



CALL AND NOTICE OF SPECIAL MEETING AT 6:30 PM OF THE VALLEJO CITY COUNCIL AS THE GOVERNING BOARD OF THE SUCCESSOR AGENCY TO THE FORMER VALLEJO REDEVELOPMENT AGENCY

BOARD

Andrea Sorce (Chair)
 Peter Bregenzer (Vice Chair)
 Helen-Marie Gordon
 Tonia Lediju, PhD
 Alexander Matias
 Diosdado "JR" Matulac
 Charles Palmares

HYBRID MEETING
www.Cityofvallejo.net

APRIL 22, 2025

**Council Chambers
 555 Santa Clara Street
 Vallejo, CA 94590**

<p>NOTICE: Members of the Public will be able to participate in-person or remotely via Zoom</p>	<p>City Hall and the Council Chambers will be open to members of the public 30 minutes prior to the start of the meeting.</p>
<p>PUBLIC COMMENT: Members of the Public may provide public comments during the City Council Meeting in person or via ZOOM (https://ZoomRegular.Cityofvallejo.net), or via phone, by dialing (669) 900-6833.</p>	<p>For additional instructions on how to speak remotely during public comment, please visit, www.cityofvallejo.net/publiccomment</p>
<p>VIEW THE MEETING: There are four different ways you can view this public meeting:</p> <ul style="list-style-type: none"> • In Person • Watch Vallejo local channel 28 • Stream from the City website: www.cityofvallejo.net/Streaming • Join the Zoom webinar: https://ZoomRegular.Cityofvallejo.net 	
<p align="center">Hybrid Options are available for members of the public to participate. To participate remotely</p>	
<p><u>Option to Join by Computer</u> From your browser go to https://ZoomRegular.CityofVallejo.net to launch and join the zoom application. Meeting ID: 914 0075 0676# Meeting Password: 131313</p>	<p><u>Option to Join by Phone</u> Dial (669) 900-6833 Enter Meeting ID: 914 0075 0676# Meeting Password: 131313 Press *9 to digitally raise your hand from the phone. Press *6 to unmute/mute</p>
<p>Any supplemental writing related to an agenda item for an open session of a regular meeting that is distributed to all or a majority of all members of the City Council less than 72 hours before the meeting will be posted concurrently on the City's website at www.cityofvallejo.net/agendas Written material distributed during the meeting, will be available at the meeting if prepared by the City or after the meeting if prepared by someone else. Such materials may be obtained from the City Clerk</p>	



Vallejo City Council Chambers ADA compliant. Devices for the hearing impaired are available from the City Clerk. Requests for disability related modifications or accommodations, aids or services may be made by a person with a disability to the City Clerk's office no less than 72 hours prior to the meeting as required by Section 202 of the Americans with Disabilities Act of 1990 and the federal rules and regulations adopted in implementation thereof

TO THE MEMBERS OF THE VALLEJO CITY COUNCIL AS GOVERNING BOARD OF THE SUCCESSOR AGENCY TO THE FORMER VALLEJO REDEVELOPMENT AGENCY:

You are hereby notified that I do hereby call the Vallejo City Council as Governing Board of the Successor Agency to the former Vallejo Redevelopment Agency in special session to consider only the matters stated on the agenda listed below.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PRESENTATIONS AND COMMENDATIONS**
4. **CONSENT CALENDAR AND APPROVAL OF AGENDA**
5. **ACTION CALENDAR**

*NOTICE: Members of the public wishing to address the Successor Agency on Action Calendar Items may do so in person by signing in to the Public Speaker's kiosk located in the back of the Council Chambers or via ZOOM (<https://ZoomRegular.Cityofvallejo.net>), or via phone, by dialing (669) 900-6833. Enter Meeting ID: 914 0075 0676#. Press *9 to digitally raise your hand from the phone. Press *6 to unmute/mute. For additional instructions on how to speak remotely during public comment, please visit, www.cityofvallejo.net/publiccomment. Each speaker is limited to five minutes pursuant to Vallejo Municipal Code Section 2.02.420 or as approved and announced by the Chair. In person speakers will be recognized first*

- A. **ADOPT A RESOLUTION DECLARING THREE SUCCESSOR AGENCY-OWNED PARCELS LOCATED BETWEEN SOLANO AVENUE AND RYDER STREET CONSISTING OF APNS: 0058-100-300, 0058-100-320 AND 0058-100-450 "EXEMPT SURPLUS LAND" PURSUANT TO GOVERNMENT CODE SECTION 54221(f)(1)(D) AND FINDING THAT SAID ACTION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15312 - SURPLUS GOVERNMENT PROPERTY SALES**

Recommendation: Adopt a Resolution declaring three Successor Agency-owned parcels located between Solano Avenue and Ryder Street consisting of APNs: 0058-100-300, 0058-100-320, and 0058-100-450 "exempt surplus land" pursuant to Government Code Section 54221(f)(1)(D) and finding that said action is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15312 - Surplus Government Property Sales.

Contact: Gillian Haen, Assistant City Manager (707) 648-4163

Gillian.Haen@cityofvallejo.net

6. **ADJOURNMENT**

ADDITIONAL CITY INFORMATION

Members of the public can:

- Like us on Facebook and Instagram ([@cityofvallejo](#))
- Sign up to receive City Communications via e-mail (www.cityofvallejo.net/subscribe)
- Sign up for emergency alerts at: alertsolan.com

Dated: Friday, April 18, 2025



Andrea Sorce, Mayor

I, Dawn Abrahamson, City Clerk do hereby certify that I have caused a true copy of the above notice and agenda to be delivered to

Andrea Sorce (Chair)
Peter Bregenzer (Vice Chair)
Helen-Marie Gordon
Tonia Lediju, PhD
Alexander Matias
Diosdado "JR" Matulac
Charles Palmares,

at the time and in the manner prescribed by law and that this agenda was posted at City Hall, 555 Santa Clara Street, CA at 9:30 a.m., Friday, April 18, 2025.

Dated: Friday, April 18, 2025





DATE: April 22, 2025
TO: Chair and Members of the Successor Agency
FROM: Gillian Haen, Assistant City Manager
SUBJECT: **ADOPT A RESOLUTION DECLARING THREE SUCCESSOR AGENCY-OWNED PARCELS LOCATED BETWEEN SOLANO AVENUE AND RYDER STREET CONSISTING OF APNS: 0058-100-300, 0058-100-320 AND 0058-100-450 "EXEMPT SURPLUS LAND" PURSUANT TO GOVERNMENT CODE SECTION 54221(f)(1)(D) AND FINDING THAT SAID ACTION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15312 - SURPLUS GOVERNMENT PROPERTY SALES**

RECOMMENDATION

Adopt a Resolution declaring three Successor Agency-owned parcels located between Solano Avenue and Ryder Street consisting of APNs: 0058-100-300, 0058-100-320, and 0058-100-450 "exempt surplus land" pursuant to Government Code Section 54221(f)(1)(D) and finding that said action is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15312 - Surplus Government Property Sales.

REASONS FOR RECOMMENDATION

The three Successor Agency-owned parcels are located in the vicinity of Vallejo Flood and Wastewater District's wastewater treatment plant and have limited development potential because of their size and configuration. Vallejo Flood and Wastewater District expressed its interest in acquiring these sites for its long-term treatment plant use. Declaring the parcels to be exempt surplus land and making the required findings to support the exemption will allow this transaction to proceed.

BACKGROUND AND DISCUSSION

The Successor Agency to the Redevelopment Agency of the City of Vallejo ("Successor Agency") is proposing to transfer three parcels located between Solano Avenue and Ryder Street (APNs: 0058-100-300; 0058-100-320; and 0058-100-450) to the Vallejo Flood and Wastewater District for the District's use. Under the California Surplus Land Act (the Act), the Successor Agency must first declare these parcels "Exempt Surplus Land," as supported by written findings, before it may take any action related to their disposition.

The Successor Agency's Long-Range Property Maintenance Plan ("LRPMP") was approved by the California Department of Finance on December 30, 2015. According to the LRPMP, these parcels were once used as right-of-way for the railroad spur near the wastewater treatment plant in South Vallejo and were acquired by the former Redevelopment Agency in 1988 from Kaiser Steel as part of a bankruptcy settlement. The parcels are designated in the LRPMP as "available for sale." (See Approved LRPMP.)

The Surplus Land Act (California Government Code Sections 54220-54234, inclusive) (the "Act") governs the disposition of surplus land by local agencies, such as the Successor Agency. Section 54221(b)(1) of the Act provides that land shall be declared either "surplus land" or "exempt surplus land," as supported by written findings, before a local agency may take any action to dispose of it consistent with an agency's policies or procedures.

Subject: ADOPT A RESOLUTION DECLARING THREE SUCCESSOR AGENCY-OWNED PARCELS LOCATED BETWEEN SOLANO AVENUE AND RYDER STREET CONSISTING OF APNS: 0058-100-300, 0058-100-320 AND 0058-100-450 "EXEMPT SURPLUS LAND" PURSUANT TO GOVERNMENT CODE SECTION 54221(f)(1)(D) AND FINDING THAT SAID ACTION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15312 - SURPLUS GOVERNMENT PROPERTY SALES

Applicable Exemption

"Surplus land" is defined in the Act as including "land that has been designated in the long-range property management plan approved by the Department of Finance pursuant to Section 34191.5 of the Health and Safety Code, either for sale or for future development." Government Code Section 54221(f)(1)(D) provides that "exempt surplus land" includes surplus land that a local agency is transferring to another local, state, or federal agency for the receiving agency's use. Because the parcels have been designated for sale in the LRPMP, they qualify as surplus land and, further, because the proposed sale is to a local agency, the Vallejo Flood and Wastewater District, for its own use, the parcels qualify as "exempt surplus land."

Staff recommends that the Successor Agency declare the three railroad spur parcels located between Solano Avenue and Ryder Street as "surplus-exempt land," based upon the written findings in the attached resolution, which will allow staff to begin the process for disposition of these properties in compliance with the Surplus Lands Act.

Next Steps

Successor Agency staff will work on getting appraisals and selling the property to Vallejo Flood and Wastewater District for their fair market value. Section 34191.5(c)(2)(B) of the Health & Safety Code requires the Vallejo Successor Agency to give the proceeds of the sale to the County Auditor-Controller, who will treat those proceeds as property tax revenues and distribute them pro rata to the various taxing entities, including the City and District. For the fiscal year 2024-2025, Vallejo's pro rata share is 0.1903697705.

FISCAL IMPACT

This action has no fiscal impact.

ENVIRONMENTAL REVIEW

This action is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15312 - "Surplus Government Property Sales" because it concerns the proposed sale of surplus government-owned property.


ATTACHMENTS

1.	Resolution Declaring SA Parcels Exempt Surplus_CAO Stamp
2.	Plat Map
3.	PRELIM-LINKED-RR
4.	Vallejo LRPMP - Approved 12302015

CONTACT

Gillian Haen, Assistant City Manager (707) 648-4163
Gillian.Haen@cityofvallejo.net

Approved as to form:

By:  for
Veronica A.F. Nebb
City Attorney

RESOLUTION NO.

A RESOLUTION OF THE GOVERNING BOARD OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF VALLEJO DECLARING THREE SUCCESSOR AGENCY-OWNED PARCELS LOCATED BETWEEN SOLANO AVENUE AND RYDER STREET CONSISTING OF APNS: 0058-100-300, 0058-100-320, 0058-100-450 “EXEMPT SURPLUS LAND” PURSUANT TO GOVERNMENT CODE SECTION 54221(f)(1)(D), AFTER MAKING THE FINDING THAT SAID ACTION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15312

WHEREAS, the Successor Agency to the former Redevelopment Agency of the City of Vallejo (“Successor Agency”) is the fee owner of three underutilized parcels around the Vallejo Flood and Wastewater District’s wastewater treatment plant identified as APNs 0058-100-300, 0058-100-320, and 0058-100-450 (located between Solano Avenue and Ryder Street) (the “Successor Agency Parcels”); and

WHEREAS, pursuant to Health and Safety Code Section 34191.5(b), the Successor Agency submitted a Long-Range Property Maintenance Plan (the “Plan”) to the California Department of Finance on June 4, 2014 and a revised Plan (“Revised Plan”) on December 18, 2015. The Department of Finance approved the Successor Agency’s use or disposition of all the properties listed on the Revised Plan on December 30, 2015; and

WHEREAS, the Successor Agency Parcels are listed in the Revised Plan as being “available for sale”; and

WHEREAS, the Vallejo Flood and Wastewater District has expressed its interest in acquiring the Successor Agency Parcels for its long-term use; and

WHEREAS, the Surplus Land Act (California Government Code Sections 54220-54234, inclusive) (the “Act”) governs the disposition of surplus land by local agencies, such as the Successor Agency; and

WHEREAS, Government Code Section 54221(b)(1) provides that, “land shall be declared either “surplus land” or “exempt surplus land,” as supported by written findings, before a local agency may take any action to dispose of it consistent with an agency’s policies or procedures; and

WHEREAS, Government Code Section 54221(b)(2) defines “surplus land” as including “land that has been designated in the long-range property management plan approved by the Department of Finance pursuant to Section 34191.5 of the Health and Safety Code, either for sale or for future development; and

WHEREAS, Government Code Section 54221(f)(1) defines “exempt surplus land” as including

surplus land that a local agency is transferring to another local, state, or federal agency for the receiving agency's use.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Successor Agency to the Redevelopment Agency of the City of Vallejo hereby finds and resolves that:

1. The foregoing recitals are true and correct and incorporated herein by this reference as if set forth in full.
2. Designation of the Successor Agency Parcels as "exempt surplus land" under the California Surplus Land Act is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15312, "Surplus Government Property Sales" because the action concerns the sale of surplus government property.
3. The Successor Agency Parcels have been designated as available for sale in the Long-Range Property Management Plan approved by the Department of Finance pursuant to Section 34191.5 of the Health and Safety Code on December 30, 2015 and are therefore found to be "surplus land" pursuant to Government Code section 54221(b)(2).
4. The proposed transfer of the surplus Successor Agency Parcels to the Vallejo Flood and Wastewater District for an expansion of its wastewater treatment plant is a transfer of surplus land that a local agency is transferring to another local agency for the receiving agency's use and therefore meets the definition of "exempt surplus land" set forth in Government Code Section 54221(f)(1)(D).
5. The Successor Agency Parcels are hereby declared "exempt surplus land" pursuant to Government Code Section 54221(f)(1)(D).

ADOPTED by the Governing Board of the Successor Agency to the former Vallejo Redevelopment Agency at a special meeting held on April 22, 2025 with the following vote:

AYES:

NOES:

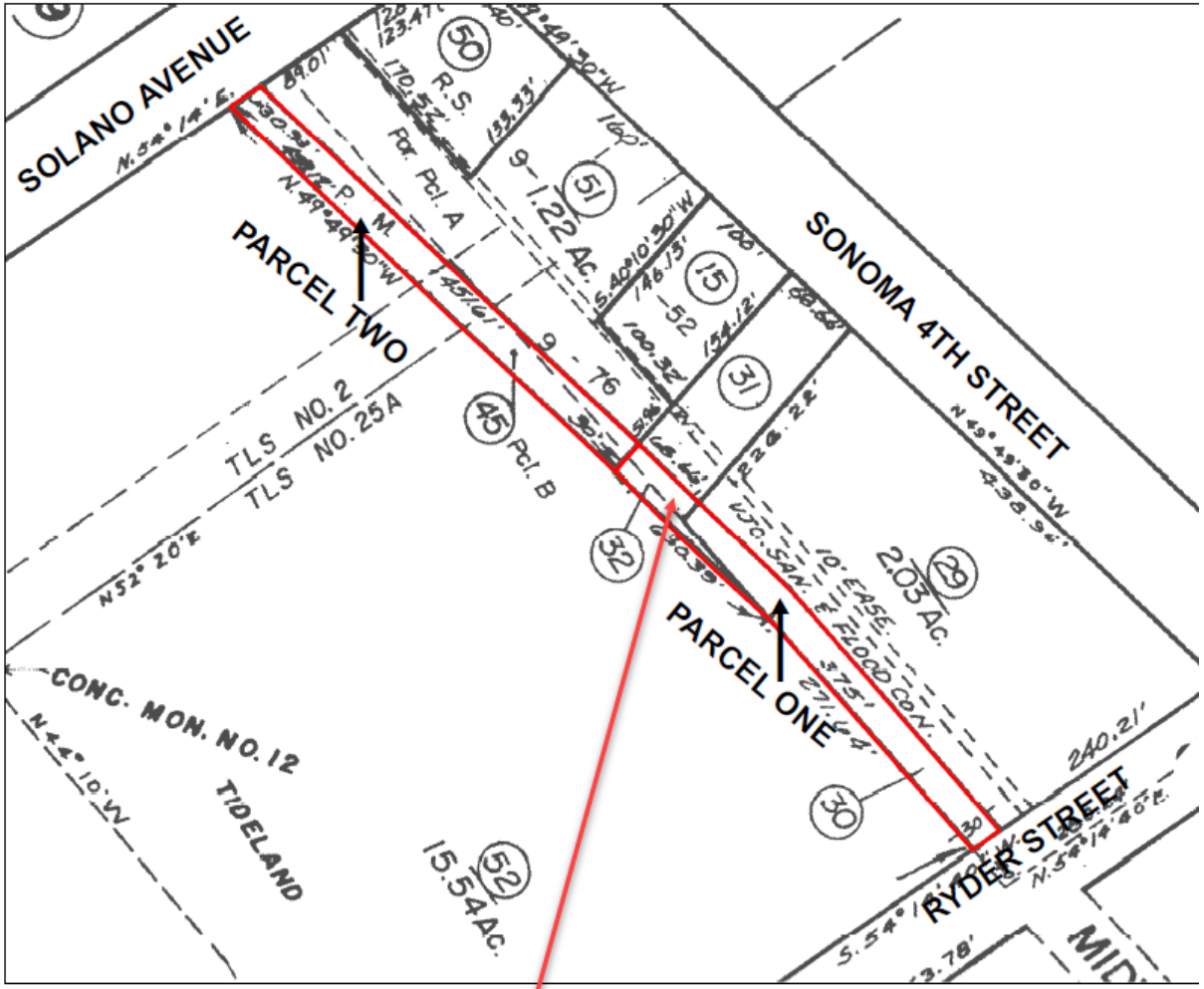
ABSENT:

ABSTAIN:

ANDREA SORCE, MAYOR

ATTEST:

DAWN G. ABRAHAMSON, CITY CLERK



Legend

- PARCEL ONE - Property In Question, Fee APN: 0058-100-300
- PARCEL TWO - Property In Question, Fee APN: 0058-100-450
- PARCEL THREE - APN: 0058-100-320 Parcel Three is located where 32 is





Commonwealth Land Title Company
4400 MacArthur Blvd., Suite 800
Newport Beach, CA 92660
Phone: (949) 724-3140

Hanson Bridgett LLP
777 S. Figueroa St, Suite 4200
Los Angeles, CA 90017

Attn: **Claire Collins**

Our File No: 92025344
Title Officer: Chris Maziar
e-mail: TeamMaziar@cltic.com
Phone: (949) 724-3170
Fax: (949) 258-5740

Your Reference No: 0058-100-300,320,450

Property Address: Not Shown, Vallejo, CA 94590

PRELIMINARY REPORT

Dated as of April 19, 2024 at 7:30 a.m.

In response to the application for a policy of title insurance referenced herein, Commonwealth Land Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitation on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

The policy(s) of title insurance to be issued hereunder will be policy(s) of **Commonwealth Land Title Insurance Company**.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

PRELIMINARY REPORT

EFFECTIVE DATE: April 19, 2024 at 7:30 a.m.

ORDER NO.: 92025344-920-CMM-CM8

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Owner's Policy (2-4-22)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

Fee Estate

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS [VESTED IN:](#)

City of Vallejo, a municipal corporation, as successor to the Redevelopment Agency of the City of Vallejo pursuant to the provisions of ABX1-26 of the Statues of 2011

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

See Exhibit A attached hereto and made a part hereof.

EXHIBIT A
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF VALLEJO, COUNTY OF SOLANO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL ONE:

IN THE CITY OF VALLEJO, COUNTY OF SOLANO, STATE OF CALIFORNIA, BEGINNING AT A POINT ON THE SOUTHWESTERLY BOUNDARY OF THE LAND DESCRIBED IN THE QUITCLAIM DEED FROM THE VALLEJO SANITATION AND FLOOD CONTROL DISTRICT TO OAKLAND TITLE INSURANCE COMPANY, RECORDED AUGUST 14, 1957 IN [BOOK 893, PAGE 489](#), INSTRUMENT NO. 13142 OF OFFICIAL RECORDS, WHICH POINT IS THE MOST SOUTHERLY CORNER OF THE LAND DESCRIBED IN THE DEED FROM HAROLD J. KEHM, ET UX., TO DOROTHY JEANNE SWOFFORD, RECORDED JANUARY 25, 1971 IN [BOOK 1664, PAGE 298](#), INSTRUMENT NO. 1387 OF OFFICIAL RECORDS; THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF SAID QUITCLAIM DEED (893 OR 489) SOUTH 49° 49' 30" EAST 171.27 FEET TO THE MOST EASTERLY CORNER OF SAID LAND DESCRIBED IN SAID QUITCLAIM DEED (893 OR 489); THENCE SOUTH 44° 20' EAST 375 FEET TO THE NORTHWESTERLY LINE OF RYDER STREET; THENCE SOUTH 35° 45' 20" EAST 40 FEET TO THE CENTER LINE OF RYDER STREET; THENCE ALONG THE CENTER LINE OF RYDER STREET, NORTH 54° 14' 40" EAST 36.37 FEET; THENCE NORTH 44° 20' WEST 318.38 FEET; THENCE NORTH 49° 49' 30" WEST 172.66 FEET TO THE SOUTHWESTERLY EXTENSION OF THE SOUTHEASTERLY BOUNDARY OF THE LAND DESCRIBED IN THE DEED FROM ARCHIE Q. SMITH, ET UX, TO CLAUDE SETTLE, ET AL, DATED SEPTEMBER 6, 1962 AND RECORDED SEPTEMBER 7, 1962 IN [BOOK 1160, PAGE 99](#), INSTRUMENT NO. 22435 OF OFFICIAL RECORDS; THENCE ALONG SAID SOUTHWESTERLY EXTENSION (1160 OR 99) SOUTH 40° 10' 30" WEST 30 FEET TO THE POINT OF BEGINNING.

[APN: 0058-100-300, 0058-100-320](#)

PARCEL TWO:

PARCEL B OF PARCEL MAP ENTITLED "PORTIONS OF LOTS 2, 3, 4, 5, AND 6 OF RECORD OF SURVEY FILED IN [BOOK 9, PAGE 52](#) OF SURVEYS", FILED JULY 17, 1975, IN [BOOK 9 OF PARCEL MAPS AT PAGE 76](#), SOLANO COUNTY RECORDS.

[APN: 0058-100-450](#)

EXHIBIT B
Section A

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented claims; (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien, or right to a lien, for services, labor or material unless such lien is shown by the Public Records at Date of Policy.

EXHIBIT B
Section B

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2024-2025.
2. There were no taxes levied for the fiscal year 2023-2024 as the property was vested in a public entity
3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
4. Any rights in favor of the public which may exist on said Land if said Land or portions thereof are or were at any time used by the public.
5. Any adverse claim based upon the assertion that said Land or any part thereof is now or at any time has been included within a navigable river, slough, or other navigable body of water.
6. Easement(s) in favor of the public over any existing roads lying within said Land.
7. A notice that said Land is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the redevelopment plan) as disclosed by a document

Recording Date: November 20, 1974
Recording No: [Book 1974, Page 50435, of Official Records](#)
Redevelopment Agency: City of Vallejo

And any amendments thereto.

PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.

END OF EXCEPTIONS

REQUIREMENTS SECTION

None

END OF REQUIREMENTS

INFORMATIONAL NOTES SECTION

1. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Commercial Property, known as Not Shown, Vallejo, CA 94590, to an Extended Coverage Loan Policy.
2. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
3. Note: The charge for a policy of title insurance, when issued through this title order, will be based on the Basic Title Insurance Rate.
4. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
5. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
6. Note: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
7. Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of a Company agent, an authorized employee of the insured lender, or by using Bancserv or other Company-approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.
8. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
9. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

**INFORMATIONAL NOTES
(Continued)**

10. Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.

END OF INFORMATIONAL NOTES

Chris Maziar/Orp

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Company

CTC – Chicago Title company
CLTC – Commonwealth Land Title Company
FNTC – Fidelity National Title Company of California
FNTCCA - Fidelity National Title Company of California
TICOR – Ticor Title Company of California
LTC – Lawyer's Title Company
SLTC – ServiceLink Title Company

Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
CTIC – Chicago Title Insurance Company

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

MILITARY DISCOUNT RATE

Upon the Company being advised in writing and prior to the closing of the transaction that an active duty, honorably separated, or retired member of the United States Military or Military Reserves or National Guard is acquiring or selling an owner occupied one-to-four family property, the selling owner or acquiring buyer, as applicable, will be entitled to a discount equal to 15% of the otherwise applicable rates such party would be charged for title insurance policies.

Minimum charge: \$425.00

The Company may require appropriate proof of eligibility from the parties to the transaction verifying they are entitled to the discount as described. No other discounts or special rates, or combination of discounts or special rates, shall be applicable.

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Effective December 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates’, and others’ products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above-described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the “California Privacy” link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada’s telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquies@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF’s headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the “Service Websites”). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender’s privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with

Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent to this Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990 (11-09-18)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE OWNER'S POLICY (02-04-22)

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:

- a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
 6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (07-01-2021)

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, or regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;

- d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
 - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.
 Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
 5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 30.
 7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
 9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.
 10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.
 This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

Our Maximum Dollar

	<u>Your Deductible Amount</u>	<u>Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

ALTA OWNER'S POLICY (07-01-2021)

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

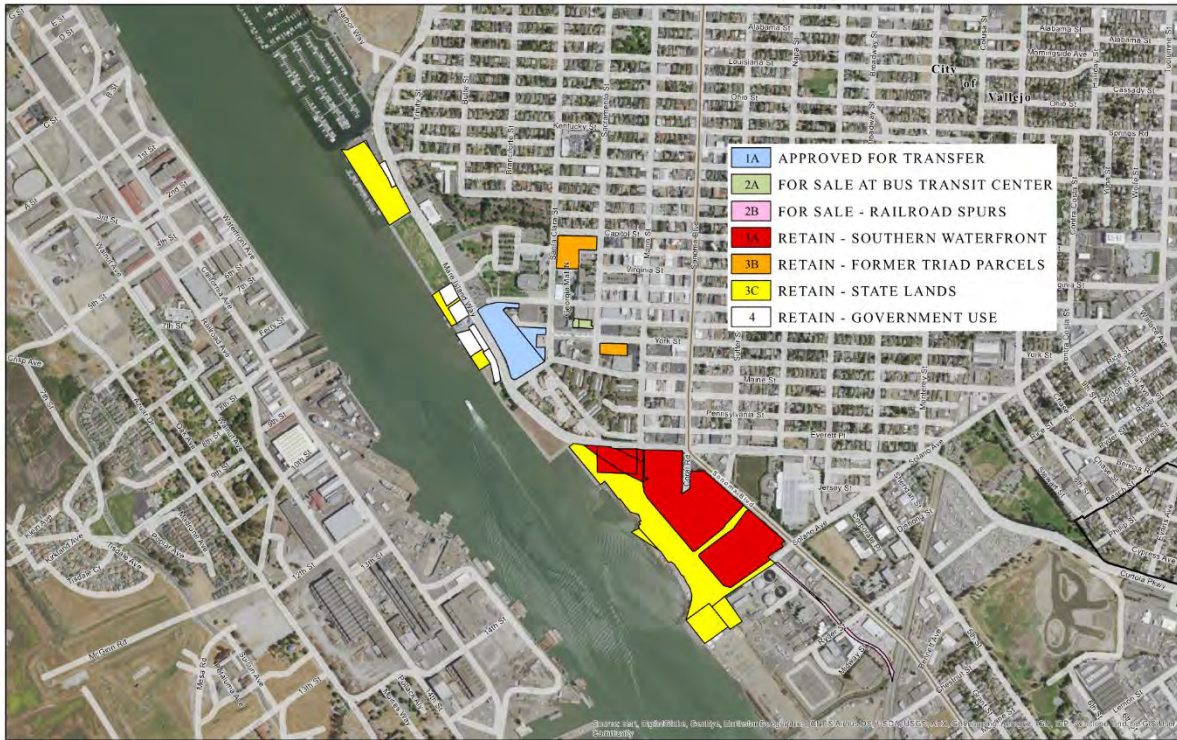
EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

**FINAL REVISED LONG RANGE PROPERTY MANAGEMENT PLAN (LRPMP):
FORMER REDEVELOPMENT AGENCY-OWNED PROPERTIES
CITY OF VALLEJO, CALIFORNIA
December 30, 2015**



Approved by Successor Agency to the former Vallejo Redevelopment Agency on June 23, 2015, Resolution No. 15-005 and Oversight Board of the Successor Agency on June 25, 2015, Resolution No. 15-003

Submitted to California State Department of Finance for review on July 1, 2015

Revised in December 2015 to address comment from the State Department of Finance received on November 25, 2015

Revised plan approved by the Oversight Board of the Successor Agency on December 17, 2015, Resolution No. 15-008

Revised plan approved by the State Department of Finance on December 30, 2015

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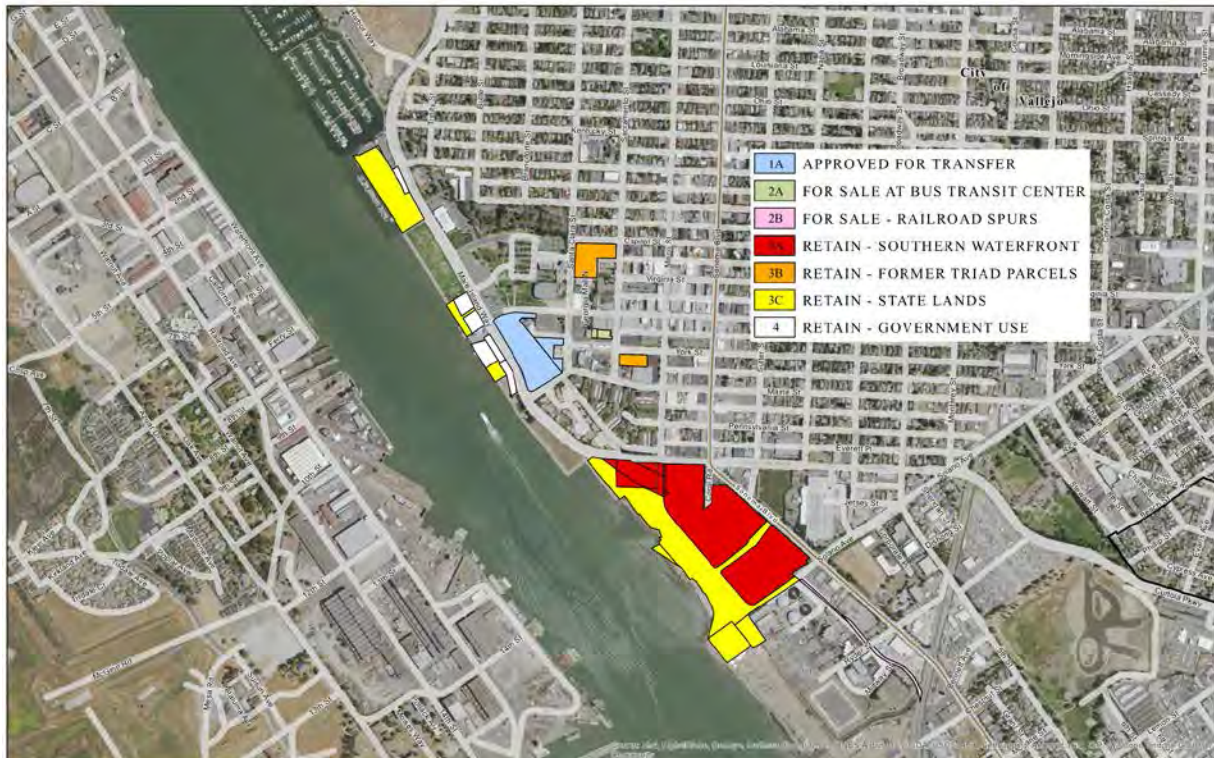
**Executive Summary of the
City of Vallejo Long Range Property Management Plan for
Former Redevelopment Agency Properties
December 30, 2015**

California Health & Safety Code Section 34191.5 directs successor agencies that receive a finding of completion from the State Department of Finance (“DOF”) to prepare a Long Range Property Management Plan (“LRPMP”) addressing the disposition and use of the real properties of the former redevelopment agency. The LRPMP (Attachment 1) is the result of significant research and compilation of data in order to meet the specific requirements of the legislation and to provide a specific recommendation on the disposition of a variety of properties.

