

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

Successor Agency to the Redevelopment
Agency of the City of San Leandro
835 E. 14th St.
San Leandro, CA 94577

Tax Statement to be sent to the address above

Exempt from Recording Fees
Government Code §§ 6103, 27383

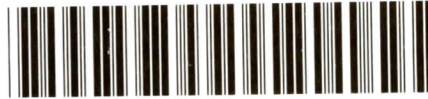
Exempt from Documentary Transfer Tax Per
Rev. & Tax. Code §11922 *Governmental
agency acquiring title.*



2013124560

04/08/2013 09:36 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00



6 PGS

(Space Above This Line Reserved For Recorder's Use)

APN: 075-0001-010-02

CITY OF SAN LEANDRO QUITCLAIM DEED

For zero consideration, the receipt and sufficiency of which is hereby acknowledged, the City of San Leandro ("**Grantor**") hereby quitclaims, releases and conveys to the Successor Agency to the Redevelopment Agency of the City of San Leandro ("**Grantee**") any and all right, title and interest in certain property located at 290 Davis Street in the City of San Leandro, County of Alameda known as APN: 075-0001-010-02 as more particularly described in Exhibit A attached to this Quitclaim Deed and incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed as of the Seventh of January, 2013.

GRANTOR:

CITY OF SAN LEANDRO

Chris Zapata, City Manager

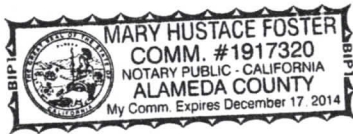
[Signatures Must Be Notarized]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) ss.
County of Alameda)

On APRIL 2, 2013 before me, MARY HUSTACE FOSTER, NOTARY PUBLIC,
personally appeared CHRIS ZAPATA, CITY MANAGER,

My commission number is 1917320.



who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

My commission expires on December 17, 2014.

WITNESS my hand and official seal.

Mary Hustace Foster
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Document Date:

Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

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Exhibit A
PROPERTY

(Attach legal description.)

Exhibit A

Portion of Lots "H", "I" and "J", Block 1, Map of the Town of San Leandro, filed February 27, 1855, Map Book 1, page 19, Alameda County Records, described as follows:

Beginning at the intersection of the northwestern line of Davis Street, as shown on said map, with the northeastern line of the parcel of land conveyed in the deed by Daniel Murphy to City of San Leandro, recorded June 7, 1957 in Book 8384 of Official Records of Alameda County, page 493 (AM/56913); and running thence along the northeastern line of said conveyed in said deed, the two following courses and distances: north $24^{\circ} 58' 16''$ west, 108 feet; thence northerly and northeasterly on a curve to the right with a radius of 93.60 feet, a distance of 78.14 feet, to a line drawn northwesterly, at right angles, to said line of Davis Street from a point distant thereon north $62^{\circ} 00'$ east, 63 feet from the center line of Hayes Street, as shown on said map; thence along the line so drawn, southeasterly 177 feet, more or less, to said northwesterly line of Davis Street; and thence along the last named line, south $62^{\circ} 00'$ west, 40.10 feet to the point of beginning.

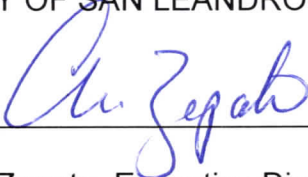
Assessor's Parcel No: 075-0001-010-02

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated the 7th of January, 2013 from the City of San Leandro ("City") to the Successor Agency of the Redevelopment Agency of the City of San Leandro ("Successor Agency"), is hereby accepted on behalf of the Successor Agency by the undersigned officer or agent on behalf of the Board of the Successor Agency pursuant to authority conferred by resolution of the Board of the Successor Agency adopted on the 7th of January, 2013, and that Successor Agency consents to recordation of the Quitclaim Deed by its duly authorized officer.

Dated 4/2, 2013

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
OF THE CITY OF SAN LEANDRO

By: 

Its: Chris Zapata, Executive Director

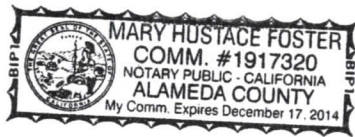
SIGNATURES MUST BE NOTARIZED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) ss.
County of Alameda)

On APRIL 2, 2013 before me, MARY HUSTACE FOSTER, NOTARY PUBLIC,
personally appeared CHRIS ZAPATA, EXECUTIVE DIRECTOR,

My commission number is 1917320.



who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

My commission expires on December 17, 2014.

WITNESS my hand and official seal.

Signature of Notary Public

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Signer's Name: _____

- ☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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Signer's Name: _____

- ☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

CITY OF SAN LEANDRO
MAY 10 2013
CITY CLERK'S OFFICE

From: Rezin Gonzalez/BD

SCANNED

MAY 10 2013
CITY CLERK'S OFFICE
Scan Operator: _____

344450

5

GRANT DEED

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Office of Business Development
City of San Leandro 835 East 14th Street
San Leandro, CA 94577

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383



2011078203

03/10/2011 12:48 PM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00



68 PGS

Jm

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

RAT CODE 11922
GOVERNMENTAL AGENCY
ACQUIRING TITLE

GRANT DEED

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Redevelopment Agency of the City of San Leandro, a public body, corporate and politic (the "**Grantor**") acting to carry out the Redevelopment Plan for the Plaza Project Area (the "**Redevelopment Plan**") for redevelopment purposes pursuant to the Community Redevelopment Law of the State of California, hereby grants and conveys to the City of San Leandro, a municipal corporation (the "**Grantee**"), the real property (the "**Property**") located in the City of San Leandro at 290 Davis Street, designated as Alameda County Assessors Parcel Nos. 075 0001 010 02 and more particularly described in Exhibit A attached hereto and incorporated in this grant deed ("**Grant Deed**") by this reference.

1. Disposition and Development Agreement. The Property is conveyed subject to the Redevelopment Plan attached hereto as Exhibit B and that certain unrecorded Disposition and Development Agreement entered into by and between the Grantor and the Grantee dated as of March 7, 2011 (the "**Agreement**").
2. Nondiscrimination. Grantee shall not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. Grantee covenants for itself and all persons claiming under or through it, and this Grant Deed is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or part thereof, nor shall Grantee or any person claiming under or through Grantee establish or permit any such practice or

practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Property or part thereof.

All deeds, leases or contracts made or entered into by Grantee, its successors or assigns, as to any portion of the Property or the Improvements shall contain the following language:

(a) In Deeds, the following language shall appear:

“(1) Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of a person or of a group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.

“(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

(b) In Leases, the following language shall appear:

“(1) The lessee herein covenants by and for the lessee and lessee’s heirs, personal representatives and assigns, and all persons claiming under the lessee or through the lessee, that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the property herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the property herein leased.

“(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in

Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

- (c) In Contracts, the following language shall appear:

“There shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to selection, location, number, use or occupancy of tenants, lessee, subtenants, sublessees or vendees of the land.”

3. Term of Restrictions. The covenants against discrimination contained in Section 2 shall remain in effect in perpetuity.
4. Mortgagee Protection. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument permitted by the Agreement; provided, however, that any successor of Grantee to the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.
5. Binding On Successors. The covenants contained in Sections 2 of this Grant Deed, without regard to technical or legal classification or designation specified in this Grant Deed or otherwise, shall to the fullest extent permitted by law and equity, be binding upon Grantee and any successor in interest to the Property or any part thereof, for the benefit of Grantor, and its successors and assigns, and such covenants shall run in favor of and be enforceable by the Grantor and its successors and assigns for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and its successors and assigns shall have the right to exercise all rights and remedies available under law or in equity to enforce the curing of such breach.
6. Enforcement. The Grantor shall have the right to institute such actions or proceedings as it may deem desirable to enforce the provisions set forth herein. Any delay by the Grantor in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights hereunder shall not operate as a waiver of or limitation on such rights, nor operate to deprive

Grantor of such rights, nor shall any waiver made by the Grantor with respect to any specific default by the Grantee, its successors and assigns, be considered or treated as a waiver of Grantor's rights with respect to any other default by the Grantee, its successors and assigns, or with respect to the particular default except to the extent specifically waived.

7. Amendment. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property shall have the right to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed. For purposes of this Section, successors and assigns of the Grantee shall be defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property .

8. Conflict. In the event there is a conflict between the provisions of this Grant Deed and the Agreement, it is the intent of the parties that the Agreement shall control.

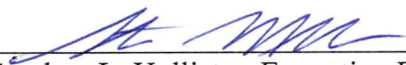
9. Counterparts. This Grant Deed may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

SIGNATURES ON FOLLOWING PAGES.

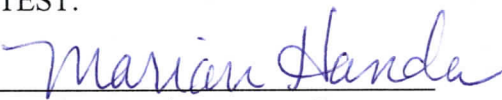
IN WITNESS WHEREOF, Grantor and Grantee have executed this Grant Deed as of this 9th day of March, 2011.

GRANTOR:

**REDEVELOPMENT AGENCY
OF THE CITY OF SAN LEANDRO,
a public body corporate and politic**

By: 
Stephen L. Hollister, Executive Director

ATTEST:

By 
Marian Handa, Agency Secretary

APPROVED AS TO FORM:

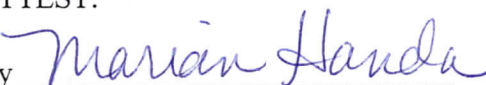
By 
for Jayne Williams, Agency Counsel

GRANTEE:

**CITY OF SAN LEANDRO,
a municipal corporation**

By: 
Stephen L. Hollister, City Manager

ATTEST:

By 
Marian Handa, City Clerk

APPROVED AS TO FORM:

By 
for Jayne Williams, City Attorney

SIGNATURES MUST BE NOTARIZED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) ss.
County of Alameda)

On MARCH 9, 2011 before me, MARY HUSTACE FOSTER, NOTARY PUBLIC,
personally appeared STEPHEN L. HOLLISTER,

My commission number is 1917320.



who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

My commission expires on December 17, 2014.

WITNESS my hand and official seal.

Mary Hustace Foster

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Grant Deed

Document Date: March 9, 2011

Number of Pages: 5

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Stephen L. Hollister

- ☒ Individual
☒ Corporate Officer – Title(s): Executive Director

- ☐ Partner – ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer – Title(s): _____

- ☐ Partner – ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Exhibit A

Portion of Lots "H", "I" and "J", Block 1, Map of the Town of San Leandro, filed February 27, 1855, Map Book 1, page 19, Alameda County Records, described as follows:

Beginning at the intersection of the northwestern line of Davis Street, as shown on said map, with the northeastern line of the parcel of land conveyed in the deed by Daniel Murphy to City of San Leandro, recorded June 7, 1957 in Book 8384 of Official Records of Alameda County, page 493 (AM/56913); and running thence along the northeastern line of said conveyed in said deed, the two following courses and distances: north $24^{\circ} 58' 16''$ west, 108 feet; thence northerly and northeasterly on a curve to the right with a radius of 93.60 feet, a distance of 78.14 feet, to a line drawn northwesterly, at right angles, to said line of Davis Street from a point distant thereon north $62^{\circ} 00'$ east, 63 feet from the center line of Hayes Street, as shown on said map; thence along the line so drawn, southeasterly 177 feet, more or less, to said northwesterly line of Davis Street; and thence along the last named line, south $62^{\circ} 00'$ west, 40.10 feet to the point of beginning.

Assessor's Parcel No: 075-0001-010-02

Exhibit B

Title 1

REDEVELOPMENT PLAN FOR THE PLAZA REDEVELOPMENT PROJECT AREA

Chapters:

Division I Plaza Redevelopment Project

- 1.04 General Provisions**
- 1.08 Land Utilization**
- 1.12 Improvements**
- 1.16 Financing**
- 1.20 Owner Participation**

Division II Plaza 2 Redevelopment Plan

- 1.24 General Provisions**
- 1.28 Land Utilization**
- 1.32 Improvements**
- 1.36 Financing**
- 1.40 Owner and Business Tenant Participation**

Division III Merger of Plaza 1 and Plaza 2 Redevelopment Projects

- 1.44 Merger of Plaza 1 and Plaza 2**

Division I

PLAZA REDEVELOPMENT PROJECT

Chapter 1.04

GENERAL PROVISIONS

Sections:

- 1.04.010** **Designation of project area.**
- 1.04.020** **Existing characteristics of project area.**
- 1.04.030** **Purpose of redevelopment project.**
- 1.04.040** **Population densities and building intensities.**
- 1.04.050** **Conformance with general plan.**
- 1.04.060** **Nondiscrimination.**
- 1.04.070** **Relocation.**
- 1.04.080** **Miscellaneous.**

1.04.010 Designation of project area.

This project area was originally designated as the downtown plaza redevelopment project area and is redesignated as the Plaza 1 redevelopment project area. Said project area is as set forth on the map following this section, marked "Exhibit 1.04.010," and more particularly described as follows:

Beginning at the point of intersection of the southeasterly line of Callan Avenue with the northeasterly line of East 14th Street; thence southeasterly along the said northeasterly line of East 14th Street to its intersection with the northeasterly prolongation of the southeasterly line of West Juana Avenue; thence southwesterly along the said prolonga-

tion of the southeasterly line of West Juana Avenue and along the said southeasterly line of West Juana Avenue to an intersection with the southwesterly line of Hays Street; thence northwesterly along the said southwesterly line of Hays Street to its intersection with the northwesterly line of Davis Street; thence northeasterly along the said northwesterly line of Davis Street to its intersection with the southwestern line of East 14th Street; thence easterly in a direct line to the intersection of the northeasterly line of East 14th Street with the northwesterly line of Callan Avenue; thence southeasterly in a direct line to the point of beginning.

The redevelopment plan for the Plaza 1 redevelopment project area originally designated as the Downtown Plaza redevelopment project area, was approved by Ordinance No. 1295 N.S., adopted December 28, 1960, and amended by Ordinance No. 67-63, 71-29, 75-39, and 80-34 adopted on December 26, 1967, October 26, 1971, August 4, 1975 and July 14, 1980 respectively. The project area was redesignated as the Plaza 1 redevelopment project area by Ordinance No 75-39. (Plaza 1 redev. plan § 1, 1986)

PLAZA 1 REDEVELOPMENT PROJECT

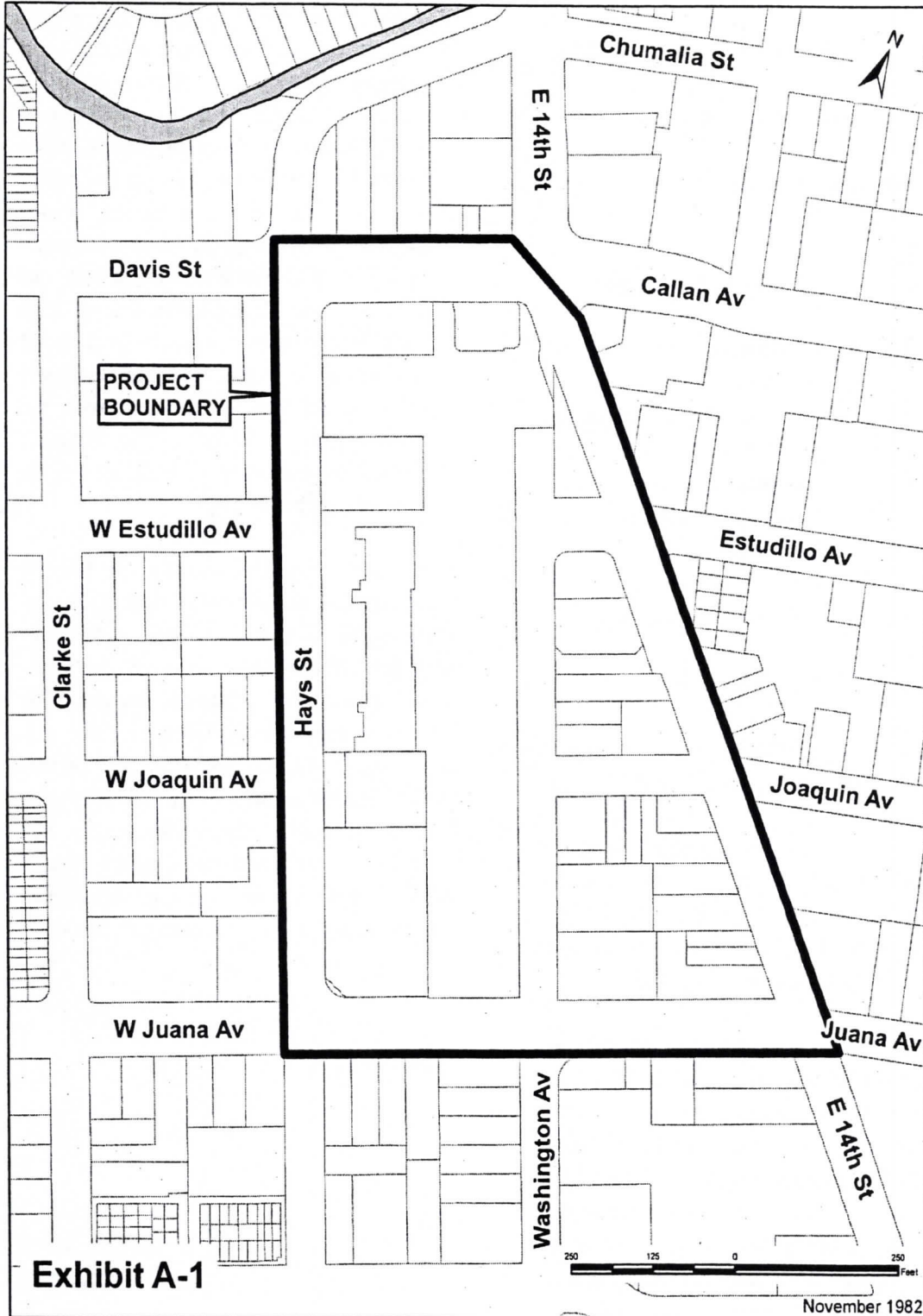


Exhibit A-1

CITY OF SAN LEANDRO

Reprinted September 2005

1.04.020 Existing characteristics of project area.

The project area is characterized by the existence of buildings and properties that suffer from functional and structural obsolescence, economic deterioration, disuse, depreciated property values and impaired investments, due to age, deterioration, faulty interior arrangement, and faulty exterior spacing. It is declared that the project area is a blighted area, the redevelopment of which is necessary to effect the public purposes set forth in the Health and Safety Code of the state of California (33031, 33032, 33033). (Plaza 1 redev. plan § 2, 1986)

1.04.030 Purpose of redevelopment project.

A. The purpose of this redevelopment project is to revitalize the project area through the joint participation of property owners, businessmen and the redevelopment agency and to prevent further deterioration and obsolescence to the detriment of the public welfare.

B. This project will promote and protect the sound redevelopment of the project area and the resulting general welfare of the city of San Leandro:

1. By creating new parking areas, improving existing parking, improving circulation through creation of malls and new means of access, and by developing new public facilities and public open spaces;

2. By creating thereby a strong incentive for private rehabilitation and modernization of existing structures and the development of new ones;

3. By establishing rules, procedures and guidance to facilitate and expedite such private rehabilitation, modernization and new development;

4. By establishing a comprehensive design concept and development standards to enhance and unify the appearance of the project area through guidance and coordination of private and public improvement programs (33020, 33021, 33035-e). (Plaza 1 redev. plan § 3, 1986)

1.04.040 Population densities and building intensities.

Existing building intensities will be substantially increased by the project as the land covered by one-story buildings and grade-level parking areas is cleared to make room for multi-story buildings and parking garages. Average building height will increase as additional parking supplies and improved public transportation permit more intensive use of remaining building sites. No building shall exceed the height or coverage limitations specified in the zoning ordinance. Types of building construction permitted in this plan are as set forth in the fire district and building codes of the city of San Leandro. (33333)

In accordance with the General Plan, and in view of the very strong commercial character of this project, no residential uses will be permitted. (Plaza 1 redev. plan § 5, 1986)

1.04.050 Conformance with general plan.

This redevelopment plan is compatible with the general plan of the city of San Leandro and will protect and promote sound development and redevelopment of a blighted area in conformance with the provisions of

1.04.060

said general plan. This redevelopment plan provides for the implementation of those sections of the general plan dealing with circulation and land use within the project area. (33331) (Plaza 1 redev. plan § 6, 1986)

1.04.060 Nondiscrimination.

Every deed, lease, or contract for the sale, lease, sublease or other transfer of land to which the agency is a party in the redevelopment project shall contain the nondiscrimination clauses prescribed by the California Community Redevelopment Law. (33337, 33436) (Plaza 1 redev. plan § 7, 1986)

1.04.070 Relocation.

Residences and businesses displaced from locations Plaza 1, where such displacements are caused by activities associated with Plaza 1, will be assisted in accordance with the provisions of the California Uniform Relocation Assistance Act and guidelines therefor as adopted by the redevelopment agency. (Plaza 1 redev. plan § 8, 1986)

1.04.080 Miscellaneous.

A. Acquisition of Property. The agency may acquire by gift, purchase, lease or condemnation any part of the real property in the project area. (33342)

Any eminent domain proceedings to acquire property within the project area shall be commenced not later than twelve (12) years from the date of adoption of Ordinance No. 86-038, adopted December 15, 1986. (33333.4[3])

B. Disposal of Agency Land. The agency shall dispose of all land acquired by it through sale or lease, except property conveyed by the agency, to the city of San Leandro. (33335)

All such agency property shall be disposed of in accordance with the provisions and objectives of this plan. The sale, lease or conveyance by agreement of agency property shall include provisions for the retention of controls, and the establishment of any restrictions or covenants running with the land sold, leased or conveyed for private use for such periods of time and under such conditions as the agency deems necessary to carry out this plan.

