

**RESOLUTION NO. OB08-12**

**RESOLUTION OF THE EMERYVILLE OVERSIGHT BOARD APPROVING THE SOUTH BAYFRONT PEDESTRIAN/BICYCLE BRIDGE AND HORTON LANDING PARK FUNDING AND PROPERTY TRANSFER AGREEMENT BETWEEN THE CITY OF EMERYVILLE AND THE CITY OF EMERYVILLE AS SUCCESSOR AGENCY TO THE EMERYVILLE REDEVELOPMENT AGENCY IN ACCORDANCE WITH HEALTH AND SAFETY CODE SECTION 34178**

**WHEREAS**, the City of Emeryville is a municipal corporation organized and existing under the Constitution of the State of California ("City"). The Emeryville Redevelopment Agency ("Agency") was a public body, corporate and politic, organized and existing under the California Community Redevelopment Law (Health & Safety Code § 33000 *et seq.* ("CRL")); and

**WHEREAS**, the City Council of the City of Emeryville adopted Ordinance No. 76-04 effective as of July 27, 1976, thereby approving and adopting the Emeryville Redevelopment Plan for the Emeryville Redevelopment Project Area (the "Emeryville Redevelopment Project"). The City Council of the City of Emeryville adopted Ordinance No. 87-07 effective as of October 20, 1987, thereby approving and adopting the Shellmound Park Redevelopment Plan for the Shellmound Park Redevelopment Project Area (the "Shellmound Park Redevelopment Project"); and

**WHEREAS**, the Agency prepared Redevelopment Plans for the 1976 Emeryville Redevelopment Project Area and the Shellmound Park Redevelopment Project Area (the "Project Areas"), which resulted in the allocation of property taxes from the Project Areas to the Agency for purposes of redevelopment; and

**WHEREAS**, the intent of the Redevelopment Plans is, in part, to provide for the construction and installation of necessary public infrastructure and facilities and to facilitate the repair, restoration and/or replacement of existing public facilities and to perform specific actions necessary to promote the redevelopment and the economic revitalization of the Project Areas; and to take all other necessary actions to implement the Redevelopment Plans for the respective Project Areas and to expend tax increment to accomplish the goals and objectives of the respective redevelopment projects; and

**WHEREAS**, in accordance with Assembly Bill 1290 adopted in 1993, the Agency adopted its Five-Year Implementation Plan(s) for the Project Areas, as amended from time to time (the "Implementation Plan(s)") with established goals to support affordable housing, economic development and community and commercial revitalization. To implement the programs and activities associated with each goal, the Agency has committed project area redevelopment funds based on estimated available tax increment revenue and debt financing structures; and

**WHEREAS**, the Implementation Plan identified street systems as being inadequate to serve the parking, circulation and loading demands of the City and established an objective to improve transportation and circulation within the City through, among other means, construction of pedestrian and bicycle projects to provide alternate means of circulation. The Implementation Plan also identified inadequate public facilities and services to accommodate the needs of residents and the private sector as a factor contributing to blight within the Project Areas and accordingly established an objective to improve

inadequate facilities that cannot be remedied by private or government action without redevelopment assistance. The Horton Landing Park Project and the South Bayfront Pedestrian/Bicycle Bridge Project were each identified by the Agency as projects fulfilling both objectives; and

**WHEREAS**, the South Bayfront Pedestrian/Bicycle Bridge Project involves a bridge spanning the Union Pacific Railroad tracks, connecting the Bay Street development on the west, to the Emeryville Greenway on the east via the Horton Landing Park Project. The Horton Landing Park Project will add to the City's open space while playing a critical role in the linkage of the City's bicycle and pedestrian system, connecting the Emeryville Greenway with the South Bayfront Pedestrian/Bicycle Bridge, and ultimately to the Bay Trail. The South Bayfront Pedestrian/Bicycle Bridge Project and the Horton Landing Park Project have been identified in the City's General Plan since 1987; and

**WHEREAS**, on August 8, 1995 the Agency and the Chiron Corporation, predecessor-in-interest to Novartis Vaccines and Diagnostics, Inc. (Novartis), entered into a Participation Agreement to implement the project approvals pertaining to the construction of a 2.3 million square foot biotechnology research and development center on approximately 25 acres of real property located on the east side of the Union Pacific railroad tracks within the City of Emeryville. The City and the Chiron Corporation, predecessor-in-interest to Novartis, also entered into a Development Agreement effective as of September 14, 1995, securing Chiron's rights to undertake and develop in accordance with the Project Approvals for a period of thirty (30) years. Pursuant to the Project Approvals, Novartis funded the acquisition of certain property by the Agency from Southern Pacific Railroad, a portion of which was to be used as a public right-of-way. Novartis, the Agency and the City thereafter worked together to determine the best use of the remaining property; and

**WHEREAS**, Novartis and the Agency subsequently agreed, pursuant to the First Implementation Agreement and First Amendment to Participation Agreement dated June 5, 2001, that, among other matters contained therein, the Agency would convey to Novartis a portion of the "Remainder Parcel" owned by the Agency to provide a larger footprint for the parking structure to be constructed by Novartis, known as Building 12a, and the remainder was to remain as open space and remediated and landscaped by Novartis no later than July 31, 2003 and subsequently maintained by the City. This open space area is now known as Horton Landing Park; and

**WHEREAS**, on June 5, 2001 the Emeryville City Council approved the Final Development Plan for the Chiron Life Sciences Center Building 12a Project, and as a condition of that Project approval required the construction of the Horton Landing Park. Further, the City Council approved the First Amendment to Development Agreement dated June 5, 2001, and section 4 thereof provides that development of Horton Landing Park "shall be deemed to fulfill any obligations imposed on Chiron pursuant to Subsection 3.7(d) of the Development Agreement." Subsection 3.7(d) of the Development Agreement provides that Chiron may only construct an auditorium on property it owns at the southwest corner of 53<sup>rd</sup> Street and Hollis Street, referred to as Parcel No. 11, subject to certain conditions, including the obligation to construct an additional 15,000 square feet of park space; and

**WHEREAS**, on September 23, 1999 the Agency and Madison Bay Street LLC (successor-in-interest to Bay Street Partners, and the South Bayfront Redevelopment Project Partnership) entered into a Disposition and Development Agreement (DDA) for the development of the Bay Street Project on the west side of the Union Pacific Railroad main line comprised of approximately 325,000 square feet of retail, restaurant and entertainment uses including a twelve (12) screen theater, 284 units of residential rental units and 96 condominium units. Section III.C. of Attachment No 4 to the DDA provides that the Developer is to provide the City with an easement for the construction and use of a pedestrian bridge over the railroad track connecting the Bay Street development project with the east side of the tracks and to also obligate the parties to cooperate with funding for the design and construction of the Project. Subsequently, the Agency and Madison Bay Street LLC entered into a Sixth Implementation Agreement to the DDA on January 11, 2002 and amended Section III.C. of Attachment No. 4 to the DDA to provide for the commencement of construction of the bridge piles for the foundation system on the west side of the railroad track. That portion of the work on the South Bayfront Pedestrian /Bicycle Bridge Project was completed in 2002 and paid for by the Agency in accordance with the Sixth Implementation Agreement to the DDA; and

**WHEREAS**, as the July 31, 2003 date approached relative to Novartis' obligation to construct Horton Landing Park there remained certain outstanding issues that prompted the City, Agency and Novartis to agree to delay the date for completion of Horton Landing Park. The City needed to complete the acquisition of Union Pacific Railroad property for the Emeryville Greenway, relocate a railroad spur line serving the Sherwin-Williams Company, and there was recognition of the need to coordinate the construction of the Horton Street Landing Park improvements with that of the South Bayfront Pedestrian/Bicycle Bridge Project that was being planned simultaneously. Accordingly, in consideration of the foregoing, on July 17, 2003, the Agency adopted Resolution No. 03-86 approving an Amendment to First Implementation Agreement with Novartis thereby extending the time by which the Horton Landing Park improvements are required to be completed by Novartis; and