State law requires that the LRPMP include a detailed inventory of all former Redevelopment Agency owned properties, and that each property be placed into one of four categories:

1. Use of property to fulfill an enforceable obligation
2. Available for sale
3. Retention for future development
4. Retention for government use

The thirty-seven (37) parcels were placed into the four disposition categories and are summarized below. The map below presents the overview of the plan for these properties. The full LRPMP provides the background on each parcel.



Fourteen (14) properties have been determined to be Public Trust lands that must be retained by the City. Public Trust lands are properties that are or were at one time tidelands, submerged lands or lands lying under inland navigable waters. Land that can be documented at one time to have been one of these types of property (and subsequently filled) may also be considered Public Trust lands. Public Trust lands are subject to certain use limitations and cannot be sold to private parties. Such properties can be leased to private parties for public trust purposes, but for no longer than 66 years. The Successor Agency proposed that the Public Trust lands be viewed as an enforceable obligation and proposed in the LRPMP to transfer to the City in support of that obligation. DOF has not recognized the Public Trust lands as an enforceable obligation in the context of redevelopment dissolution law. The primary change in the December 2015 revision of the LRPMP is to assign certain of the public trust lands to the category of Retain for Future Development or Retain for Government Use as directed by the DOF.

Category 1 - Properties Used to Fulfill Enforceable Obligations

There are two properties to be used by the City to fulfill enforceable obligations. The existing Vallejo Station Garage occupies two (2) properties that were initially denied transfer by DOF but approved for transfer by the State Controller’s Office in November 2014. They have been retained in the LRPMP to allow DOF to now approve the transfer.

1. Properties Used to Fulfill Enforceable Obligations (Vallejo Station and Public Trust Parcels)				
Property	APN	Acres	Location	Current Use
1	0055 170 360	.77	Vallejo Station, Mare Island Way	Ferry Parking
2	0055 170 520	5.14	Vallejo Station, Mare Island Way	Ferry Parking

Category 2 - Properties Available for Sale

A total of six (6) properties will be available for sale pursuant to the Disposition Plan section of the LRPMP. The properties available for sale include:

- Two (2) properties adjacent to the Vallejo Bus Transit Center and behind privately-owned Georgia Street buildings near Sacramento and York Streets.
- Four (4) properties that were rights-of-way for existing railroad spurs near the water treatment plant in South Vallejo. The railroad spur properties have little or no development value and one possible disposition strategy will be to offer them to the adjoining property owners.

2. Properties Available for Sale				
Property	APN	Acres	Location	Current Use
14	0055 170 220	.12	South of Georgia St and West of Sacramento	Pedestrian Plaza next to Vallejo Bus Transit
15	0055 170 530	.25	South of Georgia St and West of Sacramento	Parking Lot next to Vallejo Bus Transit
18	0058 100 300	.23	Between Solano Ave and Ryder St by Water Treatment Facility	Railroad Spur

19	0058 100 320	.07	Between Solano Ave and Ryder St by Water Treatment Facility	Railroad Spur
20	0058 100 450	.30	Between Solano Ave and Ryder St by Water Treatment Facility	Railroad Spur
21	0058 100 130	.45	Between Ryder St and Southern Pacific RR	Railroad Spur

Category 3 - Properties to be Retained by the City for Future Development

A total of eighteen (18) properties are recommended to be retained by the City to facilitate development consistent with the City’s and former Redevelopment Agency’s plans and redevelopment objectives. Two (2) of these properties are positioned in the heart of the downtown and one is identified in the Downtown Plan as a “catalyst site” for Downtown revitalization. With their close proximity to the Vallejo Transit and Ferry Terminal, these sites are prime opportunities for transit-oriented development. The City would need to retain the properties until it can enter into a new disposition and development agreement with a qualified developer.

Nine (9) properties located in the Southern Waterfront area planned for moderate density residential development on much of the property, and commercial/light industrial development on the remainder. Through an agreement with the City, PG&E has assumed remediation of many of the properties, and staff is evaluating options for funding additional remediation on other parcels.

Seven (7) of the Public Trust properties along the Mare Island Strait are to be transferred to the City for future development. Development of these sites is constrained by the requirements of the Public Trust and the sites cannot be sold unless there is a future action by the State Lands Commission to terminate the Public Trust on the sites. Several are subject to long term existing leases which further constrain the use.

3. Properties Retained by the City for Future Development				
Property	APN	Acres	Location	Current Use
4	0055 160 410	5.23	Mare Island Way @ Capitol	Yacht Club
7	0055 170 020	.70	Mare Island Way @ Georgia	Short-Term Parking & Restaurant
11	0055 170 400	.49	Mare Island Way, south of Ferry Landing	Marina Dental office
13	0058 090 370	1.25	Solano Ave at Mare Island Strait	Leased to Kiewit
16	0055 160 170	2.31	Santa Clara and Capitol, adjacent to Marina Tower	Parking
17	0055 170 280	.74	Corner of York and Sacramento	Parking
22	0058 090 260	.17	So. Waterfront -Mare Island Way by former Brinkman’s	Public sidewalk and right of way
23	0058 090 270	.59	So. Waterfront - Mare Island Way near boat launch	Parking
24	0058 090 280	1.78	So. Waterfront - Mare Island Way near boat launch	Parking
25	0058 090 290	.23	So. Waterfront - Mare Island Way near boat launch	Parking

26	0058 090 300	.15	So. Waterfront - Mare Island Way near boat launch	Parking/Storage lockers
27	0058 090 310	.36	So. Waterfront - Mare Island Way near boat launch	Parking/Storage lockers
28	0058 090 320	.09	So. Waterfront - Off Curtola Parkway @ Maine St	Vacant
29	0058 090 330	13.88	So. Waterfront - Curtola and Sonoma Blvd (Big Bay Storage)	Vacant
30	0058 090 340	8.70	So. Waterfront – Sonoma Blvd and Solano Ave	Leased to First Capitol Auction & Humane Society
31	0055 090 350	14.05	Waterfront from Mare Island Way to Solano Ave	Parking, open space, public access boat launch
32	0058 090 360	0.37	So. Waterfront shoreline	Submerged lands
33	0058 090 380	2.22	Solano Ave at Mare Island Strait	Leased to Kiewit

Category 4 - Properties to be Retained for Government Use

A total of eleven (11) parcels are proposed to be transferred to City to be retained for governmental use. Dissolution law was changed in September 2015 to allow public parking lots to be transferred to the City for governmental use. Six (6) of the Public Trust properties have been identified as public parking and are to be transferred to the City for Government Use. Property #10 is used for public access to the waterfront and the San Francisco Bay Area Water Emergency Transportation Authority (WETA) ferry landing, which are also government uses.

In February 2015, DOF directed that the four housing parcels be placed on the LRPMP and transferred to the City under government use as affordable housing. These properties were previously approved for transfer to the Housing Authority by the Successor Agency and Oversight Board in May 2014. DOF recommended they be put on the LRPMP and transferred to the City first. These four properties will likely be further conveyed by City to the Vallejo Housing Authority.

4. Properties Retained for Government Use				
Property	APN	Acres	Location	Current Use
3	0055 160 360	.26	Mare Island Way @ Capitol	Yacht Club parking
5	0055 160 420	.28	Mare Island Way @ Capitol	Yacht Club parking
6	0055 170 010	.61	Mare Island Way @ Georgia	Short-Term Parking
8	0055 170 030	.60	Mare Island Way @ Georgia	Short-Term Parking
9	0055 170 050	.80	Ferry Landing, Mare Island Way	Ferry Basin and Dock
10	0055 170 060	.39	Ferry Landing, Mare Island Way	Public Sidewalk & Ferry Plaza
12	0055 170 080	.53	Mare Island Way, south of Ferry Landing	Marina Dental parking
34	0072 044 100	NA	Confidential	Leased to Safequest – Shelter
35	0055 072 100	NA	Confidential	Leased to Bi Bett – Recovery Program

36	0055 074 040	NA	Confidential	Leased to Bi Bett – Recovery Program
37	0058 022 040	NA	Confidential	Leased to Bi Bett – Recovery Program

Disposition Plan Section

The LRPMP includes a section that outlines the disposition process for each Successor Agency property. Activities under the Disposition Plan include pre-development work to position for-sale properties to realize their full market potential; marketing and outreach; and negotiation of sale contract terms and price, subject to final approval by the Successor Agency and Oversight Board.

Once sold, the properties could potentially be privately developed for uses consistent with the City of Vallejo General Plan, zoning ordinance, Downtown Specific Plan development guidelines and Vallejo Waterfront Planned Development Master Plan. The LRPMP designates properties to be retained by the City for future development in accordance with redevelopment plan objectives. Prior to sale to a third party developer, the City will enter into “compensation agreements” with each of the taxing entities that share in property tax increment revenue of the Successor Agency. The LRPMP commits the City to doing so, if and to the extent required by applicable law.

**City of Vallejo Long Range Property Management Plan for
Former Redevelopment Agency Properties
December 30, 2015**

A. BACKGROUND

This Long Range Property Management Plan (“LRPMP”) of the Successor Agency to the City of Vallejo’s Redevelopment Agency (“Successor Agency”), has been prepared pursuant to California Health and Safety Code 34191.4(a) and 34191.5 (a). It sets forth the Successor Agency’s strategy for the disposition of its real property assets as required by ABx1-26 which dissolved all California Redevelopment Agencies, and AB 1484 which made technical adjustments to ABx1-26 (collectively, the “Dissolution Act”).

The City of Vallejo’s Redevelopment Agency (“Redevelopment Agency”), along with all other redevelopment agencies in the State of California, was dissolved on February 1, 2012 by ABx1-26 enacted by the legislature in late June 2011. The legislation established a Successor Agency to administer the wind-down of the former Redevelopment Agency’s assets. The Successor Agency Board is composed of the members of the City Council. Also pursuant to the legislation, an Oversight Board was established to monitor and approve the Successor’s Agency’s efforts. The Oversight Board includes representatives of the taxing entities that share in property tax increment revenue generated in the former Project Areas of the Redevelopment Agency. Lastly, the legislation provides the State Department of Finance (“DOF”) with the ultimate authority to approve most of the actions of the Successor Agency and Oversight Board.

AB 1484 (enacted June 27, 2012) made technical and substantive amendments to the Dissolution Act. Among those changes was a modification in how a successor agency could address the real property assets of the former Redevelopment Agency. Whereas under ABx1-26, successor agencies were expected to expeditiously dispose of former redevelopment agency property and make the proceeds available to taxing agencies, under AB 1484, as codified in Health and Safety Code section 34191.4(a) and 34191.5 (a), the Successor Agency must prepare a Long Range Property Management plan that sets forth a strategy for the appropriate retention and disposition of real property assets. A LRPMP is to be completed within six months of the Successor Agency receiving a “Finding of Completion” indicating that it has complied with the requirement for addressing non-real property assets and other procedural requirements. On October 16, 2013 (Attachment B-1), the Department of Finance provided a Finding of Completion notice to the Successor Agency triggering the six-month preparation time frame for this LRPMP.

On September 22, 2015, SB 107 was enacted by the State changing aspects of dissolution law. Three changes are relevant to this LRPMP:

1. LRPMPs must be approved by the DOF before January 1, 2016. DOF approval of an LRPMP constitutes the DOF approval of actions necessary to implement the LRPMP by the Successor Agency as approved by its Oversight Board.
2. Public Parking lots can be transferred as a governmental use from the Successor Agency to the City.
3. Certain costs related to preparing properties for development are no longer allowed to be paid from tax increment revenue flowing through the Successor Agency.

In May 2014, the Successor Agency, City Council and Oversight Board approved an initial proposed LRPMP and forwarded it to DOF for its review. DOF provided direction on revisions to the initial LRPMP that have been incorporated into this LRPMP. The revisions included the addition of one new Public Trust Land parcel, acknowledgment that the two Vallejo Station Parking Garage structures have been approved

for transfer by the State Controller's Office, incorporation of the book value into the LRPMP Matrix, and other minor technical changes. At the same time these changes were made, the category of the Southern Waterfront was changed from "available for sale" to "retention for future development" to ensure the completion of the remediation work and implementation of a high quality development plan for the 43 acre site. The LRPMP addressing these changes was approved by Successor Agency to the former Vallejo Redevelopment Agency on June 23, 2015, Resolution No. 15-005 and Oversight Board of the Successor Agency on June 25, 2015, Resolution No. 15-003. Note that the Successor Agency approval also authorized the staff to make any changes required by the DOF to secure an approved LRPMP.

On November 25, 2015, DOF denied the City's designation that the fourteen (14) Public Trust properties be used by the City to fulfill an enforceable obligation and directed the Successor Agency to revise the LRPMP to change the disposition recommendation.

B. OVERVIEW OF PROPOSED REAL PROPERTY RETENTION AND DISPOSITION

Health & Safety Code Section 31419.5 provides that successor agencies receiving a Finding of Completion shall prepare a LRPMP. The LRPMP shall include an inventory of the successor agency's real property, including information as to its current use, permitted use (zoning), intended use, encumbrances, environmental constraints, and estimated value. The property information matrix attached as Attachment A includes all available information with respect to each property which information is further discussed in Section IV of this plan. Per the Dissolution Act, the LRPMP shall place each of the successor agency-owned real property assets into one of the following categories:

1. Use of property to fulfill an enforceable obligation
2. Available for sale
3. Retention for future development
4. Retention for government use

The Successor Agency through this LRPMP identifies thirty-seven (37) properties as follows:

1. Two (2) properties to be used by the City to fulfill enforceable obligations.
 2. Six (6) properties to be made available for sale by the Successor Agency.
 3. Eighteen (18) properties to be retained by the City for future development consistent with the redevelopment plan.
 4. Four (4) properties to be retained by the City for government use as public assets allowing the continued operations of shelter and recovery programs and seven (7) Public Trust properties retained for government use as public parking lots.
1. Properties Used to Fulfill Enforceable Obligations: In November 2014, the State Controller's Office (SCO) approved the transfer of two (2) properties that are the Vallejo Station Parking Garage that were originally transferred to the City of Vallejo in 2011 pursuant to the Waterfront DDA. The SCO's report is provided as Attachment B-2 and the recorded grant deeds transferring the parcels are provided as Attachment B-3. These two properties are subject to the City of Vallejo – WETA Transfer Agreement for the construction and operation of a 1,200 space garage for ferry and transit public parking.
 2. Properties For Sale: Two (2) properties adjacent to the Vallejo Transit Terminal and Vallejo Station Parking Garage would be available for sale. An additional four (4) properties that were former rail spurs would be available for sale.

3. Properties Retained by the City for Future Development: This LRPMP identifies eighteen (18) properties to be transferred to the City for future development in accordance with the redevelopment plan of the former Redevelopment Agency. Nine (9) properties in the Southern Waterfront are designated “retention for future development”. The Southern Waterfront properties were originally subject to a Waterfront DDA and a Vallejo Planned Waterfront Master Plan (“PDMP”) which outlines a mixed used development program for this key property along the Vallejo waterfront including residential, commercial/industrial, and public infrastructure, park and open space. A detailed “scope of development” for the Southern Waterfront was included as Attachment No. 4 to the 3rd Amendment to the Waterfront DDA in 2007. Additionally, the Waterfront DDA had an adopted master plan for these properties to guide future development that would maximize their future value and a coordinated development plan. On December 16, 2013, the Oversight Board approved an amendment to the Waterfront DDA that removed these properties from the DDA (Attachment B-5). The DOF approved the Amended Waterfront DDA on January 29, 2014 (Attachments B-6 and B-7), thereby making them available for disposition to the City. These properties are subject to a PG&E Remediation Agreement that will delay the immediate sale of the properties. The intent is for these properties to be transferred by the Successor Agency to the City and, upon completion of remediation, for the City to subsequently enter into disposition and development agreement(s) with one or more qualified developers to ensure a high quality development plan for the entire site.

Two (2) properties were subject to the former Triad Disposition and Development Agreement (DDA) which was terminated by the Agency and became the subject of litigation with Triad. At its meeting of January 31, 2014, the Oversight Board approved a Settlement Agreement which released these properties from the Triad DDA obligation (Attachment B-8). DOF approved this action by letter dated March 28, 2014 (Attachment B-11). One of these properties proposed for retention by the City has a lease that is an enforceable obligation (Attachment B-9), as described further in Section C.3 below. 1.

Seven (7) properties that are Public Trust Lands would be transferred to the City as their designated trustee. Several Public Trust properties proposed for transfer to the City also have leases or agreements (Attachment B-4) that would be considered enforceable obligations as described further below.

4. Properties Retained by the City for Government Use: The Department of Finance directed the Successor Agency to add four (4) affordable housing properties to the LRPMP. In May 2014 both the Successor Agency and Oversight Board approved the transfer of four properties used as a homeless shelter and recovery program affordable housing to the Housing Authority. These properties were originally purchased using low and moderate income housing funds. DOF directed that these properties should be added to the LRPMP. These properties will be transferred to the City of Vallejo for government use for affordable housing. It is anticipated that the City would transfer these properties to the Housing Authority which is better positioned to ensure their long term use for affordable housing. Seven (7) of Public Trust properties have been identified as public parking and are to be transferred to the City for Government Use.

** Properties Previously Approved for Transfer by DOF: Various properties have been previously approved by DOF for transfer to the City. Those previously approved transfers include the following:*

- a. *Transfer of twelve (12) governmental use properties by the Successor Agency to the City pursuant to Successor Agency Resolution No. 13-003 and Oversight Board Resolution No. 13-2 to which DOF consented in a letter dated July 15, 2013. Copies of the Successor Agency and Oversight Board resolutions, and the DOF letter, are attached hereto as Attachment B-10. (Although the Oversight Board resolution refers to thirteen properties, upon further investigation staff determined the Redevelopment Agency never held title to one of those properties. The Successor*

Agency resolution correctly refers only to twelve properties.)

- b. Transfer of two (2) parcels comprising the central waterfront properties (APN 0055 160 600 and APN 0055 160 610; also known as “Parcel J”) that are the subject of the Fourth Amended Waterfront DDA discussed below, which parcels were approved for transfer by the Successor Agency to the City by Successor Agency Resolution No. 13-005 and Oversight Board Resolution No. 13-9, and which DOF approved by letter dated January 29, 2014. Documentation can be found in Attachments B-6, B-7 and B-12. These parcels have now been transferred to the City of Vallejo and the grant deeds recorded with Solano County on March 6, 2015.

C. DESCRIPTION OF INTENDED PROPERTY RETENTION AND DISPOSITION

Exhibit A, on the next page, shows the location of all properties subject to the LRPMP except for the four housing asset properties. More detailed site maps for the properties are found in the Exhibits Section under Attachment C to the LRPMP and the description below will refer to those specific Exhibits.

Exhibit A – Properties Overview Map



1. Properties Used to Fulfill Enforceable Obligations

As noted above, several parcels of former Redevelopment Agency land have already been approved by DOF for transfer to the City and have been transferred, including parks and open space, and the parcels comprising the Central Waterfront - Parcel J site. This LRPMP addresses another type of parcels subject to enforceable obligations: parcels used for regional ferry parking. In 2013, DOF directed that the transfer of Property #1 and #2 to the City of Vallejo in 2011 be reversed and such properties returned to the Successor Agency because they had been transferred after the dissolution of Redevelopment. However, in November 2014, after the drafting and review of the LRPMP, the SCO issued a Finding and Order approving the transfer of these properties to the City of Vallejo. We have retained these two properties in

the LRPMP to allow DOF to confirm the SCO's approval of the transfer of these two parcels to the City to fulfill enforceable obligations.

Table 1A – Two (2) Properties Obligated for Regional Transit Agency Parking

Property #	APN	Location/Description	Current Use	Lot Acres
1	0055 170 360	Vallejo Station, Mare Island Way	Regional Ferry Parking Garage	.77
2	0055 170 520	Vallejo Station, Mare Island Way	Regional Ferry Parking Garage	5.14

A site map depicting the above properties is provided in Attachment C – Exhibit B. Under the terms of the Waterfront DDA, the Redevelopment Agency was required to transfer the two properties noted in Table 1A (APN 0055-170-520 and APN 0055-170-360) to the City of Vallejo for construction of the Vallejo Station Parking Garage. These parcels were transferred to the City of Vallejo in September 2011.

2. Properties Available for Sale

Table 2A – Two (2) Properties for Sale ~ Adjacent to Bus Transit Center

Property #	APN	Location/Description	Current Use	Acres
14	0055 170 220	South of Georgia St and West of Sacramento	Pedestrian Plaza-adjacent to parking lot and transit terminal	.12
15	0055 170 530	South of Georgia St and West of Sacramento	Parking Lot adjacent to transit terminal	.25

These properties above are depicted in the site map provided in Attachment C - Exhibit I. The LRPMP proposes that the above two properties (#14 and #15) located adjacent to the Vallejo Bus Transit Center currently used as a public plaza and parking lot be prepared for sale. There are no enforceable obligations or other agreements that would delay the sale of these parcels. The proposed Disposition Plan objective is to sell these properties for private development consistent with the existing City of Vallejo General Plan, Downtown Specific Plan, and zoning ordinance land use designations.

Table 2B – Four (4) Properties for Sale – Railroad Spurs

Property #	APN	Location/Description	Current Use	Acres
18	0058 100 300	Between Solano Ave and Ryder Street by Water Treatment Facility	Railroad Spur	.23
19	0058 100 320	Between Solano Ave and Ryder Street by Water Treatment Facility	Railroad Spur	.07
20	0058 100 450	Between Solano Ave and Ryder Street by Water Treatment Facility	Railroad Spur	.30
21	0048 100 130	Between Ryder St and Southern Pacific RR	Railroad Spur	.45

These properties above are depicted in the site maps provided in Attachment C - Exhibits L and M. These four properties (#18, #19, #20 and #21) were acquired in 1988 when the former Redevelopment Agency purchased properties from Kaiser Steel as part of a bankruptcy settlement. The Corporation Grant

Deed outlining the transfer of these properties is provided as Attachment B-5. The former Redevelopment Agency acquired a fee interest in 11 properties along with leasehold interests in 2 properties that Kaiser Steel had leased from the City of Vallejo.

The four railroad spur properties have suspected hazardous materials contamination and limited development potential because of their size and configuration. These parcels may have a negative value until such time as their hazardous materials contamination is known and a determination is made regarding the interest of adjacent property owners in acquiring the properties. Further investigation of these properties and their market potential is needed before these properties can be readied for sale, and the Disposition Plan envisions such further investigations. The only likely sale is to the adjacent property owner for incorporation into its properties.

3. Properties to be Retained by the City for Future Development

Three sets of properties are proposed to be transferred to the City and held for development. The first are nine Southern Waterfront properties and the second are two downtown properties. Both the Waterfront and Downtown were the subject of prior redevelopment plans. The third set of properties are Public Trust properties that are not currently used for parking and several of which are subject to long-term leases

Table 3A – Nine (9) Properties to be Retained ~ Southern Waterfront

Property #	APN	Location/Description	Current Use	Acres
22	0058 090 260	So. Waterfront – Mare Island Way by former Brinkman’s	Public Sidewalk and Right of Way	.17
23	0058 090 270	So. Waterfront – Mare Island Way near boat launch	Parking lot for Vallejo Launching Facility	.59
24	0058 090 280	So. Waterfront – Mare Island Way near boat launch	Parking lot for Vallejo Launching Facility	1.78
25	0058 090 290	So. Waterfront – Mare Island Way near boat launch	Public Sidewalk and Right of Way	.23
26	0058 090 300	So. Waterfront – Mare Island Way near boat launch	Parking Lot for Vallejo Launching Facility	.15
27	0058 090 310	So. Waterfront – Mare Island Way near boat launch	Parking lot for Vallejo Launching Facility	.36
28	0058 090 320	So. Waterfront – Off Curtola Parkway @ Maine St.	Vacant	.09
29	0058 090 330	So. Waterfront – Curtola and Sonoma Blvd	Includes vacant site of former manufactured gas plant	13.88
30	0058 090 340	So. Waterfront – Sonoma Blvd and Solano Ave	Leased to First Capitol Auction and Benicia-Vallejo Humane Society	8.70

Site maps depicting the above properties are provided in Attachment C - Exhibits N, O and P. The nine properties above encompass a great portion of an area referred to as the “Southern Waterfront Area”. They were acquired by the Redevelopment Agency in the same Kaiser Steel bankruptcy purchase mentioned earlier regarding the four rail spur properties. These nine properties have had several lot splits and lot mergers over the years to position them for future development.

Many of these properties have toxic contamination issues that prevent them from being placed on the market

for sale immediately. A portion of the Southern Waterfront properties (Property #30 and a portion of Public Trust property #31), comprising 17 acres has undergone a toxics remediation program. A March 25, 2010 Target Site Investigation Study prepared for the Environmental Protection Agency determined that there was no contamination across the site above screening level but that remaining “hot spots of arsenic” require further investigation and possible remediation before development can occur. The Department of Toxic Substances Control (“DTSC”) approved this report.

The remaining 26 acres of the Southern Waterfront property (Properties #22 - #29 and that portion of Public Trust Property #31 not included within the 17-acre site discussed above) are currently the subject of an environmental investigation. From 1872 to 1930, a manufactured gas plant was operated on the site. The history of site uses also includes landfilling, boat storage and maintenance, boat fueling and launching, ammunition depot barracks, auto junkyard, marine fabrication yard and creosote wood treatment area. Significant hazardous materials are located on this 26-acre site once owned by PG&E which has taken responsibility for cleanup of the site and as of April 2013, an environmental investigation and cleanup analysis was being conducted. DTSC will provide oversight of this work and will approve a future remediation plan. In January 2015, DTSC approved the Vallejo MGP Site Characterization Report that defines the extent of historic residues in soil, soil gas, and groundwater. It is anticipated that DTSC will approve the Remedial Action Plan in 2016 and that site cleanup will begin in 2017 and be completed in 2019. The 26-acre site will not be available for sale or development until the remediation program has been implemented.

The LRPMP disposition plan for this 43-acre site is for it to be transferred to the City of Vallejo for future development at such time as it is remediated and can be sold for development consistent with applicable zoning and land use plans for the site. The original Waterfront DDA and the Vallejo Planned Waterfront Master Plan (“PDMP”) contemplate a mixed used development program for this key property along the Vallejo waterfront including residential, commercial/industrial, and public infrastructure, park and open space. A detailed “scope of development” for the Southern Waterfront was included as Attachment No. 4 to the 3rd Amendment to the Waterfront DDA in 2007. The intent would be for the City to enter into a Disposition and Development Agreement with a qualified developer to ensure the quality of the ultimate development plan for the entire site.

Table 3B – Two (2) Properties to be Retained ~ Former Triad DDA

Property #	APN	Location/Description	Current Use	Acres
16	0055 160 170	Santa Clara and Capitol, adjacent to Marina Tower	Tower Parking Lot, 99 spaces	2.31
17	0055 170 280	Corner of York and Sacramento	Parking Lot, 81 spaces	.74

These two properties are depicted on the site maps provided in Attachment C - Exhibits J and K.

The LRPMP proposes that these two properties be retained by the City for future development consistent with the Redevelopment Plan of the former Redevelopment Agency. These two properties are critical to the City and former Redevelopment Agency’s long established plans to revitalize the City’s downtown area with transit oriented development. To further this objective, the City adopted a Downtown Specific Plan that encourages urban scale residential and mixed-use developments within a pedestrian and transit-oriented walkable downtown. The Downtown Specific Plan originally envisioned a fifteen to twenty year build out which included up to 2,283 residential units, and 591,700 square feet of commercial development and significant infrastructure investment. A series of Catalyst and Opportunity sites were identified as the most likely sites for redevelopment. The Downtown Specific Plan was complemented in 2007 by the Vallejo

Waterfront Planned Development Master Plan (“PDMP”). It too called for mixed-use development and redevelopment of the waterfront and a portion of historic downtown. The Waterfront Master Plan included residential, commercial and open space and public improvements related to circulation and access along the waterfront and the City of Vallejo ferry service to San Francisco.