C. City Participation. The city may expend funds to undertake and complete any proceedings necessary to carry out the project. (33343, 33344)

D. Payments to Other Taxing Agencies. In any year during which it owns property in the project area, the agency is authorized, but not required, to pay directly to any city, county, city and county, district, including, but not limited to, a school district, or other public corporation for whose benefit a tax would have been levied upon such property had it not been exempt, an amount of money in lieu of taxes.

A proportionate share of any amount of money paid by the agency to any city and county pursuant to the preceding paragraph shall be disbursed by the city and county to any school district with territory located within the project area in the city and county. "Proportionate share," as used in this section, means the ratio of the school district tax rate, which is included in the total tax rate of the city and county, to the total tax rate of the city and county.

The agency may also pay for any taxing agency with territory located within the project area (other than the city) any amounts of money which in the agency's determination are appropriate to alleviate any financial

burden or detriment caused to such taxing agency by the project.

E. Duration of this Plan. Except for the nondiscrimination and nonsegregation provisions which shall run in perpetuity and the provisions of Chapter 1.16, the provisions of this plan shall be effective and the provisions of the documents formulated pursuant to this plan shall be effective until January 1, 2012.

F. Procedure for Amendment. This plan maybe amended by means of the procedure established in the Community Redevelopment Law or any other procedure established by law. (Ord. 2005-009 § 1(A); Ord. 2003-019 § 1 (part), 2003; Ord. 95-042 § 1, 1995; Plaza 1 redev. plan § 12, 1986)

1.08.010

Chapter 1.08

LAND UTILIZATION

Sections:

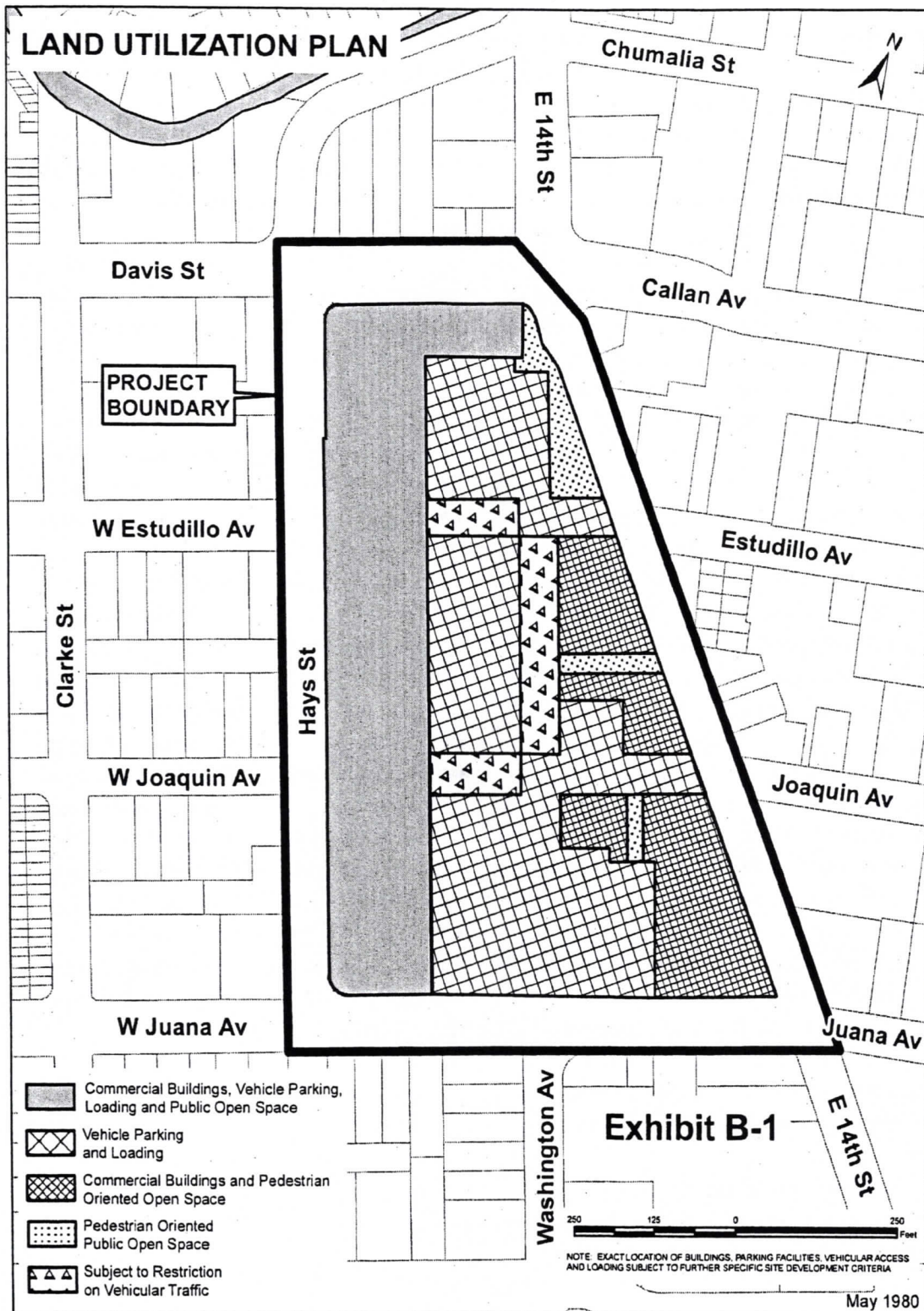
- 1.08.010 General.**
- 1.08.020 Uses permitted.**
- 1.08.030 Existing uses.**

1.08.010 General.

Land use in the project area will be largely confined to commercial and professional activities. Grouping of business activities which, in close proximity to one another, are mutually beneficial will be of paramount importance. The indefinite retention or development in the project area of uses having a disruptive influence on the physical cohesiveness of pedestrian shopping and business facilities is contrary to the purposes of this plan. Location, within the project area of permitted uses shall be as shown on the land utilization plan, Exhibit 1.08.010 of this chapter. (Plaza 1 redev. plan § 4(A), 1986)

Exhibit 1.08.010

PLAZA 1 REDEVELOPMENT PROJECT



CITY OF SAN LEANDRO

Reprinted September 2005

1.08.020

1.08.020 Uses permitted.

All uses within the project area are subject to approval by the redevelopment agency as to design, construction, timing and continuing maintenance of private improvements. Approval shall be denied in all instances in which the agency determines that the proposed use would create an undue burden on public parking facilities within the project area. Parking shall be provided by property owners as determined by the agency as necessary to serve any new use or expanded existing use. Subject to such prior approval, the following uses are permitted within the project area in areas designated "commercial buildings" on Exhibit 1.08.010:

A. Retail sales of primarily new merchandise including, but not limited to, sale of confections, bakery goods, food, drugs, flowers, gifts, books, furniture, office supplies, hardware, clothes, shoes, cameras, appliances, radios, televisions, jewelry, paintings, liquor, paint, art and craft supplies;

B. Personal service establishment including, but not limited to, beauty shop, barber shop, portrait studio, radio and television repair, shoe repair, real estate, office machine repair, auto leasing, tailor;

C. Restaurant, theater;

D. Parking area and structure for passenger automobiles;

E. Household and business service establishment including, but not limited to, interior decorating, upholstery, blueprinting, job printing, automatic laundry, laundry pick-up station;

F. Business, professional, administrative and executive offices including, but not limited to, office for architect, attorney, en-

gineer, public utility, accountant, insurance company, physician and surgeon;

G. Financial institution, including bank, saving and loan company, finance company;

H. Tavern;

I. Business and professional school, including beauty academy, which does not occupy the street or ground floor of a building;

J. Lodge, club, social and fraternal organization, public or quasi-public building, post office. (Plaza 1 redev. plan § 4(B), 1986)

1.08.030 Existing uses.

Existing uses may continue to subject to the rules for owner-participation adopted by the agency. Existing residential uses in areas in which residential uses are not permitted in this plan may continue subject to compliance with the rules for residential occupancy adopted by the agency. Other existing uses not permitted in their present locations by this plan may continue only until the expiration of the lease or change in ownership existing on the date of adoption of this plan. The agency may permit extension of a lease or execution of a new lease in any case in which, in the opinion of the agency, an acute personal or financial hardship exists, provided such approval includes a specific time for discontinuance of such non-conforming use agreed to by the owner thereof. (Plaza 1 redev. plan § 4(C), 1986)

Chapter 1.12

IMPROVEMENTS

Sections:

- 1.12.010 General.**
- 1.12.020 Parking facilities.**
- 1.12.030 Pedestrian access.**
- 1.12.040 Traffic improvements.**
- 1.12.050 Bicycle access.**

1.12.010 General.

A. The Plaza 1 redevelopment project includes the construction of certain private and public improvements and the acquisition of property necessary therefor. Plaza 1 redevelopment project includes the renovation and rehabilitation of existing privately owned structures in accordance with the owner-participation provisions hereinafter set forth.

B. Plaza 1 provides for the construction of the following specific public improvements under the financing program set forth in Chapter 1.16:

1. Improvement and maintenance of public areas;
2. Widening of East 14th Street and restriction of vehicular traffic on portions of Washington Avenue, West Estudillo Avenue and West Joaquin Avenue;
3. Public plazas;
4. Pedestrian malls, including widening on the north side of the mall in the block bounded by West Estudillo Avenue, East 14th Street, Washington Avenue, and West Joaquin Avenue;
5. Landscaping and lighting of pedestrian areas and parking areas; installation of public amenities, including kiosks, fountains,

sculptures, benches, bus shelters and decorative paving.

C. Provision shall be made for a gradual transition from primary dependence on private transportation to primary dependence on public transportation as a means of access to and departure from the project area. These provisions shall include planned flexibility in public and private construction to accommodate later the addition of a transit link between the project area and the Bay Area Rapid Transit Station at Davis Street and San Leandro Boulevard.

D. The agency may, as it deems necessary to carry out this plan and subject to the consent of the city council and the determinations to be made under Health and Safety Code Section 33445, pay all or part of the value of the land for and the cost or installation and construction of such buildings, facilities, structures, street widenings or other improvements identified in this chapter which are publicly owned, either within or outside the project area, at such locations as determined by the agency in implementing plan.

E. When the value of such land or the cost of the installation and construction of such building, facility, structure or other improvement, or both, has been or will be paid for initially by the city or other public corporation, the agency may enter into a contract with the city or other public corporation under which it agrees to reimburse the city or other public corporation for all or part of the value of such land or all or part of the cost of such building, facility, structure or other improvement, or both, by lump sum, partial or periodic payment over a period of years.

1.12.020

F. The obligation of the agency, under such contract, shall constitute an indebtedness of the agency for the purpose of carrying out the redevelopment of the project area, which indebtedness may be made payable out of taxes levied in the project area and allocated to the agency under subdivision (b) of Section 33670 of the Health and Safety Code or out of any other available funds.

G. In a case where such land has been or will be acquired by, or the cost of the installation and construction of such building, facility, structure or other improvements has been paid by, a parking authority, joint powers entity or other public corporation to provide a building, facility, structure or other improvement which has been, or will be, leased to the city, such contract may be made with, and such reimbursement may be made payable to the city. (333445) (Plaza 1 redev. plan § 9(A), 1986)

1.12.020 **Parking facilities.**

This project will create new public off-street parking spaces located in the areas of greatest need in the project area. The locations of these parking areas are as indicated on Exhibit 1.08.010. (Plaza 1 redev. plan § 9(B), 1986)

1.12.030 **Pedestrian access.**

A. Improved pedestrian circulation access involves six types of public improvements:

1. Public sidewalks and plazas to the rear of existing commercial blocks and adjacent to off-street parking areas;

2. Public sidewalks adjacent to public streets;

3. Arcades, fountains, benches, landscaping and other amenities on principal sidewalks wherever they exist;

4. Public crossblock malls to connect off-street parking areas to commercial frontages;

5. Major public malls, plazas and other landscaped open spaces associated with new commercial developments;

6. Provision for safe, convenient, and unassisted movement of physically handicapped persons.

B. All buildings with direct access to an off-street parking area will be required to provide private customer and employee entrances to said parking area in conjunction with private rehabilitation work.

C. The agency may grant an exception to this provision if the property owner or occupant demonstrates that compliance with the requirement would result in extreme difficulty and unnecessary hardship to the owner or lessee and would fail to service the purposes of this section.

D. The emphasis on better pedestrian access will be on appearance as well as convenience. The specific objective is the creation of a pleasant pedestrian environment separate and distinct, to the greatest extent possible, from automobile and truck traffic.

E. The locations of pedestrian malls, plazas and public open spaces are as indicated on Exhibit 1.08.010. (Plaza 1 redev. plan § 9(C), 1986)

1.12.040 **Traffic improvements.**

This project provides for the widening of portions of East 14th Street and the modification of portions of West Estudillo Avenue, West Joaquin Avenue, Hays Street and Washington Avenue. Provisions will be

made for future development and expansion of public transportation systems and for eliminating conflicts in movement of private and public transportation vehicles.

Additionally, the plan provides for widening and changing Hays Street from a one-way street to a two-way street and making related changes to traffic signals within and adjacent to the project area, and widening portions of Davis Street and West Juana Avenue.

Since the inception of the plan in 1960, several public streets have been modified to restrict vehicular movements to minimize or preclude the use thereof by vehicular traffic which has destinations other than in the project area. Washington Avenue between Davis Street and West Estudillo Avenue, one-way northbound, provides access to off-street parking and no longer intersects Davis Street. A traffic diversion barrier has been installed in Washington Avenue between West Juana and West Joaquin Avenues which precludes the through movement of two-way traffic resulting in a dispersal of traffic into adjacent public parking areas serving adjoining commercial uses. The traveled way or usable width of West Joaquin Avenue between East 14th and Hays Streets has been effectively reduced to accommodate one-way traffic and diagonal parking thus restricting east-west vehicular movement on portions of this street.

The parking, loading/delivery and street system delineated on the land utilization plan, Exhibit 1.08.010, reflects the continuation or furtherance of an already established plan objective of discouraging the use of streets within the core of the project area by vehicular traffic which has destinations elsewhere to minimize or preclude the potential for conflict between the two

different types of traffic within the project. To provide for the proper utilization of property to be redeveloped, provide improved access, parking and traffic circulation, and to preclude through movement of vehicular traffic from the core of the project area, West Estudillo and West Joaquin Avenues between the westerly right-of-way line of Washington Avenue and the easterly right-of-way line of Hays Street may be vacated. A small section of Washington Avenue, approximately one-half block in length southerly of Davis Street and northerly of West Estudillo Avenue, may also be vacated. (Plaza 1 redev. plan § 9(D), 1986)

1.12.050 Bicycle access.

Bicycle routes planned for portions of West Estudillo, West Joaquin and Washington Avenues in the project area and affected by this plan will be rerouted as necessary to the perimeter of the project area to permit continuation of east-west bicycle travel. Bicyclists will have access to and parking facilities in the project area. (Plaza 1 redev. plan § 9(E), 1986)

1.16.010

Chapter 1.16

FINANCING

Sections:

- 1.16.010 General.**
- 1.16.020 Tax increments.**
- 1.16.030 Bonds advances and
indebtedness.**

1.16.010 General.

The agency is authorized to finance this project with financial assistance from the city, state, federal government of the United States of America, property tax increments, special assessment districts, donations, interest income, agency bonds, loans from private financial institutions, the lease of agency-owned property, sale of agency-owned property and/or any other available source. (33600, 33601) (Plaza 1 redev. plan § 10(A), 1986)

1.16.020 Tax increments.

A. All taxes levied upon taxable property within the project area each year by or for the benefit of the state, county, city any district or other public corporation (hereinafter sometimes called "taxing agencies") after the effective date of the ordinance by which a redevelopment plan was established for the areas set forth in said ordinance and until such time as all indebtedness created pursuant to Section 1.16.030 of this chapter has been paid, shall be divided as follows:

1. That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of said taxing agencies upon the total sum of the assessed value of the taxable property in the

redevelopment project as shown upon the assessment roll used in connection with the taxation of such property by such taxing agency, last equalized prior to the effective date of such ordinance, shall be allocated to and when collected shall be paid to the respective taxing agencies as taxes by or for said taxing agencies on all other property are paid (for the purpose of allocating taxes levied by or for any taxing agency or agencies which did not include the territory of the project on the effective date of such ordinance but to which such territory is annexed or otherwise included after such effective date, the assessment roll last equalized on the effective date of said ordinance shall be used in determining the assessed valuation of the taxable property in the project on said effective date) and;

2. That portion of said levied taxes each year in excess of such amount shall be allocated to and when collected shall be paid into a special fund of the agency to pay the principal of and interest on bonds, loans, monies advanced to, or indebtedness (whether funded, refunded, assumed or otherwise) incurred by the agency to finance or refinance, in whole or in part, this redevelopment project. Unless and until the total assessed value of the taxable property in the project exceeds the total assessed value of the taxable property in the project as shown by the last equalized assessment roll referred to in subsection (A)(1) of this section, all of the taxes levied and collected upon the taxable property in the project shall be paid to the respective taxing agencies. When such bonds, loans, advances and indebtedness, if any, and interest thereon, have been paid, all monies thereafter received from taxes upon the taxable property in the project shall be paid to

the respective taxing agencies as taxes on all other property paid. (33670)

B. The portion of taxes mentioned in subsection (A)(2) of this section are irrevocably pledged for the payment of the principal and interest on the advance of monies, or making of loans, or the incurring of any indebtedness (whether funded, refunded, assumed or otherwise) by the agency to finance or refinance the project in whole or in part.

C. The agency is authorized to make such pledges as to specific advances, loans, and indebtedness as appropriate in carrying out the plan.

D. The number of dollars of taxes which may be divided and allocated to the agency pursuant to the plan shall not exceed seven million five hundred thirty-seven thousand six hundred and fifty-seven dollars (\$7,537,657.00), exclusive of the housing setaside funds required by Section 33334.2 of the Community Redevelopment Law. Taxes shall not be divided and shall not be allocated to the Agency beyond said limitation without an amendment to this plan. (33333.4[1]) (Plaza 1 redev. plan § 10(B), 1986)

1.16.030 Bonds advances and indebtedness.

The agency is authorized to issue bonds if appropriate and feasible in an amount sufficient to finance all or any part of the project. (33341)

The agency is authorized to obtain advances, borrow funds and create indebtedness in carrying out this plan. The principal and interest on such advances, funds and indebtedness may be paid from tax increments or any other funds available to the agency. (33601, 33671)

Neither the members of the agency nor any persons executing the bonds are liable personally on the bonds by reason of their issuance. (33643)

The bonds and other obligations of the agency are not a debt of the city, the state, nor are any of its political subdivisions liable for them, nor in any event shall the bonds or obligations be payable out of any funds or properties other than those of the agency; and such bonds and other obligations shall so state on their face. The bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. (33644)

The agency shall not establish or incur loans, advances or indebtedness to finance, in whole or in part, the redevelopment project after the plan termination date as set forth in Section 1.04.080 of this title without amending this plan. This limit, however shall not prevent incurring debt to be paid from the low- and moderate-income housing fund or establishing more debt in order to fulfill the agency's housing obligations in accordance with state law.

Pursuant to Section 33333.6 of the Health and Safety Code, receipt of tax increment to finance, in whole or in part, the redevelopment project will terminate as of December 28, 2008, except to the extent that debt incurred prior to January 1, 1994 requires repayment and that the agency must fulfill certain affordable housing obligations. Repayment of debt established prior to January 1, 1994 must be repaid by December 28, 2026 pursuant to Sections 33333.6(h) and 33670 of the State Health and Safety Code. (Ord. 2005-009 § 1(B); Ord. 2003-019 § 1 (part), 2003; Ord. 94-018 § 1, 1994; Plaza 1 redev. Plan § 10(C), 1986)

Chapter 1.20

OWNER PARTICIPATION

Sections:

- 1.20.010 General.**
- 1.20.020 Rules and regulations governing owner participation.**
- 1.20.030 Owner participation agreements.**
- 1.20.040 Standards.**
- 1.20.050 Alternate provisions on failure of owner to participate.**

1.20.010 General.

The improvement of existing buildings by their owners is one of the primary objectives of Plaza 1.