**WHEREAS**, on June 29, 2004, the Emeryville City Council, Agency and Public Financing Authority held a joint public meeting, and adopted Resolution Nos. 04-130, RD 34-04, and PF 01-4 respectively, authorizing the issuance of revenue bonds for redevelopment and affordable housing projects in the Emeryville Redevelopment Project Area and the Shellmound Park Redevelopment Project Area. One of the projects listed in the staff report accompanying the resolutions is the "South Bayfront Pedestrian Overcrossing". Health and Safety Code Section 34177 (i) provides that "[b]ond proceeds shall be used for the purposes for which the bonds were sold unless the purposes can no longer be achieved, in which case, the proceeds may be used to defease the bonds". Thus, the 2004 Bond proceeds must be used for the purpose for which the bonds were issued, such as the South Bayfront Pedestrian Overcrossing, which can be achieved; and

**WHEREAS**, on May 2007, the Agency executed a Professional Services Agreement (PSA) with Biggs Cardosa Associates for the design of the South Bayfront Pedestrian /Bicycle

Bridge Project. As the planning and design of the South Bayfront Pedestrian/Bicycle Bridge Project and the Horton Landing Park Project progressed, the City, Agency and Novartis agreed that given the site constraints and interdependence of the two projects, the City and Agency should take the lead on the design of the Horton Landing Park Project in order to coordinate it with the South Bayfront Pedestrian/Bicycle Bridge Project, as well as the efforts to remediate the park area and construction of the park improvements. Therefore, the Agency approved a Second Amendment to First Implementation Agreement dated September 21, 2009 that provides for payment by Novartis to the Agency of a total not to exceed \$1,618,000 as their fair share contribution for the costs of design, remediation and construction of the Horton Landing Park. Accordingly, in effect, the Agency assumed the obligation to construct Horton Landing Park as required by the conditions of approval of the Chiron Life Sciences Center Building 12a Project, which is also a precondition to Novartis' ability to construct an auditorium on Parcel No. 11 in the future; and

**WHEREAS**, the total sum to be paid by Novartis to the Agency will occur in three (3) installments upon award of a design contract (\$168,000), remediation contract (\$598,000), and construction contract (\$852,000). The sum contributed for design (\$168,000) has already been paid by Novartis to the Agency in connection with the PSA with Biggs Cardoza and reflects 48% of the total anticipated design cost of Horton Landing Park; the sum to be contributed for remediation (\$598,000) reflects 82% of the total anticipated remediation costs; and the sum to be contributed for construction (\$852,000) reflects 100% of the total anticipated park construction costs. The City has received \$194,572 for construction of Horton Landing Park Project from the East Bay Regional Park District under Measure WW Park Bond Extension Local Grant Program. The City has also received a 2009 EPA Clean-up Grant providing \$200,000 to match the clean-up costs. The EPA Clean-up Grant must be expended by the end of October 2012 or will be lost; and

**WHEREAS**, thereafter, on October 6, 2009 the PSA with Biggs Cardoza was amended to incorporate the Horton Landing Park Project design into the South Bayfront Pedestrian /Bicycle Bridge Project. The Agency has paid Biggs Cardoza approximately \$2,000,000 for the South Bayfront Pedestrian/Bicycle Bridge Project and the Horton Landing Park Project design; the plans are construction ready and waiting to be publicly bid; and

**WHEREAS**, given proximity of the South Bayfront Pedestrian/Bicycle Bridge Project and Horton Landing Park to the historical Emeryville Shellmound sites (CA-ALA 309 and CA-ALA-310); the Agency retained an archaeological consultant, URS, on September 15, 2009 to evaluate the site. URS performed archeological examinations prior to bridge footing excavation to determine the feasibility of proposed footing locations for the bridge. During the summer of 2010 two bridge footings were identified as having intact archeological deposits triggering additional evaluation under CEQA guidelines. Accordingly, pre excavation of the two affected bridge footings was recommended in advance of construction or remediation of the site. The excavation of the two bridge footings were undertaken in January 2011 which revealed two intact human burials. The two remains have been secured off site and further excavation of all of the bridge footings has been completed with no further discoveries. The Agency has a statutory obligation under Public Resources Code Section 5097.98 to re-inter the remains in Horton Landing Park. An

identified “Most likely Descendant” and Agency and City staff have agreed upon a location within Horton Landing Park where the remains will be reinterred. Presently the remains are in a secured storage area under the oversight of URS and storage costs are continuing; and

**WHEREAS**, with respect to remediation of the South Bayfront Pedestrian/Bicycle Bridge Project and the Horton Landing Park Project site, the draft Site Cleanup Plan prepared by the Agency’s environmental consultant, Erler & Kalinowski Inc., was submitted to the California Environmental Protection Agency, Department of Toxic Substances Control (DTSC) on March 8, 2010. DTSC approved the draft Site Cleanup Plan on May 26, 2010. A public meeting regarding the draft Site Cleanup Plan was held June 30, 2010 and public concerns regarding truck hauling routes and dust containment were adequately addressed. Environmental remediation is integrated into the overall construction of the South Bayfront Pedestrian/Bicycle Bridge Project and the Horton Landing Park Project. The site cleanup specifications have been completed and are incorporated in the South Bayfront Pedestrian/Bicycle Bridge Project and the Horton Landing Park Project plans and specifications; and

**WHEREAS**, pursuant to Section 33220 of the CRL, the City may aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects; and

**WHEREAS**, to carry out the South Bayfront Pedestrian/Bicycle Bridge Project and Horton Landing Park Project in accordance with the objectives and purposes of the Redevelopment Plans for the Project Areas and the Implementation Plan(s), on February 15, 2011, the City and Agency made the findings required by Section 33445 of the CRL and approved and authorized the execution of an Amended and Restated Public Improvements Reimbursement Agreement (“Reimbursement Agreement”) wherein the Agency pledged to the City \$15,500,000 for the implementation and completion of the South Bayfront Pedestrian/Bicycle Bridge Project and the Horton Landing Park Project. At that same meeting the City and Agency both approved and authorized a Purchase Agreement between the City and Agency for property devoted to public use. These agreements were authorized in accordance with the Community Redevelopment Law then in effect. The City acquired the Horton Landing Park parcels, which serves as the easterly landing of the South Bayfront Ped Bike Bridge, from the Agency on March 7, 2011; and

**WHEREAS**, on June 28, 2011 the Governor of the State of California signed into law Assembly Bill X1 26 (the “Dissolution Act”), which dissolved all of the redevelopment agencies in California. On December 29, 2011, the California Supreme Court upheld the constitutionality of the Dissolution Act in California Redevelopment Association et.al. v. Ana Matosantos et.al., Case No. S194861, which holding effectively dissolved the Agency effective February 1, 2012. On January 17, 2012, the City Council of the City of Emeryville adopted Resolution No. 12-12 electing to have the City of Emeryville serve as Successor Agency to the Emeryville Redevelopment Agency (“Successor Agency”) for the Emeryville Redevelopment Project and the Shellmound Park Redevelopment Project; and

**WHEREAS**, in accordance with the Dissolution Act the Department of Finance has taken

the position that the Reimbursement Agreement and Purchase Agreement between the City and Agency are invalid and shall not be binding on the Successor Agency; and