The latest Redevelopment Agency Implementation Plan, 2009-2014 was largely oriented toward implementing the Waterfront and Downtown Plans. Its objectives included:

1. Re-planning and redesigning, and development of areas that are stagnant or improperly utilized. Strengthening of retail and other commercial functions.
2. Strengthening of the economic base and the community by the installation of needed site improvements to attract and stimulate private investment, including expansion of residential, commercial, and light industrial uses, and social and economic growth, and consequently increase the tax yields to the community.
3. Providing adequate land for parking and open spaces.
4. Promoting increased cultural, social and recreational opportunities for the citizens of the community.
5. Establishing performance criteria to assure high site design standards and environmental quality and other design elements that provide unity and integrity to all the Merged Projects.

To implement the former Redevelopment Agency’s and City’s objectives for the Downtown Specific Plan area, the Redevelopment Agency entered into a Disposition and Development Agreement with Triad Development Company in 2007 (“Triad DDA”). Under the Triad DDA, Triad was given development rights to several parcels in Downtown, including two held by the Agency (Properties #16 and #17). In 2009, as a result of Triad’s non-performance of its obligations under the Triad DDA, the Triad DDA was terminated by the Agency. On February 23, 2011, Triad brought an action entitled Triad Downtown Vallejo, LLC v. City of Vallejo, et.al. Case No. FCS037433 filed in the Solano County Superior Court (Action) against the former Redevelopment Agency and the City alleging that the Redevelopment Agency breached the Triad DDA and that the City breached the Development Agreement between City and Triad. Triad, City and the Successor Agency reached a Settlement Agreement related to this action. The Successor Agency and City Council in a joint session on January 14, 2014 approved the Settlement Agreement. The Oversight Board approved the Settlement Agreement on January 16, 2014 by Resolution No. 14 – 1 (Attachment B-8). DOF approved the Settlement Agreement terms in a letter dated March 28, 2014 (Attachment B-11). The settlement freed two critical parcels of land from the potential enforceable obligations associated with the Triad DDA that was the subject of the litigation. It also allowed the City and Successor Agency to explore new opportunities for maximizing the value of these properties for transit-oriented development with another development partner.

The Successor Agency and the City of Vallejo intend to uphold the objectives and redevelopment vision outlined in the original Redevelopment Plan and merged project areas, the Five Year Implementation Plan 2009-2014, the Downtown Specific Plan and the PDPM during the implementation of the LRPMP. Properties #16 and #17 were identified as catalyst sites for development in the Downtown Specific Plan. These sites are within two blocks of the Vallejo Bus Transit Center, and three blocks of the Vallejo Ferry Terminal, and would be suitable for transit-oriented development. With the recent significant improvements in the housing and commercial development markets in the Bay Area, the underlying assumptions that led Triad and other developers to pursue development in downtown Vallejo are once again applicable. In order to ensure that development occurs consistent with the City and former Redevelopment Agency’s long-held plans for the area, the LRPMP calls for the retention of properties #16 and #17 by the City. Future development of these properties with higher intensity residential and commercial uses through

a disposition and development agreement will lead to greater property tax increment revenue to the taxing entities over the long term than an immediate sale to a buyer without an agreement in place to develop them.

Property #17 has no known encumbrances and is currently used for public parking. However, it should be noted that property #16 is encumbered by an existing lease agreement with the owners of the Marina Tower apartment complex related to the provision of parking. A lease for 45 parking spaces to serve the 155 unit affordable housing complex was executed (Attachment B-9) in 1995 and runs until August 31, 2060 or as long as the Marina Tower is an affordable housing complex. Property #16 will be sold for development subject to the lease encumbrance requiring provision of these 45 parking spaces unless other arrangements are made. Both properties will continue to be used as public parking to benefit the downtown business district until such time as redevelopment opportunities are in place.

Table 3C– Seven (7) Properties to be Retained -- Public Trust Lands

Property #	APN	Location/Description	Current Use	Acres
4	0055 160 410	Mare Island Way @ Capitol	Vallejo Yacht Club	5.23
7	0055 170 020	Mare Island Way @ Georgia	Restaurant and short-term parking for Waterfront, portion of 108 spaces (lease to 2066)	0.70
11	0055 170 400	Mare Island Way, south of Ferry Landing	Marina Dental next to Ferry Landing Area (lease to 2024)	0.49
13	0058 170 370	Solano Ave at Mare Island Strait	Leased to Kiewit to 2050	1.25
31	0058 090 350	Waterfront From Mare Island Way to Solano	Former Waterfront DDA parcel includes public parking for boat launch and vacant unimproved waterfront	14.05
32	0058 090 360	Southern Waterfront shoreline	Public Sidewalk and Right of Way	0.37
33	0058 090 380	Solano Ave at Mare Island Strait	Leased to Kiewit to 2050	2.22

The various public trust properties above are depicted in the site maps provided in Attachment C - Exhibits C, D, F, G, and P.

The LRPMP provides that the properties listed above be retained by the City because they are Public Trust lands granted to the City for stewardship by the State of California under the supervision of the State Lands Commission. Public Trust lands are properties that are, or were at one time, tidelands, submerged lands or lands lying under inland navigable waters. Land that can be documented at one time to have been one of these types of property (and later filled in) is also subject to being considered Public Trust land. Public Trust lands are subject to certain use limitations and cannot be sold to private parties. Such properties can be leased to private parties for public trust purposes, but for no longer than 66 years. We have not been able to determine exactly when the former Redevelopment Agency acquired the Public Trust properties, but because these parcels have been and must continue to be used consistent with public trust purposes, the LRPMP provides for them to be transferred to the City to retain for development. Attachment B-4 includes maps provided by the State Lands Commission of properties granted to the City of Vallejo as Public Trust lands. Some of the properties have been leased to provide for public uses and public conveniences pursuant to Public Trust doctrine that allows leases not to exceed 66 years. Although these properties are being

transferred to the City to retain for future development, they cannot be sold unless a future action by the State Lands Commission terminates the Public Trust restrictions on the parcels.

Attachment A, the LRPMP Matrix, provides more information about each public trust property to be retained by the City for future development. A summary of the seven parcels follows:

- Property #4 is subject to a lease with the Vallejo Yacht Club;
- One property (#7) was the subject of a lawsuit and Court-mandated settlement agreement between the Redevelopment Agency and the property owner that outlined the terms of the Redevelopment purchase. Pursuant to the Court-mandated settlement agreement, the Redevelopment Agency paid \$108,000 for the restaurant property in 1966 and the property has an existing lease that extends to 2066, at which time the property will revert to the City;
- One property (#11) is currently leased as a dental office, which use will terminate when the lease expires in 2024;
- Two properties (#13 and #33) – APN 0058 090 370 and APN 0058 090 380 – are located adjacent to the southern waterfront parcels and are leased to Kiewit Infrastructure West. It is not known when or how the Redevelopment Agency acquired title to the properties. However, staff was able to determine that these are Public Trust properties and, therefore, must be held in trust by the City;
- One property (#32) is partially submerged and is also Public Trust land.

4. Properties to be Retained by the City for Government Use – Affordable Housing and Parking

Table 4A – Four (4) Properties Retained for Government Use as Shelter and Recovery Housing

Property #	APN	Location/Description	Current Use	Leased to
34	0072 044 100	Confidential	Residential	Safequest Shelter
35	0055 072 100	Confidential	Residential	Bi-Bett Recovery
36	0055 073 040	Confidential	Residential	Bi-Bett Recovery
37	0058 022 040	Confidential	Residential	Bi-Bett Recovery

The former Redevelopment Agency purchased these properties between 1988 and 1994. They have been leased to Safequest and Bi-Bett as a shelter and as a recovery program housing since acquisition. In May 2014, both the Successor Agency and Oversight Board approved the transfer of these four properties to the Housing Authority as housing successor agency. These properties were originally purchased using low and moderate income housing funds. After reviewing this transfer request, the DOF determined that these properties should be put on the LRPMP and initially transferred to the City of Vallejo as affordable housing properties. Consequently these residential properties were added to the LRPMP and will continue to be used for affordable housing. It is anticipated that City may subsequently transfer these affordable housing properties to the Housing Authority.

Table 4B – Seven (7) Public Trust Properties Retained for Government Use

Property #	APN	Location/Description	Current Use	Acres
3	0055 160 360	Mare Island Way @ Capitol	Vallejo Yacht Club Parking	0.26
5	0055 160 420	Mare Island Way @ Capitol	Vallejo Yacht Club Parking	0.28
6	0055 170 010	Mare Island Way @ Georgia	Short-Term Parking for Waterfront, portion of 108 spaces	0.61
8	0055 170 030	Mare Island Way @ Georgia	Short term parking for Waterfront, portion of 108 spaces	0.60
9	0055 170 050	Ferry Landing, Mare Island Way	Ferry Basin and Dock	0.80
10	0055 170 060	Ferry Landing Mare, Island Way	Public Sidewalk & Plaza Ferry Landing Area	0.39
12	0055 170 080	Mare Island Way, south of Ferry Landing	Parking for Marina Dental 47 spaces	0.53

These Public Trust properties were determined by DOF to be appropriate for the category of transfer for government use. They provide parking and access ways for the waterfront for public use. The various public trust properties above are depicted in the site maps provided in Attachment C - Exhibits C, D, E, and F. Attachment A, the LRPMP Matrix, provides more information about each public trust property. A summary of the seven parcels follows:

- Five properties (#3, #5, #6, #8 and #12) are used for parking;
- Two properties (#9 and #10) provide pedestrian access and docks for the Baylink Ferry and are subject to the WETA Transfer Agreement documented earlier in this report;

D. SUMMARY OF PROPERTIES OWNED BY THE SUCCESSOR AGENCY

An LRPMP Matrix is provided in **Attachment A** as a property data table describing the real property assets of the Successor Agency and any pertinent information that was available based on extensive records research. Over the years the City has had several different filing and records retention programs. Additionally, there have been extensive staff changes and office relocations. City Staff made every effort to find and research files to determine property history. Where available, the following information is provided:

1. Date of purchase, value of property (estimated) at time of purchase;
2. Purpose of the property acquisition;
3. Parcel data including address, size, zoning, General Plan and, if applicable, specific plan designations;
4. Estimate of the current value or appraised value;
5. Estimate of revenue generated from use of property and contractual requirements for disposition of those funds (e.g. lease, etc.);
6. Any history of environmental contamination and / or remediation;
7. Description of the property’s potential for transit-oriented development and the advancement of the

planning objectives of the successor agency; and

8. Any previous development proposals, rental or lease agreements, other contracts.

E. DISPOSITION PLAN

The proposed Disposition Plan takes into consideration the variety of property types and circumstances outlined in the LRPMP Matrix and further described above. The intent of the Disposition Plan is to outline the current estimated value of the sites, the predevelopment process to position properties for sale, followed by the Request for Proposal disposition process. The Disposition Plan objective is to expeditiously implement the LRPMP by:

- Transferring to the City two (2) properties which are subject to enforceable obligations so that responsibility for management of those properties resides with the City rather than the Successor Agency, thereby reducing the obligations of the Successor Agency;
- Placing on the market six (6) properties identified for sale;
- Transferring to the City for future development eleven (11) properties that were identified for implementation of the City's and former Redevelopment Agency's redevelopment objectives, so that the City may solicit private developers to enter into one or more disposition and development agreements. The City will seek developers that can construct catalyst projects for downtown Vallejo that also implement City, regional and State objectives for transit-oriented development.
- Transferring seven (7) Public Trust properties to the City for future development subject to the requirements of the Public Trust recognizing these properties cannot be sold unless there is future legislative action terminating the Public Trust.
- Transferring to the City as governmental purpose four (4) properties for continued use as affordable housing. The City may later determine to transfer these housing assets to the Housing Authority for oversight.
- Transferring to the City for government use seven (7) Public Trust properties identified as public parking assets consistent with the change in Dissolution Law allowing public parking lots to be transferred for government use.

1. Estimated Value and Disposition of Proceeds for Identified Real Property Assets

Table 5 on the next page presents an estimated market value of the real property assets based on a preliminary review of real estate market conditions in the City of Vallejo. With the exception of the Southern Waterfront Parcels discussed below, the values in Table 5 have been obtained from reviewing recent sale transactions and preliminary discussions with commercial real estate brokers and appraisers. The information is intended to provide a general estimate of potential values, and is not intended to present appraised market value or broker's opinion of market value. Additionally, these values and the timing of sales could be affected by whether the parcels are bundled for larger property sales or sold individually. A determination as to whether to bundle parcels for development or sell them individually will be made based on the potential types of buyers in the market at the time of sale. In the case of the Southern Waterfront Parcels, the estimated value is based on information contained in an appraisal dated September 2008 for the Waterfront DDA. The appraisal was a fair market value appraisal completed at the onset of the recent recession. After 2008, property values declined significantly and have not yet recovered although since late 2013 the market has seen some upturn. Based on the 2008 appraisals, the slow market recovery since that time, and the limited number of recent transactions, we believe the values in Table 5 are reasonable. The Downtown Vallejo Specific Plan and Vallejo Waterfront Master Plan provide insight into the intended

uses for these properties and, along with the applicable zoning, will govern the future development of these properties. The underlying zoning was also considered during the market value assessment process.

Table 5 – Estimated Value of Real Estate Assets

Site Number	APN	Parcel Size Acreage	Current (As-If Clean) Value per Sq. Foot.	Est. Value (As-If Clean)
Category #1A – Properties Used to Fulfill Enforceable Obligations – Transferred in 2011				
1	0055 170 360	.77	Public Ownership	NA
2	0055 170 520	5.14	Public Ownership	NA
Categories #2A & 2B - Properties Available for Sale				
14	0055 170 220	.12	\$6.00	\$31,200
15	0055 170 530	.25	\$6.00	\$65,526
18	0058 100 300 – RR Spur	.23	\$2.50	\$25,375
19	0058 100 320 – RR Spur	.07	\$2.50	\$7,898
20	0058 100 450 – RR Spur	.30	\$2.50	\$32,670
21	0058 100 130 – RR Spur	.45	\$2.50	\$49,005
Category #3A – Properties Retained by City for Future Development – Southern Waterfront				
22	0058 090 260 – Parcel S – Open Space	.17	\$0	\$0
23	0058 090 270 – Parcel S	.59	\$5.00	\$129,390
24	0058 090 280 – Parcel S	1.78	\$5.00	\$387,680
25	0058 090 290 – Parcel S	.23	\$5.00	\$50,750
26	0058 090 300 – Parcel S street improvement	.15	\$0	\$0
27	0058 090 310 - OS	.36	\$0	\$0
28	0058 090 320 – Parcel T	.09	\$2.50	\$10,610
29	0058 090 330 – Parcel T	13.88	\$2.50	\$1,511,530
30	0058 090 340 – Parcel T	8.70	\$2.50	\$947,430
Category #3B - Properties Retained by City for Future Development - Triad				
16	0055 160 170	2.31	\$6.00	\$603,738
17	0055 170 280	.74	\$6.00	\$194,700
Category #3C – Properties Retained by City for Future Development – Public Trust Lands				
4	0055 160 410	5.23	Public Trust Lands	NA
7	0055 170 020	.70	Public Trust Lands	NA
11	0055 170 400	.49	Public Trust Lands	NA
13	0058 090 370	1.25	Public Trust Lands	NA
31	0055 090 350	14.05	Public Trust Lands	NA
32	0058 090 360	0.37	Public Trust Lands	NA
33	0058 090 380	2.22	Public Trust Lands	NA
Category #4A – Properties Retained by City for Government Use – Public Trust Lands				
3	0055 160 360	.26	Public Trust Lands	NA
5	0055 160 420	.28	Public Trust Lands	NA
6	0055 170 010	.61	Public Trust Lands	NA
8	0055 170 030	.60	Public Trust Lands	NA
9	0055 170 050	.80	Public Trust Lands	NA
10	0055 170 060	.39	Public Trust Lands	NA
12	0055 170 080	.53	Public Trust Lands	NA
Category #4B – Properties Retained by City for Government Use – Housing Assets				
34	0072 044 100	SFD	NA	NA
35	0055 072 100	SFD	NA	NA
36	0055 073 040	SFD	NA	NA
37	0058 022 040	SFD	NA	NA
Total Value				\$4,045,502

The values in Table 5 assume the properties have no soil, ground water or other hazardous materials contamination, and that all required remediation work has been completed on the properties identified for sale. In fact, remediation work is taking place or being planned on most of the Southern Waterfront properties. While the cost of the future remediation work is not known at this time, this plan assumes that the properties are not marketable until the remediation work is complete and that contaminated land which has not been remediated has no or perhaps even negative value.

All utilities to the sites and all lot line adjustments and legal descriptions have been completed for the properties. Any existing leases are month-to-month, so no value has been assigned to the lease income. It is assumed the properties would be purchased for development and, therefore, their value is not based on the income stream from the existing leases. In addition to the remediation work, the known soil conditions on Parcels S and T (identified below) will require extensive soil stabilization to implement a multi-story development consistent with the land use plan for the site. A deduction of \$2.50 per square foot in the value has been applied in consideration of these development costs.

The properties that have State Lands Commission encumbrances have been identified as Public Trust lands with no value because they cannot be sold. Also, a value has not been assigned to the parking garage parcels because of the requirements for public ownership under existing enforceable obligations. Properties that have been planned as public open space or for public street use have been assigned no value as the continued use will be a condition of future development of the full site area; the estimated reuse value of the full site is reflected in the adjacent parcels in that development area.

2. Distribution of Proceeds from Real Property Asset Disposition

At this time it is not possible to anticipate the net proceeds from the sale of these properties. The above values represent an estimate based on properties with similar uses. Value deductions based on unknown toxic conditions, poor site configuration, access or easement constraints or other conditions of approval have not been taken into consideration. Projects along some of the Southern Waterfront properties are anticipated in the next 3 to 5 years when remediation work is completed. Other properties in the downtown near transit are likely to develop more quickly if the real estate market continues to rebound. Activities such as the Solano Corridor planning efforts, and recent reuse of vacant retail spaces, indicate the real estate market is beginning to rebound in Vallejo. This signals a positive increase in land value in the future that would also allow time to position properties for sale in the most advantageous manner and schedule.

For properties that are to be transferred to the City to fulfill existing enforceable obligations and/or to comply with applicable law upon approval of this plan by DOF, there will be no proceeds generated from the transfer. For properties that are sold by the Successor Agency, the proceeds received (net of the costs of sale) will be distributed to the applicable taxing entities in accordance with the provisions of AB 1484 upon receipt of proceeds by the Successor Agency.

For the properties to be conveyed to the City for future development, the City will enter into a compensation agreement with affected taxing entities in accordance with this paragraph. The Successor Agency interprets Health and Safety Code Section 34191.5 to mean that agreements with taxing entities are not required in connection with the disposition of Successor Agency property to the sponsoring city for governmental uses or for subsequent disposition for development consistent with redevelopment and community plans. However, according to Department of Finance, HSC section 34180 (f) requires the City to enter into a compensation agreement with the taxing entities for each parcel conveyed to the City for future development consistent with redevelopment and community plans pursuant to this Long Range Property Management Plan. Therefore, the City will enter into a compensation agreement with the other taxing entities for all properties transferred to the City for the purposes of future development. Notwithstanding

the foregoing, this paragraph will not be operative if a court order, legislation or Department of Finance policy reverses the Department's directive regarding such agreements.

3. Approach and Process for Disposition of Real Property Available for Sale

Those real property assets identified above as being available for sale would be marketed for sale as soon as possible, based on the pre-development assessment of readiness. The Successor Agency wishes to retain flexibility in the positioning and sale of the assets because of the very different market potential of each property. For example, four parcels are small railroad spurs which may have little or even negative value because of their configuration and existing hazardous materials contamination. It is the intent of the City and Successor Agency to complete necessary predevelopment activities to position the properties for eventual sale to realize their market potential. But this process will take time and funds to complete.

Staff still needs to prepare a preliminary budget to initiate the predevelopment activities listed below to better position the properties for successful disposition and development, and to enhance the potential market value of the properties. The budget will also need to include costs for marketing the properties or undertaking an RFP process. The decision of the Successor Agency and Oversight Board to undertake such pre-development and marketing activities would depend in part on the availability of funding and whether these related disposition costs would be allowed by the DOF as enforceable obligations under the ROPS.

a. Predevelopment Activities

There are a number of predevelopment activities that the Successor Agency, with approval of the Oversight Board, may or may not decide to undertake to position property for sale. These potential activities include:

1. Obtaining preliminary title reports to determine existing title conditions relevant for future development, such as easements or other encumbrances; and
2. Commissioning appraisal reports or broker opinions of value to determine potential market value of the properties prior to sale; and
3. Developing information regarding any public infrastructure and utility (water, sewer, drainage, etc.) limitations with respect to the parcels; and
4. Defining any steps that may be necessary before the parcels can be successfully marketed for sale.

b. Marketing and Outreach

For those parcels identified during the predevelopment process as being available for near term sale, the marketing and outreach program will depend on the characteristics of the specific parcels involved. Based on the size and characteristics of certain properties (e.g., the Railroad Spurs) it may be appropriate to list properties with a Broker or negotiate a purchase directly with an adjacent property owner.

For those sites with significant development potential based on the General Plan and zoning, the marketing effort would focus on attracting buyers who can implement high-quality development projects on those sites consistent with the City's zoning and plans. Marketing information for those sites may include a basic brochure that describes the characteristics of the site(s), City of Vallejo attributes, land use provisions, and any related information resulting from the predevelopment activities described above. Such a brochure would be distributed to real estate brokers, developers, and other identified companies, and advertised on real estate websites and in appropriate professional publications and local/regional newspapers. The Successor Agency may choose to engage in a more formal RFP process, depending on market interest in a particular site. Purchase offers would be reviewed by the Successor Agency staff with direction from the

Successor Agency and Oversight Boards.

For those parcels identified as being transferred to the City for future development, the City would likely engage in an RFP process for selection of developers who can implement development projects consistent with the City and former Redevelopment Agency’s adopted plans for the site. With respect to the seven (7) properties subject to the Public Trust, any further development must be consistent with Public Trust requirements.

c. Sales Process

A general schedule for implementing Successor Agency sales is described below but would vary depending on the specific characteristics of each property.

Activity
1. Pre Development Activities
2. Marketing Outreach Activities
3. Offer Review Process
4. Successor Agency - Oversight Board Direction
5. Negotiation of Purchase and Sale Transaction pursuant to Successor Agency and Oversight Board Direction
6. Drafting of Purchase and Sale Agreement
7. Successor Agency and Oversight Board Approval of Purchase and Sale Agreement and Execution of Agreement
8. Distribution of Net Proceeds of Sale to Taxing Entities

A schedule for disposition of each property cannot be estimated at this time, although it is the intent of the Successor Agency to dispose of properties as expeditiously as possible and in a manner that generates maximum value. The disposition schedule and phasing would be reviewed and approved by the Successor Agency and Oversight Board as additional information is available on these properties, and any legal constraints have been cleared.

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Property #	APN	Current Land Use	Address	LOT ACRES	Current Zoning	Permissible Use (Specific Plan)	Permissible Use Detail - Intended Use	Acquisition Date	Purchase Price - Reso # or Capital Asset List Book Value	Purpose for which property was acquired	Proposed Sale Date	LRPMP Estimate of Current Parcel Value or Capital Asset List Book Value	Estimate of Income/Revenue	Contractual requirements for use of income/revenue - Yes or No	History of environmental contamination, studies, and/or remediation, and designation as a brownfield site	Description of property's potential for transit oriented development	Advancement of Planning objectives of the Successor Agency	History of previous development proposals and activity
CATEGORY #1A - APPROVED FOR TRANSFER BY SCO 11-2014 - TRANSFERRED TO THE CITY OF FOR GOVERNMENT USE - PUBLIC TRUST LANDS - ENFORCEABLE OBLIGATION																		
1	0055 170 360	Ferry Parking Garage	Vallejo Station, Mare Island Way	0.77	Central Waterfront	MUPD Mixed Use	Parcel L 5 & L3 Public Paseo Connect to Transit and Public Parking (1200 Space Garage) & Surface lot	1983 Deed reference 83-36557 - Reso 10-001 & 10-009	\$56,106.60 - Book Value	Ferry Parking	None	\$56,106.60 - Book Value	operating costs exceed revenue	RESO # 11-144 N.C - Ferry Service Operations and Transfer Agreement Between City of Vallejo and WETA provides for 1,200 parking spaces in the Parking Garage for Ferry Patrons. O&M cost paid by City. Yes	None	None	Ferry Parking - Public Trust	None
2	0055 170 520	Ferry Parking Garage	Vallejo Station, Mare Island Way	5.14	Central Waterfront	MUPD Mixed Use	Parcel L 5 & L3 Public Paseo Connect to Transit and Public Parking (1200 Space Garage) & Surface lot	Deed Reference 04-107047 Reso 10-001 & 10-009	\$386,000.00 - Book Value	Ferry Parking	None	386000 - Book Value	operating costs exceed revenue	RESO # 11-144 N.C - Ferry Service Operations and Transfer Agreement Between City of Vallejo and WETA provides for 1,200 parking spaces in the Parking Garage for Ferry Patrons. O&M cost paid by City. Yes	None	None	Ferry Parking - Public Trust Lands	None
CATEGORY #2A - AVAILABLE FOR SALE - CURRENTLY PUBLIC USE																		
14	0055-170 220	Ped Plaza - adjacent to parking lot and transit terminal	South of Georgia St. and West of Sacramento	0.12	MUPD Mixed Use Planned Dev	mu	Mixed Use - TOD	8/24/1983 Deed Reference 83-36557	Book Value - \$2,904.00	Ped Plaza	TBD	\$31,200 - estimate of current value	public plaza - no income - no contractual obligation	No	None - Phase 1 needed	TOD - Adjacent to Solano Transit Terminal - combine site	Catalyst for Quality Downtown Development	None
15	0055 170 530	Parking lot adjacent to transit terminal	410 Sacramento - South of Georgia Street and West of Sacramento	0.25	MUPD Mixed Use Planned Dev	MUPD Mixed Use Planned Dev	Mixed Use -TOD	1983	Book Value - \$15,554.49	Parking	TBD	\$65,626.00 - estimate of current value	short term parking no income - no contractual obligation	No	None - Phase 1 needed	TOD - Adjacent to Solano Transit Terminal - combine sites	Catalyst for Quality Downtown Development	None
CATEGORY #2B - AVAILABLE FOR SALE- RAILROAD SPURS																		
18	0058 100 300	Railroad Spur	Between Solano Ave and Ryder St by Water Treatment Facility	0.23	PDI Planned Dev. Industrial	PDI Planned Dev. Industrial	Railroad Spur	17-Jun-88	RDA Reso #88-18 Agency Purchase for \$2.4M for fee and City leasehold from Kaiser Steel Bankruptcy 4-18-1988 - Book Value - \$9,957.00	Received as part of bankruptcy purchase	TBD	\$25,375.00 - estimate of current value	no income - no contractual obligation	No	Phase 1 needed	None	None	Property is a railroad spur with possible toxic issues. Is of value only to adjoining property owners or as future open space/trail.
19	0058 100 320	Railroad Spur	Between Solano Ave and Ryder St by Water Treatment Facility	0.07	PDI Planned Dev. Industrial	PDI Planned Dev. Industrial	Railroad Spur	17-Jun-88	Same as above - Book Value \$3,099.00	Same as above	TBD	\$7,897.50 - estimate of current value	no income - no contractual obligation	No	Phase 1 needed	None	None	same as above
20	0058 100 450	Railroad Spur	Between Solano Ave and Ryder St by Water Treatment Facility	0.30	PDI Planned Dev. Industrial	PDI Planned Dev. Industrial	Railroad Spur	17-Jun-88	Same as above - Book Value - \$12,819.00	Same as above	TBD	\$32,670.00 - estimate of current value	no income - no contractual obligation	No	Phase 1 needed	None	None	same as above
21	0058 110 130	Railroad Spur	Between Ryder and Southern Pacific RR	0.45	PDI Planned Dev. Industrial	PDI Planned Dev. Industrial	Railroad Spur	17-Jun-88	Same as above - Book Value - \$19,229.00	Same as above	TBD	\$49,000.05 - estimate of current value	no income - no contractual obligation	No	Phase 1 needed	None	None	same as above
CATEGORY #3A - TRANSFER TO CITY FOR FUTURE SALE AND DEVELOPMENT - FORMER SOUTHERN WATERFRONT PROPERTIES																		
22	0058 090 260	Public Sidewalk and right of way	So. Waterfront - Mare Island Way by former Brinkman's	0.17	MUPD Mixed Use Planned Dev	Public Open Space	Public Open Space		RDA Reso #88-18 Agency Purchase for \$2.4M for fee and City Leasehold from Kaiser Steel Bankruptcy 4-18-1988. \$10,755.00 - Book Value	Mixed Use Development	TBD	Public open space requirement of future development plan. \$10,755.00 - Book Value	\$45,600.00	PG&E Lease Agreement during remediation work. Annual lease on all properties totals \$45,600.00 Yes	See Note #2 Below	Open Space parcel	After Remediation - Open Space	An Amended DDA was approved by the Oversight Board on 12-16-2013 which eliminates these parcels from DDA.
23	0058 090 270	Parking	1 & 3 Curtola Way - So. Waterfront - Mare Island Way near boat launch	0.59	MUPD Mixed Use Planned Dev	MUPD Mixed Use Planned Dev	Portion of Parcel S - Office/Retail 7,100 sf		same as above - \$36,229.900 - Book Value	Mixed Use Development	TBD	\$129,390.00 - estimate of current value	\$45,600.00	PG&E Lease Agreement during remediation work. Annual lease on all properties totals \$45,600.00. yes	See Note #2 Below	TOD - Office/Retail to create access to jobs	After Remediation - Future Mixed Use Development	same as above
24	0058 090 280	Parking	So. Waterfront - Mare Island Way near boat launch	1.78	MUPD Mixed Use Planned Dev	MUPD Mixed Use Planned Dev	Portion of Parcel S - Office/Retail 7,100 sf	6/17/1988 - Date Deed Recorded	same as above - \$108,550.0 - Book Value	Mixed Use Development	TBD	\$387,680.00 - estimate of current value	\$45,600.00	PG&E Lease Agreement during remediation work. Annual lease on all properties totals \$45,600.00. Yes	See Note #2 Below	TOD - Office/Retail to create access to jobs	After Remediation - Future TOD - Mixed Use Development	same as above
25	0058 090 290	Parking	So. Waterfront - Mare Island Way near boat launch	0.23	MUPD Mixed Use Planned Dev	MUPD Mixed Use Planned Dev	Portion of Parcel S - Office/Retail 7,100 sf	6/17/1988	same as above - \$14,599.00 - Book Value	Mixed Use Development	TBD	\$50,750.00 - estimate of current value	\$45,600.00	PG&E Lease Agreement during remediation work. Annual lease on all properties totals \$45,600.00. yes	See Note #2 Below	TOD - Office/Retail to create access to jobs	After Remediation - Future TOD - Mixed Use Development	same as above
26	0058 090 300	Parking/Storage Lockers	So. Waterfront - Mare Island Way near boat launch	0.15	MUPD Mixed Use Planned Dev	MUPD Mixed Use Planned Dev	New or Modified Street	6/17/1988	same as above - \$9,528.00 - Book Value	Mixed Use Development	TBD	\$9,528.00 - Book Value	\$45,600.00	PG&E Lease Agreement during remediation work. Annual lease on all properties totals \$45,600.00. Yes	See Note #2 Below	Street Improvement	After Remediation - Street Improvement	same as above
27	0058 090 310	Parking/Storage Lockers	So. Waterfront - Mare Island Way near boat launch	0.36	MUPD Mixed Use Planned Dev	MUPD Mixed Use Planned Dev	Public Open Space	6/17/1988	same as above - \$22,429.00 - Book Value	Mixed Use Development	TBD	\$22,429.00 - Book Value	\$45,600.00	PG&E Lease Agreement during remediation work. Annual lease on all properties totals \$45,600.00.. Yes	See Note #2 Below	Open Space parcel	After Remediation - Open Space	same as above
28	0058 090 320	Vacant - part of former manufacture gas plant site	So Waterfront - Off Curtola Parkway @ Maine St	0.09	MUPD Mixed Use Planned Dev	MUPD Mixed Use Planned Dev	Parcel T1 - 650 Condominiums over parking (small portion)	6/17/1988	same as above - \$5,942.00 - Book Value	Mixed Use Development	TBD	\$10,610.00 - estimate of current value	\$45,600.00	PG&E Lease Agreement during remediation work. Annual lease on all properties totals \$45,600.00. Yes	See Note #2 Below	TOD - possible units 650 as part of develop plan on two adjacent site	After Remediation - Future TOD - Mixed Use Development	same as above
29	0058 090 330	Partially vacant former manufactured gas plant site; partially leased to Big Bay Storage	1121 Sonoma Blvd & 51 Mono St - So. Waterfront - Curtola and Sonoma Blvd	13.88	PDI Planned Dev. Industrial	MUPD Mixed Use Planned Dev	Parcel T1 - 650 Condominiums over parking	6/17/1988	same as above - \$846,457.00 - Book Value	Mixed Use Development	TBD	\$1,511,530.00 - estimate of current value	\$45,600.00	PG&E Lease Agreement during remediation work. Annual lease on all properties totals \$45,600.00. Yes	See Note #2 Below - Portion of Parcel adj to Curtola/Mono is known to be Highly Toxic Site	TOD - possible units 650 as part of develop plan on two adjacent site	After Remediation - Future TOD - Mixed Use Development	same as above