In order to achieve this objective, and in order to protect the investments of property owners who undertake substantial remodeling and rehabilitation work, a uniform and equitable owner participation program in Plaza 1 is necessary. Property owners will be given the opportunity to participate by coordinating remodeling and rehabilitation work with the execution of a new lease or lease renewal. The plan includes a positive approach to insure that remodeling and rehabilitation work are carried out properly and promptly throughout the project area. (33339)

Participation opportunities shall necessarily be subject to and limited by such factors as the need for expansion of public facilities; elimination, relocation and/or modification of land uses; realignment and abandonment of streets; the ability of participants to finance acquisition and development in

accordance with the plan; reduction of the total number of, or change in the sizes of, individual parcels in the project area; and change in orientation and character of the area, or portion of the area; and preservation of existing buildings which have historical and/or architectural qualities that will enhance the plan.

The extent to which participation opportunities are feasible and afforded to property owners in the project area shall be at the sole discretion of the agency.

In carrying out the objectives of the plan, the agency may establish or appoint such committee or subcommittee as are necessary to assist the agency in achieving those objectives by developing and implementing policies and development standards related to, but not limited to, sign control, architectural treatment of structures, occupancy of buildings, on-site pedestrian and vehicular circulation, driveway locations, and prohibiting or restricting uses which may have adverse traffic generating characteristics inconsistent with the objectives of the plan. (Plaza 1 redev. plan § 11(A), 1986)

1.20.020 Rules and regulations governing owner participation.

A. The owner participation program providing for the repair, renovation and renewal of existing structures by their owners shall be subject to the following regulations:

1. Approval of the redevelopment agency will be required before any of the following shall occur:

a. Issuance of any building, plumbing or electrical permit within the project area; or

b. Any change in use or occupancy of any property or portion thereof. "Change in

occupancy" will include both the occupancy by a different tenant of property previously vacated, and the execution of a new lease, lease renewal, lease assignment, or other agreement providing for continuing occupancy by an existing occupant or new occupant after termination or expiration of lease.

2. Agency approval shall be granted only if the owner has:

a. Completed improvements in accordance with the redevelopment plan and all standards relating to such improvements adopted by the redevelopment agency; or

b. Entered into an owner participation agreement providing for such improvements.

3. Any change in use or occupancy, any lease renewal, or other agreement providing for continuing occupancy by an existing occupant or new occupant, or any unauthorized construction activity initiated without approval of the agency shall be a misdemeanor.

4. No business license shall be issued to any business within the project area which is not in compliance with this plan.

5. Any lease executed in violation of these provisions shall be voidable at the option of the lessee.

6. In the event of failure of an owner to fully comply with the provisions of an owner participation agreement into which owner has entered with the agency, the agency may thereupon, by motion, declare void all occupancy approvals granted by agency in said agreement. Continued occupancy of the premises thereafter by such occupants is a violation of this plan. (Plaza I redev. plan § 11(B), 1986)

1.20.030 Owner participation agreements.

Owner participation agreements will be prepared as soon after the adoption of the redevelopment plan as possible. Such agreements will be prepared by the redevelopment agency after consultation with property owners. Each agreement will contain a list of minimum improvements to be made for the specific property to which it applies, formulated in accordance with the standards and design concept established hereunder. In addition, each agreement will provide for the submission to the agency of specific plans and specifications for these improvements sufficiently in advance of the time at which the improvements are actually to be accomplished to permit thorough agency review. The time at which improvements to a building are to be accomplished will, when necessary, be coordinated with the lease period of its major occupant. In those cases with prolonged periods of time remaining on the current lease, earlier dates will be established by the agency. (Plaza I redev. plan § 11(C), 1986)

1.20.040 Standards.

All improvement plans presented to the redevelopment agency and all actual improvements shall conform to the standards adopted by said agency on August 14, 1967, as part of the rules and standards governing owner participation, and any subsequent amendments thereto.

The agency may approve a variance from the development standards on a showing by the owner that the extent of recent improvements, the location or orientation of the building or the nature of a proposed use of

1.20.050

the building is such that strict adherence to all improvement standards would seriously and adversely affect the operation of such use. (Plaza 1 redev. plan § 11(D), 1986)

**1.20.050 Alternate provisions on
failure of owner to
participate.**

In the event of failure of the owner to participate in accordance with the owner participation provisions of this plan, the redevelopment agency may acquire the property through eminent domain or as otherwise provided in any owner participation agreement for subsequent disposition for renovation according to standards established by this plan and use in accordance with this plan. This alternate procedure will become effective only if the owner fails to make required improvements or enter into an owner participation agreement within a period of six months following termination of an existing lease, tenancy or use. The agency may, on its own motion or by application of the owner, extend this period for an additional period or periods of six months. Execution of an owner participation agreement prior to actual acquisition by the agency, and reimbursement to the agency by the owner of any costs incurred in pursuance of such acquisition under this alternate procedure, will reinstate the owner participation provisions of the plan. (33340) (Plaza 1 redev. plan § 11(E), 1986)

Division II

PLAZA 2 REDEVELOPMENT PLAN

Chapter 1.24

GENERAL PROVISIONS

Sections:

- 1.24.010 Introduction.
- 1.24.020 Project area boundaries and description.
- 1.24.030 Purpose of redevelopment project.
- 1.24.040 Population densities and building intensities.
- 1.24.050 Housing—Replacement
- 1.24.060 Conformance with general plan.
- 1.24.070 Nondiscrimination.
- 1.24.080 Relocation.
- 1.24.090 Miscellaneous.
- 1.24.100 Duration of this plan.
- 1.24.110 Procedure for amendment.

1.24.010 Introduction.

The Community Redevelopment Law of the state of California (Health and Safety Code Section 33000 et seq.) enables a local government to adopt a redevelopment plan for an area of the community when it determines that the physical, social or economic conditions of that area are such that they constitute blight or blighting influences (as defined by the Redevelopment Law) which neither the public nor private sectors, acting alone, can overcome.

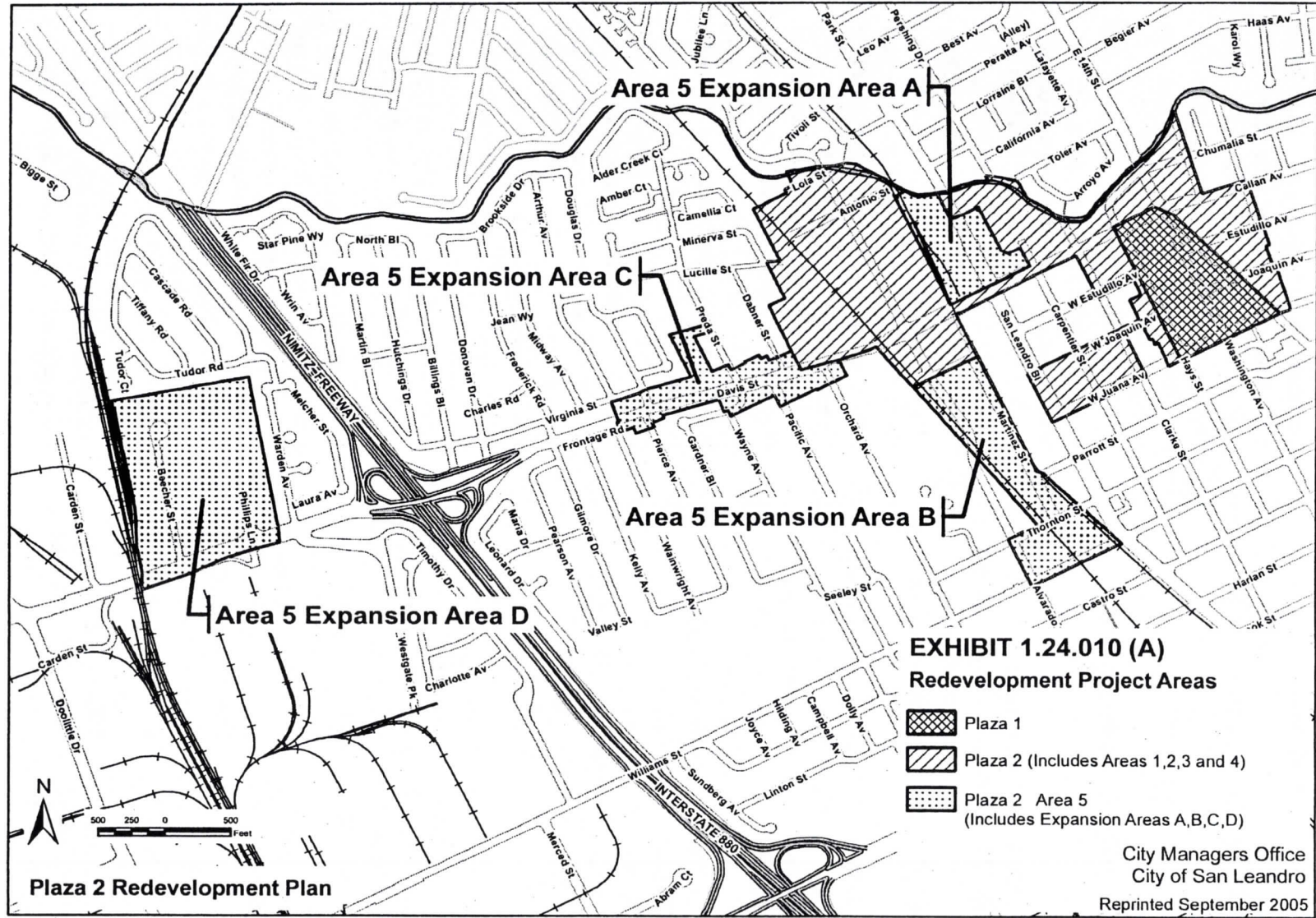
The definitions of "blight" cover a broad range of physical, social and economic characteristics that adversely impact on a

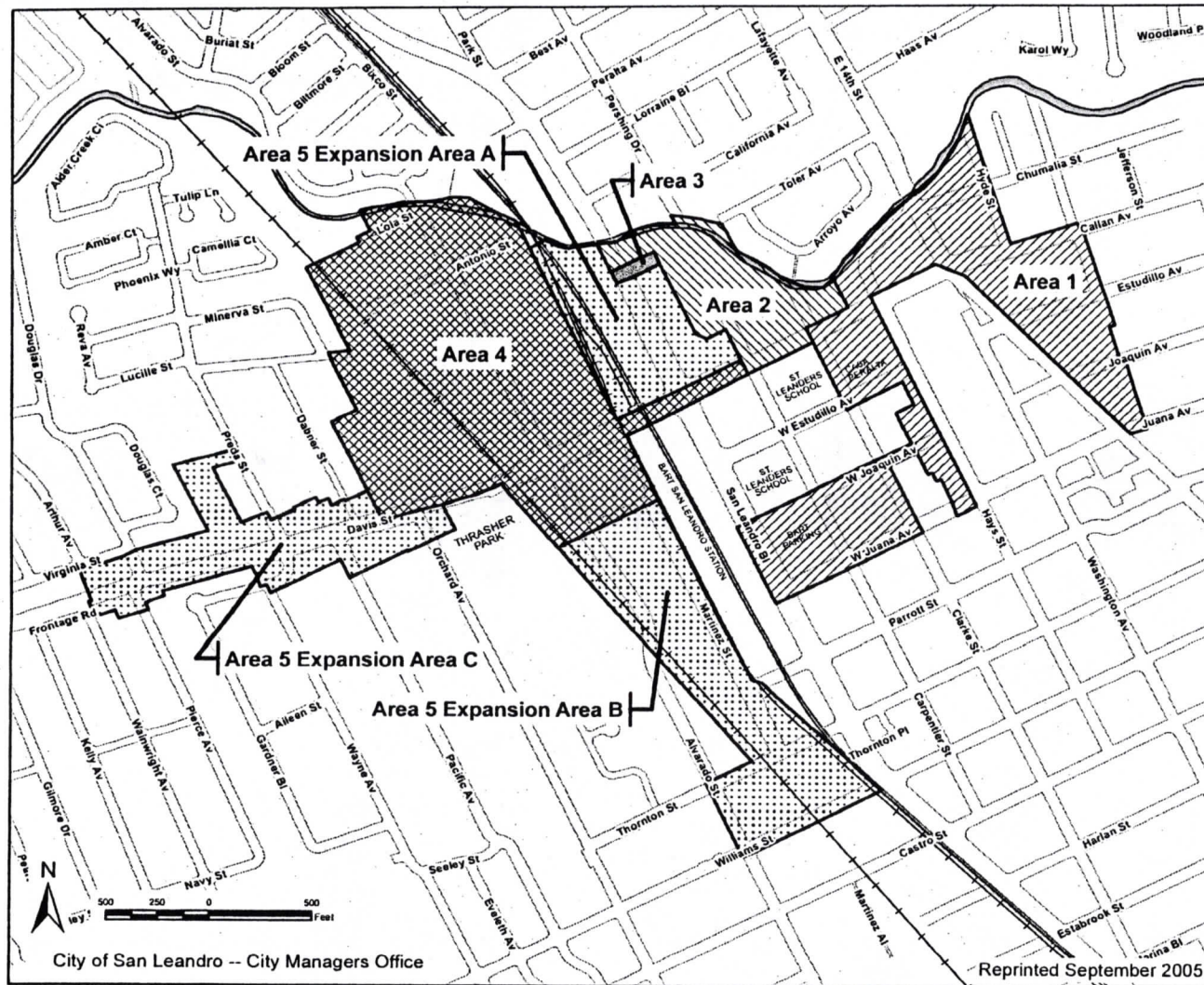
neighbor hood or community. Examples of such conditions would include deteriorating or insufficient public infrastructure or public facilities, irregular or fragmented parcelization, inappropriate or mixed land uses, and detrimental economic conditions.

The city of San Leandro first established a redevelopment project in 1960 to deal with the inadequacies, deterioration and obsolescence of public and private buildings and facilities in the heart of the community. The location of this redevelopment project area, originally designated as the Downtown Plaza redevelopment project area and now known as the Plaza 1 redevelopment project area, is shown on Exhibit 1.24.010(A).

As noted in the Plaza 1 redevelopment plan, the intent of the redevelopment project was to "promote and protect the sound redevelopment of the project area and the resulting general welfare of the city of San Leandro." This was to be accomplished in part by direct actions of the redevelopment agency to improve and expand parking and to develop new public facilities and public open spaces. These public actions would in turn create incentives for private rehabilitation, modernization and new development, all in accordance with agency rules and procedures intended to expedite such private actions.

In 1967 the city established the Plaza 2 redevelopment project area. This original Plaza 2 redevelopment project area was augmented by the addition of certain territory in 1974. The added area included the BART parking lot, Lincoln School site, Casa Peralta and the southeast corner of Davis and Clark Streets. The original Plaza 2 project area together with this first added area is shown as Area 1 on Exhibit 1.24.010(B).



**EXHIBIT 1.24.010 (B)****Plaza 2 Project Areas**

Refer to Appendix A for Legal Descriptions of the Areas shown on this Map.

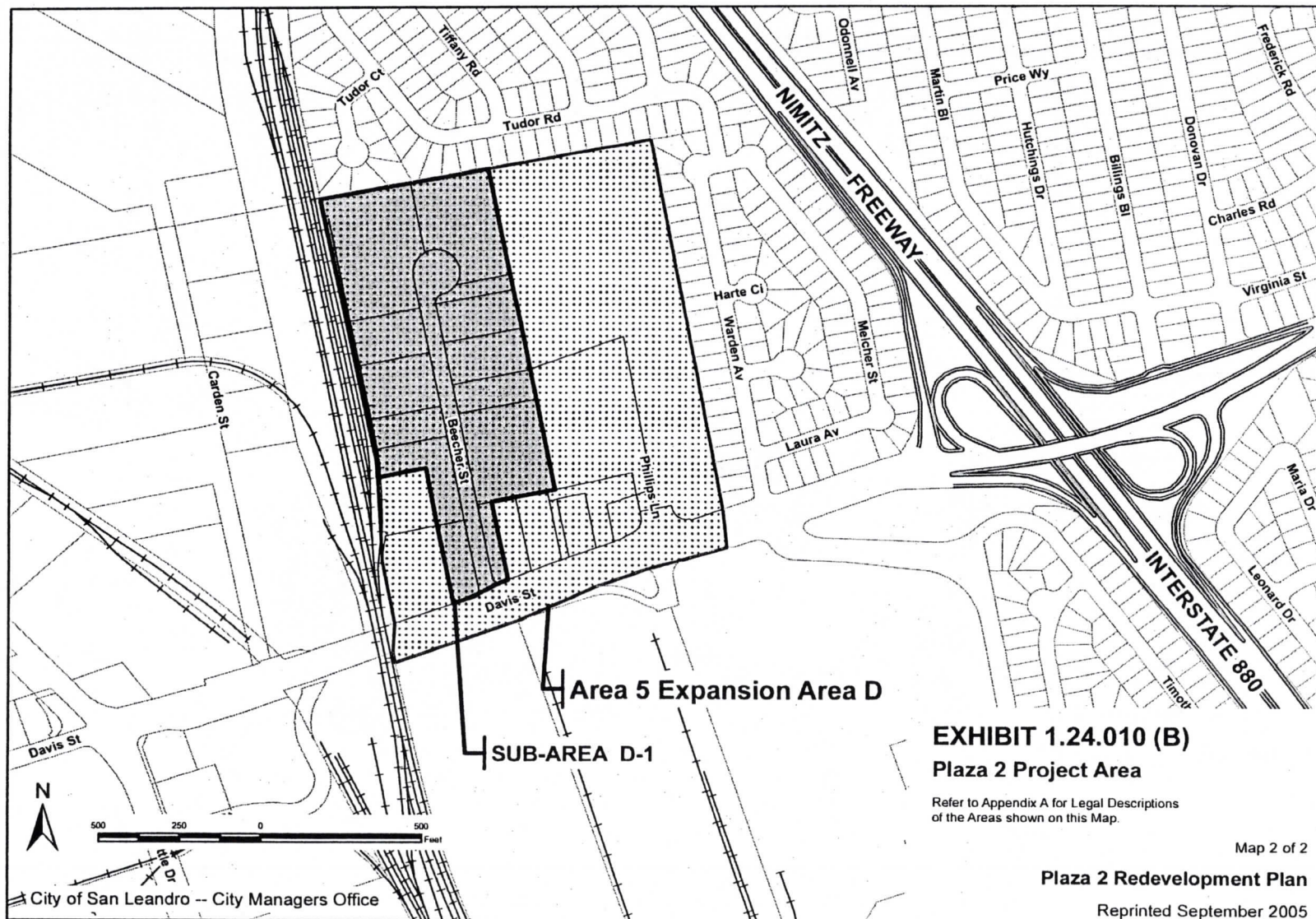
Redevelopment Project Areas

-  Plaza 2 (Area 1)
-  Plaza 2 (Area 2)
-  Plaza 2 (Area 3)
-  Plaza 2 (Area 4)
-  Plaza 2 (Area 5)
(Includes Expansion Areas A,B,C)

Map 1 of 2

Plaza 2 Redevelopment Plan

1.24.010



The Plaza 2 redevelopment plan has been amended several times-over the years, to add more territory to the project area and to revise and update the content of the plan. The lands subsequently added to Area 1 are identified as Areas 2, 3 and 4 on Exhibit 1.24.010(B). The territory to be added to the Plaza 2 project area by this proposed plan amendment is identified as Expansion Areas A, B, C and D (which together constitute Area 5 and is shown on Exhibit 1.24.010(B). The specific city council actions to date adopting and amending the Plaza 2 redevelopment plan are as follows:

Plan Adoption:	Ord. No. 67-62, December 26, 1967,
Amendment No. 1:	Ord. No. 71-28, October 26, 1971,
Amendment No. 2:	Ord. No. 74-14, February 25, 1974,
Amendment No. 3:	Ord. No. 79-39, December 17, 1979,
Amendment No. 4:	Ord. No. 81-019, March 30, 1981,
Amendment No. 5:	Ord. No. 82-093, November 29, 1982,
Amendment No. 6:	Ord. No. 83-026, October 10, 1983,
Amendment No. 7:	Ord. No. 85-049, January 6, 1986.
Mandated Action:	Ord. No. 86-039, December 15, 1986*

* Pursuant to Statutes 1985, Chapter 639, the city council, as the legislative body, was required to modify the redevelopment plan to establish limits on tax increment, bonds, advances and indebtedness, and the exercise of eminent domain. The city council complied with the requirement by approving an urgency measure identified as Ordinance No. 86-039, adopted December 15, 1986.

While the private investment and new development of public improvements envisioned in the Plaza 1 plan have been largely realized, and many of the additional improvements slated for the Plaza 2 area are underway, the redevelopment agency has proposed this eighth amendment of the Plaza 2 redevelopment plan. The amendment, which is contained in this document, adds the territory noted above (Expansion Areas A, B, C and D), identifies various improvements and developments to be undertaken within these areas, and stipulates the agency's financing powers and expenditure limitations.

This amended Plaza 2 redevelopment plan incorporates and supersedes all previous versions of the Plaza 2 redevelopment plan. (Plaza 2 redev. plan § 1, 1988)

1.24.020 Project area boundaries and description.

The legal description of the Plaza 2 redevelopment project area, which includes the previously approved Areas 1, 2, 3 and 4 and the currently proposed Area 5 (Expansion Areas A, B, C and D), is contained in Appendix A of this division.