**WHEREAS**, notwithstanding the Department of Finance’s position vis-à-vis the Reimbursement Agreement, Purchase Agreement and the use of the 2004 Bond proceeds, Section 34178(a) of the CRL provides that the Successor Agency may enter or reenter into agreements with the City upon obtaining the approval of the Emeryville Oversight Board; and

**WHEREAS**, the Successor Agency wishes to enter into a South Bayfront Pedestrian/Bicycle Bridge and Horton Landing Park Funding and Property Transfer Agreement (“Agreement”) with the City, in the form attached hereto as Exhibit A, for the transfer of the Horton Landing Park parcels and pledge of \$11,200,000 of Available Tax Increment, as defined below, to finance the South Bayfront Pedestrian/Bicycle Bridge Project and the Horton Landing Park Project. The Agreement obligates the City to set up a separate account in its treasury for deposit of these funds. Further, if the project is not commenced by January 1, 2015, the funds in the account must be returned to the Successor Agency for distribution in accordance with the Dissolution Act. The purpose of the Agreement is to facilitate the implementation of the South Bayfront Pedestrian/Bicycle Bridge Project and the Horton Landing Park Project and to transfer the Horton Landing Park parcels to the City and provide funding necessary to effectuate the completion of the South Bayfront Pedestrian/Bicycle Bridge Project and the Horton Landing Park Project with Available Tax Increment; and

**WHEREAS**, “Available Tax Increment” is defined as all tax increment funds and any net proceeds of bonded indebtedness currently held by the Successor Agency which are not budgeted for payment of enforceable obligations listed on the Recognized Obligation Payment Schedule of the Successor Agency for the period of January 1, 2012 through June 30, 2012 or July 1, 2012 through December 31, 2012 as approved by the Department of Finance as of May 25, 2012. “Available Tax Increment” specifically excludes any money allocated to the Redevelopment Property Tax Trust Fund of the Successor Agency by the Alameda County Auditor-Controller pursuant to Section 34183 of the CRL. The pledge of Available Tax Increment will constitute obligations to make payments authorized and incurred pursuant to Sections 33445 and 34178 of the CRL and other applicable statutes; and

**WHEREAS**, the Successor Agency has determined that approval of the Agreement will provide benefit to the taxing entities within the Project Areas as follows:

1. It can be argued that the single most important category of improvement undertaken by the Agency during its existence that fueled the transformation of the City of Emeryville from an industrial wasteland to a thriving urban City has been the construction or provision of circulation facilities such as the Bay-Shellmound-40<sup>th</sup> Street Extension Project, Horton-Landregan-Overland Connection Project, Emery-Go-Round, as well as the Emeryville Greenway and the Amtrak Pedestrian Overcrossing. Improved and varied circulation facilities for motor vehicles,

pedestrians and bicyclists significantly enhance the development potential of property served by those facilities. As an example, the current success of the Emeryville Marketplace can in part be attributed to the Amtrak Pedestrian Overcrossing constructed in 1996. Prior to the construction of the Overcrossing the retail and restaurant tenants in the Marketplace were struggling to survive. The owner of the development unsuccessfully sought approval from the City and Agency to convert that space to office use. After construction of the Overcrossing, the Marketplace has seen a constant flow of pedestrian and bicycle patrons via the Overcrossing whom otherwise would choose not to get into their car to visit. As a result the Marketplace has become a destination in Emeryville, the commercial tenants are thriving and the development has stabilized and increased in value. Thus in 2008 the developer sought and secured entitlements to construct an additional 300,000 square feet of commercial and office space as well as 674 residential units. Further, the east side of the Amtrak Overcrossing has seen perhaps even more of a transformation with the development of the Emerystation collection of buildings (Emerystation North, Emerystation South, Emerystation East, and Emerystation Triangle) comprising approximately 600,000 square feet of office and laboratory space. Based on an April 23, 2008 study undertaken by the transportation consulting firm of Fehr & Peers for the City of Emeryville relating to the South Bayfront Pedestrian/Bicycle Bridge (“Fehr & Peers Study”), there are 269 pedestrian and bicycle users of the Amtrak Overcrossing during the peak hour of noon to 1:00 p.m.

2. The Fehr & Peers Study projects that there will be 260 peak hour pedestrian and bicycle users of the South Bayfront Pedestrian/Bicycle Bridge. On the east side of the South Bayfront Pedestrian/Bicycle Bridge and Horton Landing Park Project, directly adjacent to the south, is the vacant and undeveloped eight (8) acre Sherwin-Williams site which has recently been cleaned of extensive hazardous materials contamination. Under current land use regulations the Sherwin-Williams site can support approximately 445 dwelling units and 672,000 square feet of office, commercial and light industrial space with a property value of approximately \$350,000,000, generating roughly \$3,500,000 in property taxes per year. Directly east of the Project site is the western edge of the 25 acre Novartis site which has land use entitlements allowing up to 2.3 million square feet of office and laboratory space; at build out the valuation would be approximately \$600,000,000, generating approximately \$6,000,000 in property taxes per year. On the west side of the South Bayfront Pedestrian/Bicycle Bridge and Horton Landing Park Project is the Bay Street Development. Enhancing the circulation facilities of the area will generate additional foot and bicycle traffic to Bay Street which will help to further stabilize the project and increase the property value. Thus, the South Bayfront Pedestrian/Bicycle Bridge and Horton Landing Park Project has the capacity to facilitate the redevelopment of the Sherwin-Williams and Novartis site which will result in increased property taxes that will benefit the taxing entities; and

**WHEREAS**, the use of Available Tax Increment for the South Bayfront Pedestrian/Bicycle Bridge and Horton Landing Park Project is in accordance with Sections 33445 and 34178

of the CRL and other applicable law; and

**WHEREAS**, on June 19, 2012, the Successor Agency approved and authorized the City Manager to enter into and execute the Agreement with the City, contingent upon approval by the Emeryville Oversight Board of its entry into the Agreement as required by Section 34178(a) of the CRL; and

**WHEREAS**, by approving and entering into the Agreement, the Successor Agency approves the pledge of Available Tax Increment to pay for the South Bayfront Pedestrian/Bicycle Bridge Project and the Horton Landing Park Project. The obligations of the Successor Agency under this Agreement shall constitute an indebtedness of the Successor Agency for the purpose of carrying out the Redevelopment Plans for the Project Areas and a pledge of tax increment received by the Successor Agency from the Project Areas to pay such indebtedness under the provisions of Article XVI, Section 16 of the Constitution of the State of California, the CRL and the Redevelopment Plan; and

**WHEREAS**, the Agreement is in addition to, and does not supersede the Reimbursement Agreement, the Purchase Agreement or any other cooperative agreements entered into between the Agency and the City; now, therefore, be it

**RESOLVED**, by the Emeryville Oversight Board, as follows:

SECTION 1. The above recitals are true and correct and are adopted as the findings of the Emeryville Oversight Board.

SECTION 2. The Emeryville Oversight Board hereby approves the entry by the City of Emeryville as Successor Agency to the Emeryville Redevelopment Agency into the Agreement, in the form attached hereto as “Exhibit A”, with the City of Emeryville.

SECTION 3. The City Manager and Chief Financial Officer are hereby authorized to file a copy of this Resolution with the State Department of Finance, the State Controller, and the Alameda County Auditor-Controller and to take such other and further actions, and sign such other and further documents, as is necessary and proper in order to implement this Resolution on behalf of the Emeryville Oversight Board.

SECTION 4. The Emeryville Oversight Board hereby declares that every word, sentence, section, paragraph, clause or phrase of this Resolution and its exhibit is severable. If for any reason, any word, sentence, section, paragraph, clause or phrase of this Resolution and its exhibit is held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining words, sentences, sections, paragraphs, clauses or phrases.