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Property #	APN	Current Land Use	Address	LOT ACRES	Current Zoning	Permissible Use (Specific Plan)	Permissible Use Detail - Intended Use	Acquisition Date	Purchase Price - Reso # or Capital Asset List Book Value	Purpose for which property was acquired	Proposed Sale Date	LRPMP Estimate of Current Parcel Value or Capital Asset List Book Value	Estimate of Income/Revenue	Contractual requirements for use of income/revenue - Yes or No	History of environmental contamination, studies, and/or remediation, and designation as a brownfield site	Description of property's potential for transit oriented development	Advancement of Planning objectives of the Successor Agency	History of previous development proposals and activity
30	0058 090 340	A portion - Leased to First Capitol Auction/Humane Society	Solano Ave - 50, 96, 100 & 1133 Sonoma Blvd - So. Waterfront Sonoma Blvd and Solan Ave	8.70	PDI Planned Dev. Industrial	MUPD Mixed Use Planned Dev	Parcel T3 - Flex Tech 57,000 & Parcel T2 - Post Office 40,500	6/17/1988	same as above - \$530,561.00 - Book Value	Mixed Use Development	TBD	\$947,430.00 - estimate of current value	\$91,580.00/yr+ \$12.00/yr Human Society	Southern - Waterfront DDA - a portion leased to First Capitol Auction month-to-month lease at \$7,630.00 and Human Society month-to-month Lease at \$1.00 per month. Yes	See Note #1 Below - Upper portion is T2 Post Office. Lower portion is Parcel T3 Flex Tech)	TOD - Office/Flex Space to create acces to jobs	After Remediation - Future TOD - Mixed Use Development	same as above
CATEGORY #3B - PROPERTIES TO BE TRANSFERRED TO THE CITY FOR FUTURE SALE AND DEVELOPMENT - FORMER TRIAD PARCELS																		
16	0055 160 170	Tower Parking Lot, 99 spaces	Santa Clara and Capitol, adjacent to Marina Tower	2.31	CP Pedestrian Shopping and Serv Dis	MUPD Mixed Use Planned Dev	Catalyst Site Phase 1: Res-242 units, Comm/livework-22,137sf	12-Dec-01	Book Value - \$131,052.00	Mixed Use Development	TBD	\$603,738.00 - estimate of current value	no income	Triad DDA - Phase 1 - Parcel B - Portion Leased to Marina Tower Assoc for surface parking (thur 2060) and parking in future structure which was to be developed under Triad DDA. Yes	None - Phase 1 Needed	TOD - close to Solano Transit and Ferry up to 242 units.	Downtown Transit Oriented Development	Settlement Agreement related to DDA Termination approved by Oversight Board on 1-16-2014
17	0055 170 280	Parking - Former State Capitol Site before Bencia, 81 spaces	SE Corner of Sacramento and York	0.74	MUPD Mixed Use Planned Dev	MUPD Mixed Use Planned Dev	Catalyst Site Phase2: Res-69 units, Comm/livework-9,999sf	24-Aug-83	Book Value - \$54,528.00	Mixed Use Development	TBD	\$194,700.00 - estiamte of current value	no income - no contractual obligation	No	None - Phase 1 Needed	TOD - Adjance to Solano Transit - units TBD	Downtown Transit Oriented Development	same as above
CATEGORY #3C - PROPERTIES TO BE TRANSFERRED TO THE CITY FOR FUTURE SALE AND DEVELOPMENT - STATE LANDS																		
4	0055 160 410	Vallejo Yacht Club	485 Mare Island Way @ Capitol	5.23	CW Waterfront Shopping and Serv Dist	MUPD Mixed Use Planned Dev	Public Park/OS	unknown	\$321,168.00 - Book Value	Yacht Club	None	321168 - Book Value	see above total rent	Parcels 602 & 603 = \$1,200/yr until 2016 then increase to 6% of market value. Yes	None	None	Note 3 - Public Trust Lands	None
7	0055 170 020	Restaurant and short-term parking for Waterfront, portion of 108 spaces	Mare Isalnd Way @ Georgia	0.70	MUPD Mixed Use Planned Dev	MUPD Mixed Use Planned Dev	Public Bldg Use/Function	7/28/1966	Agency paid \$108,000 under terms of a Court Settlement of a Lawsuit. \$42,986.00 - Book Value	Parking	None	\$42,986.00 - Book Value	\$3,584 for FY13-1. Revenues go into restricted Fund 134	Frontroom Restaurant - Mare Island Ferry Co owns bldg. Lease agreement with agency for 99 years commencing 8/16/1967 to 8/8/2066. \$3584/yr until 8/26/16. Then rent increase = to 6% of market valu. At end of lease bldg to Agency. Yes	None - Phase 1 needed	None	Note 3 - Public Trust Lands	None
11	0055 170 400	Marina Dental next to Ferry Landing Area	285 Mare Island Way - South of Ferry Landing	0.49	MUPD Mixed Use Planned Dev	MUPD Mixed Use Planned Dev	Public Bldg Use/Function	unknown	\$30,090.00 - Book Value	Ferry Service	None	\$30,090.00 - Book Value	\$7,991.46 for FY11-12. Revenues go into restricted Fund 134	RESO #11-144 N.C. WETA Transfer Agreement - landing and mooring rights (area outside dental office on same parcel) - Lease Agreement for 33 years with 15 year option. Option to extend exercisedin 2009 - lease expires 10/31/2024. - FY11-12- \$7,991.46/yr with CPI increase. Yes	None - Phase 1 needed	None	Note 3 - Public Trust Lands	None
13	0058 090 370	Leased to Kiewett	Solano Ave at Mare Island Strait	1.25	PDI Planned Dev. Industrial	PDI Planned Dev. Industrial	Public Use/Function	unknown	\$76,230.00 - Book Value	Sanitation District	None	\$76,230.00 - Book Value	\$5,764.84 for FY13-14 for both properties #13 & #33. Revenues go into restricted Fund 134	Leased to Kiewett. Yes	None - Phase 1 needed	None	Note 3 - Public Trust Land	None
31	0058 090 350	Parking, open space, public access boat launch - a portion leased to Capital Auction	Waterfront from Mare Island Way to Solano	14.05	PDI Planned Dev. Industrial	MUPD Mixed Use Planned Dev	Public Open Space	6/17/1988	RDA Reso #88-18 Agency Purchase for \$2.4M for fee and City Leasehold from Kaiser Steel Bankruptcy 4-18-1988 - \$846,457.00 - Book Value	Open Space	None	\$846,457.00 - Book Value	\$91,560 for FY13-14 for both properties #31 and #3. Revenues go into restricted Fund 134	Capital Auction is currently located on a portion of this parcel. Yes	See Note #1 Below - Southern 75% of parcel (Public Open Space & Parcel T1 Condo's)	None	Note 3 - Public Trust Land	An Amended DDA was approved by the Oversight Board on 12-16-2013 which eliminates these parcels from DDA. This parcel is a Public Trust Parcel and should be held for public use.
32	0058 090 360	a Portion leased to Capital Auction	So. Waterfront Shoreline	0.37	PDI Planned Dev. Industrial	MUPD Mixed Use Planned Dev	Public Open Space	6/16/1988	same as above - \$23,054.00 - Book Value	Open Space	None	\$23,054.00 - Book Value	\$91,560 for FY13-14 for both properties #31 and #3. Revenues go into restricted Fund 134	Capital Auction is currently located on a portion of this parcel. Yes	See Note #1 Below & Note #3 - Parcel is slated for Public Open Space.	None	Note 3 - Public Trust Land	same as above
33	0058 090 380	Leased to Kiewett	Solano Ave at Mare Island Strait	2.22	PDI Planned Dev. Industrial	PDI Planned Dev. Industrial	Public Use/Function	unknown	\$76,230.00 - Book Value	Sanitation District	None	\$76,230.00 - Book Value	\$5,764.84 for FY13-14 for both properties #13 & #3. Revenues go into restricted Fund 134	Leased to Kiewett. Yes	None - Phase 1 needed	None	Note 3 - Public Trust Land	None
CATEGORY #4A - PROPERTIES TRANSFERRED TO THE CITY FOR GOVERNMENT USE -- State Lands Properties																		
3	0055 160 360	Vallejo Yacht Club	Mare Island Way @ Capitol	0.26	CW Waterfront Shopping and Serv Dist	MUPD Mixed Use Planned Dev	Public Park/OS	unknown	\$15,966.00 - Book Value	Yacht Club	None	15966 - Book Value	Total Rent paid by VYC is \$10,516.75 for FY 13-14. Revenues go into restricted Fund 134	99 Lease Agreement started 12/19/1966- Yacht Club includes: 602, 602-A, 603-B. Yes	None	None	Note 3 - Public Trust Lands	None
5	0055 160 420	Vallejo Yacht Club	Mare Island Way @ Capitol	0.28	CW Waterfront Shopping and Serv Dist	MUPD Mixed Use Planned Dev	Public Park/OS	unknown	\$17,194.00 - Book Value	Yacht Club	None	\$17,194.00 - Book Value	see above total rent	Lease Agreement for seawall expansion space \$2,782.68 includes 3% cpi increase. Parcel 601 = \$6,534.07 - TOTAL RENT \$10,516.75 for FY 13-14. Yes	None	None	Note 3 - Public Trust Lands	None
6	0055 170 010	Short-Term Parking for Waterfront, portion of 108 spaces	Mare Isalnd Way @ Georgia	0.61	MUPD Mixed Use Planned Dev	MUPD Mixed Use Planned Dev	Public Use/Function	unknown	\$37,459.00 - Book Value	Parking	None	\$37,459.00 - Book Value	Short term parking no income - no contractual obligation	No	None - Phase 1 needed	None	Note 3 - Public Trust Lands	None
8	0055 170 030	Short-Term Parking for Waterfront, portion of 108 spaces	Mare Isalnd Way @ Georgia	0.60	MUPD Mixed Use Planned Dev	MUPD Mixed Use Planned Dev	Public Use/Function	unknown	\$36,845.00 - Book Value	Parking	None	\$36,845.00 - Book Value	Short term parking no income - no contractual obligation	No	None - Phase 1 needed	None	Note 3 - Public Trust Lands	None
9	0055 170 050	Ferry Basin and Docks	Ferry Landing, Mare Island Way	0.80	MUPD Mixed Use Planned Dev	MUPD Mixed Use Planned Dev	Public Park/OS	unknown	\$49,127.00 - Book Value	Ferry Service	None	\$49,127.00 - Book Value	no rent income - no contractual obligation	RESO #11-144 N.C - WETA Transfer Agreement - landing and mooring rights. Yes	None	None	Note 3 - Public Trust Lands	None
10	0055 170 060	Public Sidewalk & Plaza Ferry Landing Area	Ferry Landing, Mare Island Way	0.39	MUPD Mixed Use Planned Dev	MUPD Mixed Use Planned Dev	Public Park/OS	unknown	\$23,949.00 - Book Value	Ferry Service	None	\$23,494.00 - Book Value	no rent income - no contractual obligation	RESO #11-144 N.C - WETA Transfer Agreement - landing and mooring rights. Yes	None	None	Note 3 - Public Trust Lands	None

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Property #	APN	Current Land Use	Address	LOT ACRES	Current Zoning	Permissible Use (Specific Plan)	Permissible Use Detail - Intended Use	Acquisition Date	Purchase Price - Reso # or Capital Asset List Book Value	Purpose for which property was acquired	Proposed Sale Date	LRPMP Estimate of Current Parcel Value or Capital Asset List Book Value	Estimate of Income/Revenue	Contractual requirements for use of income/revenue - Yes or No	History of environmental contamination, studies, and/or remediation, and designation as a brownfield site	Description of property's potential for transit oriented development	Advancement of Planning objectives of the Successor Agency	History of previous development proposals and activity
12	0055 170 080	Parking for Waterfront 47 spaces	Mare Island Way, south of Ferry Landing	0.53	MUPD Mixed Use Planned Dev	MUPD Mixed Use Planned Dev	Public Use/Function	unknown	\$32, 547.00 - Book Value	Ferry Service	None	\$32,547.00 - Book Value	no income short term parking - no contractual obligation	No	None - Phase 1 needed	None	Note 3 - Public Trust Lands	None
CATEGORY #4B - PROPERTIES TRANSFERRED TO THE CITY FOR GOVERNMENT USE - HOUSING ASSETS																		
34	0072 044 100	Residential	Confidential		SFR	Housing	Housing	1988	\$128,000	Residential	none	\$128,000 - Book Value	\$1.00/yr	Leased to Safequest as a homeless Shelter. Yes	none	none	affordable housing	none
35	0055 072 100	Residential	Confidential		SFR	Housing	Housing	1993	\$150,000	Residential	none	\$150,000 - Book Value	\$1.00/yr	Leased to Bi Bett as recovery program housing. Yes	none	none	affordable housing	none
36	0055 073 040	Residential	Confidential		SFR	Housing	Housing	1991	\$350,000	Residential	none	\$350,000 - Book Value	\$1.00/yr	Leased to Bi Bett as recovery program housing. Yes	none	none	affordable housing	none
37	0058 022 040	Residential	Confidential		SFR	Housing	Housing	1994	\$375,000	Residential	none	\$375,000 - Book Value	\$1.00/yr	Leased to Bi Bett as recovery program housing. Yes	none	none	affordable housing	none
<p>Note #1 - Part of 17 acre remediation program. A March 25, 2010 Targeted Site Investigation Study prepared for EPA revealed that the there was not contamination across the site at above screening levels, but "Hot Spots" of arsenic remained. Further study of the Hot Spots is recommended. The report was approved by the Dept of Toxic Substances (DTSC). Further Study to be conducted.</p> <p>Note #2 - April 2013, An Environmental Investigation and cleanup by PG&E is currently being conducted on this 26-acre site. From 1872 - 1930 a manufactured gas plant was operated on the site. The history of the site includes landfilling, boat storage, maintenance, fueling and launching, an ammunition depot barracks, an auto junkyard, marine fabrication yard, and cresote treatment area</p>																		



B-1

October 16, 2013

Ms. Debra Lauchner, Finance Director
City of Vallejo Successor Agency
555 Santa Clara Street
Vallejo, CA 94590

Dear Ms. Lauchner:

Subject: Request for a Finding of Completion

The California Department of Finance (Finance) has completed the Finding of Completion for the City of Vallejo Successor Agency.

Finance has completed its review of your documentation, which may have included reviewing supporting documentation submitted to substantiate payment or obtaining confirmation from the county auditor-controller. Pursuant to Health and Safety Code (HSC) section 34179.7, we are pleased to inform you that Finance has verified that the Agency has made full payment of the amounts determined under HSC section 34179.6, subdivisions (d) or (e) and HSC section 34183.5.

This letter serves as notification that a Finding of Completion has been granted. The Agency may now do the following:

- Place loan agreements between the former redevelopment agency and sponsoring entity on the ROPS, as an enforceable obligation, provided the oversight board makes a finding that the loan was for legitimate redevelopment purposes per HSC section 34191.4 (b) (1). Loan repayments will be governed by criteria in HSC section 34191.4 (a) (2).
- Utilize proceeds derived from bonds issued prior to January 1, 2011 in a manner consistent with the original bond covenants per HSC section 34191.4 (c).

Additionally, the Agency is required to submit a Long-Range Property Management Plan to Finance for review and approval, per HSC section 34191.5 (b), within six months from the date of this letter.

Please direct inquiries to Andrea Scharffer, Staff Finance Budget Analyst, or Chris Hill, Principal Program Budget Analyst, at (916) 445-1546.

Sincerely,

JUSTYN HOWARD
Assistant Program Budget Manager

cc: Mr. Dan Marks, Interim Economic Development Director, City of Vallejo
Mr. Jun Adeva, Deputy Auditor Controller, County of Solano
California State Controller's Office

VALLEJO REDEVELOPMENT AGENCY

ASSET TRANSFER REVIEW

Review Report

January 1, 2011, through January 31, 2012



JOHN CHIANG
California State Controller

November 2014



JOHN CHIANG
California State Controller

November 26, 2014

Ron Millard, Interim Finance Director
Vallejo Redevelopment/Successor Agency
555 Santa Clara Street
Vallejo, CA 94950

Dear Mr. Millard:

Pursuant to Health and Safety Code section 34167.5, the State Controller's Office (SCO) reviewed all asset transfers made by the Vallejo Redevelopment Agency (RDA) to the City of Vallejo (City) or any other public agency after January 1, 2011. This statutory provision states, "The Legislature hereby finds that a transfer of assets by a redevelopment agency during the period covered in this section is deemed not to be in furtherance of the Community Redevelopment Law and is thereby unauthorized." Therefore, our review included an assessment of whether each asset transfer was allowable and whether the asset should be turned over to the Successor Agency.

Our review applied to all assets including but not limited to, real and personal property, cash funds, accounts receivable, deeds of trust and mortgages, contract rights, and rights to payment of any kind. We also reviewed and determined whether any unallowable transfers of assets to the City or any other public agency have been reversed.

Our review found that the RDA transferred \$26,469,289 in assets after January 1, 2011, including unallowable transfers to the City totaling \$655,000, or 2.47% of transferred assets. These assets must be turned over to the Successor Agency.

If you have any questions, please contact Elizabeth González, Chief, Local Government Compliance Bureau, by telephone at (916) 324-0622.

Sincerely,

Original signed by

JEFFREY V. BROWNFIELD, CPA
Chief, Division of Audits

JVB/sk

cc: Daniel Keen, City Manager
City of Vallejo
Simona Padilla-Scholtens, CPA
Solano County Auditor-Controller
Erin Hannigan, Oversight Board Chair
Vallejo Redevelopment/Successor Agency
David Botelho, Program Budget Manager
California Department of Finance
Richard J. Chivaro, Chief Legal Counsel
State Controller's Office
Elizabeth González, Bureau Chief
Division of Audits, State Controller's Office
Betty Moya, Audit Manager
Division of Audits, State Controller's Office
Cecilia Michaels, Auditor-in-Charge
Division of Audits, State Controller's Office

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Asset Transfer Review Report

Summary

The State Controller's Office (SCO) reviewed the asset transfers made by the Vallejo Redevelopment Agency (RDA) after January 1, 2011. Our review included, but was not limited to, real and personal property, cash funds, accounts receivable, deeds of trust and mortgages, contract rights, and rights to payments of any kind from any source.

Our review found that the RDA transferred \$26,469,289 in assets after January 1, 2011, including unallowable transfers to the City of Vallejo (City) totaling \$655,000, or 2.47% of transferred assets. These assets must be turned over to the Successor Agency.

Background

In January of 2011, the Governor of the State of California proposed statewide elimination of redevelopment agencies (RDAs) beginning with the fiscal year (FY) 2011-12 State budget. The Governor's proposal was incorporated into Assembly Bill 26 (ABX1 26, Chapter 5, Statutes of 2011, First Extraordinary Session), which was passed by the Legislature, and signed into law by the Governor on June 28, 2011.

ABX1 26 prohibited RDAs from engaging in new business, established mechanisms and timelines for dissolution of the RDAs, and created RDA successor agencies and oversight boards to oversee dissolution of the RDAs and redistribution of RDA assets.

A California Supreme Court decision on December 28, 2011 (*California Redevelopment Association et al. v. Matosantos*), upheld ABX1 26 and the Legislature's constitutional authority to dissolve the RDAs.

ABX1 26 was codified in the Health and Safety (H&S) Code beginning with section 34161.

H&S Code section 34167.5 states in part, "... the Controller shall review the activities of redevelopment agencies in the state to determine whether an asset transfer has occurred after January 1, 2011, between the city or county, or city and county that created a redevelopment agency or any other public agency, and the redevelopment agency."

The SCO identified asset transfers that occurred after January 1, 2011, between the RDA, the City and/or any other public agency. By law, the SCO is required to order that such assets, except those that already had been committed to a third party prior to June 28, 2011, the effective date of ABX1 26, be turned over to the Successor Agency. In addition, the SCO may file a legal action to ensure compliance with this order.

Objective, Scope, and Methodology

Our review objective was to determine whether asset transfers that occurred after January 1, 2011, and the date upon which the RDA ceased to operate, or January 31, 2012, whichever was earlier, between the city or county, or city and county that created an RDA, or any other public agency, and the RDA, were appropriate.

We performed the following procedures:

- Interviewed Successor Agency personnel to gain an understanding of the Successor Agency's operations and procedures.
- Reviewed meeting minutes, resolutions, and ordinances of the City, the RDA, the Successor Agency, and the Oversight Board.
- Reviewed accounting records relating to the recording of assets.
- Verified the accuracy of the Asset Transfer Assessment Form. This form was sent to all former RDAs to provide a list of all assets transferred between January 1, 2011, and January 31, 2012.
- Reviewed applicable financial reports to verify assets (capital, cash, property, etc.).

Conclusion

Our review found that the Vallejo Redevelopment Agency transferred \$26,469,289 in assets after January 1, 2011, including unallowable transfers to the City of Vallejo totaling \$655,000, or 2.47% of transferred assets. These assets must be turned over to the Successor Agency.

Details of our finding are described in the Finding and Order of the Controller section of this report.

Views of Responsible Official

We issued a draft review report on December 4, 2013. Deborah Lauchner, Finance Director, responded by letter dated January 13, 2014, disputing the review results. The City's response is included in this final review report as an attachment. Please note that the City's response references findings related to housing assets. This finding was eliminated due to a subsequent court ruling.

Restricted Use

This report is solely for the information and use of the City of Vallejo, the Successor Agency, the Oversight Board, and the SCO; it is not intended to be and should not be used by anyone other than these specified parties. This restriction is not intended to limit distribution of this report, which is a matter of public record when issued final.

Original signed by

JEFFREY V. BROWNFIELD, CPA
Chief, Division of Audits

November 26, 2014

Finding and Order of the Controller

FINDING— Unallowable asset transfers to the City of Vallejo

The Vallejo Redevelopment Agency (RDA) made unallowable asset transfers of \$655,000 to the City of Vallejo (City). The asset transfers to the City occurred after January 1, 2011, and the assets were not contractually committed to a third party prior to June 28, 2011.

Unallowable asset transfers were as follows:

In 2011, the RDA made four payments to the City on loans the City provided to the RDA over several years. The loan repayments totaled \$655,000.

Pursuant to Health and Safety (H&S) Code section 34167.5, the RDA may not transfer assets to a city, county, city and county, or any other public agency after January 1, 2011. The assets must be turned over to the Successor Agency for disposition in accordance with H&S Code section 34177(d) and (e).

Order of the Controller

Pursuant to H&S Code section 34167.5, the City is ordered to reverse the transfers in the amount of \$655,000, and turn over the assets to the Successor Agency.

Vallejo Successor Agency Response

The Successor Agency disputes the order to reverse the repayment of loans to the City and the transfer of the two parcels of land that were turned into parking structures, stating the structures are government use properties.

See Attachment for the City's complete response.

SCO's Comment

The SCO's authority under H&S Code section 34167.5 extends to all assets transferred after December 31, 2010, by the RDA to the city or county, or city and county that created the RDA, or any other public agency. This responsibility is not limited by the other provisions of the RDA dissolution legislation. Additionally, H&S Code section 34167.5 states that if such an unallowable transfer occurs, the Controller shall order the return of those assets to the Successor Agency.

The Department of Finance issued a Finding of Completion to the Successor Agency on October 16, 2013. The Successor Agency may place loan agreements between the RDA and the City on the Recognized Obligation Payment Schedule as an enforceable obligation, provided that the Oversight Board finds that the loan was for legitimate redevelopment purposes.

With regards to the parking structures, the City has provided additional documentation. The Finding and Order of the Controller have been modified accordingly.

**Schedule 1—
Unallowable RDA Asset Transfers to
the City of Vallejo
January 1, 2011, through January 31, 2012**

Current assets	
Principle and interest payments on long-term loans	<u>\$ 655,000</u>
Total unallowable asset transfers	<u>\$ 655,000</u>

**Attachment—
City’s Response to
Draft Review Report**



Office of the City Manager • 555 Santa Clara Street • Vallejo • CA • 94590 • 707.648.4576

January 13, 2014

Elizabeth Gonzalez
Chief, Local Government Compliance Bureau
State Controller's Office
Division of Audits
PO Box 942850
Sacramento, CA 94250-5874

Dear Ms. Gonzalez:

The City of Vallejo has reviewed the draft Asset Transfer Review Report for the period January 1, 2011, through January 31, 2012. Below is the City of Vallejo management response to the findings:

Finding 1 – The Vallejo Redevelopment Agency (RDA) transferred \$22,015,203 in assets to the City of Vallejo (City). The asset transfers to the City occurred after January 1, 2011, and the assets were not contractually committed to a third party prior to June 28, 2011.

In 2011, the RDA made four payments to the City on loans the City provided to the RDA over several years. The loan repayments totaled \$655,000.

City Response: The City disputes your order to reverse these transactions. The City agrees it paid these obligations. These obligations were paid prior to dissolution during the initial Enforceable Obligation Payment Schedule ("EOPS") period. The City Council's Adopted Budget is the obligating document and the City contends the loans were for goods and services rendered to the Agency, were legal when they were made and were appropriate to pay as budgeted.

The Oversight Board meeting is scheduled to meet February 20, 2014, and a formal resolution will be presented to the Oversight Board ratifying the transfer of these assets pursuant to Health and Safety Code Secs. 34176 and 34181. We request that this finding be removed from the report or the report not be issued until we provide the State Controller with a copy of the Oversight Board's adopted resolution.

The RDA transferred two parcels of land to the City (APN 055-170-520 and APN 055-170-360) with an original value of \$442,366. It was further noted that these two parcels were purchased as vacant land and today are parking structures the City plans to rent out.

City Response: The City disputes your order to reverse the capital assets transfer of \$21,360,203. It is our understanding that one of the permissible reasons that an asset transfer would not be subject to reversal is if the property was constructed and used for a governmental purpose (H&S Section 34177(e)(3), Section 34181(a)). The transfer of

the two parcels APN 0055-170-520 and APN 0055-170-360 occurred pursuant to a Disposition and Development Agreement (DDA), and a Transfer Agreement with the San Francisco Bay Area Water Emergency Transit Agency (WETA) to facilitate the construction and operation of a parking garage to provide public parking for the Baylink Ferry service.

In October 2000, the Redevelopment Agency entered into a DDA with the Callahan Property Company as the Master Developer of certain waterfront properties. Department of Finance approved this DDA as an enforceable obligation and the Agency funding obligation of \$12,000,000 appears on the Successor Agency ROPS under the Vallejo Station Parking Garage. Under the terms of the DDA, the Redevelopment Agency was required to transfer the two parcels to the City of Vallejo for construction of the Vallejo Station Parking Garage.