The Expansion Areas A, B, C and D that make up Area 5 are generally described as follows:

Expansion Area A is located along both sides of San Leandro Boulevard, between Davis Street and San Leandro Creek. The structures located along the east side of San Leandro Boulevard are being purchased by the city as a part of its San Leandro Boulevard and Davis Street widening and upgrading projects. The occupants are to be relocated and the structures are to be demolished. The redevelopment agency intends to purchase the residual portions of these parcels from the city (and add them to the adjacent former city cor-

poration yard site [included in a previous amendment to the Plaza 2 plan]), which is eventually to be redeveloped.

Several of the structures along the west side of San Leandro Boulevard are deteriorating or functionally obsolete. Also, several residential uses still exist in the area, inappropriately intermixed with commercial and light industrial uses. The intent of the plan is to cause this area to be redeveloped for commercial or light industrial uses.

The remaining portion of Expansion Area A includes the lands of the Union Pacific/Western Pacific Railroad right-of-way north of Davis Street, which is the site of the railroad's public loading dock and the elevated BART tracks. The agency plans the development of a public parking lot and access driveways in this area to serve the loading dock and the redeveloped properties fronting on the west side of San Leandro Boulevard.

Expansion Area B is that area situated west of BART's San Leandro station and is bounded generally by West Estudillo Avenue on the north, Martinez Street and the Union (Western) Pacific Railroad on the east, Williams Street on the south, and Alvarado Street and the Southern Pacific Railroad on the west. The major portion of this area, north of Thornton Street, contains several deteriorating former Del Monte food processing buildings now used for general warehousing and storage. Clearance and redevelopment of this area with predominately office uses is envisioned by the agency.

The portion of the area south of Thornton Street contains a mix of deteriorating and vacant buildings intended for light industrial, warehouse and office uses. The area west of the Southern Pacific right-of-way is earmarked for redevelopment as a business park, while the uses east of the railroad right-of-way

may be selectively redeveloped with a business park or light industrial uses.

Expansion Area C is the area along the north and south sides of Davis Street, west of Orchard Avenue. This area extends west to Wainwright Avenue, which is the general limits of the commercial uses along this portion of Davis Street. Most of the commercial uses along the north side of Davis Street are of marginal quality, economically and physically. This area is generally envisioned to be redeveloped with commercial uses.

The properties along the south side of Davis Street were included as a part of the Davis Street Gateway project, a major thoroughfare widening and upgrading project. Also, an assisted senior housing project is to be developed along the south side of Davis Street, between Orchard and Wayne Avenues.

Expansion Area D is located west of Interstate 880 on the north side of Davis Street, between Warden Avenue and the eastern edge of the Southern Pacific Railroad right-of-way. This area is characterized by a mix of heavy commercial and industrial uses (including the Lasley Truck Stop), a truck farm and a single-family home adjacent to Phillips Lane, a twenty (20) foot wide unimproved private access road. This area suffers from an inappropriate mix of uses, inadequate access and circulation, improper parcelization and deteriorating and dilapidated structures. The area is proposed to be selectively redeveloped with light industrial and/or business park uses.

Overall, the redevelopment project area expansion areas are characterized by the existence of buildings and properties which suffer from functional and structural obsolescence, economic dislocation, deterioration and disuse resulting from faulty interior arrangement and exterior spacing, depreciated property values and impaired investments, age, obsolescence,

deterioration, dilapidation and mixed character, which constitute a serious physical, social, and economic burden on the community which cannot reasonably be expected to be reversed or alleviated by private enterprise acting alone.

It is declared that the Plaza 2 project area is a blighted area, the redevelopment of which is necessary to effect the public purposes set forth in the State Community Redevelopment Law. (Plaza 2 redev. plan § 2, 1988)

1.24.030 Purpose of redevelopment project.

A. The city of San Leandro redevelopment agency proposes to use the authority provided to it by this plan to eliminate or reduce blight and blighted conditions presently existing within the designated Plaza 2 redevelopment project area.

B. This action is necessary because within the project area there presently exists an inadequate circulation system; mixed and shifting land uses; fragmented parcelization; functionally obsolete and physically deteriorated structures; potential toxic contamination; and inadequate public improvements, including needed parking facilities, street reconstruction, traffic signalization, curb, gutter and sidewalk construction, street lighting, landscaping, recreational facilities and municipal services facilities—all of which inhibit proper and desirable use and development of the project area.

C. The purpose of this redevelopment project is to revitalize the project area through the joint participation of property owners, business owners and the redevelopment agency and to prevent further deterioration, disuse and obsolescence to the detriment of the public welfare.

D. This project will promote and protect the sound redevelopment of the project area, and the benefits which will result from remedying blighted conditions will contribute to the general welfare of the city of San Leandro by:

1. Providing for the redevelopment of the central business district to a strong concentration of business and transportation facilities through the development of new parking areas, improved public transportation improved pedestrian circulation and access, and new public facilities and public open spaces;

2. Providing for the development of medium to high density residential development immediately adjacent to the central commercial area where commercial services, employment and public transportation are easily accessible;

3. Creating thereby a strong incentive for private rehabilitation and modernization of existing structures and the development of new ones;

4. Facilitating the development of under-utilized properties;

5. Establishing rules, procedures and guidelines to facilitate and expedite such private rehabilitation, modernization and new development;

6. Establishing a comprehensive design concept and development standards to enhance and unify the appearance of the project area through guidance and coordination of private and public improvement programs;

7. Providing for the redevelopment, in accordance with a precise development plan, of substantial acreage in close proximity to the city's central business district and rapid transit station to medium-to-high density residential uses and employment generating uses including offices and light industrial business uses;

8. Providing for and encouraging the grouping together of such combinations of offices and light industrial uses as are capable of being operated under high standards as to appearances of buildings and the treatment of the land around them and which are unobtrusive and not detrimental to surrounding residential, office, and commercial uses; and

9. Providing for the redevelopment of those lands within the project area but not within the central business district or adjacent areas, which are under-utilized, inappropriate, incompatible, deteriorated or obsolete, as industrial or commercial uses compatible with surrounding uses both inside and outside the project area. (Plaza 2 redev. plan § 3, 1988)

1.24.040 Population densities and building intensities.

In accordance with the city's general plan, new, permanent residential uses will be permitted in locations designated on the land utilization plan, Exhibit 1.28.020. Dwelling unit density will be in accordance with the provisions of the zoning ordinance. In general, residential densities will range from medium density (one dwelling unit per one thousand (1,000) square feet of site area) to high density (one dwelling unit per five hundred (500) square feet of site area). The approximate number of dwelling units that may be developed within the entire Plaza 2 redevelopment project area is nine hundred (900).

Existing residences in the project area may continue in use. Residences shall not be required to convert to non-residential use under the provisions of this plan. Individual occupancy approval by the agency will not be required for individual dwelling units. All residential occupancies shall comply with the rules and regulations for residential occupancy

heretofore adopted by the agency and any amendments thereto.

Existing building intensities will be substantially increased by the implementation of the plan as land covered by one-story buildings and grade-level parking is cleared to make room for multi-story buildings, pedestrian plazas, malls and parking areas. Average building height will increase as greater parking availability and improved public transportation permit more intensive use of remaining building sites. No building shall exceed the height or coverage limitations specified in the zoning ordinance. Types of building construction permitted by this plan are as set forth in the San Leandro Uniform Fire and Building Codes. (Plaza 2 redev. plan § 5, 1988)

1.24.050 Housing—Replacement.

Whenever dwelling units housing persons and families of low and moderate income are destroyed or removed from the low- or moderate-income housing market as part of a redevelopment project, the agency shall, within four years of such destruction or removal, rehabilitate, develop or construct, or cause to be rehabilitated, developed or constructed for rental or sale to persons and families of low or moderate income, an equal number of replacement dwelling units at affordable housing costs.

The provisions of this section of the plan apply only to Areas 2, 3, 4 and 5 of the project area.

The agency, at its discretion, may elect to make the provisions of this section applicable to all or of the project area. (Plaza 2 redev. plan § 6, 1988)

1.24.060 Conformance with general plan.

This redevelopment plan is consistent with the general plan of the city of San Leandro and will protect and promote sound development of a blighted area in conformance with the provisions of said general plan. This plan provides for the implementation of those sections of the general plan dealing with circulation, open space and land use within the project area. (Plaza 2 redev. plan § 7, 1988)

1.24.070 Nondiscrimination.

Every deed, lease, or contract for the sale, lease, sublease or other transfer of land to which the agency is a party in the redevelopment project area shall contain the nondiscrimination clauses prescribed by the California Community Redevelopment Law. (Plaza 2 redev. plan § 8, 1988)

1.24.080 Relocation.

Residences and businesses displaced from locations in the Plaza 2 project area, where such displacements are caused by activities of the agency to implement this plan, will be assisted in accordance with the provisions of the California Uniform Relocation Assistance Act and the guidelines therefor as adopted by the redevelopment agency. (Plaza 2 redev. plan § 9, 1988)

1.24.090 Miscellaneous.

A. Acquisition of Property. The agency may acquire by gift, purchase, lease or the real property in the project area.

It is in the public interest and is necessary in order to eliminate the conditions requiring redevelopment, and in order to execute the plan, for the power of eminent domain to be employed by the agency to acquire real property in the project area.

Any eminent domain proceedings to acquire property within the project area shall be commenced not later than July 5, 2009. Such time limitation may be extended only by amendment to this plan.

The agency is not authorized by law to acquire real property owned by public bodies which do not consent to such acquisition. The agency is authorized, however, to acquire public property if it becomes private property by being transferred by deed, lease or otherwise to private ownership or control before the agency completes land disposition within the entire project area if the agency and the private owner do not enter into a participation agreement.

Except as provided herein, the agency shall not acquire real property to be retained by an owner pursuant to a participation agreement if the owner fully performs under the agreement. The agency is authorized to acquire structures without acquiring the land upon which those structures are located. The agency is also authorized to acquire any other interest in real property less than a fee.

The agency shall not acquire real property on which an existing building is to be continued on its present site and in its present form and use without the consent of the owner, unless: (1) such building requires structural alteration, improvement, modernization or rehabilitation; or (2) the site or lot on which the building is situated requires modification in size, shape or use; or (3) it is necessary to impose upon such property any of the standards, restrictions and controls of the plan and the owner fails or refuses to participate in the plan by executing a participation agreement.

Generally, personal property shall not be acquired. However, where necessary in the execution of this plan, the agency is authorized to acquire personal property in the project

area by any lawful means, including eminent domain. Notwithstanding the foregoing to the contrary, the agency is authorized to acquire any real property in the project area irrespective of the terms of an owner participation agreement, if such property, in the sole and exclusive determination of the agency, is (1) necessary for effective redevelopment of adjacent property acquired by the agency or intended to be acquired by the agency, or (2) necessary for vehicular access to adjacent properties, public rights of way, public utilities and services, proper traffic and pedestrian circulation or other public purposes.

B. Disposal of Agency Property. The agency shall dispose of all property acquired by it through sale or lease, except property conveyed by the agency to the city of San Leandro.

All such agency property shall be disposed of in accordance with the provisions and objectives of this plan. The sale, lease or conveyance by agreement of agency property shall include provisions for the retention of controls, and the establishment of any restrictions or covenants running with the land sold, leased or conveyed for private use for such periods of time and under such conditions as the agency deems necessary to carry out this plan.

C. City Participation. The city of San Leandro may expend funds to undertake and complete any proceedings necessary to carry out this plan.

D. Payments to Other Taxing Agencies. In any year during which it owns property in the project area, the agency is authorized, but not required, to pay directly to any city, county, city and county, district, including, but not limited to, a school district, or other public corporation for whose benefit a tax would have been levied upon such property had it

not been exempt, an amount of money in lieu of taxes.

A proportionate share of any amount of money paid by the agency to any city and county pursuant to the preceding paragraph shall be disbursed by the city and county to any school district with territory located within the project area in the city and county. "Proportionate share," as used in this section, means the ratio of the school district tax rate, which is included in the total tax rate of the city and county, to the total tax rate of the city and county.

The agency may also pay to any taxing agency with territory located within the project area (other than the city) any amounts of money which in the agency's determination are appropriate to alleviate any financial burden or detriment caused to such taxing agency by the project. (Ord. 2000-010 § 1, 2000; Ord. 95-05 (part), 1995; Plaza 2 redev. Plan § 13, 1998)

Redevelopment Law or by any other procedure established by law. (Plaza 2 redev. plan § 15, 1988)

1.24.100 Duration of this plan.

Except for the nondiscrimination and nonsegregation provisions (which shall run in perpetuity), and the obligation to repay any indebtedness as provided in Section 1.36.020(F), the provisions of this plan shall be effective and the provisions of other documents formulated pursuant to this plan will remain effective through January 1, 2012 for Area 1; December 17, 2022 for Area 2; March 30, 2024 for Area 3; November 29, 2025 for Area 4; and July 5, 2029 for Area 5 (A—D). (Ord. 2005-009 § 1(C); Ord. 2003-019 § 1 (part), 2003; Ord. 94-019 § 2, 1992; Plaza 2 redev. Plan § 14, 1998)

1.24.110 Procedure for amendment.

This plan may be amended by means of the procedure established in the Community

1.28.010

Chapter 1.28

LAND UTILIZATION

Sections:

- 1.28.010 General.**
- 1.28.020 Uses permitted in Plaza II.**
- 1.28.030 Private parking.**
- 1.28.040 Public parking and pedestrian areas.**
- 1.28.050 Open space (natural state).**
- 1.28.060 Existing uses (non-conformity).**
- 1.28.070 Streets and public rights-of-way.**
- 1.28.080 Historical landmarks.**
- 1.28.090 Fire Station No. 2.**
- 1.28.100 Hazardous waste and substances.**
- 1.28.110 Railroad facilities.**

1.28.010 General.

Land use in the project area will consist of residential, commercial and light industrial uses, and professional and business offices. Grouping of business activities which, in close proximity to one another, are mutually beneficial and development of medium to high density residential uses supportive of business and office activities will be of paramount importance. The land utilization plan is specifically designed to prevent the indefinite retention or development in the project area of uses having an adverse influence on the physical cohesiveness of pedestrian shopping and business facilities, offices, light industry and residential development. Location within the project area of permitted uses shall be as shown on land utilization plan, Exhibit 1.28.020. (Ord. 95-06 (part), 1995; Plaza 2 redev. Plan § 4(A), 1998)

1.28.020 Uses Permitted in Plaza II.

A. All uses within the project area are subject to approval by the redevelopment agency, as to design, construction, timing, and continuing maintenance and occupancy and use of private improvements. Regardless of whether a current or proposed use would otherwise comply with the provisions of this plan, approval shall be denied in all instances in which the agency determines that the proposed use would create an undue burden on public parking facilities or streets within the project area or would not be compatible with other land uses in the immediate area, or would adversely affect other property or streets in the immediate vicinity of the project area, or would not conform to improvement standards set forth in this plan, or other improvement plans, specifications, rules or guidelines adopted by the agency, or would create an undue economic burden on the agency or city.

B. In carrying out the purposes of the plan, the agency may, from time to time, establish guidelines applicable to the types of uses that permitted by the plan, to insure compliance with the provisions of the land utilization provisions of the plan. Said guidelines shall further clarify the character and operation of certain permitted uses, as appropriate, and shall set forth uses which are not acceptable. Said guidelines may be revised or amended from time to time, at the discretion of the agency, without amending this plan.

C. Subject to approval by the agency, the following uses and any uses determined by the agency to be of a compatible nature or similar characteristics, are permitted within the project area:

(Note: The establishment of a truck terminal is prohibited in Area 5 Expansion Area D, when adjacent to a residential land use)

1. The following uses may be permitted with agency discretion in areas designated "retail sales and office facilities ReO" on the land utilization plan, Exhibit 1.28.020:

a. Retail sales of primarily new merchandise including, but not limited to, sale of confections, bakery goods, food, drugs, flowers, gifts, books, furniture, office supplies, hardware, clothes, shoes, cameras, appliances, radios, television, jewelry, painting, liquor, paint;

b. Personal service establishments including, but not limited to, beauty shops, barber shops, portrait studios, radio and television repair, shoe repair, real estate, office machine repair, auto leasing, tailors;

c. Household and business service establishments including, but not limited to, interior decorating, upholstery, automatic laundry, laundry and dry cleaning pick-up station;

d. Business, professional, administrative and executive offices including, but not limited to, offices for doctors, dentists, architects, attorneys, engineers, public utilities, accountants, insurance companies;

e. Financial institutions including banks, savings and loan companies, finance companies;

f. Restaurants, taverns to be consistent with the provisions of the San Leandro Zoning Code;

g. Parking areas and structures for passenger automobiles;

h. Business and professional schools, including beauty academies which do not occupy the street or ground floor of a building;

i. Lodges, clubs, social and fraternal organizations, public or quasi-public buildings, post office;

j. Automotive service station, the activity of which provides for dispensing of fuel and petroleum products and minor auto repair services, but excludes major auto repair work;

k. Child-care facilities; and

l. Mortuary.

2. The following uses may be permitted in areas designated "professional office O" on the land utilization plan, Exhibit 1.28.020:

a. Professional, administrative and executive offices, the activities of which do not include the manufacture, storage, display or handling of merchandise for sale on the premises;

b. Medical or dental clinic or laboratory;

c. Any of the following when located within the same building as a use listed in (a) or (b); barber shop, beauty shop, retail confectionery, candy or gift store, pharmacy, newsstand, restaurant or dispensing optician;

d. Parking areas and structures for passenger automobiles;

e. School or studio for teaching art, dancing, dramatics, music or secretarial work;

f. Industrial laboratory or facility specializing in the production, assembly and testing of high technology research systems, such as biotechnology. Ancillary storage and warehousing uses;

g. Site-serving restaurant, or other personal service facilities of a type necessary to serve uses permitted herein, provided that applicant shall, in each instance, demonstrate that the proposed use is required to support uses permitted herein;

h. Child-care facilities; and

i. Ancillary residential and retail would be looked at as part of an overall office use project.

3. The following uses may be permitted in areas designated "residential R" on the land utilization plan, Exhibit 1.28.020:

- a. Multiple family dwelling, including condominium development;
- b. Private club or lodge building;
- c. Parking lot when established to fulfill parking requirements for a permitted or conditional use;
- d. Child-care facilities; and
- e. Ancillary office and retail would be looked at as part of an overall residential development.

④ The following uses may be permitted in areas designated "institutional Int" on the land utilization plan, Exhibit 1.28.020:

- a. Clubs and lodges;
- b. Cultural Institutions (including libraries, museums, and art galleries);
- c. Child-care facilities; and
- d. Religious Assembly, not including schools.

⑤ The following uses may be permitted in areas designated "retail sales, office facilities, and residential ROR" on the land utilization plan, Exhibit 1.28.020:

- a. Retail sales of primarily new merchandise including, but not limited to, sale of confections, bakery goods, food, drugs, flowers, gifts, books, furniture, office supplies, hardware, clothes, jewelry, painting, liquor, paint;
- b. Personal service establishments including, but not limited to, beauty shops, barber shops, portrait studios, radio and television repair, shoe repair, real estate, office machine repair, auto leasing, tailors;
- c. Household and business service establishments including, but not limited to, interior decorating, upholstery, automatic laundry, laundry and dry cleaning pick-up station;
- d. Business, professional, administrative and executive offices including, but not limited to, offices for doctors, dentists, architects, attorney, engineers, public utilities accountants, insurance companies;

e. Financial institutions including banks, savings and loan companies, finance companies;

f. Restaurants, taverns;

g. Parking areas and structure for passenger automobiles;

h. Business and professional schools, including beauty academies which do not occupy the street or ground floor of a building;

i. Lodges, clubs, social and fraternal organizations, public or quasi-public office buildings, and post office facility;

j. Automotive service station, the activity of which provides for dispensing of fuel and petroleum products and minor auto repair services, but excludes major auto repair work;

k. Child-care facilities;

l. Multiple dwellings, including condominiums;

m. Business, professional and administrative offices;

n. Residential uses, except single family;

o. Sale of office supplies and equipment;

p. Commercial printing, blue printing;

q. Employment office; and

r. Office machine repair and service.

⑥ The following uses may be permitted in areas designated "residential or business services RB" on the land utilization plan, Exhibit 1.28.020:

a. Business, professional and administrative offices;

b. Residential uses, except single family;

c. Sale of office supplies and equipment;

d. Commercial printing, blue printing;

e. Employment office; and

f. Office machine repair and service.