**ADOPTED**, by the Emeryville Oversight Board at a regular meeting held Tuesday, June 26, 2012.

  
\_\_\_\_\_  
**CHAIR**

**ATTEST:**  
  
\_\_\_\_\_  
**SECRETARY**

SOUTH BAYFRONT PEDESTRAIN/BICYCLE BRIDGE AND HORTON  
LANDING PARK FUNDING AND PROPERTY TRANSFER AGREEMENT

THIS SOUTH BAYFRONT PEDESTRIAN/BICYCLE BRIDGE AND HORTON LANDING PARK FUNDING AND PROPERTY TRANSFER AGREEMENT (the "Agreement") is entered into this 26 day of June, 2012, by and between the CITY OF EMERYVILLE, a municipal corporation (the "City") and the CITY OF EMERYVILLE AS SUCCESSOR AGENCY TO THE EMERYVILLE REDEVELOPMENT AGENCY (the "Successor Agency"), with reference to the following facts:

A. The City of Emeryville is a municipal corporation organized and existing under the Constitution of the State of California ("City"). The Emeryville Redevelopment Agency ("Agency") was a public body, corporate and politic, organized and existing under the California Community Redevelopment Law (Health & Safety Code § 33000 et seq. ("CRL")).

B. The City Council of the City of Emeryville adopted Ordinance No. 76-04 effective as of July 27, 1976, thereby approving and adopting the Emeryville Redevelopment Plan for the Emeryville Redevelopment Project Area (the "Emeryville Redevelopment Project"). The City Council of the City of Emeryville adopted Ordinance No. 87-07 effective as of October 20, 1987, thereby approving and adopting the Shellmound Park Redevelopment Plan for the Shellmound Park Redevelopment Project Area (the "Shellmound Park Redevelopment Project").

C. The Agency prepared Redevelopment Plans for the 1976 Emeryville Redevelopment Project Area and the Shellmound Park Redevelopment Project Area (the "Project Areas"), which resulted in the allocation of property taxes from the Project Areas to the Agency for purposes of redevelopment.

E. The intent of the Redevelopment Plans is, in part, to provide for the construction and installation of necessary public infrastructure and facilities and to facilitate the repair, restoration and/or replacement of existing public facilities and to perform specific actions necessary to promote the redevelopment and the economic revitalization of the Project Areas; and to take all other necessary actions to implement the Redevelopment Plans for the respective Project Areas and to expend tax increment to accomplish the goals and objectives of the respective redevelopment projects.

F. In accordance with Assembly Bill 1290 adopted in 1993, the Agency adopted its Five-Year Implementation Plan(s) for the Project Areas, as amended from time to time (the "Implementation Plan(s)") with established goals to support affordable housing, economic development and community and commercial revitalization. To implement the programs and activities associated with each goal, the Agency has committed project area redevelopment funds based on estimated available tax increment revenue and debt financing structures.

G. The Implementation Plan identified street systems as being inadequate to serve the parking, circulation and loading demands of the City and established an objective to improve transportation and circulation within the City through, among other means, construction of pedestrian and bicycle projects to provide alternate means of circulation. The Implementation Plan also identified inadequate public facilities and services to accommodate the needs of residents and the private sector as a factor contributing to blight within the Project Areas and accordingly established an objective to improve inadequate facilities that cannot be remedied by private or government action without redevelopment assistance. The Horton Landing Park Project and the South Bayfront Pedestrian/Bicycle Bridge Project were each identified by the Agency as projects fulfilling both objectives.

H. The South Bayfront Pedestrian/Bicycle Bridge Project involves a bridge spanning the Union Pacific Railroad tracks, connecting the Bay Street development on the west, to the Emeryville Greenway on the east via the Horton Landing Park Project. The Horton Landing Park Project will add to the City's open space while playing a critical role in the linkage of the City's bicycle and pedestrian system, connecting the Emeryville Greenway with the South Bayfront Pedestrian/Bicycle Bridge, and ultimately the Bay Trail. The South Bayfront Pedestrian/Bicycle Bridge Project and the Horton Landing Park Project have been identified in the City's General Plan since 1987.

I. On August 8, 1995 the Agency and the Chiron Corporation, predecessor-in-interest to Novartis Vaccines and Diagnostics, Inc. (Novartis), entered into a Participation Agreement to implement the project approvals pertaining to the construction of a biotechnology research and development center on approximately 25 acres of real property located on the east side of the Union Pacific railroad tracks within the City of Emeryville. The City and the Chiron Corporation, predecessor-in-interest to Novartis, also entered into a Development Agreement effective as of September 14, 1995, securing Chiron's rights to undertake and develop in accordance with the Project Approvals for a period of thirty (30) years. Pursuant to the Project Approvals, Novartis funded the acquisition of certain property by the Agency from Southern Pacific Railroad, a portion of which was to be used as a public right-of-way. Novartis, the Agency and the City thereafter worked together to determine the best use of the remaining property.

J. Novartis and the Agency subsequently agreed, pursuant to the First Implementation Agreement and First Amendment to Participation Agreement dated June 5, 2001, that, among other matters contained therein, the Agency would convey to Novartis a portion of the remaining property acquired by the Agency from South Pacific Railroad to provide a larger footprint for the parking structure to be constructed by Novartis, known as Building 12a. The remainder was to remain as public open space and remediated and landscaped by Novartis no later than July 31, 2003 and subsequently maintained by the City. This open space area is now known as Horton Landing Park.

K. On June 29, 2004, the Emeryville City Council, Agency and Public Financing Authority held a joint public meeting, and adopted Resolution Nos. 04-130, RD 34-04, and PF 01-4 respectively, authorizing the issuance of revenue bonds for redevelopment and affordable housing projects in the Emeryville Redevelopment Project Area and the Shellmound Park Redevelopment Project Area. One of the projects listed in the staff report accompanying the resolutions is the "South Bayfront Pedestrian Overcrossing". Health and Safety Code Section 34177 (i) provides that "[b]ond proceeds shall be used for the purposes for which the bonds were sold unless the purposes can no longer be achieved, in which case, the proceeds may be used to defease the bonds". Thus, the 2004 Bond proceeds must be used for the purpose for which the bonds were issued, such as the South Bayfront Pedestrian Overcrossing, which can be achieved.

L. Pursuant to Section 33220 of the CRL, the City may aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects.

M. To carry out the South Bayfront Pedestrian/Bicycle Bridge Project and Horton Landing Park Project in accordance with the objectives and purposes of the Redevelopment Plans for the Project Areas and the Implementation Plan(s), on February 15, 2011, the City and Agency made the findings required by Section 33445 of the CRL and approved and authorized the execution of an Amended and Restated Public Improvements Reimbursement Agreement ("Reimbursement Agreement") wherein the Agency pledged to the City \$15,500,000 for the implementation and completion of the South Bayfront Pedestrian/Bicycle Bridge Project and the Horton Landing Park Project. At that same meeting the City and Agency both approved and authorized a Purchase Agreement between the City and Agency for property devoted to public use. The City acquired the Horton Landing Park parcels, which serves as the easterly landing of the South Bayfront Ped Bike Bridge, from the Agency on March 7, 2011.

N. On June 28, 2011 the Governor of the State of California signed into law Assembly Bill X1 26 (the "Dissolution Act"), which dissolved all of the redevelopment agencies in California. On December 29, 2011, the California Supreme Court upheld the constitutionality of the Dissolution Act in California Redevelopment Association et.al. v. Ana Matosantos et.al., Case No. S194861, which holding effectively dissolved the Agency effective February 1, 2012. On January 17, 2012, the City Council of the City of Emeryville adopted Resolution No. 12-12 electing to have the City of Emeryville serve as Successor Agency to the Emeryville Redevelopment Agency ("Successor Agency") for the Emeryville Redevelopment Project and the Shellmound Park Redevelopment Project.