On January 12, 2010, the Redevelopment Agency and the City of Vallejo approved the transfer of these two parcels to allow the construction of the garage. The City constructed the garage with a variety of federal grants, state grants and other funding sources and is the owner of the garage. The recording of the grant deed transferring the parcels did not occur until September 20, 2011, due to a delay in completing the final legal descriptions based on the completed parking garage footprint. The federal grants require the City maintain ownership of the facilities built with the grant funds.

As a federal grant recipient, the City of Vallejo undertook a commitment to comply with the federal government's grant regulations. The regulations are contained in the U.S. FTA's Master Agreement For Federal Transit Administration Agreements authorized by 49 U.S.C. chapter 53, Title 23, United States Code (Highways), the National Capital Transportation Act of 1969, as amended; the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, the Transportation Equity Act for the 21st Century, as amended; or other Federal laws that FTA administers. Vallejo entered into this Master Agreement by virtue of becoming a federal grant recipient. Under Section 19 of that Master Agreement, Vallejo agreed to not encumber or transfer the property, and to keep it for the transportation-related use which it currently has, and for which it received federal funds. The following section of the Master Agreement sets forth Vallejo's responsibilities with regards to the parking garage parcels; in particular 19 (f) and (g) compelled the transfer to Vallejo (the recipient) once the grant funds attached:

Section 19. Use of Real Property, Equipment, and Supplies.

The Recipient understands and agrees that the Federal Government retains a Federal interest in any real property, equipment, and supplies financed with Federal assistance (Project property) until, and to the extent, that the Federal Government relinquishes its Federal interest that Project property. With respect to any Project property financed with Federal assistance under the Grant Agreement or Cooperative Agreement, the Recipient agrees to comply with the following provisions of this Master Agreement except to the extent FTA determines otherwise in writing:

- a. Use of Project Property. The Recipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to

support public transportation activities) for the duration of the useful life of that property, as required by FTA. Should the Recipient unreasonably delay or fail to use Project property during the useful life of that property, the Recipient agrees that it may be required to return the entire amount of the Federal assistance expended on that property. The Recipient further agrees to notify FTA immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Recipient has made in its Application or in the Project Description for the Grant Agreement or Cooperative Agreement for the Project.

- b. General. A Recipient that is a State, local, or Indian tribal government agrees to comply with the property management standards of 49 C.F.R. §§ 18.31 through 18.34, including any amendments thereto, and with other applicable Federal regulations and directives. A Recipient that is an institution of higher education or private nonprofit entity, agrees to comply with the property management standards of 49 C.F.R. §§ 19.30 through 19.37, including any amendments thereto, and with other applicable Federal regulations and directives. Any exception to the requirements of 49 C.F.R. §§ 18.31 through 18.34, or the requirements of 49 C.F.R. §§ 19.30 through 19.37, requires the express approval of the Federal Government in writing. A Recipient that is a for-profit entity agrees to comply with property management standards satisfactory to FTA. The Recipient also consents to FTA's reimbursement requirements for premature dispositions of certain Project equipment, as set forth in Subsection 19.g of this Master Agreement.
- c. Maintenance. The Recipient agrees to maintain Project property in good operating order, in compliance with any applicable Federal regulations or directives that may be issued.
- d. Records. The Recipient agrees to keep satisfactory records pertaining to the use of Project property, and submit to FTA upon request such information as may be required to assure compliance with this Section 19 of this Master Agreement.
- e. Incidental Use. The Recipient agrees that:
 - 1) General. Any incidental use of Project property will not exceed that permitted under applicable Federal laws, regulations, and directives.
 - 2) Alternative Fueling Facilities. As authorized by 49 U.S.C. § 5323(p), any incidental use of its federally financed alternative fueling facilities and equipment by nontransit public entities and private entities will be permitted, only if the:
 - i. Incidental use does not interfere with the Recipient's Project or public transportation operations;
 - ii. Recipient fully recaptures all costs related to the incidental use from the nontransit public entity or private entity;
 - iii. Recipient uses revenues received from the incidental use in excess of costs for planning, capital, and operating expenses that are incurred in providing public transportation; and
 - iv. Private entities pay all applicable excise taxes on fuel.

- f. Encumbrance of Project Property. The Recipient agrees to maintain satisfactory continuing control of Project property as follows:
- 1) Written Transactions. The Recipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal interest in that Project property.
 - 2) Oral Transactions. The Recipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.
 - 3) Other Actions. The Recipient agrees that it will not take any action adversely affecting the Federal interest in or impair the Recipient's continuing control of the use of Project property.
- g. Transfer of Project Property. The Recipient understands and agrees as follows:
- 1) Recipient Request. The Recipient may transfer any Project property financed with Federal assistance authorized under 49 U.S.C. chapter 53 to a public body to be used for any public purpose with no further obligation to the Federal Government, provided the transfer is approved by the Federal Transit Administrator and conforms with the requirements of 49 U.S.C. §§ 5334(h)(1) and (2).
 - 2) Federal Government Direction. The Recipient agrees that the Federal Government may direct the disposition of, and even require the Recipient to transfer, title to any Project property financed with Federal assistance under the Grant Agreement or Cooperative Agreement.
 - 3) Leasing Project Property to Another Party. If the Recipient leases any Project property to another party, the Recipient agrees to retain ownership of the leased Project property, and assure that the lessee will use the Project property appropriately, either through a written lease between the Recipient and lessee, or another similar document. Upon request by FTA, the Recipient agrees to provide a copy of any relevant documents.
- h. Disposition of Project Property. With prior FTA approval, the Recipient may sell, transfer, or lease Project property and use the proceeds to reduce the gross project cost of other eligible capital public transportation projects to the extent permitted by 49 U.S.C. § 5334(g)(4). The Recipient also agrees that FTA may establish the useful life of Project property, and that it will use Project property continuously and appropriately throughout the useful life of that property.
- 1) Project Property Whose Useful Life Has Expired. When the useful life of Project property has expired, the Recipient agrees to comply with FTA's disposition requirements.
 - 2) Project Property Prematurely Withdrawn from Use. For Project property withdrawn from appropriate use before its useful life has expired, the Recipient agrees as follows:
 - i. Notification Requirement. The Recipient agrees to notify FTA immediately when any Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.

- ii. Calculating the Fair Market Value of Prematurely Withdrawn Project Property. The Recipient agrees that the Federal Government retains a Federal interest in the fair market value of Project property prematurely withdrawn from appropriate use. The amount of the Federal interest in the Project property shall be determined by the ratio of the Federal assistance awarded for the property to the actual cost of the property. The Recipient agrees that the fair market value of Project property prematurely withdrawn from use will be calculated as follows:
 1. Equipment and Supplies. The Recipient agrees that the fair market value of Project equipment and supplies shall be calculated by straight-line depreciation of that property, based on the useful life of the equipment or supplies as established or approved by FTA. The fair market value of Project equipment and supplies shall be the value immediately before the occurrence prompting the withdrawal of the equipment or supplies from appropriate use. In the case of Project equipment or supplies lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of that equipment or supplies immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage. As authorized by 49 C.F.R. § 18.32(b), a State may use its own disposition procedures, provided that those procedures comply with the laws of that State.
 2. Real Property. The Recipient agrees that the fair market value of real property shall be determined either by competent appraisal based on an appropriate date approved by the Federal Government, as provided by 49 C.F.R. Part 24, or by straight line depreciation, whichever is greater.
 3. Exceptional Circumstances. The Recipient agrees that the Federal Government may require the use of another method to determine the fair market value of Project property. In unusual circumstances, the Recipient may request that another reasonable valuation method be used including, but not limited to, accelerated depreciation, comparable sales, or established market values. In determining whether to approve such a request, the Federal Government may consider any action taken, omission made, or unfortunate occurrence suffered by the Recipient with respect to the preservation of Project property withdrawn from appropriate use.
- iii. Financial Obligation to the Federal Government. The Recipient agrees to remit to the Federal Government the Federal interest in the fair market value of any Project property prematurely withdrawn from appropriate use. In the case of fire, casualty, or natural disaster, the Recipient may fulfill its obligations to remit the Federal interest by either:

1. Investing an amount equal to the remaining Federal interest in like-kind property that is eligible for assistance within the scope of the Project that provided Federal assistance for the Project property prematurely withdrawn from use; or
 2. Returning to the Federal Government an amount equal to the remaining Federal interest in the withdrawn Project property.
- i. Insurance Proceeds. If the Recipient receives insurance proceeds as a result of damage or destruction to the Project property, the Recipient agrees to:
- 1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
 - 2) Return to the Federal Government an amount equal to the remaining Federal interest in the damaged or destroyed Project property.

A copy of the relevant provision of the Master Agreement is attached to this letter for ease of reference.

In addition, these two parcels are subject to the Transfer Agreement between the City of Vallejo and WETA, which requires at Section 11.6 that the City provide 1200 spaces of public parking and other waterside facilities for operations of the Baylink Ferry service. The Transfer Agreement requires the City to own the 1200 parking spaces and have the sole responsibility for the operation and maintenance of the parking garage. The operations and maintenance costs will be funded by a parking revenue system. The Agency provided the land for the spaces and additional public funds were assembled through a series of grants for the construction of the public parking garage. Phase 1 of the parking garage has been completed. Pursuant to the Transfer Agreement, Sec. 11.6(b), "the City shall continue to make available sufficient parking," with approximately 700 parking spaces in the structure and another 500 parking spaces provided on an adjacent surface lot. Phase 2 of the parking structure will be completed following the relocation of a U. S. Post Office and identification of funding sources. Under the terms of the Transfer Agreement, implementation of existing redevelopment agreements and plans will not negatively impact WETA operations or provision of the public parking. A copy of the relevant provisions of the Transfer Agreement, officially titled "Ferry Service Operations Transfer Agreement by and between City of Vallejo and San Francisco Bay Area Water Emergency Transit Authority," is attached for ease of reference.

The Successor Agency legally and appropriately transferred APN 0055-170-360 and 0055-170-520 pursuant to an approved Enforceable Obligation for the construction and operation of a parking structure to provide public parking for Baylink Ferry service

Finding 2 – The RDA made unallowable asset transfers of \$ 12,782,588 to the Entity Assuming the Housing Functions. The asset transfers occurred after January 1, 2011, and the assets were not contractually committed to a third party prior to June 28, 2011.

The RDA transferred \$148,354 in unencumbered cash, \$2,466,222 in interest receivables, and \$10,168,012 in loan receivables to the Entity Assuming the Housing Functions on February 1, 2012.

City Response:

The City disputes your order to reverse these transfers. Upon conclusion of the Meet and Confer process, the City remitted check number 717461 in the amount of \$148,354 to Solano County on January 3, 2013.

The City disputes your order to reverse the transfers of housing interest and loan receivables amounting to \$12,634,234. Prior to the dissolution of the Redevelopment Agency, the City elected not to retain the housing assets and functions previously performed by the Redevelopment Agency per Resolution # 12-001 dated January 10, 2012, as permitted under Section 34176(b). This statute provides that upon redevelopment agency dissolution, if a city does not retain the authority to perform housing functions previously performed by a redevelopment agency, all rights, powers, assets, duties, and obligations associated with the housing activities of the agency, excluding enforceable obligations retained by the successor agency and any amounts in the Low and Moderate Income Housing Fund, shall be transferred to the Entity assuming the housing functions. The draft report bases its conclusion that the housing transfers were “unallowable” on the fact that at the time the housing assets were transferred to the Entity assuming the housing functions, the Vallejo Oversight Board had not approved the transfer. However, the Oversight Board was not in existence on February 1, 2012, when the Redevelopment Agency dissolved and the transfer took place. The Oversight Board was not created until May 2012, in accordance with the timeline for oversight board establishment set forth in the statute. Further, the Vallejo Oversight Board did approve the housing asset transfer on November 15, 2012.

The Oversight Board will meet on February 20, 2014, and a formal resolution will be presented to the Oversight Board ratifying the transfer of these housing assets pursuant to Health and Safety Code Secs. 34176 and 34181. We request that this finding be removed from the report or the report not be issued until we provide the State Controller with a copy of the Oversight Board’s adopted resolution.

Finally, the draft report recounts that at the exit conference, the SCO stated that the final report would include the views of responsible officials. We do not see these views reflected in the draft report, and respectfully request that they be included in the final report.

Thank you in advance for reviewing and considering our comments.

Sincerely,



DANIEL E. KEEN
City Manager

Attachments:

- USA Department of Transportation Federal Transit Administration, Master Agreement, October 2005
- Ferry Service Operations Transfer Agreement between City of Vallejo and San Francisco Bay Area Water Emergency Transportation Authority, May 2012

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

MASTER AGREEMENT

**For Federal Transit Administration Agreements authorized by
49 U.S.C. chapter 53, Title 23, United States Code (Highways),
the National Capital Transportation Act of 1969, as amended,
the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users,
the Transportation Equity Act for the 21st Century, as amended,
or other Federal laws that FTA administers.**

**FTA MA(12)
October 1, 2005**

http://www.fta.dot.gov/16874_16882_ENG_HTML.htm

Recipient agrees to indemnify, save, and hold harmless the Federal Government and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Recipient shall not be required to indemnify the Federal Government for any such liability caused by the wrongful acts of Federal employees or agents.

f. Restrictions on Access to Patent Rights. Nothing in this Section 18 of this Master Agreement pertaining to rights in data shall either imply a license to the Federal Government under any patent or be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.

g. Data Developed Without Federal Funding or Support. In connection with the Project, the Recipient may find it necessary to provide data developed without any Federal funding or support to the Federal Government. The requirements of Subsections 18.b, 18.c, and 18.d of this Master Agreement do not apply to data developed without Federal funding or support, even though that data may have been used in connection with the Project. Nevertheless, the Recipient understands and agrees that the Federal Government will not be able to protect data from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential."

h. Requirements to Release Data. To the extent required by U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," at 49 C.F.R. § 19.36(d), or by subsequent Federal laws or regulations, the Recipient understands and agrees that the data and information it submits to the Federal Government may be required to be released in accordance with the provisions of the Freedom of Information Act (or another Federal law providing access to such records).

Section 19. Use of Real Property, Equipment, and Supplies.

The Recipient understands and agrees that the Federal Government retains a Federal interest in any real property, equipment, and supplies financed with Federal assistance (Project property) until, and to the extent, that the Federal Government relinquishes its Federal interest that Project property. With respect to any Project property financed with Federal assistance under the Grant Agreement or Cooperative Agreement, the Recipient agrees to comply with the following provisions of this Master Agreement except to the extent FTA determines otherwise in writing:

a. Use of Project Property. The Recipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FTA. Should the Recipient unreasonably delay or fail to use Project property during the useful life of that property, the Recipient agrees that it may be required to return the entire amount of the Federal assistance expended on that property. The Recipient further agrees to notify FTA immediately when any

Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Recipient has made in its Application or in the Project Description for the Grant Agreement or Cooperative Agreement for the Project.

b. General. A Recipient that is a State, local, or Indian tribal government agrees to comply with the property management standards of 49 C.F.R. §§ 18.31 through 18.34, including any amendments thereto, and with other applicable Federal regulations and directives. A Recipient that is an institution of higher education or private nonprofit entity, agrees to comply with the property management standards of 49 C.F.R. §§ 19.30 through 19.37, including any amendments thereto, and with other applicable Federal regulations and directives. Any exception to the requirements of 49 C.F.R. §§ 18.31 through 18.34, or the requirements of 49 C.F.R. §§ 19.30 through 19.37, requires the express approval of the Federal Government in writing. A Recipient that is a for-profit entity agrees to comply with property management standards satisfactory to FTA. The Recipient also consents to FTA's reimbursement requirements for premature dispositions of certain Project equipment, as set forth in Subsection 19.g of this Master Agreement.

c. Maintenance. The Recipient agrees to maintain Project property in good operating order, in compliance with any applicable Federal regulations or directives that may be issued.

d. Records. The Recipient agrees to keep satisfactory records pertaining to the use of Project property, and submit to FTA upon request such information as may be required to assure compliance with this Section 19 of this Master Agreement.

e. Incidental Use. The Recipient agrees that:

(1) General. Any incidental use of Project property will not exceed that permitted under applicable Federal laws, regulations, and directives.

(2) Alternative Fueling Facilities. As authorized by 49 U.S.C. § 5323(p), any incidental use of its federally financed alternative fueling facilities and equipment by nontransit public entities and private entities will be permitted, only if the:

(1) Incidental use does not interfere with the Recipient's Project or public transportation operations;

(2) Recipient fully recaptures all costs related to the incidental use from the nontransit public entity or private entity;

(3) Recipient uses revenues received from the incidental use in excess of costs for planning, capital, and operating expenses that are incurred in providing public transportation; and

(4) Private entities pay all applicable excise taxes on fuel.

f. Encumbrance of Project Property. The Recipient agrees to maintain satisfactory continuing control of Project property as follows:

(1) Written Transactions. The Recipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal interest in that Project property.

(2) Oral Transactions. The Recipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.

(3) Other Actions. The Recipient agrees that it will not take any action adversely affecting the Federal interest in or impair the Recipient's continuing control of the use of Project property.

g. Transfer of Project Property. The Recipient understands and agrees as follows:

(1) Recipient Request. The Recipient may transfer any Project property financed with Federal assistance authorized under 49 U.S.C. chapter 53 to a public body to be used for any public purpose with no further obligation to the Federal Government, provided the transfer is approved by the Federal Transit Administrator and conforms with the requirements of 49 U.S.C. §§ 5334(h)(1) and (2).

(2) Federal Government Direction. The Recipient agrees that the Federal Government may direct the disposition of, and even require the Recipient to transfer, title to any Project property financed with Federal assistance under the Grant Agreement or Cooperative Agreement.

(3) Leasing Project Property to Another Party. If the Recipient leases any Project property to another party, the Recipient agrees to retain ownership of the leased Project property, and assure that the lessee will use the Project property appropriately, either through a written lease between the Recipient and lessee, or another similar document. Upon request by FTA, the Recipient agrees to provide a copy of any relevant documents.

h. Disposition of Project Property. With prior FTA approval, the Recipient may sell, transfer, or lease Project property and use the proceeds to reduce the gross project cost of other eligible capital public transportation projects to the extent permitted by 49 U.S.C. § 5334(g)(4). The Recipient also agrees that FTA may establish the useful life of Project property, and that it will use Project property continuously and appropriately throughout the useful life of that property.

(1) Project Property Whose Useful Life Has Expired. When the useful life of Project property has expired, the Recipient agrees to comply with FTA's disposition requirements.

(2) Project Property Prematurely Withdrawn from Use. For Project property withdrawn from appropriate use before its useful life has expired, the Recipient agrees as follows:

(a) Notification Requirement. The Recipient agrees to notify FTA immediately when any Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.

(b) Calculating the Fair Market Value of Prematurely Withdrawn Project Property.

The Recipient agrees that the Federal Government retains a Federal interest in the fair market value of Project property prematurely withdrawn from appropriate use. The amount of the Federal interest in the Project property shall be determined by the ratio of the Federal assistance awarded for the property to the actual cost of the property. The Recipient agrees that the fair market value of Project property prematurely withdrawn from use will be calculated as follows:

1. Equipment and Supplies. The Recipient agrees that the fair market value of Project equipment and supplies shall be calculated by straight-line depreciation of that property, based on the useful life of the equipment or supplies as established or approved by FTA. The fair market value of Project equipment and supplies shall be the value immediately before the occurrence prompting the withdrawal of the equipment or supplies from appropriate use. In the case of Project equipment or supplies lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of that equipment or supplies immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage. As authorized by 49 C.F.R. § 18.32(b), a State may use its own disposition procedures, provided that those procedures comply with the laws of that State.

2. Real Property. The Recipient agrees that the fair market value of real property shall be determined either by competent appraisal based on an appropriate date approved by the Federal Government, as provided by 49 C.F.R. Part 24, or by straight line depreciation, whichever is greater.

3. Exceptional Circumstances. The Recipient agrees that the Federal Government may require the use of another method to determine the fair market value of Project property. In unusual circumstances, the Recipient may request that another reasonable valuation method be used including, but not limited to, accelerated depreciation, comparable sales, or established market values. In determining whether to approve such a request, the Federal Government may consider any action taken, omission made, or unfortunate occurrence suffered by the Recipient with respect to the preservation of Project property withdrawn from appropriate use.

(c) Financial Obligations to the Federal Government. The Recipient agrees to remit to the Federal Government the Federal interest in the fair market value of any Project property prematurely withdrawn from appropriate use. In the case of fire, casualty, or natural disaster, the Recipient may fulfill its obligations to remit the Federal interest by either:

1. Investing an amount equal to the remaining Federal interest in like-kind property that is eligible for assistance within the scope of the Project that provided Federal assistance for the Project property prematurely withdrawn from use; or

2. Returning to the Federal Government an amount equal to the remaining Federal interest in the withdrawn Project property.

i. Insurance Proceeds. If the Recipient receives insurance proceeds as a result of damage or destruction to the Project property, the Recipient agrees to:

(1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or

(2) Return to the Federal Government an amount equal to the remaining Federal interest in the damaged or destroyed Project property.

j. Transportation - Hazardous Materials. The Recipient agrees to comply with applicable requirements of U.S. Pipeline and Hazardous Materials Safety Administration regulations, "Shippers - General Requirements for Shipments and Packagings," 49 C.F.R. Part 173, in connection with the transportation of any hazardous materials.

k. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Recipient's knowledge and consent, the Recipient agrees to restore the Project property to its original condition or refund the value of the Federal interest in that property, as the Federal Government may require.

l. Responsibilities After Project Closeout. The Recipient agrees that Project closeout by FTA will not change the Recipient's Project property management responsibilities as stated in Section 19 of this Master Agreement, and as may be set forth in subsequent Federal laws, regulations, and directives, except to the extent the Federal Government determines otherwise in writing.

Section 20. Insurance.

In addition to other insurance requirements that may apply, the Recipient agrees as follows:

a. Minimum Requirements. At a minimum, the Recipient agrees to comply with the insurance requirements normally imposed by its State and local laws, regulations, and ordinances, except to the extent that the Federal Government determines otherwise in writing.

b. Flood Hazards. To the extent applicable, the Recipient agrees to comply with the flood insurance purchase provisions of section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), with respect to any Project activity involving construction or an acquisition having an insurable cost of \$10,000 or more.

Section 21. Relocation.

When relocation of individuals or businesses is required, the Recipient agrees as follows:

a. Relocation Protections. The Recipient agrees to comply with 49 U.S.C. § 5324(a), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 *et seq.*; and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally

**FERRY SERVICE OPERATIONS
TRANSFER AGREEMENT**

by and between

CITY OF VALLEJO

and

SAN FRANCISCO BAY AREA WATER
EMERGENCY TRANSPORTATION AUTHORITY

FINAL 5/24/2012

right on behalf of City shall at all times be accompanied by a WETA representative with appropriate MARSEC credentials. In the event of an emergency, City shall have the right to enter the Rights Area and the Temporary Rights Area, as the case may be, without prior notice to WETA, provided that City shall be accompanied by a law enforcement officer or a MARSEC credentialed person as required by MARSEC, and City shall advise WETA of its entry as soon as reasonably practicable and City shall limit its activities to those necessary to remove the immediate threat to public health and safety. City's exercise of the right of entry provided under this Section 11.5(a)(ii)(C) shall not be construed or deemed a breach of WETA's rights under this Agreement.

(D) Improvements and Alterations. WETA shall have the right to carry out capital improvement projects required to maintain the Waterside Assets, subject to the Redevelopment Agreements, applicable Law and (including the Waterfront Plan and all existing entitlements), upon securing all necessary authorizations, including any authorizations or written agreements required by City for similar projects in the ordinary course of business.

(E) Surrender. Upon expiration or earlier termination of this Agreement, and subject to City's and WETA's successors' rights to reacquire or acquire the Acquired Assets pursuant to Section 11.3(g), WETA shall surrender to City the Rights Area and the Temporary Rights Area and any alterations existing on the Effective Date (if the same are still existing) and improvements in at least as good condition as existing on the Closing Date (except for ordinary wear and tear). The Rights Area and the Temporary Rights Area shall be surrendered clean, free of vessels, debris, waste and any Hazardous Materials for which WETA is otherwise responsible under the terms of this Agreement, and free of all liens and encumbrances imposed or allowed by or through WETA or otherwise attributable to WETA or its operation of the Service, except for any applicable Grant Agreements (provided, however that any Grant Claim shall be handled as provided in Section 11.3(g), Section 9.5 and Section 9.8). If WETA fails to surrender the Rights Area and the Temporary Rights Area as required by this Section, WETA shall indemnify defend and hold harmless City from any damages resulting from such failure in accordance with Sections 9.5 hereof. WETA's obligation under this Section shall survive the expiration or earlier termination of the Term. Upon expiration or earlier termination of this Agreement, City may elect to retain or dispose of WETA's personal property and any alterations and improvements that WETA has installed in the Rights Area or the Temporary Rights Area that WETA fails to remove within ten (10) days or receipt of notice from City of City's intention. WETA shall have the right to enter the Rights Area and the Temporary Rights Area to remove WETA's personal property at any time prior to the expiration of such ten (10) day notice period. WETA's personal property not removed by WETA within such ten (10) day notice period shall be deemed abandoned, and WETA waives all Claims against City for any damages resulting from City's retention, removal and disposition of such property. WETA shall be liable to City for all costs incurred by City in storing, removing and disposing of WETA's abandoned property, and in repairing any damage to the Rights Area, the Temporary Rights Area and Landside Assets resulting from such removal. WETA agrees that City may elect to sell abandoned property and offset the proceeds against the costs incurred by City to store, remove and dispose of such property without notice to WETA. WETA hereby waives the benefits of California Civil Code Section 1993 to the extent applicable.

Section 11.6 Parking.

(a) Prior to completion of the Parking Structure, City shall continue to provide free parking (in the City Lot and/or on-street) for ferry patrons until Phase 1 of the Parking Structure is complete and available for ferry patron use. Until such time as the Phase 1 Parking Structure is available for ferry patrons' use, WETA shall reimburse City for the actual out-of-pocket costs incurred by City for maintaining the City Lot, including such items as general pavement maintenance, sweeping services; lighting and landscaping, consistent with costs currently charged by City to the Service. Detailed provisions with respect to the process for establishing a WETA-approved budget for such expenses as part of the calculation of WETA's Triple Net Cost payment obligation, are set forth in Section 11.7.

(b) Upon Completion of Phase 1 of the Parking Structure, City shall continue to make available sufficient parking (not to exceed 1,200 spaces) for ferry patrons, based upon WETA's projected peak period ridership. Approximately 700 spaces will be in the Parking Structure with the balance (up to 500) in adjacent paved surface lots or on the street. Once Phase 1 of the Parking Structure is complete and available for ferry patron parking (anticipated to occur in June, 2012), City will implement a Parking Management Plan & Parking Access Revenue Control System Plan and will likely restrict ferry patron parking to Phase 1 of the Parking Structure and designated surface parking lots or on the street in the vicinity of the Parking Structure. Other on-street parking and parking in other paved lots in the vicinity of the Ferry Landing Area will likely be restricted (probably with 3± hour time limits) and/or subject to parking fees.

(c) Phase 2 of Parking Structure. Subject to the availability of funding, it is anticipated that Phase 2 of the Parking Structure will be completed following relocation of a U.S. Post Office. At present it is anticipated that, in connection with Phase 2 of the Parking Structure, certain Agency and private funds will be utilized for construction of the deck on which a hotel/conference center will be constructed. City shall continue to make available sufficient parking (not to exceed 1,200 spaces) for ferry patrons at all times, including during construction of Phase 2, based upon WETA's projected peak period ridership from time to time during the Term. Upon completion of the Phase 2 of the Parking Structure, it is anticipated that all such parking will be in the Parking Structure.

(d) Parking Charges. City shall be solely responsible for operating and maintaining the Parking Structure, at City's sole cost and expense. As such, City reserves the right to implement a downtown parking management plan, restrict street parking as necessary and charge ferry patrons a fee for parking at a level sufficient to recover operation, maintenance and capitalized maintenance costs. However, City and WETA staff share the concern that charging for parking could be a disincentive for people to ride the ferry and agree to work together to identify options to charging for parking – particularly as it relates to the monthly riders. To that end, while City shall have sole discretion in setting parking fees (subject to limitations imposed by funding sources restricting parking fees to amounts necessary to recover City's costs of operating of the Parking Structure) if City determines to impose parking charges, City shall advise WETA in advance of the initiation of the initial parking fees and any fee changes, and upon WETA's request shall meet and confer with WETA to discuss the impact of parking fees on the Service. WETA may elect to subsidize parking costs in order to offset potential impacts of parking fees on ferry patrons and the Service. Subject to the availability of

funding, City shall work with WETA to implement Clipper card or similar technology in the Parking Structure in order to facilitate ferry patron payment of parking fees.

(e) **Agency Obligations.** All parking facilities and areas are located in City's Merged Waterfront-Marina Vista-Central Vallejo Redevelopment Project Area ("Merged Project Area") but are owned by City. This Agreement and WETA's rights hereunder shall be subject to pre-existing rights and agreements (indicated on Exhibit P, copies of which City has provided to WETA for review) and future amendments to existing developer agreements, to the extent permitted by applicable Law ("Redevelopment Agreements"), provided that, to the extent within Agency's control, such amendments do not materially negatively impact any rights of WETA under this Agreement, any Ancillary Documents or exhibits hereto, or applicable Law. Subject to the rights of WETA under this Agreement, City and/or Agency shall retain all rights to use and/or redevelop such areas consistent with the Redevelopment Plan for the Merged Project Area. City shall provide, and shall ensure that the Agency provides, that any agreement pursuant to which any third party that is assigned, transferred, contracted to operate, or otherwise conveyed any interest with respect to the Parking Structure shall include and be subject to the provisions of the same WETA rights with respect to the Parking Structure that are provided to WETA pursuant to this Agreement, and shall provide that WETA shall be a third party beneficiary for purposes of enforcing such rights.

Section 11.7 City Services and Cost Reimbursement.