⑦ The following uses may be permitted in areas designated "business park BP" on the land utilization plan, Exhibit 1.28.020:

(Note: Neither principal nor accessory uses permitted shall be interpreted to include any

use which by reason of its nature or manner of operation will create conditions hazardous, noxious or offensive to the project area or to the community.)

a. Professional, administrative, medical and executive offices and business support services, the activities of which may include related accessory light manufacturing, storage, display, handling of merchandise and activities such as publishing, printing, lithographing, engraving;

b. Assembly, packaging, repairing or secondary processing within a building of previously prepared materials;

c. Manufacturing, processing, packaging, treatment or fabrication of goods and merchandise within a building, excluding any use or class of uses specifically mentioned as permitted only in the I-2 (general industrial) district zoning regulations of the city of San Leandro;

d. Industrial laboratory, or facility specializing in the production, assembly and testing of high technology research systems, such as biotechnology, ancillary storage and warehousing uses;

e. Wholesale or retail sales of products not normally sold in pedestrian-oriented shopping centers, including sales at wholesale of products, or sales to the ultimate consumer of products made to the customer's order;

f. Publishing, printing, lithographing, engraving;

g. Public and quasi-public office buildings, except utility buildings and corporation yards;

h. Site-serving restaurant, retail, or other personal service facilities of a type necessary to serve uses permitted herein, provided that applicant shall, in each instance, demonstrate that the proposed use is required to support uses permitted herein;

i. A light industrial use not listed herein provided that a showing of complete compatibility with uses permitted and with the stated purpose of this class of district can be made;

j. Full service sales facility for new automobiles and trucks on a building site of not less than one and three quarters acres, the activities of which may include related accessory used automobile and truck sales, and repair services, including body repair and painting;

k. Child-care facilities;

l. Residential facilities of a type necessary to serve uses permitted herein, provided that applicant shall, in each instance, demonstrate that the proposed use is secondary to the primary uses permitted herein.

8. The following uses may be permitted in areas designated "industrial I" on the land utilization plan Exhibit 1.28.020:

(Note: Neither principal nor accessory uses permitted shall be interpreted to include any use which by reason of its nature or manner of operation will create conditions hazardous, noxious or offensive to the project area or to the community.)

a. Manufacture within a building of such goods as toys, novelties or clothing;

b. Assembly, packaging, repairing or secondary processing within a building of previously prepared materials;

c. Manufacturing, processing, packaging, treatment of fabrication of goods and merchandise within a building;

d. Industrial laboratory or facility specializing in the production, assembly and testing of high technology research systems, storage building, warehouse;

e. Publishing, printing, lithographing, engraving;

f. Public and quasi-public buildings and uses and public utility buildings or service yards, when necessary to serve the area;

g. Restaurant, or other personal service facilities of a type necessary to serve uses permitted herein, provided that applicant shall, in each instance, demonstrate that the proposed use is required to support uses permitted herein;

h. Medical offices, clinic or laboratory limited to the practice of industrial medicine;

i. An industrial use not listed herein provided that a showing of complete compatibility with uses permitted and with the stated purpose of this class of district can be made;

j. Mini-warehouse; warehouse; distribution facility.

9. Temporary Uses.

a. Temporary uses other than those provided for in Exhibit 1.28.020 may be approved by the agency where the following circumstances are determined by the agency to exist:

i. The agency owns the fee or holds a leasehold interest for a period greater than the duration of such temporary use; and

ii. The immediate development of the site in accordance with Exhibit 1.28.020 is not possible because of incomplete land assembly, infrastructure improvements, relocation of occupants, or for other reasons as determined by the agency.

b. Such temporary use shall be governed by a temporary use plan approved by the agency. The temporary use plan shall provide as follows, to the satisfaction of the agency.

i. Buildings to be occupied by a temporary use shall substantially conform to current building and fire codes without extensive additional work;

ii. No building to be occupied by a temporary use shall be partitioned into sub-units for separate occupancy;

iii. No substantial exterior or interior remodeling shall be undertaken; and

iv. Screening of temporary use areas to minimize adverse impacts on adjacent property shall be provided. (Ord. 2001-021, 2001; Ord. 95-06 (part), 1995; Plaza 2 redev. plan § 4(B), 1998)

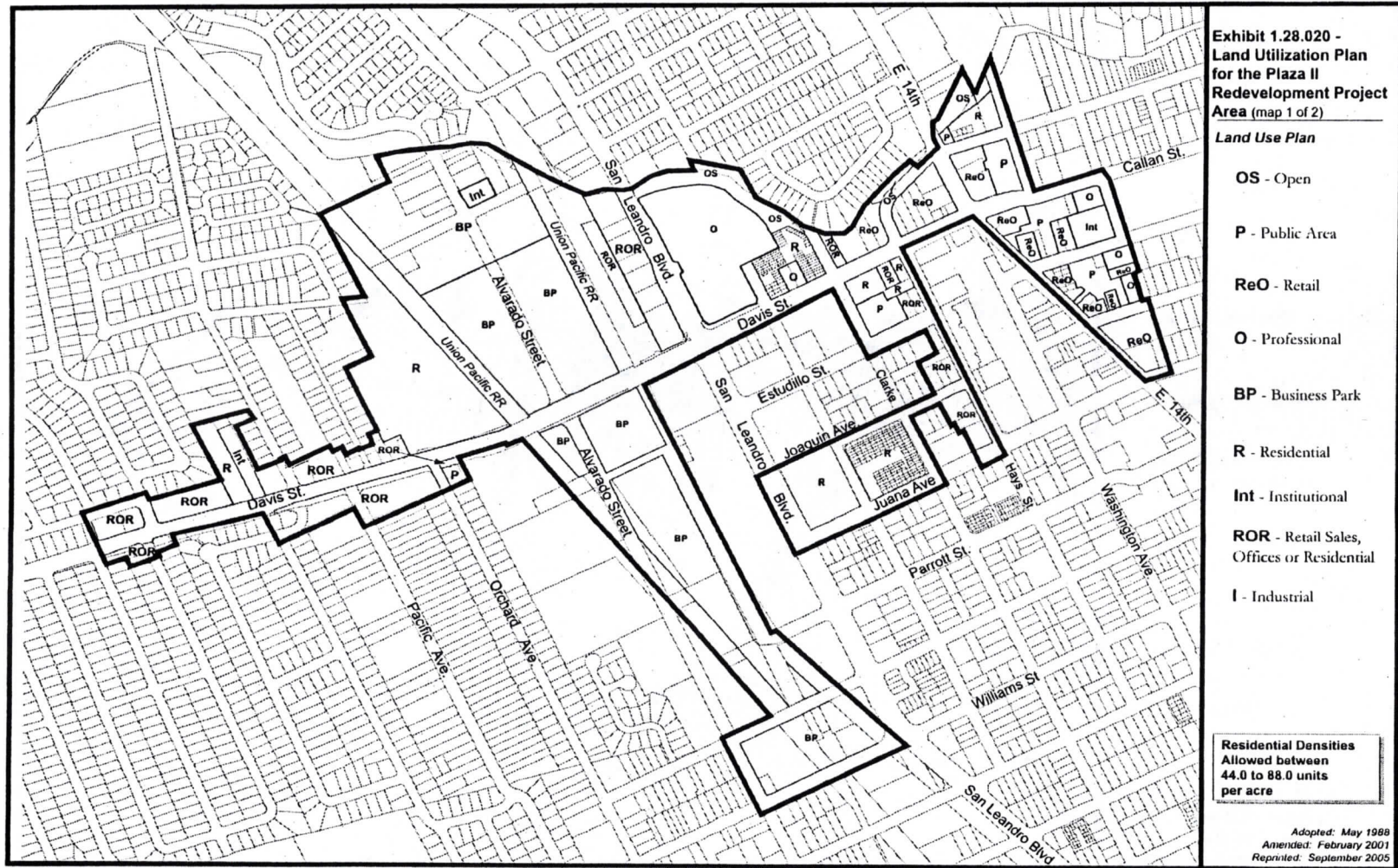


Exhibit 1.28.020
Land Utilization Plan for the
Plaza II Redevelopment
Project Area (map 2 of 2)

Land Use Plan

OS - Open Space in
 Natural State

P - Public Area

ReO - Retail Sales &
 Office Facilities

O - Professional Office

BP - Business Park

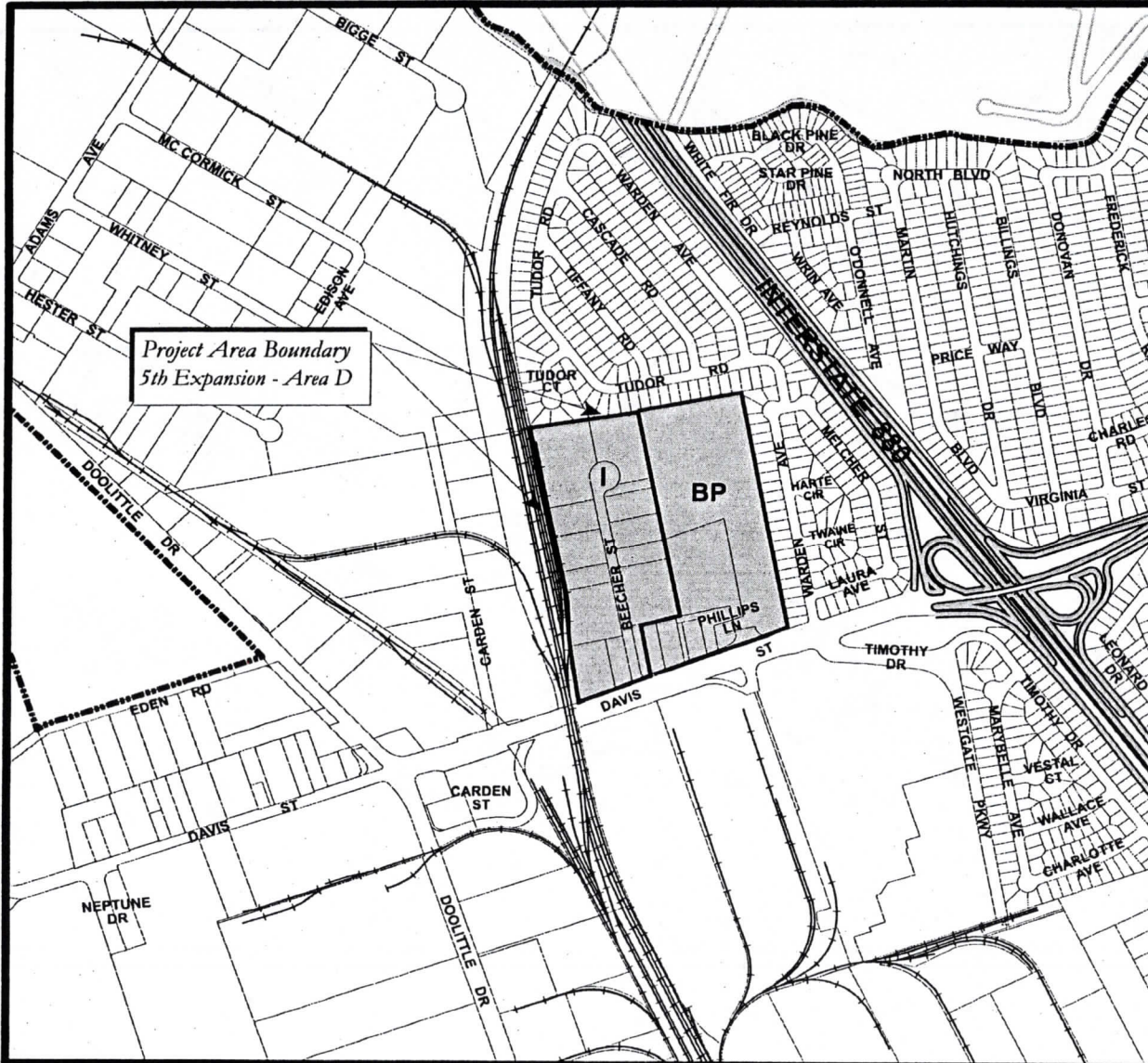
R - Residential

Int - Institutional

ROR - Retail Sales, Offices
 or Residential

I - Industrial

Adopted: May 1988
 Amended: February 2001
 Reprinted: September 2005



1.28.030 Private parking.

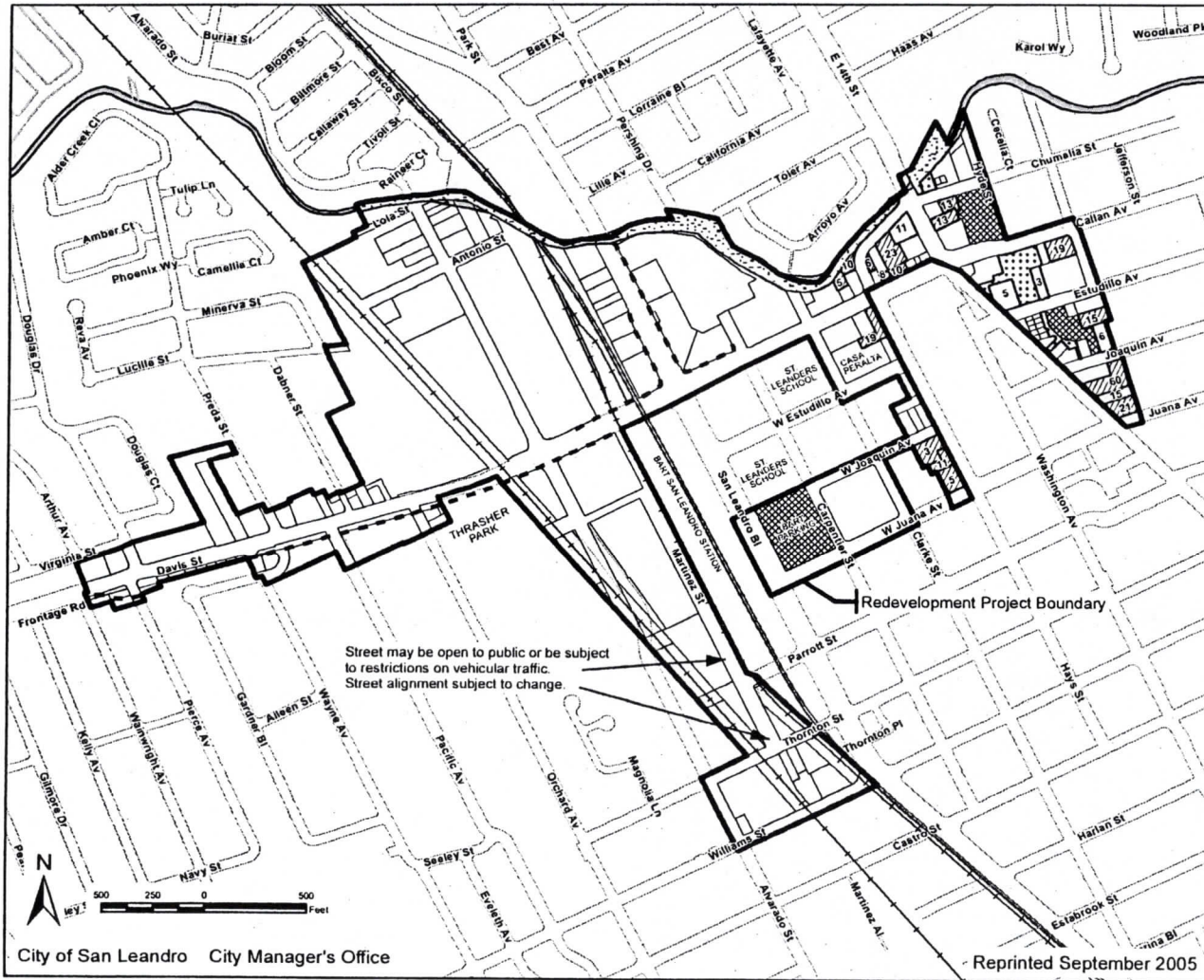
Where the parking and open space plan, Exhibit 1.28.030, indicates the minimum number of parking spaces now in existence or proposed to be developed as private off-street parking areas, these areas are to be paved and otherwise improved if they are not already so improved. The number of such parking spaces is not to be reduced, except that said parking spaces may be replaced by a like number of spaces located within four hundred (400) feet of the building or use served thereby, or by such other means permitted by the zoning ordinance and deemed acceptable by the agency and city council of the city of San Leandro, if the agency determines that equal utility is provided by such replacement.

Where Exhibit 1.28.030 does not show specific private parking facilities, parking shall be provided by property owners as determined by the agency as necessary to serve any new use or expanded existing use. (Plaza 2 redev. plan § 4(C), 1988)

EXHIBIT 1.28.030

Parking and Open Space Plan
May 1988

-  Open Space in Natural State
-  Vehicle Parking and Loading
-  Pedestrian Area and Open Space
-  Vehicle Parking and Loading - Public
-  Future Street Widening
-  8 Parking Capacity Not to be Reduced Below Number of Spaces Indicated



City of San Leandro City Manager's Office

Reprinted September 2005

Plaza 2 Redevelopment Plan

1.28.040 Public parking and pedestrian areas.

The parking and open space plan, Exhibit 1.28.030, indicates the location of public parking areas and fully improved pedestrian open space areas; the latter consists of public malls and plazas improved with various amenities connecting off-street parking facilities with commercial and business frontages. (Plaza 2 redev. plan § 4(D), 1988)

1.28.050 Open space (natural state).

Open space in a natural state along San Leandro Creek, as delineated on the land utilization plan, Exhibit 1.28.020, and parking and open space plan, Exhibit 1.28.030, shall be preserved and maintained by the owners thereof. No tree larger than four inches in diameter, measured at a point twelve (12) inches above average natural grade, shall be cut, damaged or removed without prior approval by the agency. No cutting or filling of any land shall be undertaken without prior approval by the agency. No obstruction to the natural flow of water through such area shall be permitted. No building or structure shall be erected therein without prior agency approval. (Plaza 2 redev. plan § 4(E), 1988)

1.28.060 Existing uses (non-conformity).

Existing uses permitted by this plan may continue in use subject to the rules and standards governing owner participation referenced herein. Existing residential uses in areas in which residential uses are not permitted by this plan may continue subject to compliance with the rules for residential occupancy adopted by the agency. Other existing uses not permitted in their present locations by this plan, or any amendments thereto, may continue only until the expiration of the lease or

other rental agreement in effect on the date of adoption of this plan, or any amendments thereto, or until a change in ownership from that which exists on the date of adoption of this plan, or any amendment thereto, which results in a use or uses becoming non-conforming, whichever occurs first.

The agency may permit an extension of a lease or other rental agreement, or execution of a new lease or other rental agreement, or a change in use from an existing use to a similar use, or to a use of a more restrictive character (in any case of non-conformity) in which, in the exclusive determination of the agency, an acute personal or financial hardship exists, provided such approval includes a specific time for discontinuance of such non-conforming use agreed to by the owner and lessee or operator thereof. The agreement between the owner and lessee or operator and the agency shall conform with the provisions of Chapter 1.40 (Owner and Business Tenant Participation) of this plan and shall include such other provisions and conditions deemed necessary and reasonable by the agency in carrying out the purposes of the redevelopment plan.

A non-conforming use shall not be enlarged, increased, or expanded to occupy a greater area of space or property than that occupied or utilized at the time the use became non-conforming by this plan or by the city's zoning code. The agency may permit alterations to a building accommodating a non-conforming use or improvements to a site upon which such a use may be located, provided such alterations do not result in an expansion or enlargement of building space or area occupied by such use and provided they comply with applicable uniform building and fire codes or standards or regulations adopted by the agency applicable to the use, mainte-

nance, operation and appearance of a non-conforming use or uses.

Furthermore, where a non-conforming use can reasonably be expected to remain in operation or use for an extended period of time, in excess of five years from the date upon which the use becomes non-conforming, the agency shall require the owner to make improvements or alterations to the building, structure or site to mitigate those elements of use, maintenance, operation and appearance that, in the exclusive determination of the agency, impact adversely on the project area, and in particular on streets and abutting uses that have been improved under the provisions of the plan. This provision shall apply to property and non-conforming uses that are owned and operated by the same party or entity and for which there is no lease, rental agreement or other instrument that limits the duration of the non-conforming use of the property. (Plaza 2 redev. plan § 4(F), 1988)

1.28.070 Streets and public rights-of-way.

The proposed layout of streets and public rights-of-way is shown on the land utilization plan, Exhibit 1.28.020. Notwithstanding said plan, all or portions of streets, alleys and public rights-of-way may be vacated and abandoned, and streets and alleys may be rerouted and traffic circulation changed, as deemed necessary by the agency to carry out development proposals within the project area. (Plaza 2 redev. plan § 4(G), 1988)

1.28.080 Historical landmarks.

Destruction or substantial alteration of any building of historic or architectural significance within the project area is a project requiring preparation of an environmental clearance in accordance with the California Envi-

ronmental Quality Act (CEQA). Such environmental clearance shall be specific as to the building reported on, establish the level and nature of significance, and provide for appropriate mitigation if, in the opinion of the agency, mitigation is appropriate. (Plaza 2 redev. plan § 4(H), 1988)

1.28.090 Fire Station No. 2.

The city fire station at 1040 Davis Street just east of Dabner Street is one of San Leandro's older stations and, as such, it may be subject to relocation to another site better situated to meet the changing public safety need of the community. In the event of relocation of the fire facility and subsequent sale of the property, the site would be available for residential or commercial uses consistent with surrounding development. (Plaza 2 redev. plan § 4(I), 1988)

1.28.100 Hazardous waste and substances.

Contaminated soil and groundwater have been discovered at several locations within the project area and action has been taken either to eliminate the contamination or to reduce it to acceptable levels in accordance with state of California standards. There are other sites within the project area that are suspect as to the presence of contaminants or hazardous wastes. Such sites are suspect because of existing or former uses that either engage in or have been engaged in the storage, processing

or handling of products or substances, such as gasoline, diesel fuel and cleaning solvents, which, if not stored, processed and handled properly, can cause contamination of soil and groundwater.