O. In accordance with the Dissolution Act the Department of Finance has taken the position that the Reimbursement Agreement and Purchase Agreement between the City and Agency are invalid and shall not be binding on the Successor Agency.

P. Notwithstanding the Department of Finance's position vis-à-vis the Reimbursement Agreement and Purchase Agreement, and the use of the 2004 Bond proceeds, Section 34178(a) of the CRL provides that the Successor Agency may enter or reenter into agreements with the City upon obtaining the approval of the Emeryville Oversight Board.

Q. The City and Successor Agency wish to enter into this Agreement to provide for the transfer of the Horton Landing Park parcels and pledge of Available Tax Increment to finance the South Bayfront Pedestrian/Bicycle Bridge Project and the Horton Landing Park Project. The purpose of this Agreement is to facilitate the implementation of the South Bayfront Pedestrian/Bicycle Bridge Project and the Horton Landing Park Project and to transfer the Horton Landing Park parcels to the City and provide funding necessary to effectuate the completion of the South Bayfront Pedestrian/Bicycle Bridge Project and the Horton Landing Park Project with Available Tax Increment.

R. "Available Tax Increment" is defined as all tax increment funds and any proceeds of bonded indebtedness currently held by the Successor Agency which are not budgeted for payment of enforceable obligations listed on the Recognized Obligation Payment Schedule of the Successor Agency for the period of January 1, 2012 through June 30, 2012 or July 1, 2012 through December 31, 2012 as approved by the Department of Finance as of May 25, 2012. "Available Tax Increment" specifically excludes any money allocated to the Redevelopment Property Tax Trust Fund of the Successor Agency by the Alameda County Auditor-Controller pursuant to Section 34183 of the CRL. The pledge of Available Tax Increment will constitute obligations to make payments authorized and incurred pursuant to Sections 33445, 33679 and 34178 of the CRL and other applicable statutes.

S. The City and Successor Agency by resolution have each found that the use of Available Tax Increment for the South Bayfront Pedestrian/Bicycle Bridge Project and the Horton Landing Park Project is in accordance with Sections 33445 and 34178 of the CRL and other applicable law.

T. By approving and entering into this Agreement, the Successor Agency has approved the pledge of Available Tax Increment to pay for the South Bayfront Pedestrian/Bicycle Bridge Project and the Horton Landing Park Project. The obligations of the Successor Agency under this Agreement shall constitute an indebtedness of the Successor Agency for the purpose of carrying out the Redevelopment Plans for the Project Areas and a pledge of tax increment received by the Successor Agency from the Project Areas to pay such indebtedness under the provisions of Article XVI, Section 16 of the Constitution of the State of California, the CRL and the Redevelopment Plan.

U. Except as provided herein, this Agreement is in addition to, and does not supersede the Reimbursement Agreement, the Purchase Agreement or any other cooperative agreements entered into between the Agency and the City.

NOW, THEREFORE, for adequate consideration; the receipt and sufficiency of which are hereby acknowledged, the City and Successor Agency do hereby agree as follows:

## 1. INTRODUCTORY PROVISIONS

1.1 The recitals above are an integral part of this Agreement and set forth the intentions of the parties and the premises on which the parties have decided to enter into this Agreement and are incorporated into the terms and conditions of this Agreement.

## 2. SUCCESSOR AGENCY'S OBLIGATIONS

2.1 The Successor Agency agrees to pay to the City the sum of Eleven Million Two Hundred Thousand Dollars (\$11,200,000) to carry out the South Bayfront Pedestrian/Bicycle Bridge Project and the Horton Landing Park Project, encompassing all costs incurred by the City for the administration, planning, acquisition, financing, development, permitting, design, site testing, bidding, demolition, construction and construction management of the South Bayfront Pedestrian/Bicycle Bridge Project and the Horton Landing Park Project. The Successor Agency's obligations under this Agreement, including without limitation the Successor Agency's obligation to make the payments to the City required by this Agreement, shall constitute an indebtedness and enforceable obligation of the Successor Agency for the purpose of carrying out the redevelopment of the Project Areas and are obligations to make payments authorized and incurred pursuant to Sections 33445 and 34178 of the CRL and other applicable statutes.

2.2 The obligations of Successor Agency under this Agreement shall be payable out of Available Tax Increment, as defined in the above recitals.

2.3 The payment to be made by the Successor Agency to the City under this Agreement shall be made by the Successor Agency on or before July 31, 2012.

2.4 Concurrent with the approval of this Agreement, Successor Agency shall amend the Recognized Obligation Payment Schedule for the period of July 1, 2012 through December 31, 2012 to reflect a payment of \$11,200,000 to the City pursuant to this Agreement during the month of July 2012 to be paid from Available Tax Increment.

2.5 On or before July 31, 2012, Successor Agency shall execute and deliver to City a grant deed, quitclaim deed, or any other document as may be required to convey and vest fee title to the Horton Landing Park parcels, more particularly described in Exhibit A attached hereto and incorporated herein by this reference, in the City (the "Conveyance Documents").

### 3. CITY'S OBLIGATIONS

3.1 The City shall accept the funds provided by the Successor Agency pursuant to this Agreement and shall devote those funds solely to completion of the South Bayfront Pedestrian/Bicycle Bridge Project and the Horton Landing Park Project by (i) using such funds to make City expenditures to perform the work required to carry out and complete the South Bayfront Pedestrian/Bicycle Bridge Project and the Horton Landing Park Project; and (ii) utilizing such funds to pay other indebtedness or obligations that the City has or will incur for purposes related to the South Bayfront Pedestrian/Bicycle Bridge Project and the Horton Landing Park Project.

3.2 City shall establish in its treasury a South Bayfront Pedestrian/Bicycle Bridge Project and Horton Landing Park Project Fund and deposit such funds received from the Successor Agency pursuant to this Agreement in said account.

3.3 It is the responsibility of City to pay all development and construction costs in connection with the South Bayfront Pedestrian/Bicycle Bridge Project and the Horton Landing Park Project from funds paid to the City by the Successor Agency under this Agreement.

3.4 City and Successor Agency hereby acknowledge and agree that all necessary environmental review required by CEQA for the South Bayfront Pedestrian/Bicycle Bridge Project and the Horton Landing Park Project has been completed.

3.5 The City shall perform its obligations hereunder in accordance with the applicable provisions of federal, state and local laws, and shall timely commence or cause the construction of the South Bayfront Pedestrian/Bicycle Bridge Project and the Horton Landing Park Project to commence no later than January 1, 2015. If the South Bayfront Pedestrian/Bicycle Bridge Project and the Horton Landing Park Project are not commenced prior to the date noted above, which time frame may not be extended by the parties hereto, all funds within the South Bayfront Pedestrian/Bicycle Bridge Project and Horton Landing Park Project Fund shall immediately be returned by the City to the Successor Agency, to be disposed of as directed by the Emeryville Oversight Board in accordance with the Dissolution Act. The City shall complete or ensure the completion of the work required for the South Bayfront Pedestrian/Bicycle Bridge Project and Horton Landing Park Project within three (3) years after commencement of construction.

3.6 Within five (5) business days after receipt by the City of the Conveyance Documents executed by Successor Agency pertaining to the transfer of fee title of the Horton Landing Park parcels to the City, City shall execute the Certificate of Acceptance and thereafter record the Conveyance Documents in the official records of the Alameda County Recorder.