(a) **City Services.** It is anticipated by both WETA and City that during the Term, City will arrange for certain services to be provided for the benefit of the Service on an annual basis, potentially including such items as City Lot maintenance, security guard services, provision of utilities to Waterside Assets, capital project and grant administration services. City and WETA shall work to develop a scope of work and associated budget for these services prior to the beginning of each fiscal year as further defined in Section 11.7(b).

(b) **City Services Budget Approval Process.** During the Term, no later than April 1st of each year, City shall submit to WETA for its review and approval, a proposed schedule of operations, maintenance and project support services and related annual budget based upon City's best estimate of the actual Triple Net Costs that City anticipates it will incur in the next fiscal year with respect to the Service for which City is entitled to reimbursement hereunder. Such proposed budget shall include (i) reasonable overhead expenses for City staff time directly and exclusively attributable to ongoing project and grant administration for the Capital Projects identified in Exhibit E computed on the same basis as costs that are generally allocated within City; (ii) City's actual out-of-pocket costs incurred to maintain the City Lot until completion of Phase 1 of the Parking Structure, including general pavement maintenance, sweeping services, and lighting and landscaping, consistent with costs charged by City to the Service as of the Effective Date; (iii) actual, agreed-upon costs that City incurs at WETA's request for provision of non-MARSEC Security for the benefit of the Service; (iv) the estimated annual cost to be incurred by City to provide electric, water, sewage telephone or other utilities or similar services to the Waterside Assets; and (v) the actual, agreed upon costs incurred by City directly attributable to the Service, including reasonable overhead expenses for City staff or time directly and exclusively attributable to the Service (provided such charges are not assessed as Additional Rent under the Ferry Building Lease, the Existing Ferry Facilities Sublease and/or the

**State Controller's Office
Division of Audits
Post Office Box 942850
Sacramento, CA 94250-5874**

<http://www.sco.ca.gov>

S13-RDB-901

WHEN RECORDED, MAIL TO:

CITY OF VALLEJO
OFFICE OF THE CITY CLERK, 3RD FLOOR
P. O. BOX 3068
555 SANTA CLARA STREET
VALLEJO, CA 94590

**EXEMPT FROM RECORDING FEES
PURSUANT TO GOVERNMENT CODE
SECTION 6103**

CITY OF VALLEJO
SEP 2 2011
PUBLIC WORKS DEPT.
C

Recorded in Official Records,
Solano County
Doc#: 201100082873
9/20/2011 10:58 AM

CONFORMED COPY

CITY OF VALLEJO
GRANT DEED
TRANSFERRING PARCELS 2 AND 112 – VALLEJO STATION PARKING STRUCTURE IN
CENTRAL WATERFRONT OWNED BY THE VALLEJO REDEVELOPMENT AGENCY TO THE
CITY OF VALLEJO

RECORDING REQUESTED BY
Redevelopment Agency

WHEN RECORDED MAIL TO:
City Clerk
City of Vallejo
555 Santa Clara Street
Vallejo, CA 94590

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.: 0055-170-360 and 0055-170-520
File No.: 0192-2043172 (BT)

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **Redevelopment Agency of the City of Vallejo, a public body corporate and politic**

Hereby, GRANT(S) to **City of Vallejo, a municipal corporation**

the following described property in the City of **Vallejo**, County of **Solano**, State of **California**, as more particularly described in Exhibit "A" attached hereto and made a part hereof.

Dated: 9/16/11

**Redevelopment Agency of the City of Vallejo,
a public body corporate and politic**

By: Phil Batchelor

Name/Title: Phil Batchelor
Executive Director

"EXHIBIT A"

LEGAL DESCRIPTION

Real property in the City of Vallejo, County of Solano, State of California, described as follows:

PARCEL ONE:

PARCEL 112, AS SHOWN ON THE PARCEL MAP FILED NOVEMBER 20, 1968 IN BOOK 3 OF PARCEL MAPS, PAGE 13, SOLANO COUNTY RECORDS.

PARCEL TWO:

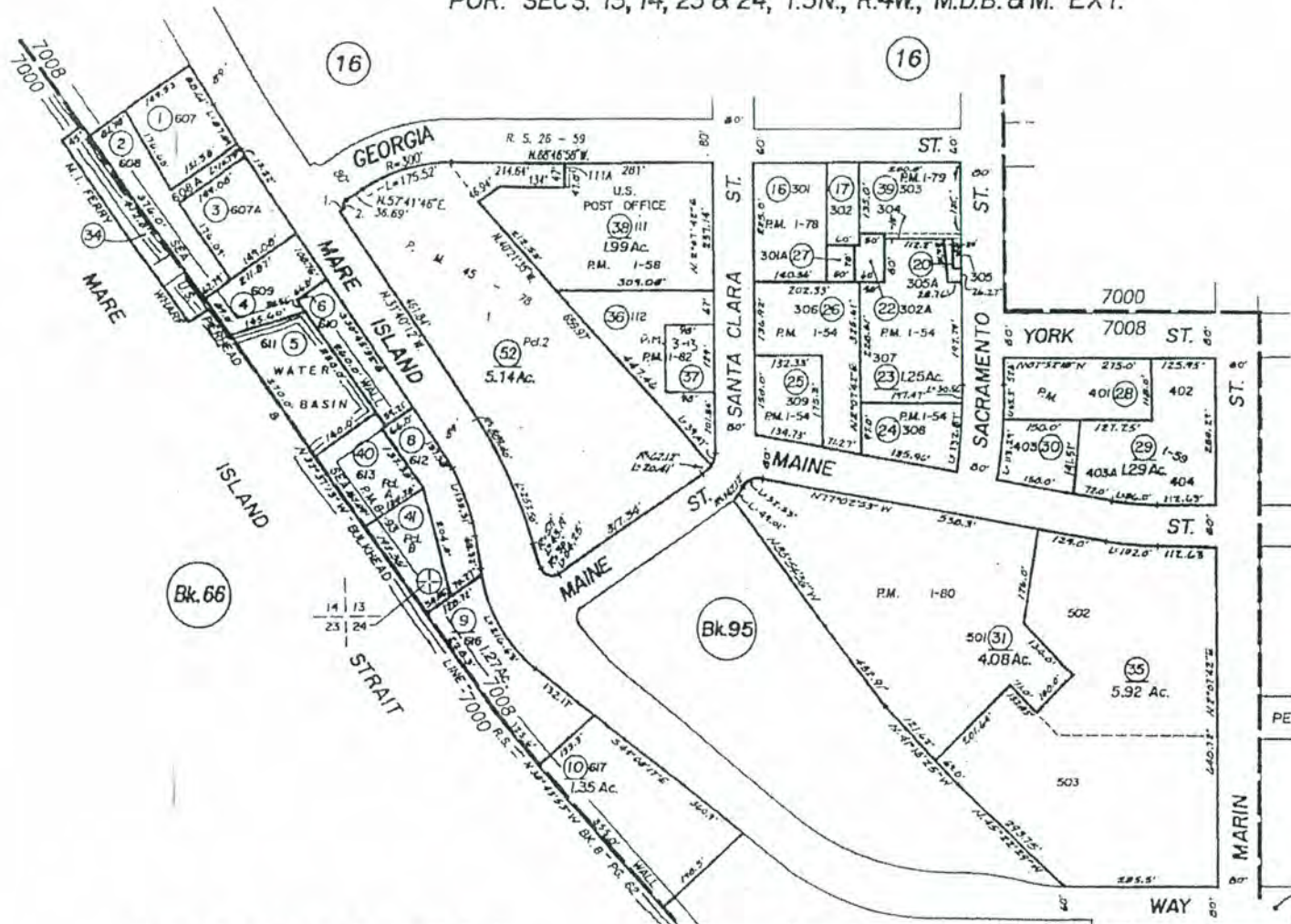
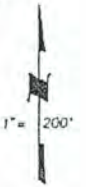
PARCEL TWO, AS SHOWN AND SO DESIGNATED ON THAT CERTAIN PARCEL MAP RECORDED AUGUST 2, 2004, IN BOOK 45 OF PARCEL MAPS AT PAGE 78, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SOLANO.

0055-170-360 (as to Parcel One) and 0055-170-520 (as to Parcel Two)

POR. MARINA VISTA PROJECT
 R. M. 23-51
POR. SEC'S. 13, 14, 23 & 24, T.3N., R.4W., M.D.B. & M. EXT.

Tax Area Code
7008
7000

55-17



1.	N 58°19'48"E	10.58'
2.	R=11'	L= 17.13'
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

Marina Vista Project R.M., Bk. 23 Pg. 51
 Mariners Landing Unit 2 R.M. Bk. 42 Pg. 84

Georgia St. (Rt)	8-30-04	SE
170-52 (Pm)	8-2-04	SE
170-51 (Ox)	10-28-03	JS
170-46,47 (Chg. &)		
170-50 (Ox)	5-2-02	JS
REVISION	DATE	BY

NOTE: Assessor's Block Numbers Shown in Ellipses
 Assessor's Parcel Numbers Shown in Circles

CITY OF VALLEJO
Assessor's Map Bk. 55 Pg. 17
County of Solano, Calif.

05-06

NOV 04 2004

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TENTATIVE PARCEL MAP VALLEJO STATION

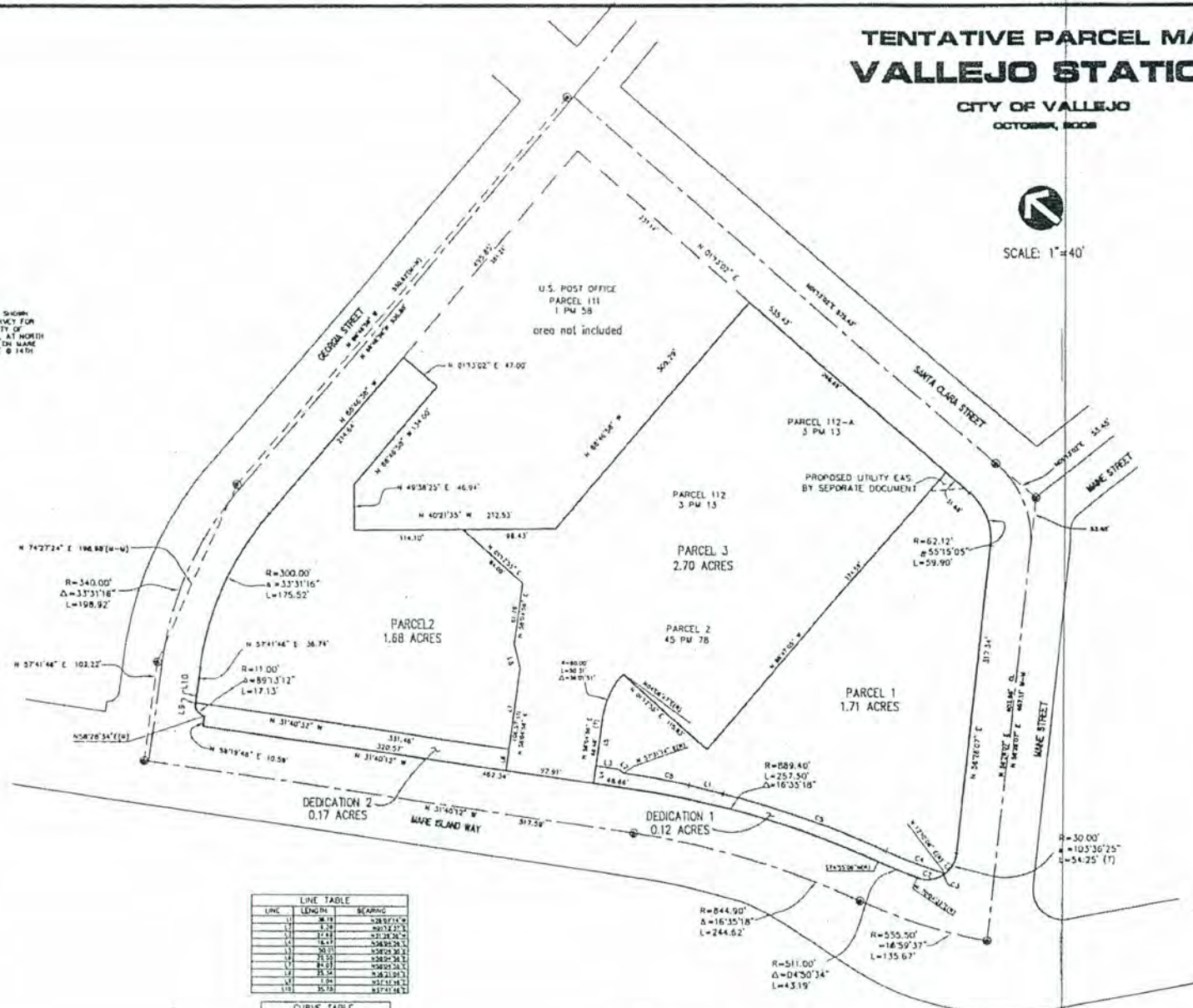
CITY OF VALLEJO
OCTOBER, 2008



SCALE: 1"=40'

BASIS OF BEARINGS
TAKEN AS "N 34°27'31" W BETWEEN POINTS 9683 AND 9670 AS SHOWN ON RECORD OF SURVEY 23 15 23 "OPS GEODETIC CONTROL SURVEY FOR VALLEJO SANITATION AND FLOOD CONTROL DISTRICT AND THE CITY OF VALLEJO", POINT 9683 IS ON WARE ISLAND IN A CONCRETE BIAL AT NORTH END OF "A" STREET SOUTHWEST OF DRAIN RAIL. POINT 9670 IS ON WARE ISLAND IN CL OF RR TRACK ON EAST SIDE OF WATERFRONT AVE @ 14TH STREET WAGGS CALIFORNIA ZONE 3.

- LEGEND**
- BOUNDARY
 - PROPOSED LOT LINE
 - EXISTING R/W
 - EXISTING CL
 - MONUMENT LINE
 - EXISTING EASEMENT
 - RESTRICTED ACCESS PER 42 SD 83
 - FOUND STD. STREET MONUMENT
 - REFERENCE LABEL
 - (R) RADIAL
 - (SC) STORM DRAIN EASEMENT
 - (SS) SANITARY SEWER EASEMENT
 - (WL) WATER LINE EASEMENT
 - (PU) PUBLIC UTILITIES EASEMENT
 - (PG&E) PACIFIC GAS & ELECTRIC EASEMENT
 - (ST) STREET TREE EASEMENT



LINE	LENGTH	BEARING
L1	36.33	S28°27'14"
L2	8.78	S80°52'21"
L3	12.44	S31°38'26"
L4	18.41	S58°02'28"
L5	28.55	S58°02'28"
L6	72.99	S58°02'28"
L7	84.93	S58°02'28"
L8	35.24	S45°19'42"
L9	35.70	S72°14'44"

CURVE	LENGTH	RADIUS	DELTA
C1	24.71	30.00	243.82°
C2	44.40	30.00	243.82°
C3	8.97	30.00	151.22°
C4	81.78	40.00	128.82°
C5	177.78	118.70	103.88°
C6	39.21	125.00	83.12°



**VALLEJO STATION
PROPOSED PARCELS**

SHEET 3 OF 3

cd JOB NO. 09-1019-10

PRELIMINARY

0919TMS DMC

Attachment d.

CITY OF VALLEJO

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed for Parcels 2 and 112, dated ~~September 16, 2011~~ the Redevelopment Agency of the City of Vallejo, a public body corporate and politic, to the City of Vallejo, a Municipal Corporation, is hereby accepted by the undersigned officer or agent on behalf of the City of Vallejo pursuant to authority conferred by Resolution No. 09-228 N.C. of the City Council of the City of Vallejo adopted on October 6, 2009, and the grantee consents to recordation thereof by its duly authorized officer.

DATED: 8/14/2011

BY: Phil Batchelor
Phil Batchelor
Interim City Manager

(CITY SEAL)

ATTEST: Dawn G. Abrahamson
Dawn G. Abrahamson
City Clerk

APPROVED AS TO FORM: Frederick G. Soley
Frederick G. Soley
City Attorney

RESOLUTION NO. 09- 228 N.C.

RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT CONVEYANCES TO THE CITY OF INTERESTS IN REAL PROPERTY AND CONSENT TO THE RECORDATION OF SUCH INSTRUMENTS AND TO CONSENT TO THE RECORDATION OF OFFERS OF DEDICATION

BE IT RESOLVED by the Council of the City of Vallejo as follows:

WHEREAS, the City Council adopted Resolution No. 00-440 N.C. authorizing the City Manager to accept certain types of easements related to waterlines, landscape, public utility, street light, traffic related, grading related and setback easements; and

WHEREAS, the City Council desires to broaden the scope of conveyances and add the ability to accept irrevocable dedications of real property to the City for public purposes that the City Manager, or his or designee, can accept so that these matters can be handled more expeditiously by administrative staff, and no longer require Council consideration for approval and acceptance.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Vallejo as follows:

1. The City Manager, or his or her designee, is hereby authorized to accept on the behalf of the City of Vallejo all deeds and/or grants conveying to the City of Vallejo for any public purpose any interest in or easement upon real property and that the written acceptance of such deeds or grants by the City Manager, or his or her designee, shall also constitute the consent of the City to the recordation of such instruments.

2. The City Manager, or his or her designee, is hereby authorized to consent to on the behalf of the City of Vallejo all irrevocable offers of dedications to the City of Vallejo of real property for any public purpose, including but not limited to, streets, highways, paths, alleys, including access rights and abutters' rights, drainage, open space, public utility or other public easements, or parks or other public places.

3. The City Clerk is hereby authorized and directed to transmit and record any conveyance or dedication accepted by the City Manager, or his or her designee, with the County Recorder.

BE IT FURTHER RESOLVED that Resolution No. 00-440 N.C. is hereby repealed in its entirety.

ADOPTED by the City Council of the City of Vallejo at a regular meeting held on October 6, 2009 by the following vote:

AYES:	Mayor Davis, Vice Mayor Sunga, Councilmembers Bartee, Gomes, Hannigan, Schivley and Wilson
NOES:	None
ABSENT:	None
ABSTENTION:	None


OSBY DAVIS, Mayor

ATTEST:


AILEEN M. WEDDELL, INTERIM CITY CLERK



NOTES

- 1) TIDELAND SURVEYS SHOWN HEREON PER OPTICAL SURVEYS AND PATENTS: TIDELAND SURVEY NO. 3 SURVEY NO. 4 SURVEY DATE OF FEBRUARY 27, 1863 TIDELAND SURVEY NO. 21 SURVEY DATE OF MAY 11, 1867 TIDELAND SURVEY NO. 22 SURVEY DATE OF MAY 20, 1867
- 2) THE (1876) INTERPOLATED MEAN HIGH WATER AND INTERPOLATED MEAN LOW WATER LINES SHOWN HEREON ARE BASED ON THE COAST SURVEY HYDROGRAPHIC CHART REGISTER NO. 1322
- 3) THE (1864) INTERPOLATED MEAN HIGH WATER AND INTERPOLATED MEAN LOW WATER LINES SHOWN HEREON ARE BASED ON THE COAST SURVEY HYDROGRAPHIC CHART REGISTER NO. 848
- 4) ELEVATIONS USED FOR THE INTERPOLATED MEAN HIGH AND MEAN LOW WATER LINES ARE BASED ON THE MEAN SEA LEVEL VALUES USED IN DETERMINING THE LOCATION OF THE 1864 AND 1876 WATERLINES:
 - A. HIGH WATER (REFRESH) SPOT ELEV. 7.87'
 - B. MEAN HIGH WATER ELEV. 5.13'
 - C. MEAN LOWER LOW WATER ELEV. 0.00'
 - D. MEAN LOWER LOW WATER ELEV. 0.96'
 ALL ELEVATIONS ARE MEAN LOWER LOW WATER.
- 5) THIS PLAT HAS NOT BEEN APPROVED BY THE STATE LANDS COMMISSION, AND DOES NOT CONSTITUTE AN OFFICIAL STATEMENT OF THE BOUNDARY LINES OF ANY STATE OWNED LANDS DEPICTED THEREON. THIS PLAT CONSTITUTES A PRELIMINARY PLAT ONLY AND IS SUBJECT TO CHANGE.

LEGEND

- EXISTING TRUST TERMINATION PARCELS
- GRANT PER CHAP. 588 STATS. 2004
- GRANT PER CHAP. 24 STATS. 1962
- TIDELAND SURVEY NO. 21 TIDELAND SURVEY NO. 22 AND TIDELAND SURVEY NO. 23
- MEAN HIGH WATER INTERPOLATED (1876)
- MEAN LOW WATER INTERPOLATED (1876)

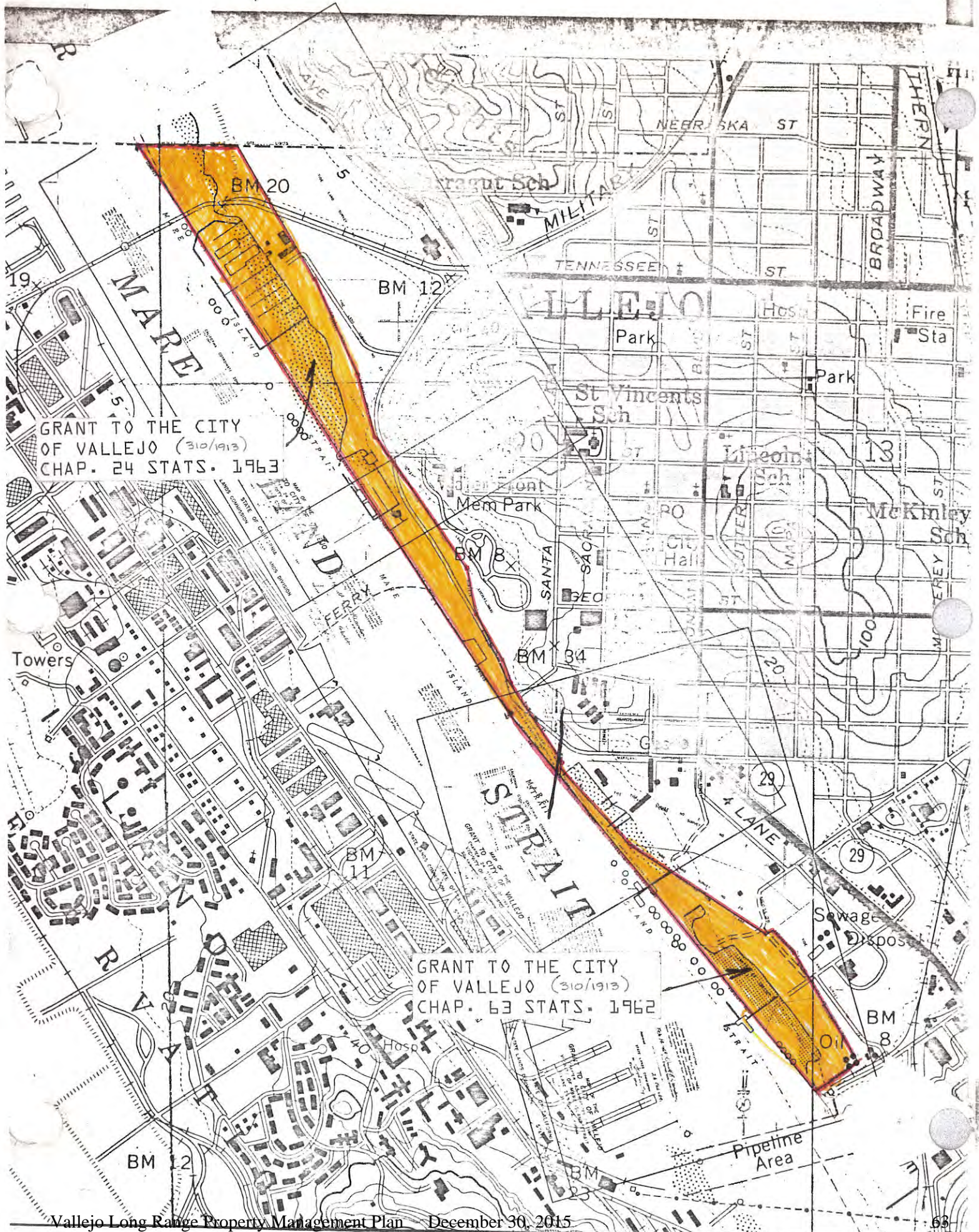
BASE MAP

USGS HIGH RESOLUTION ORTHOMAP, SAN FRANCISCO - OAKLAND, ORIGINATOR: NATIONAL GEOSPATIAL-INTELLIGENCE AGENCY (NGA), PUBLICATION DATE: 2004, PHOTO DATE: 10/21/2003 - 02/27/2004

CALIFORNIA STATE LANDS COMMISSION

CITY OF VALLEJO GRANT

CITY OF VALLEJO SOLANOCOUNTY	
DRAWING NAME:	2
DATE:	12/22/09
SCALE:	1"=200'
2 OF 6	



GRANT TO THE CITY OF VALLEJO (310/1913) CHAP. 24 STATS. 1963

GRANT TO THE CITY OF VALLEJO (310/1913) CHAP. 63 STATS. 1962

Under No. 601064
Escrow No.
Loan No.

PG 70889

Recorded At Request Of
FIRST AMERICAN TITLE GUAR

8:30 A.M.

BOOK JUN 17 1988

OFFICIAL RECORDS
SOLANO COUNTY CALIF.

3380

Rose J. [Signature]

RD. Recorder

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WHEN RECORDED MAIL TO:
REDEVELOPMENT AGENCY OF
THE CITY OF VALLEJO
355 Santa Clara Street
Vallejo, California 94590
ATTENTION: Al Da Silva

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

DOCUMENTARY TRANSFER TAX \$ NONE - EXEMPT

Computed on the consideration or value of property conveyed; OR
Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

FIRST AMERICAN TITLE GUARANTY
Signature of Declarant or Agent Guaranteeing tax - Firm Name

CORPORATION GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, KAISER STEEL CORPORATION, formerly Kaiser Steel (Delaware), Inc., a Delaware Corporation, Successor in interest by merger to Kaiser Steel Corporation, a Nevada Corporation, Debtor-in-Possession pursuant to Chapter 11 Filing No. 87-B-1553E in U. S. Bankruptcy Court, District of Colorado, a corporation organized under the laws of the State of Delaware, does hereby

GRANT to the REDEVELOPMENT AGENCY OF THE CITY OF VALLEJO, a Body Corporate and Politic

the real property in the City of Vallejo
County of Solano, State of California, described as

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION

The estate and interest being transferred is a Fee as to Parcels 1 through 11 inclusive,
and a Leasehold as to Parcels 12 and 13.

Dated June 14, 1988

KAISER STEEL CORPORATION, a Delaware Corporation

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

On June 15, 1988 before me,

the undersigned a Notary Public in and for said State, personally appeared LAUREN A. BRADFORD

and XXXXXX

personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as

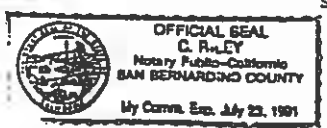
SENIOR VICE President and

Secretary,

on behalf of KAISER STEEL CORPORATION

By *Clark Bradford*
Vice President

By XXXXXX Secretary



CYNTHIA L. RILEY
10240 PROX ROUTE, # 213
RANCHO CUCAMONGA, CA 91730

the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal

*Visit parcels
On through Engh
F E Levan*

B-5

PT-2

EXHIBIT "A"

PG 70890

LEGAL DESCRIPTION

REAL PROPERTY in the County of Solano, State of California, described as follows:

AS TO A FEE ESTATE

PARCEL NO. 1:

The Parcel of Land delineated and designated as "Parcel H" on the map entitled: "partition Map of Tideland Survey No. 2 and Tide. and Survey No. 20", etc., hereinafter referred to, and more particulary described as follows:

COMMENCING at the point of intersection of Western boundary line of Sonoma Street (also known as Mono Street) with the Southern Boundary line of Maryland Street, said streets being as shown and designated on that certain map entitled: "Map of the City of Vallejo", surveyed by E.H. Rowe, C.E., and filed for record in the Office of the Recorder of the County of Solano, State of California, September 19, A.D. 1868, and now appearing of record in Liber 1 of Maps, Page 123, Solano County Records; thence along said Western boundary line of Sonoma Street, (also known as Mono Street) and the direct extension Southerly thereof, South 1°06'30" West, 326.02 feet to the true point of beginning of the parcel described herein, said point of beginning being also the Southeastern corner of Parcel "L"; thence continuing along said last-mentioned course South 1°06'30" West, 15.15 feet; thence South 50°56'00" West, 522.37 feet to an angle point in the Northeastern boundary line of Parcel "O"; thence along said Northeastern boundary line of Parcel "O", North 40°01'30" West, 270.77 feet to a point in a line which is parallel with and distant Southeasterly at right angles 20.00 feet from the Southeastern boundary line of Parcel "J"; thence along said parallel line North 50°46'00" East, 230.74 feet to the Southwestern corner of said Parcel "L"; thence along the Southern boundary line of said Parcel "L" South 88°53'30" East, 400.40 feet to the true point of beginning.

Said Parcels "J", "L" and "O" herein referred as bounding this property are delineated and so designated upon that certain map entitled: "Partition Map of Tideland Survey No. 2 and Tideland Survey No. 20 of the Foreshore of the City of Vallejo", filed for record in the Office of the County Recorder of said Solano County, April 29, 1952, in Book 2 of Record of Surveys at Page 37, as Recorder's Instrument No. 5531.

APN: 58-050-05

58-050-33

PG 70891

PARCEL NO. 2:

Parcel "L" as shown and designated on that certain map entitled: "Record of Survey and Partition Map of Tideland Survey No. 2 and Tideland Survey No. 20 of the Foreshore of the City of Vallejo", filed for record in the Office of the Recorder of the County of Solano, State of California April 29, 1952, in Book 2 of Surveys, Page 37, as Recorder's Instrument No. 5931, containing 0.39 acres, more or less.

PARCEL NO. 3:

The portion of Parcel "N" shown and designated as "Proposed Mono Street", on the "Record of Survey and Partition Map", etc., hereinbefore referred to particularly described as follows:

BEGINNING at the Southermost corner of Parcel "N"; thence North 40°01'30" West, along the Southwesterly boundary of said Parcel, a distance of 80.08 feet; thence North 50°56' East, along the Northwesterly boundary of said parcel, a distance of 622.38 feet; thence leaving said Parcel "N" boundary line, South 1°06'30" West along the Westerly boundary of Sonoma Boulevard projected Southerly, a distance of 105.06 feet to the Southeasterly boundary of said Parcel "N"; thence South 50°46' West, along said boundary 553.26 feet to the point of beginning, containing 1.08 acres, more or less.