Therefore, within the project area, the agency may take any actions which it determines are necessary and which are consistent with applicable state and federal laws to remedy or remove hazardous waste from property in said area in accordance with provisions in the Community Redevelopment Law. (Plaza 2 redev. plan § 4(J), 1988)

1.28.110 Railroad facilities.

The Southern Pacific and Union (Western) Pacific railroads have operating and non-operating rights-of-way within the project area westerly of San Leandro Boulevard. Railroad facilities located within such rights-of-way include, but are not limited to, above-ground private and commercial (Western Union) communication lines, track systems, including spur tracks, crossing signals and appurtenant railroad-related equipment.

The Union Pacific Railroad maintains and operates a shipping/receiving dock or platform and parking/loading area on the north side of Davis Street west of San Leandro Boulevard. This facility, which is accessible to the public street system only by a single driveway on Davis Street, has been used by local commercial and industrial firms for minor and occasional loading and unloading of rail cars to and from trucks. Only a portion of the area is paved with an all-weather surface suitable for year-round use for parking and movement of vehicles and trailers using the dock. The location of the facility and the existing improvements on it are inappropriate to a

major regional shipping and receiving point, and major activity of this sort would impact adversely on adjacent public streets and privately owned properties. The agency determines that such activities in this location are not essential to or integral with the operation of the railroad, that they are equivalent to and of the same nature as loading and unloading activities at spur tracks located on private properties elsewhere in the community, and that they are subject to local regulation.

In furtherance of the purposes of this plan and enhancing the appearance, operation and safety of Davis Street as a gateway, thoroughfare and designated scenic route in the city's general plan, the Agency may establish and impose operational, improvement and maintenance standards and guidelines regulating use, appearance, operation and maintenance of certain railroad facilities and equipment, such as a shipping/receiving platform or dock. The purpose of regulating such facilities, to the extent that such regulations do not conflict with California Public Utilities Commission rules and regulations, is to preclude such railroad facilities from having a blighting influence on adjacent public and private properties and facilities. The establishment and imposition of such standards and guidelines will not require an amendment to this plan. (Plaza 2 redev. plan § 4(K), 1988)

Chapter 1.32 IMPROVEMENTS

Sections:

- 1.32.010 General.**
- 1.32.020 Parking facilities.**
- 1.32.030 Pedestrian access.**
- 1.32.040 Traffic improvement.**
- 1.32.050 Bicycle access.**

1.32.010 General.

A. This redevelopment plan includes the construction of certain public improvements and the acquisition of property necessary therefor. This work shall include the renovation and rehabilitation of existing privately-owned structures in accordance with the owner participation provisions hereinafter set forth and the acquisition of privately owned property where the assembly of such property under unified control is necessary to implement this plan.

B. The following general types of public improvements are planned to be undertaken as a part of this project:

1. Improvement of pedestrian malls and pedestrian plazas;
2. Improvement and maintenance of public parking areas, access thereto and construction of parking structures;
3. Landscaping and lighting of pedestrian areas and parking areas, and installation of street and mall furniture, including kiosks, fountains, sculptures, benches, bus shelters and construction of decorative paving;
4. Installation of decorative street lighting on commercial frontages;
5. Widening of and related improvements to, including conversion of aerial utilities systems to underground systems, portions of

streets providing direct access to the project area;

6. Development of a public transportation link between the BART station and the Plaza 1 redevelopment project area;

7. Construction of a pedestrian over-crossing between the BART parking lot and the BART station; and

8. Assemble land, provide relocation assistance, remove improvements, perform soils tests, undertake soil and groundwater decontamination activities, and develop or market acquired properties for residential and non-residential uses in accordance with the plan.

C. The agency may, as it deems necessary to carry out this plan and subject to the consent of the city council and the determinations to be made under provisions contained in Community Redevelopment Law Section 33445, pay all or part of the value of the land for and the cost of installation and construction of such buildings, facilities, structures, street widenings, or other improvements identified in this chapter which are publicly owned, either within or outside the project area, at such locations as determined by the agency in implementing this plan.

D. When the value of such land or the cost of the installation and construction of such building, facility, structure or other improvement, or both, has been or will be paid for initially by the city or other public corporation, the agency may enter into a contract with the city or other public corporation under which it agrees to reimburse the city or other public corporation for all or part of the value of such land or all or part of the cost of such building, facility, structure or other improvement, or both, by

lump sum, partial or periodic payment over a period of years.

E. The obligation of the agency, under such contract, shall constitute an indebtedness of the agency for the purpose of carrying out the redevelopment of the project area, which indebtedness may be made payable out of taxes levied in the project area and allocated to the agency under subdivision (b) of Section 33670 of the Health and Safety Code or out of any other available funds.

F. In a case where such land has been or will be acquired by, or the cost of the installation and construction of such building, facility, structure or other improvements has been paid by a parking authority, joint powers entity or other public corporation to provide a building, facility, structure or other improvement which has been, or will be, leased to the city, such contract may be made with, and such reimbursement may be made payable to the city. (Plaza 2 redev. plan § 10(A), 1988)

1.32.020 Parking facilities.

This plan will create new public off-street parking spaces located in the areas of greatest need in the project area. The locations of these parking areas are as indicated on the land utilization plan, Exhibit 1.28.020, or the parking and open space plan, Exhibit 1.28.030. (Plaza 2 redev. plan § 10(B), 1988)

1.32.030 Pedestrian access.

A. The plan provides for improved pedestrian access from public transportation terminals, residential development within the project area and parking areas to shops and offices, and involves the following types of public improvements:

1. Public sidewalks and plazas to the rear of existing commercial blocks and adjacent to off-street parking areas;

2. Public sidewalks adjacent to public streets;

3. Arcades, fountains, benches, landscaping and other amenities on principal sidewalks as appropriate;

4. Public crossblock malls to connect off-street parking areas to commercial frontages;

5. Provisions for safe, convenient and unassisted movement of physically handicapped persons; and

6. Elevated pedestrian crossings where surface traffic makes pedestrian crossings at street level hazardous or otherwise inappropriate.

B. All buildings with direct access to an off-street parking area will be required to provide private customer and employee entrances to said parking area in conjunction with private rehabilitation work. The agency may grant an exception to this provision if the property owner or lessee demonstrates that compliance with the requirement would result in extreme difficulty and unnecessary hardship to the owner or lessee and would fail to serve the purposes of this section.

C. The emphasis on better pedestrian access will be on appearance as well as convenience. The specific objective is the creation of a pleasant environment, separate and distinct, to the greatest extent possible, from automobile and truck traffic.

D. The locations of pedestrian malls and plazas and public open spaces are as indicated on the parking and open space plan, Exhibit 1.28.030. (Plaza 2 redev. plan § 10(C), 1988)

1.32.040 Traffic improvement.

A. The widening of and related improvements to portions of East 14th, Davis and Hays Streets, Callan, Juana/West Juana Avenues and other streets in the Project Area are necessary to facilitate traffic circulation within

1.32.050

said area. The widening of and related improvements to portions of Davis Street west of Carpentier Street to the Nimitz Freeway, and San Leandro Boulevard from Davis Street to San Leandro Creek, are also provided for in this plan. Both of these streets are major access routes to all parts of the project area, the improvement of which is necessary to achieve the objectives of this plan.

B. In order to provide for proper utilization of property to be redeveloped, provide improved access, and improve parking and traffic circulation westerly of San Leandro Boulevard, the following street segments may be vacated or subject to restriction on vehicular traffic (refer to land utilization plan, Exhibit 1.28.020):

1. Martinez Street between West Estudillo Avenue and Thornton Street; and
2. Thornton Street between Martinez and Alvarado Streets.

C. Provisions shall be made to reduce the dependency on private transportation and enhance the availability of public transit as a means of access to and departure from the project area. These provisions shall include incorporating in the design of project elements, to the extent possible and within economic feasibility, features which will maximize access to bus and rail rapid transit, such as pedestrian bridges or overcrossings over major thoroughfares and improving levels of street lighting along major streets and key pedestrian corridors connecting places of employment, retail sales and dwelling units with public transit facilities. (Plaza 2 redev. plan § 10(D), 1988)

1.32.050 Bicycle access.

Bikeways planned for portions of Davis Street and San Leandro Boulevard within the project area will be retained and incorporated

in street improvement plans. (Plaza 2 redev. plan § 10(E), 1988)

Chapter 1.36**FINANCING****Sections:**

- 1.36.010 General.**
- 1.36.020 Tax increments.**
- 1.36.030 Bonds, advances and indebtedness.**
- 1.36.040 Low- and moderate-income housing fund.**

1.36.010 General.

The agency is authorized to finance the project with financial assistance from the city, state, federal government of the United States of America, property tax increments, special assessment districts, donations, interest income, agency bonds, loans from private financial institutions, the lease of agency-owned property, sale of agency-owned property and/or any other available source. (Plaza 2 redev. plan § 11(A), 1988)

1.36.020 Tax increments.

All taxes levied upon taxable property within the project area each year by or for the benefit of the state, county, city, any district or other public corporation (hereinafter sometimes called "taxing agencies") after the effective date of the ordinance by which a redevelopment plan was established for the areas set forth in said ordinance, and until such time as all indebtedness created pursuant to Section 1.36.030 hereof has been paid, shall be divided as follows:

1. That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of said taxing agencies upon the total sum of the assessed value of the taxable property in the redevelopment project as shown upon the assessment

roll used in connection with the taxation of such property by such taxing agency, last equalized prior to the effective date of such ordinance, shall be allocated to and when collected shall be paid to the respective taxing agencies as taxes by or for said taxing agencies on all other property are paid (for the purpose of allocating taxes levied by or for any taxing agency or agencies which did not include the territory of the project on the effective date of such ordinance but to which such territory is annexed or otherwise included after such effective date, the assessment roll last equalized on the effective date of said ordinance shall be used in determining the assessed valuation of the taxable property in the project on said effective date) and;

2. That portion of said levied taxes each year in excess of such amount shall be allocated to and when collected shall be paid into a special fund of the agency to pay the principal of and interest on bonds, loans, monies advanced to, or indebtedness (whether funded, refunded, assumed or otherwise) incurred by the agency to finance or refinance, in whole or in part, this redevelopment project. Unless and until the total assessed value of the taxable property in the project exceeds the total assessed value of the taxable property in the project as shown by the last equalized assessment roll referred to in subsection (A)(1) of this section, all of the taxes levied and collected upon the taxable property in the project shall be paid to the respective taxing agencies. When such bonds, loans, advances and indebtedness, if any, and interest thereon, have been paid, all monies thereafter received from taxes upon the taxable property in the project shall be paid to the respective taxing agencies as taxes on all other property are paid.

B. The provisions of subsections (A)(1) and (A)(2) of this section notwithstanding, the

agency shall not be allocated nor paid any portion of such taxes collected from the following properties, designated by their current assessor's parcel numbers as 77A-675-3, 77A-675-4-3, 77A-675-4-9, 77A-675-4-15, 77A-675-4-18, 77A-675-4-19, 77A-675-5-2, 77A-675-5-6, 77A-675-6-3, 77A-675-7, 77A-675-8-3, 77A-675-11, and 77A-675-12. These properties, which shall not be subject to capture of tax increment by the agency, are shown as Sub-Area D-1 in Exhibit 1.24.010(B).

C. The portion of taxes mentioned in subsection (A)(2) of this section collected by the agency are hereby irrevocably pledged for the payment of the principal of and interest on the advance of monies, or making of loans, or the incurring of any indebtedness (whether funded, refunded, assumed or otherwise) by the agency to finance or refinance the project in whole or in part.

D. The agency is authorized to make such pledges as to specific advances, loans and indebtedness as appropriate in carrying out the project.

E. The number of dollars of taxes which may be divided and allocated to the agency pursuant to this plan shall not exceed eighty-seven million five hundred thousand dollars (\$87,500,000), inclusive of the housing set-aside funds required by Section 33334.2 and replacement housing obligations created in accordance with Section 33413 of the Community Redevelopment Law. Taxes shall not be divided and shall not be allocated to the agency beyond said limitation without an amendment to this plan.

F. As to the tax increment generated within the project area, no loans, advances or indebtedness shall be established or incurred in the original project area and Areas 2 through 4 after January 1, 2004, and no loans,

advances or indebtedness shall be established or incurred in Area 5 (A-D) after July 5, 2008. These limits, however shall not prevent incurring debt to be paid from the low- and moderate-income housing fund or establishing more debt in order to fulfill the agency's housing obligations in accordance with state law. The time limitation set forth herein may be extended only by amendment of this plan and in accordance with state law.

Pursuant to Section 33333.2 of the Health and Safety Code, loans, advances, or other indebtedness, except those used for affordable housing activities, must be repaid no later than January 1, 2020 for the original project area; December 17, 2030 for Area 2; March 30, 2032 for Area 3; November 29, 2033 for Area 4; and July 5, 2039 for Area 5 (A—D). (Ord. 2003-019 § 1 (part), 2003; Ord. 94-019 § 1, 1994; Plaza 2 redev. Plan § 11(B), 1988)

1.36.030 Bonds, advances and indebtedness.

The agency is authorized to issue bonds if appropriate and feasible in an amount sufficient to finance all or any part of the project.

The agency is authorized to obtain advances, borrow funds and create indebtedness in carrying out this plan. The principal and interest on such advances, funds and indebtedness may be paid from tax increments or any other funds available to the agency.

Neither the members of the agency nor any persons executing the bonds are liable personally on the bonds by reason of their issuance.

The bonds and other obligations of the agency are not a debt of the city, the state, nor are any of its political subdivisions liable for them, nor in any event shall the bonds or obligations be payable out of any funds or properties other than those of the agency; and such bonds and other obligations shall so state on

their face. The bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

The amount of bonded indebtedness to be repaid, in whole or in part, from the allocation of taxes from the project area described in Section 1.36.020(A)(2) which can be outstanding at any one time shall not exceed fifty million dollars (\$50,000,000.00), exclusive of any revenue bonds issued to finance housing, commercial and industrial projects. (Plaza 2 redev. plan § 11(C), 1988)

project area and to allocate and expend such funds at the time and in the manner prescribed in the law. (Plaza 2 redev. plan § 11(D), 1988)

1.36.040 Low- and moderate-income housing fund.

The agency shall establish a low- and moderate-income housing fund and shall allocate thereto not less than twenty (20) percent of all proceeds which it receives annually under the tax increment repayment provisions of the California Community Redevelopment Law for the purposes of increasing and improving the city's supply of housing for persons and families of low or moderate income as income levels are defined in the law, unless a finding can be made to the contrary in conformance with the provisions contained in the law. Furthermore, the agency may use the monies in said fund either inside or outside the project area.

The interest earned by the low- and moderate-income housing fund shall accrue to the fund and may only be used for those purposes for which the fund has been established.

The provisions of this section of the plan apply only to Areas 2, 3, 4 and 5 of the project area, except that the agency shall comply with those provisions of the Community Redevelopment Law requiring the agency to compute the amount of such funds that otherwise would have been generated in Area 1 of the

Chapter 1.40

OWNER AND BUSINESS TENANT PARTICIPATION

Sections:

- 1.40.010 General.**
- 1.40.020 Rules and regulations governing owner participation.**
- 1.40.030 Owner participation agreements.**
- 1.40.040 Standards.**
- 1.40.050 Alternate provisions on failure of owner to participate.**

1.40.010 General.

A. The agency shall extend reasonable preferences to persons who own property or are engaged in business in the project area, to continue in or re-enter business within the project area, if they meet the requirements prescribed in this plan and the agency's rules and procedures for such participation.

B. The improvement of existing buildings and sites by their owners is one of the primary objectives of this plan. In order to achieve this objective, and in order to protect the investments of property owners who undertake new construction work or substantial remodeling and rehabilitation work, a uniform and equitable owner participation program is necessary. Property owners will be given the opportunity to participate by coordinating new construction, remodeling, rehabilitation and site improvement work with the execution of a new lease or lease renewal. The plan includes a positive approach to insure that new construction, remodeling rehabilitation and site improvement work is carried out properly and promptly throughout the project area.

C. Participation opportunities shall necessarily be subject to and limited by such factors as the need for expansion of public facilities; elimination and/or modification of land uses; realignment and vacation of streets; the ability of participants to finance acquisition and development in accordance with the plan; reduction of the total number of or change in the sizes of individual parcels in the project area; change in orientation and character of the area, or portion of the area; and preservation of existing buildings which have historical and/or architectural qualities that will enhance the project area.

D. The extent to which participation opportunities are feasible and afforded to property owners in the project area shall be at the sole discretion of the redevelopment agency.

E. All of the provisions of this section are subject to the following provisions concerning the selection of a master developer or developers to develop parcels within the project area:

1. In the event the agency determines, either of its own volition or pursuant to a request of a property owner, that it is in the best interest of the project that several parcels within the project area be assembled and developed by a single property owner or other entity under a master developer plan, the agency may select and designate a master developer for the parcels based on the selected master developer's plan and his or her financial and technical ability to successfully undertake and complete the development program.

2. Any individual or other entity may apply to be selected as a master developer of

two or more parcels in the project area. Upon such application, the agency shall determine whether it is desirable to designate a master developer for such parcels and whether the applicant or another individual or entity meets the qualification to serve as the master developer. The agency shall designate a qualified master developer unless, in its exclusive judgement, no property owner or other individual or entity meets the necessary qualifications or it is not desirable to designate a master developer for those parcels.

3. The rights of particular property owners and business tenants to participate in the redevelopment of their respective properties shall be subject to or limited by or eliminated by the inclusion of their property within a master development to be developed by another entity.

F. In carrying out the purposes of the plan, the agency may establish or appoint such committees or subcommittees as are necessary to assist the agency in achieving those purposes by developing and implementing policies and development standards related to, but not limited to, sign control, architectural treatment of structures, occupancy of buildings, on-site pedestrian and vehicular circulation, driveway locations, loading zones, parking areas and prohibiting or restricting uses which may have adverse traffic generating characteristics inconsistent with the purposes of the plan. (Plaza 2 redev. plan § 12(A), 1988)

1.40.020 Rules and regulations governing owner participation.

The owner participation program providing for the repair, renovation and renewal of

existing structures by their owners shall be subject to the following regulations:

A. Approval of the redevelopment agency will be required before any of the following shall occur:

1. Issuance of any building, plumbing, electrical or demolition permit, or an excavation permit, including any permit required for the excavation and stockpiling of earth or soil, especially contaminated soil, within the project area; or

2. Any change in use or occupancy of any property or portion thereof. "Change of occupancy" includes both the occupancy by a different tenant of property previously vacated, and the execution of a new lease, lease renewal, lease assignment, or other agreement providing for continuing occupancy by an existing occupant or new occupant after termination or expiration of a lease or other rental agreement.

B. Agency approval shall be granted only if the owner has:

1. Completed improvements in accordance with this plan and all standards relating to such improvements adopted by the redevelopment agency; or

2. Entered into an owner participation agreement providing for such improvements.

C. Any change in use or occupancy, any lease renewal, or other agreement providing for continuing occupancy by an existing occupant or new occupant, or any unauthorized construction activity initiated without approval of the agency shall be a misdemeanor.

D. No business license shall be issued to any business within the project area which is not in compliance with this plan.

E. Any lease or other agreement providing for continuing occupancy by an existing

occupant or new occupant, executed in violation of these provisions shall be voidable at the option of the lessee.

F. In the event of failure of an owner to fully comply with the provisions of an owner participation agreement into which owner has entered, with the agency, the agency may thereupon, by motion, declare void all occupancy approvals granted by agency in said agreement. Continued occupancy of the premises thereafter by such occupants is a violation of this plan. (Plaza 2 redev. plan § 12(B), 1988)

1.40.030 Owner participation agreements.

Owner participation agreements will be prepared as soon after the adoption of the redevelopment plan as possible. Such agreements will be prepared by the redevelopment agency after consultation with property owners. Each agreement will contain a list of minimum improvements to be made to the specific property to which it applies, formulated in accordance with the standards and design concept established hereunder. In addition, each agreement will provide for the submission to the agency of specific plan and specifications for these improvements sufficiently in advance of the time at which the improvements are actually to be accomplished to permit thorough agency review. The time at which improvements to a building and site are to be accomplished will, when necessary, be coordinated with the lease period of its major occupant. In those cases with prolonged periods of time remaining on the current lease, earlier dates will be established by the agency. (Plaza 2 redev. plan § 12(C), 1988)

1.40.040 Standards.

All improvement plans presented to the redevelopment agency and all actual improvements shall conform to the standards adopted by the agency on August 14, 1967, as part of the rules and standards governing owner participation, and any subsequent amendments thereto.