#### 4. LIABILITY AND INDEMNIFICATION

4.1 In contemplation of the provisions of California Government Code Section 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Government Code Section 895, the parties hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by negligent or wrongful acts or omissions occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve the above-stated purpose, each party indemnifies, defends and holds harmless the other party for any liability, losses, cost or expenses that may be incurred by such other party solely by reason of Government Code Section 895.2.

#### 5. DEFAULT

5.1 If either party fails to perform or adequately perform an obligation required by this Agreement within thirty (30) calendar days of receiving written notice from the non-defaulting party, the party failing to perform shall be in default hereunder. In the event of default, the non-defaulting party will have all the rights and remedies available to it at law or in equity to enforce the provisions of this Agreement, including without limitation the right to sue for damages for breach of contract. The rights and remedies of the non-defaulting party enumerated in this section are cumulative and shall not limit the non-defaulting party's rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of the Agreement or hereinafter enacted or established, that may be available to the non-defaulting party against the defaulting party. All notices of defaults shall clearly indicate a notice of default under this Agreement.

#### 6. MISCELLANEOUS

6.1 This Agreement may be executed in multiple originals, each of which is deemed to be an original.

6.2 This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the subject matter of this Agreement.

6.3 This Agreement is intended solely for the benefit of the City and the Successor Agency. Notwithstanding any reference in this Agreement to persons or entities other than the City and the Successor Agency, there shall be no third party beneficiaries under this Agreement.

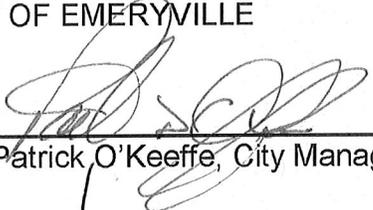
6.4 All waivers of the provisions of this Agreement and all amendments to this Agreement must be in writing and signed by the authorized representatives of the parties.

6.5 If any term, provisions, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

6.6 This Agreement shall be binding on and shall inure to the benefit of all successors and assigns of the parties, whether by agreement or operation of law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

CITY OF EMERYVILLE

By:   
Patrick O'Keeffe, City Manager

Attest:   
Karen Hemphill, City Clerk

Approved As To Form:

By:   
Michael G. Biddle, City Attorney

CITY OF EMERYVILLE AS SUCCESSOR  
AGENCY TO THE EMERYVILLE  
REDEVELOPMENT AGENCY

By:   
Patrick O'Keeffe, City Manager

Attest:   
Karen Hemphill, City Clerk

Approved As To Form:

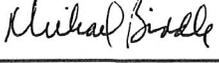
By:   
Michael G. Biddle, City Attorney

Exhibit "A"

Legal Description of Horton Landing Park Parcels

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE SITE**

Fee Interest in that certain real property described in the legal description attached hereto as Attachment 1.

Together with (i) an easement for public ingress and egress, public open space and maintenance purposes over and across adjacent real property described in the legal description attached hereto as Attachment 2 and as set forth in that certain Reciprocal Easement Agreement between Chiron Corporation and the City of Emeryville Redevelopment Agency dated June 5, 2011, recorded as Instrument No. 2001-195967 in Official Records of Alameda County and (ii) an easement for public ingress and egress, public open space use and placement of public art over and across adjacent real property described in the legal description attached hereto as Attachment 3 and as set forth in that certain Grant of Easement between the Chiron Corporation and the City of Emeryville Redevelopment Agency dated June 5, 2001, recorded as Instrument No. 2001-195966 in Official Records of Alameda County.

Attachment 1

ALL THAT CERTAIN PROPERTY SITUATED IN THE CITY OF EMERYVILLE, ALAMEDA COUNTY, CALIFORNIA, BEING A PORTION OF PARCEL "B" AS SAID PARCEL IS DESCRIBED IN THAT CERTAIN GRANT DEED FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION TO THE CITY OF EMERYVILLE REDEVELOPMENT AGENCY, A PUBLIC CORPORATION RECORDED ON MAY 30, 1996 AS SERIES NO. 96-128931, OFFICIAL ALAMEDA COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF SAID PARCEL "B" (SN 96-128931) EXCEPTING THEREFROM PARCEL A AND PARCEL B AS SAID PARCELS ARE DESCRIBED IN THAT CERTAIN GRANT DEED FROM THE CITY OF EMERYVILLE REDEVELOPMENT AGENCY TO CHIRON CORPORATION RECORDED ON JUNE 8, 2001 AS SERIES NO. 2001-195964 OFFICIAL ALAMEDA COUNTY RECORDS; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERN CORNER OF SAID PARCEL "B" (SN 96-128931), THENCE ALONG THE BOUNDARY OF SAID PARCEL "B" SOUTH 75°20'45" WEST 15.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT BEING A CORNER OF SAID PARCEL B (SN 01-195964); THENCE ALONG THE BOUNDARY OF SAID PARCEL "B" (SN 96-128931) THE FOLLOWING EIGHT COURSES:

SOUTH 75°20'45" WEST 69.65 FEET; THENCE SOUTH 75°28'26" WEST 22.94 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 694.33 FEET, AND WHOSE CENTER BEARS NORTH 68°27'19" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 7.33 FEET, THROUGH A CENTRAL ANGLE OF 00°36'17", TO A POINT FROM WHICH THE CENTER BEARS NORTH 69°03'36" EAST, SAID POINT BEING ON A TANGENT COMPOUND CURVE, CONCAVE TO THE EAST, AND HAVING A RADIUS OF 1034.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 187.90 FEET, THROUGH A CENTRAL ANGLE OF 10°24'43"; THENCE TANGENT TO THE LAST COURSE NORTH 10°31'41" WEST 91.71 FEET; THENCE NORTH 11°09'32" WEST 326.35 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 563.14 FEET, AND WHOSE CENTER BEARS SOUTH 87°05'53" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 178.91 FEET, THROUGH A CENTRAL ANGLE OF 18°12'09"; THENCE TANGENT TO THE LAST COURSE NORTH 21°06'06" EAST 45.92 FEET TO A CORNER OF SAID PARCEL A (SN-01-195964);

THENCE LEAVING THE BOUNDARY OF SAID PARCEL "B" (SN 96-128931) AND ALONG THE BOUNDARY OF SAID PARCEL A (SN 01-195964) THE FOLLOWING EIGHT COURSES:

SOUTH 17°36'17" EAST 11.46 FEET; THENCE SOUTH 07°18'33" WEST 227.53 FEET; THENCE SOUTH 17°32'00" EAST 295.49 FEET; THENCE SOUTH 72°28'00" WEST 10.00 FEET; THENCE SOUTH 17°32'00" EAST 80.92 FEET; THENCE SOUTH 62°30'53" EAST 53.01 FEET; THENCE SOUTH 14°39'15" EAST 36.65 FEET; THENCE NORTH 72°28'00" EAST 15.02 FEET TO THE BOUNDARY OF SAID PARCEL "B" (SN 96-128931);

THENCE LEAVING THE BOUNDARY OF SAID PARCEL A (SN 01-195964) AND ALONG THE BOUNDARY OF SAID PARCEL "B" (SN 96-128931) SOUTH 14°39'15" EAST 50.06 FEET TO A CORNER OF SAID PARCEL B (SN 01-195964); THENCE LEAVING THE BOUNDARY OF SAID PARCEL "B" (SN 96-128931) AND ALONG THE BOUNDARY OF SAID PARCEL B (SN 01-195964) THE FOLLOWING TWO COURSES:

SOUTH 72°28'00" WEST 15.02 FEET; THENCE SOUTH 14°39'15" EAST 87.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 42,564 SQUARE FEET OR 0.9771 ACRES, MORE OR LESS.