APN: 58-050-070

PARCEL NO. 4:

The portion of Parcel "O" shown and designated on the Record of Survey and Partition Map, etc., particularly described as follows:

BEGINNING at a point common to the boundaries of Parcels "M", "N" and "O" shown on said Record of Survey and Partition Map; thence South 50°46' West, along the boundary common to Parcel "N" a distance of 100.01 feet; thence South 40°01'30" East, along the boundary common to Parcel "N" and Parcel "O" a distance of 80.08 feet; thence leaving said boundary South 50°46' West, along the extension of the Southeast boundary of Parcel "N" crossing a line common to Tideland Surveys No. 2 and 20, and continuing a distance of 142.35 feet to a point on the Southwestern boundary of Parcel "O" and Tideland Survey No. 20; thence North 57°37'30" West along said boundary a distance of 137.90 feet to a point common to Tideland Surveys 2 and 20; thence North 42°45' West along the Southwestern boundary of Parcel "O" and Tideland Survey No. 2, a distance of 220.38 feet; thence leaving said boundary, North 50°46' East a distance of 194.52 feet to the Southermost corner of Parcel "K"; thence continuing on this bearing of North 50°46'

East along the boundary common to Parcel "K" and Parcel "U" a distance of 100.01 feet; thence South $40^{\circ}01'30''$ East along the boundary common to Parcel "M" and Parcel "O" a distance of 270.77 feet to the point of beginning, containing 2.07 acres more or less, together with any land lying between the Southwestern boundary line of herein described land and the Mare Island Channel.

APN: 58-090-070

PARCEL NO. 5:

Beginning at the point of intersection of the South easterly line of Fifth Street with the Southeasterly line of Solano Avenue; thence S $35^{\circ}46'$ E along said Southwesterly line, 805.13 feet to the Westerly line of the Southern Pacific Railroad Right of Way; thence, S $11^{\circ}32'$ W along said Westerly line 833.49 feet to a point on the Southwesterly line of Fourth Street; thence running along said last mentioned Southwesterly line N $49^{\circ}30'$ W, 2817.39 feet to the true point of beginning said point of beginning being further described as the intersection of the Southwesterly line of Fourth Street with the Easterly line of Sonoma Street, thence from said point of beginning, running along said Southwesterly line of Fourth Street, S $49^{\circ}49'30''$ E, 690.75 feet; thence leaving said Southwesterly line of Fourth Street, S $40^{\circ}10'30''$ W, 236.08 feet; thence N $49^{\circ}49'33''$ W, 506.36 feet to said Easterly line of Sonoma Street thence running along said Easterly line N $1^{\circ}06'30''$ E, 295.95 feet; thence N $58^{\circ}45'$ E, 6.65 feet to the point of beginning.

Excepting Therefrom all that portion described in Deed from Joseph Stern, et ux, to Jessen A. Calleri, et ux, dated December 26, 1962, and recorded January 7, 1963 in Book 1178 of Official Records at Page 14, Instrument No. 601.

APN: 58-090-090

PARCEL NO. 6:

Beginning at the point of intersection of the Southwesterly line of Fifth Street with the Southeasterly line of Solano Avenue; thence, South $35^{\circ}46'$ East along said Southwesterly line, 805.13 feet to the Westerly line of the Southern Pacific Railroad Right of way; thence S $11^{\circ}32'$ W along said Westerly line 833.49 feet to a point on the Southwesterly line of Fourth Street; thence, running along said last mentioned Southwesterly line, N $49^{\circ}49'30''$ W, 2126.64 feet to the true point of beginning, said point of beginning being further described as lying on the Southwesterly line of Fourth Street; thence from said point of beginning running along said Southwesterly line, S $49^{\circ}49'30''$ E, 662.31 feet to the center line of Solano Avenue; thence running along said center line, S $54^{\circ}14'$ W, 243.37 feet; thence leaving said center line, N $49^{\circ}49'30''$ W, 603.19 feet; thence N $40^{\circ}10'30''$ E, 236.08 feet to the point of beginning.

Page 3 of 7

First American Title

PG 70293

Excepting therefrom all that portion described in deed from Joseph Stern, et ux, to Upjohn National Management Company, a limited Partnership, dated January 31, 1963, and recorded February 13, 1963 in Book 1185 of Official Records at Page 59, Instrument No. 4000.

APN: 58-090-190 241

PARCEL NO. 7:

The Parcel of Land described in the Deed from City of Vallejo to Vallejo Building Materials Company, dated November 15, 1955, recorded January 4, 1956 in Book 808 of Official Records, Page 9, as Recorder's Instrument No. 87.

COMMENCING at the point of intersection of the center line of Fifth Street with a line parallel to the Northwestern line of Solano Avenue, and distant Southeasterly therefrom 33.08 feet, measured at right angles thereto, said Fifth Street and Solano Avenue being as shown and designated on that certain map entitled: "Map of the City of Vallejo," surveyed by E.H. Rowe, C.E., and filed for record in the Office of the Recorder of Solano County, State of California, September 19, A.D. 1868 and now appearing of record in Liber 1 of Maps, Page 123, Solano County Recorder and running thence, along said line parallel to the Northwestern line of Solano Avenue, South 54°14' West, 1423.92 feet; thence North 35°46' West, 33.08 feet to a 2" x 2" red-wood hub with brass disc stamped R.E. 2238, said hub marking the true point of beginning of this description; thence, South 54°14' West, 590.95 feet; thence, North 40°1'30" West, 389.07 feet; thence, North 54°14' East, 672.47 feet; thence, South 49°49'30" East, 278.00 feet; thence, South 54°14' West, 120.00 feet; thence, South 35°46' East, 118.38 feet to the point of beginning.

Said Parcel of Land is a portion of "Parcel P" as per "Partition Map of Tideland Survey No. 2 and Tideland Survey No. 20" etc., filed April 29, 1952 in Book 2 of Surveys, at Page 37, as Recorder's Instrument No. 5931.

APN: 58-090-040

PARCEL NO. 8:

Being a portion of that certain Parcel No. 2, as said parcel is described in the quit claim deed between the United States of America grantor, and Oakland Title Insurance Company, a corporation, grantee, recorded May 4, 1956 in Book 827 of Official Records, Page 543, Instrument No. 8343, more particularly described as follows:

Page 4 of 7

Firs. American Title

PG 70894

Beginning at a point on the Northeasterly line of said Parcel No. 2, which line is also the Southwesterly line of Sonoma Boulevard, which point bears North 49°49'30" West 700 feet from the intersection of the Southwesterly line of Sonoma Boulevard with the Northwesterly line of Solano Avenue, thence at right angles Southwesterly to a point which lies Northeasterly at right angles a distance of 60.0 feet from the Southwesterly line of said Parcel No. 2; thence North 49°49'30" West parallel with said Southwesterly line a distance of 60.0 feet to a point; thence at right angles Northeasterly to a point on the Northeasterly line of said Parcel No. 2 which bears North 49°49'30" West from the point of beginning; thence along the Northeasterly line of said Parcel No. 2 and the Southwesterly line of Sonoma Boulevard South 49°49'30" East a distance of 60.0 feet to the point of beginning.

APN: 58-090 130

REAL PROPERTY in the City of Vallejo, County of Solano, State of California, described as follows:

PARCEL NO. 9:

Beginning at a point on the Southwesterly boundary of the land described in the Quitclaim Deed from the Vallejo Sanitation and Flood Control District to Oakland Title Insurance Company, recorded August 14, 1957 in Book 893 of Official Records, Page 489, Instrument No. 13142, which point is the most Southerly corner of the land described in the Deed from Harold J. Kehm, et ux, to Dorothy Jeanne Swofford, recorded January 25, 1971 in Book 1664 of Official Records, page 298, Instrument No. 1387; thence along the Southwesterly boundary of said Quitclaim (893 OR 489) S 49°49'30" E 171.27 feet to the most Easterly corner of said land described in said Quitclaim Deed (893 OR 489); thence S 44°20' E 375 feet to the Northwesterly line of Ryder Street; thence S 35°20' E 40 feet to the center line of Ryder Street; thence along the center line of Ryder Street, N 54°14'40" E 36.37 feet; thence N 44°20' W 318.38 feet; thence N 49°49'30" W 172.66 feet to the Southwesterly extension of the Southeasterly boundary of the land described in the Deed from Archie Q. Smith, et ux, to Claude Settle, et al, dated September 6, 1962 and recorded September 7, 1962 in Book 1160 of Official Records, Page 99, Instrument No. 22435; thence along said Southwesterly extension (1160 OR 99) S 40°10'30" W 30 feet to the point of beginning.

APN: 58-100-300 & 320

Page 5 of 7

First American Title

PG 70895

PARCEL NO. 10:

Parcel B of Parcel Map entitled "Portions of Lots 2, 3, 4, 5, and 6 of Record of Survey filed in Book 9 of Surveys, at Page 52", Filed July 17, 1975, in Book 9 of Parcel Maps at Page 76, Solano County Records.

APN: 8-100-450

PARCEL NO. 11:

Parcel B of Parcel Map entitled "A Division of City of Vallejo and Kaiser Steel Corporation Land being a portion of the East Half of Section 24, T3N, R4W, M.D.B.&M.", Filed February 2, 1979, in Book 17 of Parcel Maps, at Page 29, Solano County Records.

APN: 58-110-130

AS TO A LEASEHOLD ESTATE

PARCEL NO. 12:

That portion of Block 203 of the City of Vallejo, (According to the Official Map thereof filed in Book 1 of Maps, Page 123) being a portion of "Parcel" upon that certain map entitled: "PARTITION MAP OF TIDELAND SURVEY NO. 2, AND TIDELAND SURVEY NO. 20 OF THE FORESHORE OF THE CITY OF VALLEJO", filed for record in the Office of the County Recorder of Solano County, California, April 29, 1952, in Book 2 of Surveys at Page 37, as Recorder's Instrument No. 5931, described as follows:

Beginning at the inte. section of the Southern Boundary of Maryland Street the City of Vallejo filed in Book 1 of Maps, Page 123; thence South 88°53'30" East, along Southern Boundary of Maryland Street a distance of 400.40 feet to Western Boundary of Sonoma Street;

Thence South 1°06'30" West, 280.25 feet to the Northeast corner of "Parcel "L" shown on said partition map filed in Book 2 of Surveys at Page 37;

Thence North 88°53'30" West a distance of 400.40 feet;

Thence North 1°06'30" East, a distance of 280.25 feet to beginning.

APN: 58-050-090

PARCEL NO. 13:

Beginning at the 2" x 2", redwood hub with a brass disc stamped R.E. 2238 marking the true point of beginning of the Parcel of Land described in deed from the City of Vallejo to Vallejo Building Material Company, dated November 15, 1955, recorded January 4, 1956 in Book 808 of Official Records at Page 9; thence North 35°41'22" West, 118.32 feet along the line of said parcel; thence North 54°14'00" East 120.00 feet along the line of said parcel; thence South 49°49'30" East 173.62 feet to the intersection with the Center line of Solano Avenue; thence South 54°14'00" West 1108.97 feet along the Southwesterly prolongation of the Center line of Solano Avenue to the intersections with the U.S. Pierhead and Bulkhead line as shown on the map of the Grant to the City of Vallejo, Chapter 63 Statutes of 1963, filed in Book 8 of Surveys, Page 90, in the Office of the Solano County Recorder; thence North 38°43'53" West 1374.68 feet along the U.S. Pierhead and Bulkhead line to the Southwest corner of the Marina Vista Project, as shown on the Map of the Marina Vista Project filed in book 23 of Maps, Page 51, in the Office of the Solano County Recorder; thence North 50°46'00" East 95.10 feet along the Southeasterly Marina Vista Project boundary of the intersection with the West boundary line of tideland Survey No. 2; thence South 41°44'18" East 220.38 feet along the West boundary of Tideland Survey No. 2 to the intersection with the Westerly boundary of Tideland Survey No. 20; thence along the Westerly boundary of Tideland Survey No. 20, South 57°37'30" East 137.90 feet to the intersection with the Southwesterly prolongation of the Northwesterly line of Parcel "P" of Record of Survey filed in Book 2 of Surveys, Page 37, in the Office of the Solano County Recorder; thence North 50°46'00" East 742.70 feet to the North corner of Parcel "P" of said map; thence South 49°49'30" East 657.94 feet to the North corner of the Parcel of Land described in deed to Vallejo Building Materials Company; thence South 54°14'00" West 672.47 feet; thence South 40°02'30" East 389.07 feet; thence North 54°14'00" East 590.95 feet to the point of beginning.

APN: 58-090-210
and portions of 58-090-180

PG 70897


SECRETARY'S CERTIFICATE

I, Michael B. Lynch, Secretary of the Relevelopment Agency of the City of Vallejo, hereby certify that the attached is a full, true and correct copy of a resolution duly adopted at a Special meeting of said Agency duly and regularly held on the 26th day of April, 1988, of which meeting all of the Members of said Agency had due notice and at which a majority thereof were present, and that at said meeting said resolution was adopted.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in the Agency's office; that said resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and is now in full force and effect.

WITNESS my hand and the seal of said Agency this 15th day of June, 1988.




MICHAEL B. LYNCH
Secretary

BE IT RESOLVED by the Redevelopment Agency of the City of Vallejo as follows:

WHEREAS, Kaiser Steel Corporation is undergoing Bankruptcy proceedings pursuant to Chapter 11 in the United States Bankruptcy Court for the District of Colorado, and

WHEREAS, Kaiser Steel Corporation wishes to sell its real estate interest in the property commonly known as the Kaiser property which consists of 19.3 acres owned in fee simple by Kaiser and 23.11 leased from the City of Vallejo, and

WHEREAS, the Redevelopment Agency desires to acquire Kaiser's fee simple and leasehold interest in said property to enable the Agency to increase revenue, generate jobs, acquire an asset for its investment portfolio, and redevelop the property into a more intensive use, and

WHEREAS, land acquisition and the public purposes stated above are compatible with the objectives of the Waterfront Development Project, and

WHEREAS, on February 26, 1988 the Chairman and Executive Director executed the "Purchase Agreement for Real Property and All Leasehold Interest Therein" whereby the Agency agreed to pay \$2,400,000 for the fee simple and leasehold interest of Kaiser Steel Corporation in the above-mentioned property, and

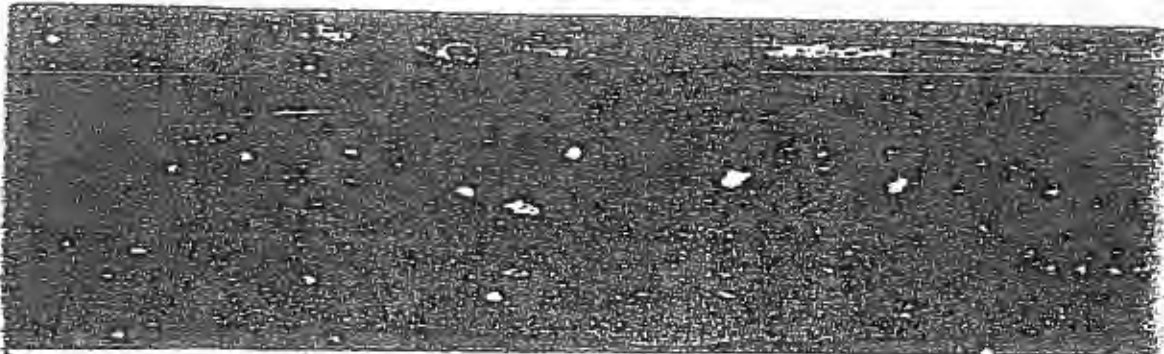
WHEREAS, on April 18, 1988 the Bankruptcy Court, U. S. District Court of Colorado confirmed the sale of the property to the City of Vallejo Redevelopment Agency, now

THEREFORE BE IT RESOLVED that the City of Vallejo Redevelopment Agency hereby approves the purchase of the property commonly known as the Kaiser Property in the amount of \$2,400,000 and ratifies the action of the Chairman and Executive Director pertaining to the above-mentioned purchase agreement.

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to accept the Grant Deed from Kaiser Steel Corporation and to execute the documentation related to this acquisition.

Roll Call:

Ayes:	Members Intintoli, Boschee, Higgins, Hoffman, Kay, Moore, and Palmaffy
Noes:	None
Absent:	None
Abstentions:	None



PG 70899

This resolution was adopted unanimously by those present and voting at a special meeting of the Redevelopment Agency on April 26, 1988.

rara426a

PG 70900


SECRETARY'S CERTIFICATE

I, Michael B. Lynch, Secretary of the Redevelopment Agency of the City of Vallejo, hereby certify that the attached is a full, true and correct copy of a resolution duly adopted at a Special meeting of said Agency duly and regular'y held on the 22 day of December, 1987, of which meeting all of the Members of said Agency had due notice and at which a majority thereof were present; and that at said meeting said resolution was adopted.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in the Agency's office; that said resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and is now in full force and effect.

WITNESS my hand and the seal of said Agency this 15th day of June, 1988.




MICHAEL B. LYNCH
Secretary

D RESOLUTION NO. 13-9

RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY OF THE CITY OF VALLEJO APPROVING, AUTHORIZING AND DIRECTING THE EXECUTION OF A FOURTH AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT (INCLUDING ASSIGNMENT OF SUCCESSOR AGENCY RIGHTS AND OBLIGATIONS) BY AND AMONG THE CITY OF VALLEJO, SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF VALLEJO AND CALLAHAN PROPERTY COMPANY, INC., AND THE DISPOSITION OF SPECIFIED PROPERTY AS SET FORTH THEREIN

WHEREAS, in carrying out the Redevelopment Plans for the Waterfront and Marina Vista Redevelopment Projects, both of which Redevelopment Projects were subsequently merged with the Vallejo Central Redevelopment Project Area and are a part of the Merged Waterfront/Downtown Redevelopment Project Area (the "Merged Redevelopment Project Areas"), the former REDEVELOPMENT AGENCY OF THE CITY OF VALLEJO (the "Redevelopment Agency") and CALLAHAN/DeSILVA VALLEJO, LLC ("CDV") entered into that certain Disposition and Development, executed as of October 17, 2000 (the "Original DDA"), which Original DDA was amended and restated in its entirety as of October 1, 2002 (the "First Restatement"), and further amended by a First Amendment to Amended and Restated Disposition and Development Agreement, executed as of October 24, 2003, and a Second Amendment to Amended and Restated Disposition and Development Agreement, executed as of August 24, 2004, and further amended and restated in its entirety as of October 27, 2005 (the "Second Restatement"), and further amended and restated in its entirety for a third time as of February 27, 2007 (the "Third Restatement"), and as further implemented by an Implementation Agreement entered into as of March 8, 2011 (collectively, and together with various executed Operating Memoranda, the "DDA"), that provides for the phased acquisition, disposition and development of certain real property (the "Site"), and construction in phases of a master planned mixed-use development, including residential, commercial, retail and open space and park uses (collectively, the "Waterfront Project") within the Merged Waterfront/Downtown Redevelopment Project Areas; and

WHEREAS, CDV's entire interest in the DDA has been assigned to Callahan Property Company, Inc., a California corporation ("Developer"); and

WHEREAS, for descriptive purposes, the DDA separates the Waterfront Project into three subareas encompassing the Northern, Central and Southern sectors of the Site; and

WHEREAS, the Waterfront Project provides for approximately 43 acres of public improvements, including parking garages, street improvements, and park and open space improvements, with a major focus on the Vallejo Station multi-modal transit facility serving the Bay Link Ferry Terminal and a regional bus terminal; and

WHEREAS, the Waterfront Project also includes private development by the Developer of approximately 51 acres (the "Developer Parcels") for a combination of high density

commercial, industrial, and residential uses to take advantage of the prime transit-oriented location of the project; and

WHEREAS, the DDA obligates the Redevelopment Agency to fund and complete a comprehensive set of public improvements, hazardous materials remediation, and other site improvements at a currently estimated remaining public cost of approximately \$60 million, using property tax increment generated by the Waterfront Project, disposition proceeds received from the Developer for the purchase of the Developer Parcels, and other available public sector funds; and

WHEREAS, pursuant to AB 1X 26, enacted June 28, 2011 (as found constitutional and as partially reformed by the California Supreme Court in its decision in *California Redevelopment Association v. Matosantos* on December 29, 2011), and as amended by AB 1484, enacted June 27, 2012 (the "Dissolution Act"), the Redevelopment Agency, along with all other redevelopment agencies in the State, was dissolved as of February 1, 2012; and

WHEREAS, pursuant to the authority provided in Health and Safety Code Section 34173, as enacted by AB 1X 26, the City Council of the City of Vallejo (the "City") elected and determined that the City shall become the "successor agency" to the former Redevelopment Agency, and upon dissolution of the Redevelopment Agency under AB 1X 26, all authorities, rights, powers, duties and obligations previously vested with the former Redevelopment Agency, under the Community Redevelopment Law (Health and Safety Code Section 33000 et seq.), were vested in the Successor Agency to the Redevelopment Agency of the City of Vallejo (the "Successor Agency"), including the former Redevelopment Agency's rights, duties and obligations under the DDA; and

WHEREAS, pursuant to Health and Safety Code Section 34173(g), added by AB 1484, the Successor Agency has been designated as a separate public entity from the City; and

WHEREAS, also pursuant to the Dissolution Act, an Oversight Board (the "Oversight Board") has been selected to oversee, direct and approve specified actions of the Successor Agency; and

WHEREAS, the DDA is an "enforceable obligation" within the meaning and for the purposes of the Dissolution Act, and the Successor Agency is responsible for carrying out the obligations of the former Redevelopment Agency under the DDA; and

WHEREAS, all of the publicly-owned properties of the Site within the Northern subarea of the Waterfront Project are owned by the City; all of the publicly-owned properties of the Site within the Central subarea are also owned by the City with the exception of the property referred to as "Parcel J", identified on assessor parcel maps as two parcels, APN 55-160-600 and APN 55-160-610, and as further defined and described in the DDA, which is owned by the Successor Agency; and the majority of the publicly-owned properties of the Site within the Southern subarea are owned by the Successor Agency; and

WHEREAS, Health and Safety Code Section 34181(e) provides that the Oversight Board may direct the Successor Agency to determine whether any contracts, agreements, or other arrangements between the dissolved Redevelopment Agency and any private parties should be

terminated or renegotiated to reduce liabilities and increase net revenues to the taxing entities, and to present proposed termination or amendment agreements to the Oversight Board for its approval; and

WHEREAS, the Oversight Board may approve any amendments to or early termination of those agreements if it finds that amendments or early termination would be in the best interests of the taxing entities; and

WHEREAS, the Successor Agency and Developer have proposed certain amendments to the DDA to, among other things: (1) remove the Southern subarea, which includes all of the Successor Agency-owned parcels except one, from the terms of the DDA; (2) transfer the one remaining Successor Agency-owned parcel in the Central subarea (Parcel J) to the City, and enable the City and the Developer to flexibly develop the balance of the Site; (3) require the Successor Agency to list on its Recognized Obligation Payment Schedule (“ROPS”) amounts to reimburse the Developer for its Developer Advance out of Redevelopment Property Tax Trust Fund (“RPTTF”) distributions, until fully reimbursed, but otherwise relieve the Successor Agency of all future obligations to claim and expend RPTT under the DDA; and (4) assign all other of the Successor Agency’s rights and obligations under the DDA to the City, all of which amendments are incorporated within a Fourth Amended and Restated Disposition and Development Agreement (Including Assignment of Successor Agency Rights and Obligations) (“Fourth Restatement”); and

WHEREAS, all of said amendments as set forth in the Fourth Restatement would (1) relieve the Successor Agency of approximately \$60 million of public improvement and site preparation obligations under the DDA, (2) eliminate virtually all future allocations of RPTTF distributions to the Successor Agency related to the DDA, thereby freeing up considerable additional property tax revenues for the taxing entities, and (3) free up Successor Agency-owned property from conveyance under the DDA, and instead make these properties available for conveyance in accordance with a Long-Range Property Management Plan, required to be prepared by the Successor Agency pursuant to Health and Safety Code Section 34191.5, with resulting financial benefits for the taxing entities; and

WHEREAS, the City Council and the Successor Agency held a joint public hearing on December 16, 2013, in the City Council Chambers to consider and act on the Fourth Restatement, at which time the City Council and the Successor Agency approved execution of the Fourth Restatement and directed that the Fourth Restatement be presented to the Oversight Board for its consideration of approval; and

WHEREAS, the Fourth Restatement is subject to Oversight Board approval in compliance with the following statutes: (1) as an agreement partly between the Successor Agency and the City, the Fourth Restatement requires Oversight Board approval and direction pursuant to Health and Safety Code Section 34180(h); (2) as an agreement providing for disposition of a Successor Agency parcel (Parcel J), the Fourth Restatement requires Oversight Board approval and direction pursuant to Health and Safety Code Section 34181(a); and (3) as an agreement effectuating a renegotiation of the DDA with a private party (the Developer), the Fourth Restatement requires Oversight Board approval and direction pursuant to Health and Safety Code Section 34181(e); and

WHEREAS, in compliance with the requirements of the California Environmental Quality Act ("CEQA") the Redevelopment Agency and City previously prepared, certified and approved an Environmental Impact Report (the "EIR") for the Vallejo Station Project and the Vallejo Waterfront Project (SCH No. 2000052073), including the EIR Mitigation Monitoring and Reporting Program, and an addendum ("Addendum") to the certified Final Environmental Impact Report State Clearinghouse No. 2000052073, which Addendum was prepared in conjunction with the City's consideration and approval of amendments to the Planned Development Master Plan and Design Guidelines (the PDMP/DG) and the Development Agreement for the Waterfront Project; and

WHEREAS, in conjunction with the Fourth Restatement, the Successor Agency, Developer and City have cooperated in preparing a Notice of Exemption in accordance with CEQA; and

WHEREAS, notice of the Oversight Board's consideration of the Fourth Restatement, including the proposed disposition of Parcel J by the Successor Agency to the City pursuant to the Fourth Restatement, was duly published in the Vallejo Times Herald on December 8, 2013, in compliance with the requirement of Health and Safety Code Section 34181(f).

NOW, THEREFORE, THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY OF THE CITY OF VALLEJO DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. The Oversight Board hereby finds that the amendment of the DDA, as set forth in the Fourth Restatement: (1) would significantly reduce the liabilities of the Successor Agency under the DDA; (2) would increase net revenues to the taxing entities; and (3) would be in the best interests of the taxing entities. These findings are based upon the facts and information contained in the Staff Report on this item, dated December 19, 2013, to Oversight Board from Mark Sawicki, Community & Economic Development Director for the City of Vallejo, regarding Consideration Of a Fourth Amended and Restated Disposition and Development Agreement Between the City of Vallejo; Successor Agency to the Former Redevelopment Agency of the City of Vallejo and Callahan Property Company, Inc., including all documents attached thereto or referenced therein, and other evidence and testimony presented prior to and at the Oversight Board's December 19, 2013 public meeting on the Fourth Restatement.

Section 3. The Oversight Board, finds and determines that the Waterfront Project, including the disposition and development of the Site and the changes incorporated in the Fourth Restatement, do not contain any changes in the underlying physical activities or the resulting environmental impacts as described in the Final Environmental Impact Report relating to the Vallejo Station Project and the Vallejo Waterfront Project, including the EIR Mitigation Monitoring and Reporting Program related thereto, certified by the former Redevelopment Agency by Resolution No. 05 - 22 and by the City Council by Resolution No. 05-354 N.C., both of which Resolutions were adopted on October 25, 2005 (SCH #2000052073), and an Addendum to the EIR, approved by the City Council by Resolution No. 07-26 N.C., which

Resolution was adopted on February 13, 2007 (collectively, the “EIR”), and that the Waterfront Project incorporates all applicable mitigation measures identified in Redevelopment Agency Resolution No. 05-22 and Council Resolution No. 05-354 N.C. The Oversight Board further finds that no additional environmental analysis is required for the Fourth Restatement for the following reasons:

a. The Fourth Restatement is not a project under State CEQA Guidelines Section 15378(b)(4) because it comprises “government fiscal activities which do not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment” by removing the Southern Waterfront area as part of the DDA in order to minimize liabilities for the Successor Agency and maximize revenues to affected taxing entities, consistent with the objectives of Health and Safety Code section 34181(e) while involving no commitment to any specific project. The Fourth Restatement is also not a project under State CEQA Guidelines Section 15378(b)(5) as an "organizational or administrative activit[y] of government that will not result in direct or indirect physical changes in the environment" by assigning the obligations of the Successor Agency under the DDA to the City, which results in no direct or indirect physical changes in the environment; and

b. The Fourth Restatement is exempt under State CEQA Guidelines Section 15061(b)(3) because “it can be seen with certainty that there is no possibility that the activities in question may have a significant effect on the environment” under the analysis in *Muzzy Ranch Co. v. Solano County Airport Land Use Comm'n* (2007) 41 Cal. 4th 372, in that the Fourth Restatement simply incorporates and is consistent with the City's General Plan and the adopted Planned Development Master Plan and Design Guidelines and does not contain any changes to the underlying physical activities and so is consistent with a community plan, general plan, and zoning ordinance for which an environmental impact report was prepared and involves no environmental effects that were not analyzed in the prior EIR; and

c. The Fourth Restatement is categorically exempt under State CEQA Guidelines Section 15321(a)(2) which applies to actions by regulatory agencies to revoke an entitlement for use. The Fourth Restatement, which involves in part revoking the Developer’s right to develop the South Waterfront and to receive RPTTF also will be presented for, and is subject to, approval by the Successor Agency, the Oversight Board and the state Department of Finance in furtherance of the intent of Health and Safety Code section 34181(e) that existing enforceable obligations should be amended to minimize liabilities of the Successor Agency and maximize revenues to affected taxing entities.