The agency may approve a variance from the improvement standards on a showing by the owner that the extent of recent improvements, the location or orientation of the building, or the nature of a proposed use of the building are such that strict adherence to all improvement standards would seriously and adversely affect the operation of such use. (Plaza 2 redev. plan § 12(D), 1988)

1.40.050 Alternate provisions on failure of owner to participate.

In the event of failure of the owner to participate in accordance with the owner participation provisions of the plan, the redevelopment agency may acquire the property through eminent domain or as otherwise provided in any owner participation agreement for subsequent disposition for renovation according to the standards established by this plan and for use in accordance with this plan. This alternate procedure will become effective only if the owner falls to make the required improvements or enter into an owner participation agreement within a period of six months following termination of an existing lease, tenancy or use. The agency may, on its own motion or by application of the owner, extend this period for an additional period or periods of six months. Execution of an owner

participation agreement prior to actual acquisition by the agency, and reimbursement to the agency by the owner of any costs incurred in pursuance of such acquisition by the agency under this alternate procedure, will reinstate the owner participation provision of this plan. (Ord. 95-05 (part), 1995; Plaza 2 redev. Plan § 12(E), 1988)

APPENDIX A

Appendix for Division II

APPENDIX A. PROJECT AREA LEGAL DESCRIPTION

The Plaza 2 Redevelopment Project, at it existed on February 25, 1974, is shown on the map marked Exhibit 1.24.010(B). AREA 1 is more particularly described as follows:

AREA 1

Beginning at the intersection of the southeasterly line of West Juana Avenue with the southwesterly line of Hays Street; thence northwesterly along the southwesterly line of Hays Street to its intersection with the northwesterly line of Davis Street; thence northeasterly along the said northwesterly line of Davis Street to its intersection with the southwesterly line of East 14th Street; thence easterly in a direct line to the intersection of the northeasterly line of East 14th Street with the northwesterly line of Callan Avenue as said street existed on March 4, 1968; thence southeasterly in a direct line to the point of intersection of the northeasterly line of East 14th Street with the southeasterly line of Callan Avenue; thence southeasterly along the said northeasterly line of East 14th Street to its intersection with the southeasterly line of Juana Avenue; thence northeasterly along the said southeasterly line of Juana Avenue to its intersection with the southeasterly prolongation of the northeasterly property line of Parcel 51, Block 551; thence northwesterly along the said southeasterly prolongation of the northeasterly property line of Parcel 51, and along the northeasterly property line of the said Parcel 51, and along the northeasterly property line of Parcel 53, Block 551, and along the northwesterly prolongation of the said northeasterly property line of Parcel 53 to

its intersection with the northwesterly line of Joaquin Avenue, thence southwesterly along the said northwesterly line of Joaquin Avenue to its intersection with the northeasterly property line of Parcel 28, Block 551; thence northwesterly along the said northeasterly property line of the said Parcel 28 to the northeast corner thereof; thence northeasterly along the northwesterly property line of Parcel 27, Block 551 to its intersection with the northeasterly property line of Parcel 36, Block 551; thence northwesterly along the said northeasterly property line of the said Parcel 36 and along the northwesterly prolongation of the said northeasterly property line of the said Parcel 36 to its intersection with the northwesterly line of Estudillo Avenue; thence southwesterly along the said northwesterly line of Estudillo Avenue to its intersection with the northeasterly line of Harrison Street; thence northwesterly along the said northeasterly line of Harrison Street to its intersection with the southeasterly line of Callan Avenue; thence northwesterly in a direct line to the point of intersection of the northeasterly line of said Harrison Street with the northwesterly line of the said Callan Avenue; thence southwesterly in a direct line to the point of intersection of the southwesterly line of the said Harrison Street with the northwesterly line of the said Callan Avenue; thence southwesterly along the said northwesterly line of Callan Avenue to its intersection with the northeasterly line of Hyde Street; thence northwesterly along the said northeasterly line of Hyde Street across Chumalia Street and continuing northwesterly to the point of intersection of the said northeasterly line of Hyde street with a line

which is perpendicular to the said northeasterly line of Hyde Street and projects southwesterly across the said Hyde Street to the northeast corner of Parcel 1-2, Block 446; thence southwesterly along the said perpendicular line to the said northeast corner of Parcel 1-2; thence southwesterly along the northwesterly property line of the said Parcel 1-2 to the most southerly corner of Parcel 2-3, Block 439, said northwesterly property line of Parcel 1-2 being also the center line of San Leandro Creek; thence northwesterly along the southwesterly property line of the said Parcel 2-3 to the most easterly corner of Parcel 8, Block 440; thence southwesterly along the southeasterly property line of Parcel 8 and along the southeasterly property line of Parcel 7-1, Block 440 to its point of intersection with the northeasterly line of East 14th Street; thence southeasterly along the said northeasterly line of East 14th Street to its intersection with the centerline of San Leandro Creek; thence southwesterly along the said centerline of San Leandro Creek to its intersection with the southwesterly line of East 14th Street, said intersection of the centerline of San Leandro Creek with the southwesterly line of East 14th Street being also the southeasterly corner of Parcel 4, Block 162; thence southwesterly along the southeasterly property line of the said Parcel 4 and along the southeasterly property line of Parcels 5, 6, 7, 8, 9, 10 and 11, Block 162, to the northeast corner of Parcel 7, Block 16, said southeasterly property line of Parcels 4, 5, 6, 7, 8, 9, 10 and 11, Block 162 being also the center line of San Leandro Creek; thence southwesterly along the northwesterly property line of the said Parcel 7, Block 16 and along the northwesterly property line of Parcel 6, Block 16 to the northwesterly corner of the said Parcel 6; thence southerly along the westerly property line of the said

Parcel 6 to its intersection with the northwesterly line of Davis Street; thence southwesterly along the said northwesterly line of Davis Street to its intersection with the southwesterly line of Clarke Street; thence southeasterly along the said southwesterly line of Clarke Street to its intersection with the southeasterly line of West Estudillo Avenue; thence northeasterly along the said southeasterly line of West Estudillo Avenue to the northwest corner of Parcel 5-1, Block 14; thence southeasterly along the southwesterly property line of the said Parcel 5-1, and along the southwesterly property line of Parcel 5-2, Block 14, to its intersection with the northwesterly property line of Parcel 6, Block 14; thence southwesterly along the said northwesterly property line of Parcel 6 to the northwest corner thereof; thence southeasterly along the southwesterly property line of the said Parcel 6, and along the southwesterly property line of Parcel 7-2, Block 14, to its intersection with the northwesterly line of West Joaquin Avenue; thence southwesterly along the said northwesterly line of West Joaquin Avenue, and the southwesterly prolongation thereof to the southwesterly line of San Leandro Boulevard; thence southeasterly along the said southwesterly line of San Leandro Boulevard to its intersection the southwesterly prolongation of the southeasterly line of West Juana Avenue; thence northeasterly along the said prolongation of the southeasterly line of West Juana Avenue, and along the southeasterly line of West Juana Avenue to its intersection with the northeasterly line of Clarke Street; thence northwesterly along the said northeasterly line of Clarke Street to its intersection with the southeasterly line of West Joaquin Avenue; thence northeasterly along the said southeasterly line of West Joaquin Avenue

APPENDIX A

to the northwest corner of Parcel 14, Block 14; thence southeasterly along the southwest property line of the said Parcel 14 to the southwest corner thereof; thence northeasterly along the, southeasterly property line of the said Parcel 14 to its intersection with the southwesterly property line of the southwest portion of Parcel 17, Block 14; thence southeasterly along the said southwesterly line of Parcel 17 to the southwest corner thereof; thence northeasterly along the southeasterly property line of the said Parcel 17 to its intersection with the southwesterly property line of Parcel 18, Block 14; thence southeasterly along the said southwesterly property line of Parcel 18 and along the southeasterly prolongation of the said southwesterly property line of Parcel 18, and across West Juana Avenue to the southeasterly line of the said West Juana Avenue; thence northeasterly along the said southeasterly line of West Juana Avenue to the point of beginning.

The area added to the Plaza 2 Redevelopment Project on December 17, 1979, is shown as AREA 2 on Exhibit B. AREA 2 is more particularly described as follows:

AREA 2

Real property in the City of San Leandro, County of Alameda, State of California, being a portion of Map of the Town of San Leandro, filed February 27, 1855, in Book 2, at page 43, Alameda County Records and being further described as follows:

Beginning at the intersection of the northwestern line of Davis Street with the southwestern line of Clarke Street, as said streets are shown on said map; thence southeasterly along the said southwestern line

of Clarke Street to its intersection with the southeastern line of said Davis Street; thence southwesterly along the said southeastern line of Davis Street to its intersection with the southwestern line of Carpentier Street, as said street is shown on said map; thence northwesterly along the said southwestern line of Carpentier Street to a point 100 feet northwesterly of the northwesterly line of said Davis Street; thence at right angles, to said Carpentier Street, southwesterly, 150 feet, more or less, to a line drawn parallel with said Carpentier Street, thence northwesterly along said parallel line 660 feet, more or less, to the southeastern line of Ramon Street, as last said street is shown on said map; thence southwesterly along the said southeastern line of Ramon Street to the southwestern line of San Leandro Boulevard (formerly Estudillo Street), as last said street is shown on said map; thence northwesterly along said southwestern line of San Leandro Boulevard to the centerline of San Leandro Creek as said centerline is shown on the map entitled La Chateauhurst, filed September 17, 1926, in Book 9, at page 45, Alameda County Records; thence easterly, northeasterly, easterly and southeasterly along said centerline of San Leandro Creek, as said center line is shown on last said map, the general southern boundary line of Map of San Antonio Court, filed August 9, 1913, in Book 28, at page 38, Alameda County Records, said general southern boundary line being also the centerline of San Leandro Creek; thence continuing southeasterly, easterly, and northeasterly along the centerline of San Leandro Creek, as said centerline is shown on last said map, to a line drawn parallel with and 175 feet northeasterly, more or less measured at right angles, from the northeasterly line of said Clarke Street; thence southeasterly along said

parallel line to the said northwestern line of Davis Street; thence southwesterly along said northwestern line of Davis Street to the Point of Beginning.

The area added to the Plaza 2 Redevelopment Project on March 30, 1981, is shown as AREA 3 on Exhibit B. AREA 3 is more particularly described as follows:

AREA 3

Real property in the City of San Leandro, County of Alameda, State of California, being portions of Lots "D," "E," and "F," Block 34, and portions of San Leandro Boulevard (formerly Estudillo Street), as shown on the Map of Town of San Leandro, filed February 27, 1855, in Book 2 of Maps, at page 43, Alameda County Records, and further described as follows:

Beginning at a point of the northeastern line of San Leandro Boulevard, formerly Estudillo Street, said point being 584.60 feet northwesterly from the intersection of said line with the northwestern line of Davis Street, as said streets are shown on said map; thence southwesterly at right angles to said line of San Leandro Boulevard, to the southwestern line of San Leandro Boulevard, as said street is shown on said map; thence northwesterly along last said line 75.40 feet to the southeastern line of Ramon Street, as last said street is shown on said map; thence northeasterly along last said line to the northeastern line of Lot D or Block 34 of said map; thence southeasterly along last said line 75.40 feet; thence at right angles to last said line, southwesterly, 150.00 feet to the Point of Beginning.

The area added to the Plaza 2 Redevelopment project on November 29, 1982,

is shown on Exhibit B and is labeled AREA 4. This area is more particularly described as follows:

AREA 4

Real property in the City of San Leandro, County of Alameda, State of California, described as follows:

Beginning at the intersection of the southeastern line of Davis Street with the southwestern line of Carpentier Street, as said streets are shown on Map of the Town of San Leandro, filed February 27, 1855, in Book 2 at page 43, Alameda County Records; thence southwesterly along said line of Davis Street to the northeastern line of San Leandro Boulevard (formerly Estudillo Avenue), as last said street is shown on said map; thence southeasterly along said line of San Leandro Boulevard, 11 feet, to a line drawn parallel with and 11 feet southeasterly, measured at right angles, from the said line of Davis Street; thence southwesterly along said parallel line to the northeastern line of Martinez Street, as last said street is shown on said map; thence southeasterly along last said line to the southeastern line of West Estudillo Avenue (formerly Ward Street), as last said street is shown on said map; thence southwesterly along said line, 558.9 feet, more or less, to the southwestern line of the Southern Pacific Transportation Company right-of-way (100 feet wide); thence northwesterly along last said line, 393.4 feet, more or less, to the said line of Davis Street; thence southwesterly along last said line, 82.7 feet, more or less, to the southwestern line of said Map of the Town of San Leandro; thence northwesterly along last said line, 13.1 feet, more or less, to its

APPENDIX A

intersection with the most northerly line of Thrasher Park (southwesterly of said Map of the Town of San Leandro), as said Park was conveyed to the City of San Leandro by Decree of Final Distribution No. 12,606 Superior Court of Alameda County, dated April 28, 1915, said line of Thrasher Park being also the southern line of Davis Street (66 feet wide); thence westerly along said southern line of Davis Street, 541.0 feet, more or less, to its intersection with the southeasterly prolongation of a line drawn parallel with and 105 feet northeasterly, measured at right angles, from the northeastern line of Dabner Street as said street is shown on Dabner's Addition, filed May 16, 1871 in Book 2, at page 22, Alameda County Records, last said parallel line being also the prolongation of the northeastern line of Dabner's Addition; thence northwesterly along last said parallel line, 67.1 feet to the southeastern corner of Dabner's Addition, said corner being on the northern line of Davis Street (66 feet wide); thence northwesterly, continuing along last said parallel line 525.0 feet, more or less, to the northern line of Lot 10, Block B of Dabner's Addition; thence northeasterly along the prolongation of the northwest line of Lot 10, last said line being also perpendicular to Dabner Street, 139.0 feet to a line drawn parallel with and 139 feet northeasterly, measured at right angles, from the said northeastern line of Dabner's Addition; thence northwesterly along said parallel line, 285.8 feet, more or less, to the southern line of Lucille Street (formerly Williams Lane) as said street is shown on Tract 717, filed September 7, 1945, in Book 11, at pages 32 and 33, Alameda County Records; thence northerly, at right angles to said southern line of Lucille Street, 35 feet to the northern line of Lucille Street; thence easterly along last said line of Lucille

Street, 103.4 feet more or less, to the most eastern corner of said Tract 717; thence northwesterly along the northeastern line of said Tract 717, said northeastern line of Tract 717 being also parallel with and 100 feet northeasterly, measured at right angles, from the northeastern line of Minerva Street as said street is shown on said Map, 444.8 feet, more or less, to the said southwestern line of the Southern Pacific Transportation Company right-of-way; thence northwesterly along the prolongation of said northeastern line of Tract 717, 29.0 feet to the southwesterly prolongation of the southeastern line of Lola Street, as said street is shown on said Map of the Town of San Leandro; thence northeasterly along last said prolongation and said southeastern line of Lola Street, 372.9 feet, more or less, to a line drawn parallel with and 75 feet northeasterly, measured at right angles, from the said southwestern line of Town of San Leandro, last said parallel line being also perpendicular to Lola Street; thence northwesterly along last said parallel line to the centerline of San Leandro Street, as said creek is shown on said Map of the Town of San Leandro; thence along said center line northeasterly, easterly, and southeasterly along to the said northeastern line of Martinez Street; thence southeasterly along last said line to the northwestern line of said Davis Street, as said street is shown on said Map of the Town of San Leandro; thence northeasterly along last said line of Davis Street to the said line of Carpentier Street; thence southeasterly along said line of Carpentier Street to the Point of Beginning.

The area added to the Plaza 2 Redevelopment Project in June, 1988, is shown on Exhibit B and is labeled AREA 5, Expansion Areas A, B, C and D. This area is more particularly described as follows:

AREA 5

EXPANSION AREA "A"

The area generally located along both sides of San Leandro Boulevard between Davis Street and San Leandro Creek, and including the Union Pacific Railroad property located northerly of Davis Street and westerly of San Leandro Boulevard, and specifically described as follows:

Real property in the City of San Leandro, County of Alameda, State of California, being all of Blocks 36, 37 and 38, portions of Block 33 and 34, and a portion of San Leandro Boulevard (formerly Estudillo Street), all as shown on the Map of the Town of San Leandro, filed February 27, 1855, in Book 2 of Maps, at page 43, Alameda County Records, and being further described as follows:

Beginning at the intersection of the southwestern line of Carpentier Street with the northwestern line of Davis Street, as said streets are shown on said map; thence northwesterly along said line of Carpentier Street to a point 100 feet northwesterly of the said line of Davis Street; thence at right angles to said line of Carpentier Street, southwesterly, 150 feet to a line drawn parallel with said line of Carpentier Street; thence northwesterly along said parallel line 484.60 feet; thence southwesterly, at right angles to said line of Carpentier Street, to the southwesterly line of said San Leandro Boulevard; thence northwesterly along said line of San Leandro Boulevard to the center line of San Leandro Creek, as said Creek is shown on said map; thence westerly and northwesterly along said centerline of San Leandro Creek to the northeastern line of Martinez Street, as said street is shown on said map; thence

southeasterly along said line of Martinez Street to the said line of Davis Street; thence northeasterly along said line of Davis Street to the Point of Beginning.

EXPANSION AREA "B"

The area located westerly of BART's San Leandro Station bounded generally by West Estudillo Avenue on the north, Martinez Street and the Union Pacific Railroad on the east, Williams Street on the south and Alvarado Street and the Southern Pacific Railroad on the west, and specifically described as follows:

Real property in the City of San Leandro, County of Alameda, State of California, described as follows:

Beginning at the intersection of the northeastern line of Martinez Street with the southeastern line of West Estudillo Avenue (formerly Ward Street), as said streets are shown on Map of the Town of San Leandro, filed February 27, 1855, in Book 2 of Maps, at page 43, Alameda County Records; thence southwesterly along said line of West Estudillo Avenue to the southwestern line of Southern Pacific Railroad right-of-way, as said right-of-way is shown on Parcel Map 4852, filed October 1, 1986, in Book 164 of Maps, at pages 50 and 51, Alameda County Records; thence southeasterly along last said line to the northwestern line of Thornton Street, as last said street is shown on said Map of the Town of San Leandro; thence southwesterly along last said line to the southwestern line of Alvarado Street, as last said street is shown on last said map; thence southeasterly along last said line to the southeastern line of Williams Street, as last said street is shown on last said map; thence northeasterly along last said line to the northeastern line of the Union Pacific

APPENDIX A

System (formerly Western Pacific Railroad Company) right-of-way (80 feet wide); thence northwesterly along last said line to the northwestern line of Parrott Street, as last said street is shown on last said map; thence southeasterly along last said line to the said line of Martinez Street; thence northwesterly along last said line to the Point of Beginning.