**THE CITY EASEMENT AREA**

ALL THAT CERTAIN PROPERTY SITUATED IN THE CITY OF EMERYVILLE, ALAMEDA COUNTY, CALIFORNIA BEING A PORTION OF PARCEL A AS SAID PARCEL IS DESCRIBED IN THAT CERTAIN GRANT DEED FROM THE CITY OF EMERYVILLE REDEVELOPMENT AGENCY TO CHIRON CORPORATION RECORDED ON JUNE 8, 2001 AS SERIES NO. 2001-19564 OFFICIAL RECORDS OF ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERN CORNER OF SAID PARCEL A (SN 2001-19564), SAID POINT BEING ON A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 963.42 FEET, WHOSE CENTER BEARS SOUTH 61° 22' 43" EAST, THENCE ALONG THE BOUNDARY OF SAID PARCEL A, SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 55.04 FEET THROUGH A CENTRAL ANGLE OF 03° 16' 24" TO A POINT FROM WHICH THE CENTER BEARS SOUTH 64° 09' 07" EAST, SAID POINT BEING ON A NON-TANGENT LINE, THENCE CONTINUING ALONG THE BOUNDARY OF SAID PARCEL A, ALONG SAID NON-TANGENT LINE SOUTH 21° 06' 16" WEST 35.01 FEET, THENCE CONTINUING ALONG THE BOUNDARY OF SAID PARCEL A SOUTH 17° 36' 17" EAST 11.46 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. THENCE LEAVING THE BOUNDARY OF SAID PARCEL A SOUTH 17° 36' 17" EAST 23.74 FEET TO A POINT ON A LINE PARALLEL WITH, AND 10.00 FEET DISTANT FROM, AT RIGHT ANGLE MEASUREMENT, THE BOUNDARY OF SAID PARCEL A, THENCE ALONG SAID PARALLEL LINE SOUTH 07° 18' 35" WEST 203.80 FEET TO A POINT ON A LINE PARALLEL WITH, AND 10.00 FEET DISTANT FROM, AT RIGHT ANGLE MEASUREMENT, THE BOUNDARY OF SAID PARCEL A, THENCE ALONG SAID PARALLEL LINE SOUTH 72° 32' 00" EAST 293.29 FEET, THENCE SOUTH 72° 28' 00" WEST 10.00 FEET TO A CORNER OF SAID PARCEL A, THENCE ALONG THE BOUNDARY OF SAID PARCEL A THE FOLLOWING TWO COURSES:

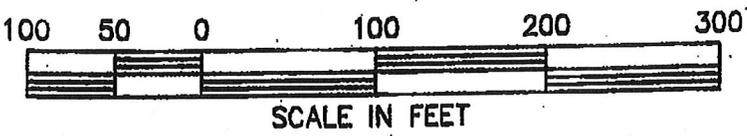
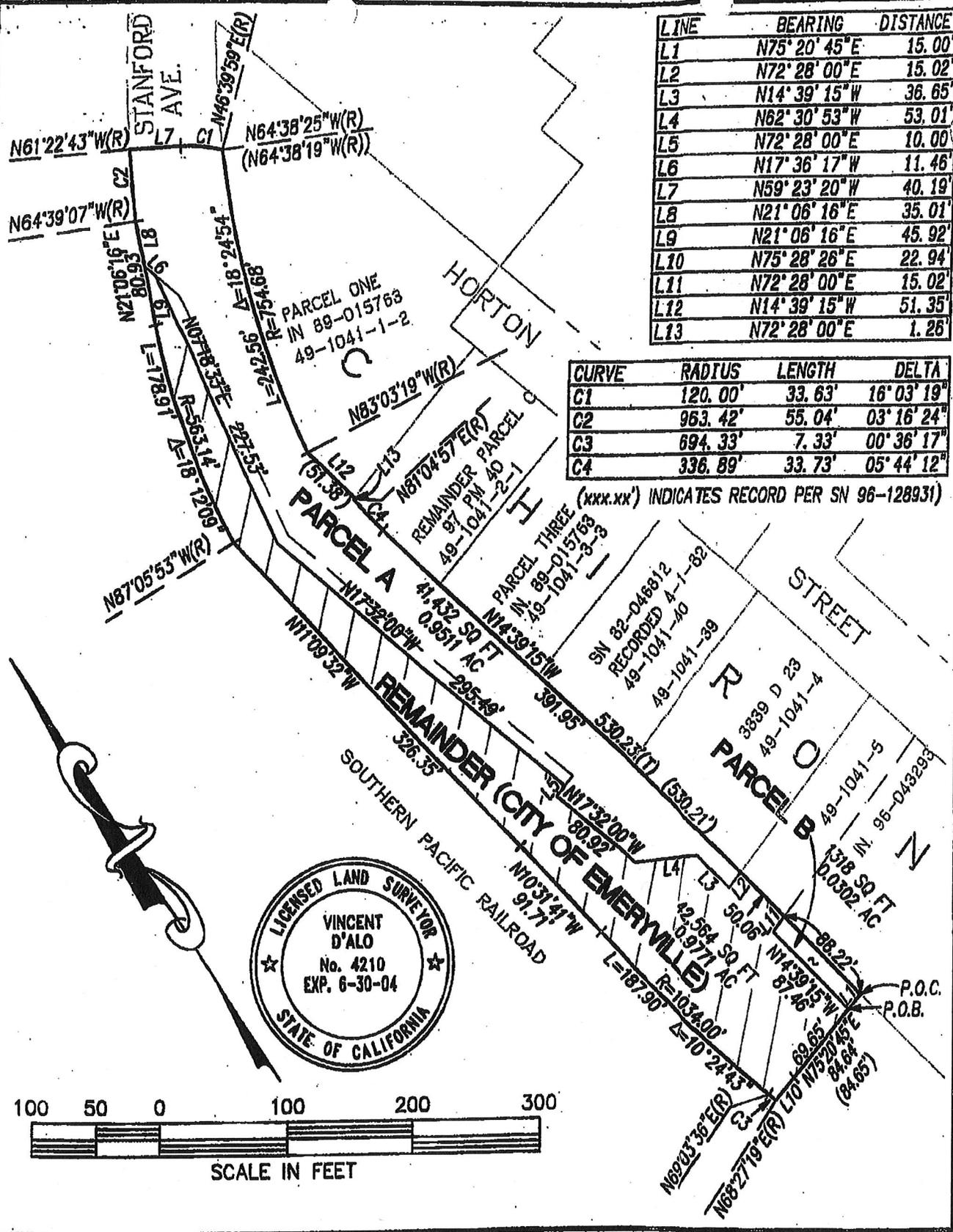
NORTH 17° 32' 00" WEST 295.49 FEET, THENCE NORTH 07° 18' 33" EAST 227.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 5101 SQUARE FEET OR 0.1171 ACRES, MORE OR LESS

LINE	BEARING	DISTANCE
L1	N75° 20' 45" E	15.00'
L2	N72° 28' 00" E	15.02'
L3	N14° 39' 15" W	36.65'
L4	N62° 30' 53" W	53.01'
L5	N72° 28' 00" E	10.00'
L6	N17° 36' 17" W	11.46'
L7	N59° 23' 20" W	40.19'
L8	N21° 06' 16" E	35.01'
L9	N21° 06' 16" E	45.92'
L10	N75° 28' 26" E	22.94'
L11	N72° 28' 00" E	15.02'
L12	N14° 39' 15" W	51.35'
L13	N72° 28' 00" E	1.26'

CURVE	RADIUS	LENGTH	DELTA
C1	120.00'	33.63'	16° 03' 19"
C2	963.42'	55.04'	03° 16' 24"
C3	694.33'	7.33'	00° 36' 17"
C4	336.89'	33.73'	05° 44' 12"

(XXX.XX) INDICATES RECORD PER SN 96-128931



**PLANNERS  
CIVIL ENGINEERS  
SURVEYORS**

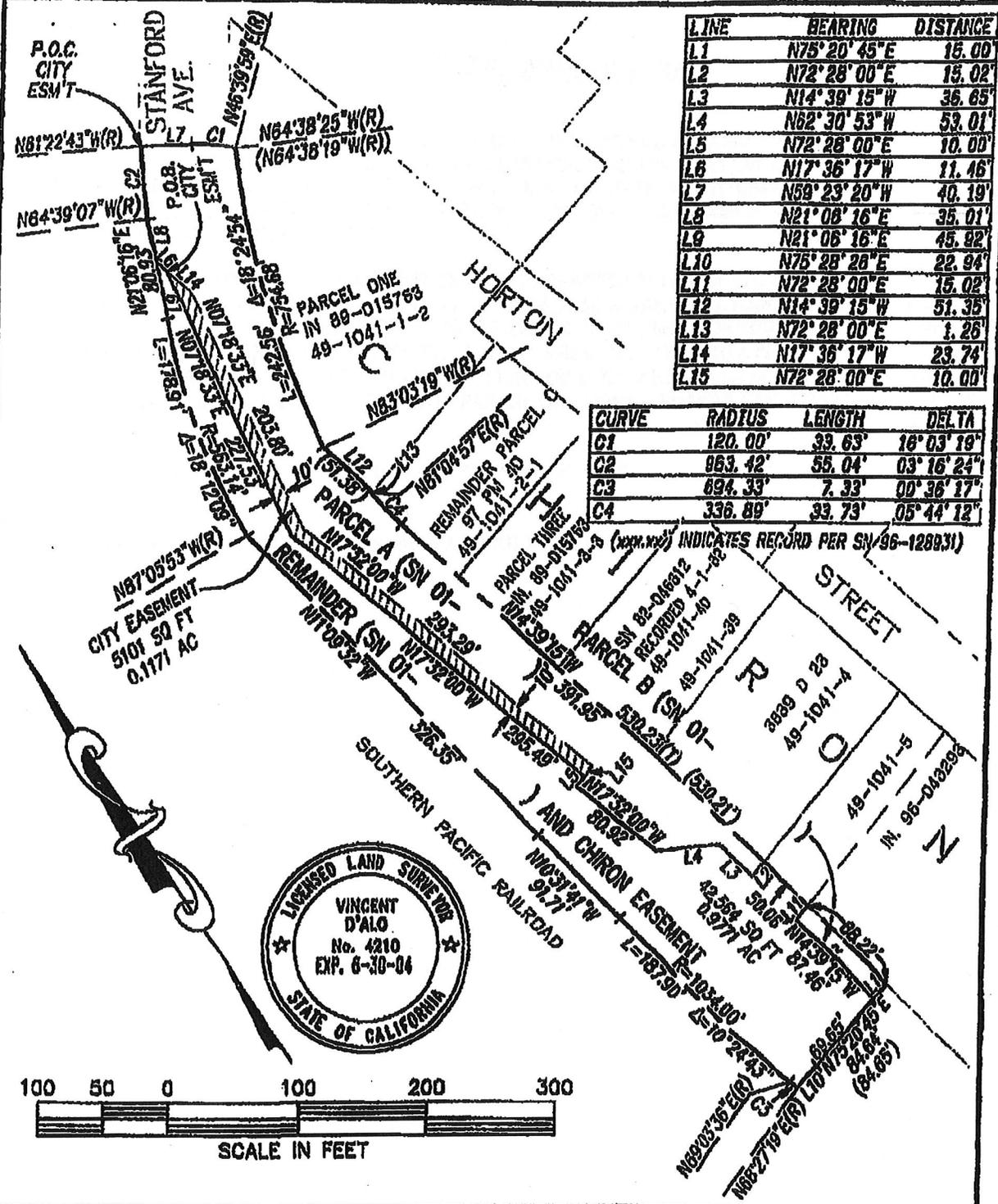
1390 SOUTH MAIN STREET  
SUITE 310  
WALNUT CREEK, CA. 94596  
(925) 476-2300  
FAX (925) 476-2350

Subject **GRANT OF EASEMENT**

Job No. **97089**

By PE Date 4 JUNE 2001 Chkd. VJD

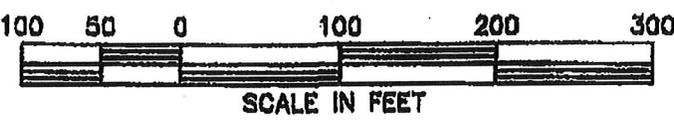
SHEET 1 OF 1



LINE	BEARING	DISTANCE
L1	N75° 20' 45" E	15.00'
L2	N72° 28' 00" E	15.02'
L3	N14° 39' 15" W	36.65'
L4	N62° 30' 53" W	53.01'
L5	N72° 28' 00" E	10.00'
L6	N17° 36' 17" W	11.46'
L7	N59° 23' 20" W	40.19'
L8	N21° 08' 16" E	35.01'
L9	N21° 06' 16" E	45.82'
L10	N75° 28' 28" E	22.94'
L11	N72° 28' 00" E	15.02'
L12	N14° 39' 15" W	51.35'
L13	N72° 28' 00" E	1.26'
L14	N17° 36' 17" W	23.74'
L15	N72° 28' 00" E	10.00'

CURVE	RADIUS	LENGTH	DELTA
C1	120.00'	33.63'	16° 03' 19"
C2	863.42'	55.04'	03° 16' 24"
C3	894.33'	7.33'	00° 36' 17"
C4	336.89'	33.73'	05° 44' 12"

INDICATES RECORD PER SN 96-128931



PLANNERS  
CIVIL ENGINEERS  
SURVEYORS

1380 SOUTH MAIN STREET  
SUITE 310  
VALUET CREEK, CA 94593  
(925) 478-2300  
FAX (925) 478-2350

Subject **CHIRON/CITY RECIPROCAL EASEMENTS**

Job No. **97089**

By PE Date 4 JUNE 2001 Chkd. VJD

SHEET 1 OF 1

53RD STREET

HORTON STREET

P.O.B.

3839 D 23

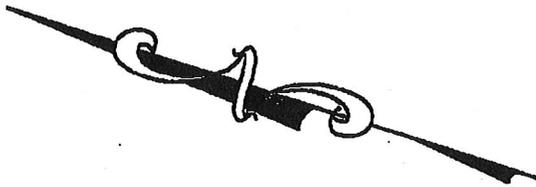
PARCEL ONE  
SERIES NO. 96-043293

PARCEL A  
SN 01-

PARCEL B  
SN 01-

REMAINDER  
SN 01-

N17°32'00"W 50.00'  
 172.83'  
 N72°28'00"E  
 50.00' P.P.A.E.  
 8704 SQ FT 0.1998 AC  
 175.35'  
 N14°39'15"W 50.06'  
 N72°28'00"E



PLANNERS  
CIVIL ENGINEERS  
SURVEYORS

1390 SOUTH MAIN STREET  
SUITE 310  
WALNUT CREEK, CA. 94596  
(925) 476-2300  
FAX (925) 476-2350

Subject PUBLIC PEDESTRIAN ACCESS EASEMENT

Job No. 97089.1

By PE Date 4 JUNE 2001 Chkd. VJD

SHEET 1 OF 1