EXPANSION AREA "C"

The area generally located on both sides of Davis Street between Orchard and Wainwright Avenues, and specifically described as follows:

Real property in the City of San Leandro, County of Alameda, State of California, described as follows:

Beginning at the intersection of the southwestern line of Orchard Avenue with the southeastern line of Lot 41 as said avenue and lot are shown on Map of the Smith Subdivision San Leandro, CA, filed July 31, 1889, in Book 9 of Maps, at page 28, Alameda County Records; thence southwesterly along said line of lot 41 to the southwestern line of last said map, last said line being also the northeastern line of Tract 658, filed March 19, 1943, in Book 8 of Maps, at pages 48 and 49; thence northwesterly along last said line, 7.28 feet, more or less, to the southeastern line of Lot 7 of said Tract 658; thence southwesterly along last said line and the prolongation thereof to its intersection with the southwestern line of Pacific Avenue, as last said avenue is shown on said Tract 658, last said line being also the northeastern line of Map of Durnan's Addition to the Town of San Leandro, filed December 16, 1870, Map Book 3, page 33, and also recorded January 10, 1871, Map Book 1, page 33, Alameda County Records; thence northwesterly along last said line to the

southeastern line of Lot 1 of last said map; thence southwesterly along last said line and continuing southwesterly along the southeastern lines of Lots 2, 3, 4 and 5 successively, as said lots are shown on last said map, to a point on the southwestern line of last said map, last said point being also on the northeastern line of Tract 659, filed April 23, 1943, in Book 8 of Maps, at pages 54 and 55, Alameda County Records, last said point being also the most eastern corner of Lot 3 of last said map; thence southwesterly along the southeastern line of last said Lot 3 and the prolongation thereof to its intersection with the southwestern line of Wayne Avenue, as said avenue is shown on last said tract; thence northwesterly along last said line to a line drawn parallel and 27 feet southerly, measured at right angles, from the southern line of Davis Street, as last said Davis Street was widened on said Tract 659; thence westerly along last said parallel line to the southwestern line of said Tract 659, last said line being also the northeastern line of Tract 632; filed July 18, 1942, in Book 8 of Maps, at pages 28 and 29, Alameda County Records; thence southeasterly along last said line to the southeastern line of Lot 1 of said Tract 632; thence southwesterly along last said line to the northeastern line of Pierce Avenue, as said avenue is shown on said Tract 632; thence southeasterly along said line of Pierce Avenue to the easterly prolongation of the southern line of lot 32 and said Tract 632; thence westerly along the said prolongation of lot 32 and along the said line of said Lot 32 to the southwestern line of said Lot 32; thence northwesterly along last said line to the southern line of Lot 31 of said Tract 632; thence westerly along last said line to the southwestern line of said Lot 31; thence northwesterly along last said line and the prolongation thereof 50 feet; thence

APPENDIX A

northwesterly on a straight line to the southern corner of Lot 95, Tract 636, files May 19, 1942, in Book 12 of Maps, at page 7, last said corner being on the northern line of Davis Street as last said Davis Street was widened on said Tract 636; thence northerly along the western line of said Lot 95 to the southern line of Virginia Street, as last said street is shown on Tract 636; thence easterly along the said line of Virginia Street and the prolongation thereof to the northeastern line of Douglas Drive, as said drive is shown on said Tract 636; thence northwesterly along said line of Douglas Drive to the northern line of Lot 25 of said Tract 636; thence easterly along last said line to the northeastern line of said Tract 636; thence northwesterly along last said line to a line drawn parallel with and 66.25 feet northwesterly, measured along the southwesterly line of Preda Street, as last said street is shown on Tract 756, filed May 25, 1946, in Book 10 of Maps, at page 25, Alameda County Records, from the northern line of Tract 701, filed February 21, 1945, in Book 9 of Maps, at page 73, Alameda County Records; thence easterly along last said parallel line to said line of Preda Street; thence southeasterly along said line of Preda Street to said line of Tract 701; thence westerly along last said line to the southwestern line of Lots 1 through 6 of last said map; thence southeasterly along last said line to the southeasterly line of said Lot 6; thence northeasterly along last said line to the northeastern line of Preda Street, as last said street is shown on Parcel Map 2285, filed October 13, 1983, in Book 141 of Maps, at pages 36 and 37, Alameda County Records; thence southeasterly along last said line of Preda Street to southeastern line of parcel 1 of last said map; thence northeasterly along last said line to the southwestern line of Dabner's

Addition, filed May 16, 1871, in Book 2 of Maps, at page 22, Alameda County Records; thence southeasterly along last said line to the southeastern line of Lot 4 of Block A of said Dabner's Addition; thence northeasterly along last said line 52.50 feet; thence southeasterly, perpendicular to last said line, 41.67 feet; thence northeasterly, perpendicular to Dabner Street, as last said street is shown on said Dabner's Addition, 84.50 feet, more or less, to the northeastern line of said Dabner Street; thence southeasterly along last said line, 50.18 feet; thence northeasterly, perpendicular to said Dabner Street: to the southwestern line of Lot 1 of Block B of said Dabner's Addition; thence northwesterly along last said line to the northwestern line of last said Lot 1; thence northeasterly along last said line to the northeastern line of said Dabner's Addition; thence southeasterly along last said line and the prolongation thereof to the southern line of Davis Street (66 feet wide); thence easterly along said line of Davis Street to the northeastern line of said Map of the Smith Subdivision; thence southeasterly along last said line to the southeastern line of Lot 5 of last said subdivision; thence southwesterly along last said line and the prolongation thereof to the Point of Beginning.

EXPANSION AREA "D"

The area generally westerly of Interstate 880 on the north side of Davis Street between Warden Avenue and the eastern edge of the Southern Pacific Railroad right-of-way and specifically described as follows:

Real property in the City of San Leandro, County of Alameda, State of California, described as follows:

APPENDIX A

All that land bounded on the north by the southern boundary line of Tract 777, filed December 31, 1946, in Book 22 of Maps, at pages 46-48, Alameda County Records; bounded on the east by the western boundary line of Tract 677, filed February 15, 1944, in Book 10 of Maps, at pages 18-20, Alameda County Records and the prolongation of last said line southerly to the southern boundary line of the Territory Annexed to the City of San Leandro by City Council Ordinance No. 862 N.S., a map of which territory was filed February 18, 1952 in Book 32 of Maps, at page 48, Alameda County Records; bounded on the south by last said line, last said line being also the southern line of Davis Street (66 feet wide), as said street is shown on last said map; and bounded on the west by the general western boundary line of the Territory Annexed to the City of San Leandro by City Council Ordinance No. 879 N.S., a map of which territory was filed December 19, 1952 in Book 32 of Maps, at page 82, Alameda County Records, and the southerly prolongation of that portion of last said line, shown on last said map as north 13° 02' 32" west, 9.28 feet, to the said southern line of Davis Street.

Division III

**MERGER OF PLAZA 1 AND PLAZA 2
REDEVELOPMENT PROJECTS**

Chapter 1.44

MERGER OF PLAZA 1 AND PLAZA 2

Sections:

1.44.010 Terms of merger.

1.44.010 Terms of merger.

A. The Plaza 1 redevelopment plan and the Plaza 2 redevelopment plan are merged into one redevelopment plan which shall be known as the plaza redevelopment plan and the Plaza 1 project area and the Plaza 2 project area shall heretofore be known as the plaza redevelopment project area.

B. This section incorporates the plaza redevelopment plan by reference and designates the plaza redevelopment plan as the official plan for the plaza redevelopment project area.

C. No provisions of the plaza redevelopment plan are amended except as provided by ordinance.

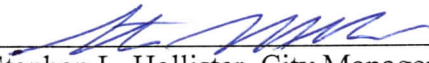
D. All findings made regarding the adoption of the Plaza 1 and Plaza 2 redevelopment plans and amendments thereto are incorporated by reference. (Ord. 2000-010 §§ 2—5, 2000; Ord. 2000-09 §§ 1—4, 2000)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property, identified in the Disposition and Development Agreement approved by Resolution No. 2011-058, conveyed by the Grant Deed dated March 9, 2011, from the Redevelopment Agency of the City of San Leandro, a public body corporate and politic to the City of San Leandro, a municipal corporation ("**City**"), is hereby accepted on behalf of the City by its City Manager pursuant to authority conferred by Resolution No. 2011-058, adopted by the City Council of the City of San Leandro on March 7, 2011, and that the City consents to recordation of the Grant Deed by its duly authorized officer.

Dated March 9, 2011

**CITY OF SAN LEANDRO,
a municipal corporation**

By: 
Stephen L. Hollister, City Manager

ATTEST:

By 
Marian Handa, City Clerk

APPROVED AS TO FORM:

By 
for Jayne Williams, City Attorney

SIGNATURES MUST BE NOTARIZED

CITY OF SAN LEANDRO
APR 01 2011
CITY CLERK'S OFFICE

From: Nina Hinton /BD

SCANNED

APR 14 2011
CITY CLERK'S OFFICE
Scan Operator: _____



CC Margaret McCluckie / BD 12-19-05
(1367)

**OFFICE OF ASSESSOR
COUNTY OF ALAMEDA**

ADMINISTRATION BUILDING, ROOM 145, 1221 OAK STREET
OAKLAND, CALIFORNIA 94612-4288
(510) 272-3787 / FAX (510) 272-3803

**RON THOMSEN
ASSESSOR**

CITY OF SAN LEANDRO

DEC 19 2005

CITY CLERK'S OFFICE

December 16, 2005

REDEVELOPMENT AGENCY OF THE CITY OF SAN
c/o CITY OF SAN LEANDRO
Attn: CITY CLERK
835 E 14TH ST
SAN LEANDRO, CA 94577-5362

APN: 75-1-10-2
Address of Property:
290 DAVIS ST
SAN LEANDRO, CA 94577-2743

RFR No.: ASSR 882212
Event Date: January 1, 2005

NOTICE OF DECREASED ASSESSMENT

Dear Assessee(s):

The Office of Assessor has processed an adjustment to the assessment roll year(s) on the above referenced property. The value changes are shown on the back of the letter. The assessment changed for the following reason:

The value was reduced due to a change in assessed value or has qualified for a partial or full exclusion or exemption.

Should you wish to challenge the revised value(s) an Application for Changed Assessment must be filed with the Clerk, Assessment Appeals Board within 60 days of the receipt of this notice.

The Assessment Appeals Board may be contacted at 1221 Oak St., Room 536, Oakland, CA 94612 or by calling (510) 272-6352. If you have any questions regarding your appeal rights, please contact our office prior to filing.

The County Auditor will process applicable refunds or revised tax bills.

Should you have any further questions please call our office at (510) 272-3787, option 2.

Sincerely,

RON THOMSEN, ASSESSOR

Maurice Taylor, Supervisor Assessee Services

Notice of Decreased Assessment

OFFICE OF ASSESSOR - COUNTY OF ALAMEDA

Decreased Assessments

The figures shown below represent the change to the value(s) by year:

APN: 75-1-10-2

Assessment Year: 2005

	<u>LAND</u>	<u>IMPROVEMENT</u>	<u>TOTAL</u>
Present:	\$112,340	\$237,399	\$349,739
Change to:	\$0	\$0	\$0

24

1124958

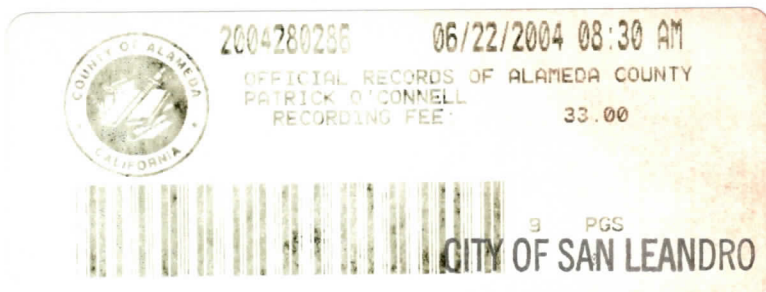
Recording requested by:
Fidelity National Title

GRANT DEED

RECORDING REQUESTED BY:)
The City of San Leandro Redevelopment)
Agency)

AND WHEN RECORDED MAIL TO:)
City of San Leandro)
835 E. 14th Street)
San Leandro, CA 94577)
Attn: City Clerk)

EXEMPT FROM RECORDING FEES PER)
GOVERNMENT CODE §§6103, 27383)
APN: 075-0001-010-02)



fw

JUL 26 2004

NO DOCUMENTARY TRANSFER TAX DUE

CITY CLERK'S OFFICE
Reso 2004-004 RDA
C1485/2937/D-1367
cc: M. McCluckie

(Space Above This Line Reserved For Recorder's Use)

No Tax - Purchased By City of San Leandro

For valuable consideration, receipt of which is hereby acknowledged,

IN CHA CHUNG, a single woman, herein called "Grantor", hereby grants to THE REDEVELOPMENT AGENCY OF THE CITY OF SAN LEANDRO, a public body, corporate and politic, of the State of California, herein called "Grantee", the real property commonly known as 290 Davis Street, City of San Leandro, County of Alameda, State of California, hereinafter referred to as the "Property", described in the document attached hereto, labeled Exhibit 1 and incorporated herein by this reference.

1. The Property is conveyed pursuant to a certain Commercial Property Purchase Agreement ("Agreement") entered into by and between Grantor and Grantee as of May 3, 2004.

2. Grantee covenants by and for itself, and any successors in interest, that there shall be no discrimination against or segregation of any person, or group of persons, on account of sex, race, color, creed, religion, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Grantee itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Property. The foregoing covenants shall run with the land.

All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) In deeds: "Grantee herein covenants by and for itself, its successors and assigns, and

all persons claiming under or through it, that there shall be no discrimination against or segregation of a person, or of a group of persons, on account of race, color, religion, creed, sex, marital status, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land."

(b) In leases: "The lessee herein covenants by and for the lessee and lessee's heirs, personal representatives and assigns, and all persons claiming under the lessee or through the lessee, that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, religion, creed, sex, marital status, ancestry, or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased."

(c) In contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, creed, sex, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to selection, location, number, use or occupancy of tenants, lessee, subtenants, sublessees or vendees of the land."

3. No violation or breach of the covenants, conditions, restrictions, provisions of limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument permitted by the Agreement; provided, however, that any successor of Grantee to the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

4. In the event of any express conflict between this Grant Deed and the Agreement, the provisions of this Grant Deed shall control.

5. As a public body, corporate and politic, of the State of California, the Buyer is exempt from taxes.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized, this 17th day of June, 2004.

SELLER

In Cha Chung

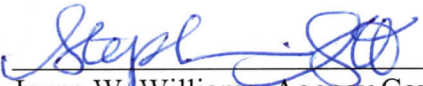
The provisions of this Grant Deed are hereby approved and accepted.

BUYER

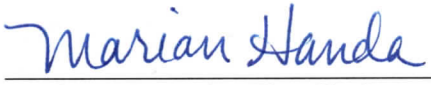


John Jermanis, Executive Director
Redevelopment Agency of the City of San Leandro

Approved as to form:


for _____
Jayne W. Williams, Agency Counsel

Attest:



Marian H. Handa, City Clerk

Document signed in counterpart 1 of 2

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized, this ____ day of _____, 2004.

SELLER


In Cha Chung

The provisions of this Grant Deed are hereby approved and accepted.

BUYER

John Jermanis, Executive Director
Redevelopment Agency of the City of San Leandro

Approved as to form:

Jayne W. Williams, Agency Counsel

Attest:

Marian H. Handa, City Clerk

Document signed in counterpart 2 of 2

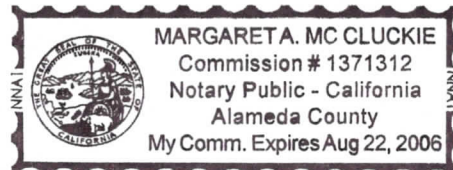
STATE OF CALIFORNIA)
) ss
COUNTY OF ALAMEDA)

On June 17, 2004, before me,
Margaret A. McCluckie, a Notary Public in and for said County and State,
personally appeared John J. Jermanis,
personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the
person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to
me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that
by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Margaret A. McCluckie
Notary Public

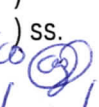
FOR NOTARY STAMP AND SEAL



Comm. # 1371312
* My Comm Expires 8-22-06

ACKNOWLEDGMENT

State of California)

County of ~~Alameda~~ ^{San Francisco} ss. 

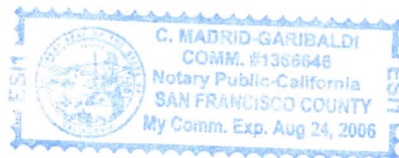
On 6/17/04 before me, a Notary Public, personally

appeared In Cha Chung, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



NOTARY PUBLIC



ILLEGIBLE NOTARY SEAL DECLARATION
(GOVERNMENT CODE 27361.7)

I DECLARE UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE
DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED, READS AS
FOLLOWS:

NAME OF NOTARY PUBLIC: C. Madrid-Garibaldi

COMMISSION NUMBER: 1366646

NOTARY PUBLIC

STATE: CALIFORNIA

MY COMMISSION EXPIRES: 8-24-06
(DATE)

COUNTY ON NOTARY: San Francisco

PRINT NAME OF DECLERANT: E. MARTIN

SIGNATURE OF
DELERANT: E. 

CITY AND STATE OF
EXECUTION: PLEASANTON, CALIFORNIA

DATE SIGNED: 6-21-04

EXHIBIT "ONE"

Portion of Lots "H", "I" and "J", Block 1, Map of the Town of San Leandro, filed February 27, 1855, Map Book 1, page 19, Alameda County Records, described as follows:

Beginning at the intersection of the northwestern line of Davis Street, as shown on said map, with the northeastern line of the parcel of land conveyed in the deed by Daniel Murphy to City of San Leandro, recorded June 7, 1957 in Book 8384 of Official Records of Alameda County, page 493 (AM/56913); and running thence along the northeastern line of said conveyed in said deed, the two following courses and distances: north $24^{\circ} 58' 16''$ west, 108 feet; thence northerly and northeasterly on a curve to the right with a radius of 93.60 feet, a distance of 78.14 feet, to a line drawn northwesterly, at right angles, to said line of Davis Street from a point distant thereon north $62^{\circ} 00'$ east, 63 feet from the center line of Hayes Street, as shown on said map; thence along the line so drawn, southeasterly 177 feet, more or less, to said northwesterly line of Davis Street; and thence along the last named line, south $62^{\circ} 00'$ west, 40.10 feet to the point of beginning.

Assessor's Parcel No: 075-0001-010-02

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Deed or Grant, dated June 17, 2004, from In Cha Chung to the Redevelopment Agency of the City of San Leandro, a public body corporate and politic, is hereby accepted on behalf of the Redevelopment Agency of the City of San Leandro, pursuant to authority conferred by Resolution No. 2004-004 RDA, adopted by the Redevelopment Agency of the City of San Leandro on May 3, 2004, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: May 5, 2004



Marian Handa

MARIAN HANDA, Secretary
Redevelopment Agency of the
City of San Leandro

CITY CLERK'S OFFICE
Scan Operator: _____

AUG 20 2009

SCANNED



IN THE REDEVELOPMENT AGENCY OF THE CITY OF SAN LEANDRO

RESOLUTION NO. 2004-004 RDA

(1485/2937/D1367)

RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF SAN LEANDRO
AUTHORIZING ACQUISITION OF
290 DAVIS STREET (APN: 075-0001-010-02)

WHEREAS the Executive Director has negotiated the price of \$500,000 for the acquisition of the property, building, and business at 290 Davis Street within the Plaza Project Area; and

WHEREAS the acquisition of property is an authorized activity of the Redevelopment Agency in the Plaza Redevelopment Plan, and payment of acquisition costs and associated fees is an authorized use of the 2002 Plaza Project Area Tax Allocation Bonds; and

WHEREAS the Agency Board is familiar with the proposal and the property and the Executive Director has recommended approval of said proposal for acquisition.

NOW, THEREFORE, the Redevelopment Agency of the City of San Leandro does RESOLVE as follows:

That said acquisition of 290 Davis Street is hereby approved, and the Executive Director is authorized to execute all necessary documents to complete the purchase of this property, and

That the appropriation of \$515,000 from the 2002 Plaza Project Area Tax Allocation Bonds is hereby approved.

Introduced by Agency Member Nardine and passed and adopted this 3rd day of May, 2004 by the following called vote:

Members of the Agency:

AYES: Members Badger, Glaze, Grant, Nardine, Santos, Stephens; Mayor Young (7)

NOES: None (0)

ABSENT: None (0)

ATTEST: Marian Handa
Marian Handa, Agency Secretary

**REDEVELOPMENT AGENCY OF
THE CITY OF SAN LEANDRO**

STAFF REPORT

DATE: May 3, 2004

TO: John Jermanis, Executive Director
Redevelopment Agency

FROM: Luke Sims, Business Development Manager
City Manager's Office *KS*

BY: Amalia Lorentz, Senior Development Specialist
City Manager's Office

SUBJECT PROJECT/PROJECT DESCRIPTION:

RESOLUTION AUTHORIZING ACQUISITION OF 290 DAVIS ST. (APN: 075-0001-010-02)

SUMMARY AND RECOMMENDATION

Staff recommends that the Redevelopment Agency of the City of San Leandro approve the attached resolution authorizing the purchase of 290 Davis Street and appropriating \$515,000 from the 2002 Plaza Project Area Tax Allocation Bonds for the transaction.

BACKGROUND

Analysis

The owner of the business and property located at 290 Davis Street retained a broker to market the site for sale. The property, within the Plaza Project Area, is at a strategic location at Davis and Hays Streets, and would be required to be obtained as part of any future project in the area. Land-banking the site now in a voluntary transaction preserves the flexibility of the Agency's options for future development.

The property, about 4,300 square feet, and the liquor license will be sold to the Agency. The liquor license will be resold in escrow to a different business in Alameda County. The business will cease to operate prior to close of escrow, and the building will be secured indefinitely. It's possible some of the business fixtures (for example, dartboards) will be of use to City departments; Purchasing staff is currently evaluating the inventory.

Current Redevelopment Agency Policy

N/A.

APPROVED AND
FORWARDED TO
REDEVELOPMENT
AGENCY

[Signature]
John J. Jermanis
Executive Director

Reso 2004-004 RDA

(1485/2937/ D1367)

Previous Redevelopment Agency Action(s)

N/A.

City Council/Redevelopment Agency Committee Review and Action

The Agency reviewed this item in closed session on April 12, 2004, and no action was reported out of the closed session.

Applicable General Plan Policy

N/A.

Permits and/or Variances Granted

N/A.

Environmental Review

Acquisition of this property is exempt under CEQA (Section 15332).

Code Compliance Review

N/A.

Board/Commission Findings

N/A.

Summary Of Public Outreach Efforts

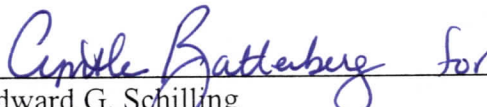
N/A.

Fiscal Impact

The negotiated cost for the property, building, and business is \$500,000. The resale of the liquor license (estimated at \$12,000-15,000) will help offset the broker and escrow fees associated with the transaction, as well as minor costs associated with securing the building. In total, the acquisition of 290 Davis is estimated to cost \$515,000, which will be funded by the 2002 Plaza Project Area Tax Allocation Bonds.

Budget Authority

Approximately \$515,000 will be appropriated from the 2002 Plaza Tax Allocation Bonds for this property acquisition.



Edward G. Schilling
Assistant Director/Acting Agency Treasurer

Attachments

Resolution

CONCLUSION

Staff recommends approval of the attached resolution, authorizing the acquisition of 290 Davis Street.