Section 4. Pursuant to Health and Safety Code Sections 34180(h), 34181(a), and 34181(e), the Oversight Board hereby approves the amendments to the DDA as set forth in the Fourth Restatement, in substantially the form provided with the staff report of December 19, 2013, which Fourth Restatement is incorporated herein by reference. The Oversight Board further approves the assumption by the City of the rights and obligations of the Successor Agency under the DDA, except for those Retained Successor Agency Obligations set forth in Section 111 of the Fourth Restatement. These approvals are subject to Department of Finance

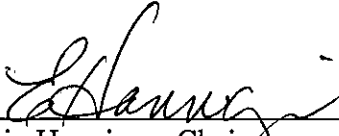
review and approval in accordance with Health and Safety Code Section 34179(h) and shall become effective only as provided in that Code section. The Oversight Board hereby directs the Successor Agency Executive Director, in cooperation with the City staff, to take all actions as necessary to carry out the purposes of this Resolution, including without limitation forwarding the Fourth Restatement to the Department of Finance for review, and to provide all other information and evidence requested by the Department of Finance to consider approval of the Fourth Restatement.

Section 5. In accordance with Health and Safety Code Section 34181(a), to the extent allowed by law, and as directed under the DDA as amended through the Fourth Restatement, the Oversight Board authorizes and directs the transfer of Parcel J from the Successor Agency to the City, in order to enable the City to undertake and carry out its obligations under the DDA, as amended through the Fourth Restatement, including all attachments thereto and in compliance with all applicable law.

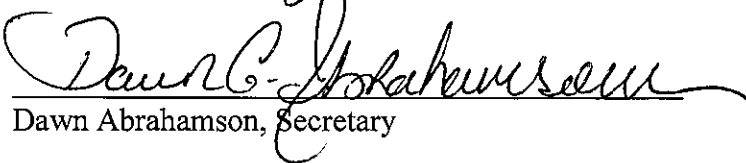
Section 6. Subject to review and approval of the Fourth Restatement by the Department of Finance in accordance with Health and Safety Code Section 34179(h), the Successor Agency Executive Director is hereby authorized to execute the Fourth Restatement on behalf of the Successor Agency, subject to any minor clarifying, conforming and technical changes as may be approved by Successor Agency's General Counsel. The Executive Director is further authorized to take such actions and execute such documents as may be necessary to carry out the obligations of the Successor Agency under the DDA, as amended through the Fourth Restatement, including without limitation conveyance of Parcel J by the Successor Agency to the City.

This resolution was adopted by those present and voting at a regular meeting of the Oversight Board to the Successor Agency of the City of Vallejo held on December 19, 2013, by the following vote:

AYES: Chair Hannigan, Vice Chair Taylor, Boardmembers Brown, Jordan, Lea, and Truelsen
NOES: None
ABSENT: Boardmember McAfee
ABSTENTIONS: None



Erin Hannigan, Chairperson

ATTEST: 

Dawn Abrahamson, Secretary



6-7

January 29, 2014

Ms. Debra Lauchner, Finance Director
City of Vallejo
555 Santa Clara Street
Vallejo, CA 94590

Dear Ms. Lauchner:

Subject: Approval of Oversight Board Action

The City of Vallejo Successor Agency (Agency) notified the California Department of Finance (Finance) of its December 19, 2013 Oversight Board (OB) Resolution on January 15, 2014. Pursuant to Health and Safety Code (HSC) section 34179 (h), Finance has completed its review of the OB action.

Based on our review and application of the law, OB Resolution No. 13-9 approving, authorizing and directing the execution of a Fourth Amended and Restated Disposition and Development Agreement (DDA), including assignment of Agency rights and obligations, by and among the City of Vallejo, Agency, and Callahan Property Company, Inc., is approved. The approval of this amendment to the DDA will eliminate virtually all obligations currently held by the Agency. This will allow the City of Vallejo and the Callahan Property Company, Inc. to proceed on the project without the involvement of the Agency, OB and Finance. Any future actions should not impose any additional obligations upon the Agency. This is our determination with respect to the OB action taken.

In addition, the Fourth Amended and Restated DDA is authorized by HSC section 34181 (e).

Please direct inquiries to Wendy Griffe, Supervisor, or Jenny DeAngelis, Lead Analyst at (916) 445-1546.

Sincerely,

JUSTYN HOWARD
Assistant Program Budget Manager

cc: Mr. Ron Millard, Assistant Finance Director, City of Vallejo
Mr. Jun Adeva, Deputy Auditor Controller, Solano County
Ms. Elizabeth Gonzalez, Bureau Chief, Local Government Audit Bureau, California State
Controller's Office
California State Controller's Office

OVERSIGHT BOARD RESOLUTION NO. 14-1

RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY OF THE CITY OF VALLEJO APPROVING, AUTHORIZING AND DIRECTING THE EXECUTION OF A SETTLEMENT AGREEMENT WHICH REQUIRES THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF VALLEJO TO PAY \$299,000 IN REDEVELOPMENT PROPERTY TAX TRUST FUND REVENUES, TO RESOLVE *TRIAD DOWNTOWN VALLEJO, LLC V. THE REDEVELOPMENT AGENCY OF THE CITY OF VALLEJO, ET AL.*; SOLANO COUNTY SUPERIOR COURT CASE NO. FCS 037433

WHEREAS, the former REDEVELOPMENT AGENCY OF THE CITY OF VALLEJO (the "Redevelopment Agency") and TRIAD DOWNTOWN VALLEJO, LLC ("Triad") entered into that certain Disposition and Development Agreement, dated October 28, 2005 (the "DDA"), a Memorandum of which was recorded as Instrument No. 200600093991 on July 26, 2006 and a second Memorandum of which was recorded as Instrument No. 200700013335 on February 1, 2007 in the Official Records of Solano County; and

WHEREAS, the DDA provided, among other things, for the Redevelopment Agency's acquisition and assemblage of certain real property consisting of seven separate assessors parcels (collectively, the "Properties") owned by the Redevelopment Agency, the City of Vallejo ("City"), and the Vallejo Housing Authority, and the disposition of such Properties by the Redevelopment Agency to Triad for development of a proposed mixed use project ("Project"), all as more particularly set forth in the DDA; and

WHEREAS, the Redevelopment Agency owned two of those Properties, APN 055-160-170, referenced as Parcel B in the DDA and APN 055-170-280 and 055-170-290, referenced as Parcel D in the DDA ("Redevelopment Agency Properties"); and

WHEREAS, the Redevelopment Agency provided Triad with notice that it was terminating the DDA on July 17, 2009; and

WHEREAS, on February 23, 2011, Triad filed the action entitled *Triad Downtown Vallejo, LLC v. The Redevelopment Agency of the City of Vallejo, et al.*; Solano County Superior Court Case No. FCS 037433 ("Action") seeking damages for breach of the DDA and a judicial declaration that the DDA is still in full force and effect; and

WHEREAS, pursuant to AB 1X 26, enacted June 28, 2011 (as found constitutional and as partially reformed by the California Supreme Court in its decision in *California Redevelopment Association v. Matosantos* on December 29, 2011), and as amended by AB 1484, enacted June 27, 2012 (the "Dissolution Act"), the Redevelopment Agency, along with all other redevelopment agencies in the State, was dissolved as of February 1, 2012; and

WHEREAS, pursuant to the authority provided in Health and Safety Code Section 34173, as enacted by AB 1X 26, the City Council of the City of Vallejo (the "City") elected and determined that the City shall become the "successor agency" to the former Redevelopment

Agency, and upon dissolution of the Redevelopment Agency under AB 1X 26, all authorities, rights, powers, duties and obligations previously vested with the former Redevelopment Agency, under the Community Redevelopment Law (Health and Safety Code Section 33000 et seq.), were vested in the Successor Agency to the Redevelopment Agency of the City of Vallejo (the "Successor Agency"), including the former Redevelopment Agency's rights, duties and obligations under the DDA and the Action; and

WHEREAS, pursuant to Health and Safety Code Section 34173(g), added by AB 1484, the Successor Agency has been designated as a separate public entity from the City; and

WHEREAS, also pursuant to the Dissolution Act, an Oversight Board (the "Oversight Board") has been selected to oversee, direct and approve specified actions of the Successor Agency; and

WHEREAS, the legal expenses associated with the Action are an "enforceable obligation" within the meaning and for the purposes of the Dissolution Act, and the Successor Agency is responsible for defending the Action brought against the former Redevelopment Agency; and

WHEREAS, if Triad were able to obtain a judicial declaration in the Action that the DDA is still in full force and effect, the DDA could become an "enforceable obligation" within the meaning and for the purposes of the Dissolution Act, and the Successor Agency could be responsible for carrying out the obligations of the former Redevelopment Agency under the DDA; and

WHEREAS, Triad and the Successor Agency (the "Parties") agreed to settle the Action on the following terms and conditions ("Settlement Agreement"):

1. The Parties will execute and file a stipulated judgment in the Action substantially in the form as the one attached as Exhibit A to the Settlement Agreement ("Stipulated Judgment").
2. The Stipulated Judgment will require the Successor Agency to pay Triad \$299,000 ("Settlement Payment") from Real Property Tax Trust Fund revenues ("RPTTF"). To effectuate the Settlement Payment, the Successor Agency will list the Stipulated Judgment, in particular the Successor Agency's obligation to disburse the Settlement Payment from available RPTTF revenues, as an enforceable obligation on the Successor Agency's Recognized Obligation Payment Schedule for the July 1, 2014 through December 31, 2014 Period ("ROPS 14-15A") and all subsequent ROPS periods until the earlier of: (a) the date on which the Settlement Payment has been paid in full or (b) the Successor Agency's right to receive RPTTF revenues for payment of enforceable obligations has expired. Triad has acknowledged and agrees that enforceable obligations listed on ROPS 14-15A and all subsequent ROPS are subject to approval by the Oversight Board and Department of Finance ("DOF"). If the DOF denies the Stipulated Judgment as an enforceable obligation on ROPS 14-15A or any subsequent ROPS, the Successor Agency will cooperate in good faith in any

challenge brought by Triad with respect to the denial, but Triad shall bear the risk that the DOF will deny the Stipulated Judgment as an enforceable obligation and/or refuse to authorize any payments of amounts owed under the Settlement Agreement and the Stipulated Judgment, and the Successor Agency's performance of its obligations under the Settlement Agreement and the Stipulated Judgment are conditioned upon and subject to the DOF's approval of the Settlement Agreement and the Stipulated Judgment and each disbursement of the Settlement Payment to be made thereunder as an enforceable obligation.

3. The Parties agree that the DDA shall be deemed terminated effective as of the date the Stipulated Judgment is entered in the Action. From and after such date, the Successor Agency and Triad shall have no further rights or obligations thereunder other than those obligations, which by their terms, survive termination thereof.
4. Within fifteen (15) days following the entry of the Stipulated Judgment in the Action, Triad shall execute, acknowledge and deliver to the City, the Successor Agency, and the Housing Authority the Quit Claim Deeds in the form attached to the Settlement Agreement as Exhibits B-1, B-2 and B-3 in recordable form and otherwise reasonably acceptable to the City Attorney of the City and the Successor Agency, releasing, remising and quitclaiming to the City, Successor Agency, and Housing Authority, as applicable, all of Triad's rights, title, and interests in and to the Properties.

WHEREAS, the Successor Agency's execution of the Settlement Agreement, the filing of the Stipulated Judgment and all of the Successor Agency's obligations under the Settlement Agreement are conditioned upon Oversight Board approval of the Settlement Agreement; and

WHEREAS, the Successor Agency held a public meeting on January 14, 2014, in the City Council Chambers to consider and act on the Settlement Agreement, at which time the Successor Agency approved execution of the Settlement Agreement and directed that the Settlement Agreement be presented to the Oversight Board for its consideration and approval; and

WHEREAS, a judicial declaration that the DDA is terminated will reduce liabilities and will increase net revenues to the taxing entities and will be in the best interests of the taxing entities within the meaning of Health and Safety Code Section 34181(e); and

WHEREAS, Triad's execution of the Quit Claim Deeds releasing all of its rights, title and interest to the Redevelopment Agency Properties will provide clear and marketable title for the Redevelopment Agency Properties and make those properties available for conveyance in accordance with a Long-Range Property Management Plan, required to be prepared by the Successor Agency pursuant to Health and Safety Code Section 34191.5, with resulting financial benefits for the taxing entities; and

WHEREAS, given the associated risks of litigation and the potential costs of a trial, Successor Agency staff determined that the Settlement Payment, which is only due and payable

when RPTTF revenue is provided to the Successor Agency for the purpose of making the Settlement Payment, was a reasonable amount to settle the Action; and

WHEREAS, pursuant to Health and Safety Code Section 34177(h), the Successor Agency is required to “expeditiously wind down the affairs of the redevelopment agency pursuant to the provisions of this part and in accordance with the direction of the oversight board,” and successor agencies may create enforceable obligations to conduct the work of winding down the redevelopment agency pursuant to Health and Safety Code Section 34177.3(b); and

WHEREAS, resolving lawsuits is a necessary part of the process of winding down a redevelopment agency, and the Settlement Agreement and the resulting dismissal of the Action quantifies and eliminates, for a reasonable amount, a Successor Agency liability.

NOW, THEREFORE, THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY OF THE CITY OF VALLEJO DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. The Oversight Board hereby finds that approval of the Settlement Agreement: (1) would significantly reduce the liabilities of the Successor Agency in the Action; and (2) would be in the best interests of the taxing entities. These findings are based upon the facts and information contained in the Staff Report on this item, dated January 16, 2014, to the Oversight Board from Claudia Quintana, City Attorney for the City of Vallejo and for the Successor Agency, regarding Approval of the Successor Agency’s Decision to Execute a Settlement Agreement, Which Requires the Successor Agency to Pay \$299,000 in Redevelopment Property Tax Trust Fund Revenues, to Resolve *Triad Downtown Vallejo, LLC v. The Redevelopment Agency of the City of Vallejo, et al.*; Solano County Superior Court Case No. FCS 037433, including all documents attached thereto or referenced therein, and other evidence and testimony presented prior to and at the Oversight Board’s January 16, 2014 public meeting on the Settlement Agreement.

Section 3. Subject to review and approval of the Settlement Agreement by the Department of Finance in accordance with Health and Safety Code Section 34179(h), the Successor Agency Executive Director is hereby authorized to execute the Settlement Agreement on behalf of the Successor Agency, subject to any minor clarifying, conforming and technical changes as may be approved by Successor Agency’s General Counsel. The Executive Director and/or Successor Agency legal counsel are further authorized to take such actions and execute such documents as may be necessary to carry out the obligations of the Successor Agency under the Settlement Agreement, including without limitation execution of the Stipulated Judgment and acceptance of the Quit Claim Deeds.

Section 4. The Oversight Board hereby directs the Successor Agency staff to include the Stipulated Judgment, and the Settlement Payment required therein, as an enforceable obligation on ROPS 14-15A and all subsequent ROPS periods until the Settlement Payment is


paid in full or the Successor Agency's right to receive RPTTF revenues for payment of enforceable obligations has expired.

This resolution was adopted by those present and voting at a special meeting of the Oversight Board to the Successor Agency of the City of Vallejo held on January 31, 2014, by the following vote:

AYES: Chair Hannigan, Boardmembers Dew-Costa, Jordan, Lea, McAfee, and Truelsen
NOES: None
ABSENT: Vice Chair Taylor
ABSTAIN: None



Erin Hannigan, Chairperson

ATTEST: 

Dawn Abrahamson, Secretary

1145190TP

Recorded in Official Records, Solano County

Skip Thomson
Assessor/Recorder

8/31/2005
2:00 PM
AR23
04

Recording Requested By and
When Recorded, Return to

01 Chicago Title Co

Redevelopment Agency of
the City of Vallejo
555 Santa Clara Street, 3rd Floor
Vallejo, CA 94590
Attn: Executive Director

Doc#: 200500134041

Titles: 2 Pages: 16



Fees 61.00
Taxes 0.00
Other 0.00
PAID \$61.00

**NO FEE RECORDING PURSUANT
TO GOVERNMENT CODE §27383**

The undersigned grantor declares:
Documentary transfer tax is \$ 0
() computed on full value of property conveyed, or
() computed on full value less value of liens and
encumbrances remaining at time of sale.

Space Above this Line for Recorder's Use Only

**ASSIGNMENT OF AND AMENDMENT TO
LEASE OF AUTOMOBILE PARKING SPACES FOR APARTMENT HOUSE
ADJACENT TO DEMISED PREMISES**

THIS ASSIGNMENT OF AND AMENDMENT TO LEASE OF AUTOMOBILE PARKING SPACES FOR APARTMENT HOUSE ADJACENT TO DEMISED PREMISES (this "Agreement") is entered into as of the 31st day of August, 2005, by and between THE REDEVELOPMENT AGENCY OF THE CITY OF VALLEJO, a public body, corporate and politic (the "Agency"), JACK BASKIN, as Trustee of the Jack Baskin Trust, dated September 4, 1995 ("Baskin" or "Assignor") and MARINA TOWER ASSOCIATES, a California limited partnership ("Marina Tower" or "Assignee").

RECITALS

A. Agency owns that certain property (the "Demised Premises") located in the City of Vallejo, California, currently improved as a parking lot. The Demised Premises are legally described in Exhibit A, attached hereto and incorporated herein by reference.

B. Baskin owns that certain real property located adjacent to the Demised Premises, which is currently developed with a 155-unit multi-family apartment complex, known and referred to as Marina Towers (the "Apartment Complex"). The Apartment Complex property is legally described in Exhibit B, attached hereto and incorporated herein by reference.

C. The Agency, as Lessor, and Baskin, as Lessee, entered into that certain Lease of Automobile Parking Spaces for Apartment House Adjacent to Demised Premises, dated July 6, 1971, and recorded in the Official Records of the County of Solano on September 7, 1971, as Document No. 18063, in Book 1705, Page 179, as amended by that certain Amendment to Lease, dated September 6, 1972, and recorded in the Official Records of the County of Solano on October 12, 1972, as Document No. 23567, in Book 1781, Page 557 (collectively, the "Lease"),

pursuant to which the Agency has leased to Baskin the Demised Premises for purposes of automobile parking by tenants of the Apartment Complex.

D. Baskin is in the process of selling the Apartment Complex to Marina Tower, and desires by this Agreement to assign, and Marina Tower desires to assume, all of Baskin's rights, title and interest in and to the Lease pursuant to the terms of the Lease and all of the terms, conditions and covenants of this Agreement.

E. The Agency and Marina Tower desire to amend the Lease to extend the term of the Lease, incorporate certain provisions relating to the future development of a parking structure on a portion of the Demised Premises, and make certain other modifications relating thereto.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment by Baskin. Baskin hereby assigns to Marina Tower all of its rights, title and interest under the Lease with respect to the Demised Premises.

2. Acceptance and Assumption by Marina Tower. Marina Tower hereby accepts the assignment of the Lease and expressly assumes and agrees to be bound by and perform, as a direct obligation to Agency (as Lessor), all covenants, conditions, obligations and duties of Baskin as Lessee under the Lease, as amended hereby. It is the express intention of both Baskin and Marina Tower that Marina Tower shall be substituted for Baskin as the "Lessee", as such term is defined in the Lease.

3. Lease Term. The termination date of the Lease (December 31, 2027), as set forth under Section 2.01 of the Lease, is hereby amended to provide that the Lease shall terminate on August 31, 2060 fifty-five (55) years from the date of this Agreement).

4. Future Development Property; Construction of Parking Structure.

A. The provisions contained in Section 5.02 of the Lease are hereby deleted in their entirety, and replaced with the provisions set forth in this Section 4.

B. Future Development Property. Marina Tower acknowledges and agrees that the Agency intends to enter into a Disposition and Development Agreement (the "DDA") with a third party developer (the "Developer") pursuant to which the Developer will acquire from the Agency a portion of the Demised Premises (the "Future Development Property"), together with other adjacent and surrounding properties, for purposes of development of a master planned mixed-use development, including residential, commercial, office and retail uses, parking areas, and open space uses. A map showing the general location of the Future Development Property is attached hereto as Exhibit C and incorporated herein by reference. The remainder of the Demised Premises not included in the Future Development Property is sometimes referred to

herein as the "Remainder Property". The Remainder Property shall be sufficient in size to contain no less than thirty (30) parking spaces.

C. Conditions to Conveyance. Conveyance of the Future Development Property to the Developer shall be subject to and conditioned upon all of the following:

i. Agency and Developer, at their sole cost, shall be responsible for obtaining all approvals necessary for a subdivision of, or lot line adjustment to, the Demised Premises to create the Future Development Property as a legal parcel substantially in conformance with Exhibit C for purposes of conveyance to the Developer. Marina Tower agrees to cooperate with Agency and Developer and not to unreasonably oppose or otherwise challenge any such actions.

ii. Following conveyance of the Future Development Property to the Developer, Marina Tower shall retain the right to use and occupy the Remainder Parcel, and the term "Demised Premises", as used herein and in the Lease, shall thereafter mean and refer to the Remainder Parcel.

iii. The Agency and Marina Tower shall cooperate to prepare and enter into an amendment to this Lease, or other appropriate document, providing for the release of the Future Development Property from this Lease, and the continuation of the Lease in full force and effect as to the Remainder Property.

iv. The Developer and Marina Tower shall enter into an Easement Agreement (as defined below) pursuant to which Marina Tower shall have the right to use and occupy forty-five (45) parking spaces, either on the Future Development Property or within the Parking Structure (as defined below) upon its completion, pursuant to the terms, conditions and covenants contained in the Easement.

D. It is anticipated that, under the proposed DDA, the Developer will develop a parking structure (the "Parking Structure") on the Future Development Property, together with other adjacent property, in place of the surface parking lot currently located on the Future Development Property. The Developer is expected to commence construction of the Parking Structure on the Future Development Property in approximately 2008, and construction is anticipated to be completed within twenty (20) to twenty-four (24) months after commencement. The Agency agrees to provide, or cause the Developer to provide, forty-five (45) alternate parking spaces in the vicinity of the Apartment Complex as specified in this Section 4.D. for use by Marina Tower and its tenants during the period of construction of the Parking Structure. At least twenty (20) of such alternate parking spaces shall be located within three hundred fifty (350) feet of the Apartment Complex, and the remaining twenty-five (25) alternate parking spaces shall be located within five hundred (500) feet of the Apartment Complex. Agency shall identify the location of the forty-five (45) alternative spaces and make them available to Marina Tower prior to and as a condition of the Agency's conveyance of the Future Development Property to Developer. Absent Agency's negligence, Agency shall not be liable to Marina Tower or its tenants for any costs (including without limitation any relocation costs or payments which Marina Tower or its tenants may otherwise be entitled to) or other damages associated with such

alternate parking or Marina Tower's and its tenants' loss of use of the parking spaces during any such period of construction. During any such periods of construction, Marina Tower shall continue to pay rent and all other amounts due under the Lease, and Marina Tower shall not be entitled to any deduction in rent or other amounts due, or any rebate for the payment of rent or other amounts paid, during any such period of construction.

E. Waiver. Marina Tower, agrees to and shall indemnify, protect, defend and hold the Agency (in its capacity as Landlord and otherwise as a public body, corporate and politic) and its officers, directors, employees and agents harmless from and against all liability, loss, damage, costs or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the temporary loss of use of the Future Development Property and/or relocation of parking spaces, or the relocation of any person(s), business(es), or other occupant(s) located on within, on, or about, the Demised Premises during any period of construction, as contemplated under subsection 4.D., above (collectively, "Relocation Claims"), including waiver and release of any relocation rights under Government Code sections 7260 et seq. or any federal laws ("Relocation Assistance Law"), provided however, that such indemnification shall not apply to any liability, loss, damage, costs or expenses caused by the gross or active negligence or willful misconduct of the Agency, or its agents, servants, employees or contractors. The Agency shall not be responsible for any acts, errors or omissions of any person or entity except the Agency and its respective agents, servants, employees or contractors. Notwithstanding the foregoing, Marina Tower does not waive any claims it may have against the Agency for any breach by Agency of its obligations to provide, or cause the Developer to provide, the alternate parking spaces during the period of construction of the Parking Structure, pursuant to Section 4.D., above.

F. Easement Agreement. It is the intent of the Agency and Developer, and agreed to by Marina Tower, that upon conveyance of the Future Development Property to the Developer, Marina Tower and the Developer shall enter into an easement or similar type of agreement (the "Easement Agreement") pursuant to which Marina Tower shall have the right to use and occupy forty-five (45) parking spaces within the Parking Structure, upon its completion. Marina Tower agrees to cooperate with the Agency and Developer in the preparation, execution, and recordation of an Easement Agreement, which Easement Agreement shall provide for and contain all of the following:

i. The term of the Easement Agreement shall be not less than the remaining term of the Lease, as provided for under Section 3 of this Agreement, and shall continue thereafter so long as the Apartment Complex continues to be used and occupied for affordable housing purposes.

ii. Marina Tower and its tenants shall retain the right to use and occupy forty-five (45) parking spaces within the Parking Structure or such other location as mutually agreed upon by Marina Tower and Developer during the term of the Easement Agreement.

iii. The Developer, in cooperation with the Agency, shall provide 45 alternate parking spaces for use by Marina Tower and its tenants during the period of construction of the Parking Structure, in accordance with the provisions of Section 4.D., above.

iv. The Developer shall maintain and repair the Parking Structure in good condition and repair.

v. Compensation to be paid by Marina Tower for use of the parking spaces in the Parking Structure shall not exceed ONE DOLLAR (\$1.00) per year. In addition, Marina Tower shall pay to the Developer a fair and equitable share of the costs of maintenance, insurance and taxes incurred by the Developer for the operation of the Parking Structure, as follows:

(a) Commencing in the first year of operation of the Parking Structure and continuing through December 31, 2017, Marina Tower shall pay to Developer per year the lesser of (i) an amount equal to eighty percent (80%) of the Apartment Complex's Net Cashflow, as defined below; for that year (ii) Marina Tower's pro-rata share of the costs of maintenance, insurance and taxes incurred by the Developer for the operation of the Parking Structure for that year; or (iii) TWENTY-FIVE THOUSAND DOLLARS (\$25,000), which amount shall be adjusted annually after the first full year of operation of the Parking Structure by the lesser of (x) the changes in the Consumer Price Index of the Bureau of Labor Statistics, U.S. Department of Labor for All Urban Consumers, San Francisco Bay Region, California ("CPI Adjustment"), or (y) three and one-half percent (3.5%). Payments shall be pro-rated for partial years, based on a thirty (30) day month.

(b) Commencing on January 1, 2018 and continuing throughout the remaining term of the Lease, Marina Tower shall pay to Developer per year the lesser of (i) an amount equal to one hundred percent (100%) of the Apartment Complex's Adjusted Net Cashflow, as defined below in this paragraph (b); for that year; (ii) Marina Tower's pro-rata share of the costs of maintenance, insurance and taxes incurred by the Developer for the operation of the Parking Structure for that year; or (iii) the amount calculated under subsection 4.F.v.(a)(iii), above, as adjusted through December 31, 2017, and as further adjusted annually thereafter by the lesser of the CPI Adjustment described in subsection 4.F.v.(a)(iii), above, or three and one-half percent (3.5%). For purposes of the payments required to be made by Marina Tower pursuant to this Section 4.F.v.(b), "Adjusted Net Cashflow" shall mean the calculation of Net Cashflow without deducting the payment of the Partnership Management Fee, as defined below. Stated another way, the Partnership Management Fee shall not constitute an operating expense for purposes of calculating Adjusted Net Cashflow and the Developer payment pursuant to this paragraph (b).

(c) For purposes of this Section 4.F.v., "Net Cashflow" means all rents, revenues, consideration or income (of any form) derived by Marina Tower in connection with or relating to the ownership or operation of the Apartment Complex, including any revenue derived from any refinancing of the Apartment Complex (excluding any proceeds from the Agency's Loan or the City HOME Loan), less all of the following: (i) all customary and reasonable costs and expenses in connection with the operation and maintenance of the

Apartment Complex; (ii) a property management fee (previously approved in writing by Agency); (iii) any deferred developer fee (where such deferred developer fee was previously approved, in writing by Agency); (iv) a management fee ("Partnership Management Fee") not to exceed \$25,000 (which amount shall be adjusted annually by the lesser of the CPI Adjustment or three and one-half percent (3.5%)); (v) principal and interest paid by Marina Tower on account of any mortgage financing, loan(s) or other obligations approved by Agency; (vi) amounts (previously approved by the Agency) expended to restore the Apartment Complex after a casualty loss or condemnation; (vii) reasonable and customary costs for accounting and auditing the books and records of the Apartment Complex; (viii) taxes; any amounts (previously approved by Agency) reserved by Marina Tower as an operating contingency reserve account and a replacement reserve account (and deposited in an account approved by Agency) for the Apartment Complex which reserves shall not exceed THREE HUNDRED AND FIFTY DOLLARS (\$350.00) per unit, per year; and (ix) any other reserves required by an approved lender or investor and approved by Agency.

Notwithstanding the foregoing, the following items are not expenses or deductible in computing Net Cashflow: (i) payment of any fees or expenses or of any portion of the Net Cashflow to Marina Tower; (ii) income taxes imposed upon Marina Tower's income; (iii) payment of interest on any indebtedness of Marina Tower to any affiliate of Marina Tower (individual or entity) or to any other third-party lender or partner not otherwise approved by Agency; and (iv) depreciation, cost recovery, amortization and similar items which do not involve the expenditure of cash. The parties hereto acknowledge that Union Bank of California, N.A., in its capacity as Bondowner Representative with respect to the bond financing obtained by Marina Tower for the acquisition and rehabilitation of the Apartment Complex ("Senior Lender"), is not an affiliate of Marina Tower.

vi. Indemnification and insurance provisions on the part of Marina Tower and the Developer, as may be reasonable and customary, relating to the use of the parking spaces in the Parking Structure.

vii. The location of the parking spaces within the Parking Structure to be used by Marina Tower and its tenants shall be determined by Developer, subject to the reasonable approval of Marina Tower; provided, however, the Developer shall reasonably consider the overall demographics of Marina Tower's tenant base (i.e., senior citizens, handicaps and other physical restrictions) in the design of, access to and location of the parking spaces in the Parking Structure.

viii. Mortgagee protection provisions, as may be reasonable and customary, in favor of Senior Lender.

ix. Such other terms and conditions as may be mutually agreeable between the parties.

G. Marina Tower agrees it shall reasonably cooperate with the Agency and Developer in the preparation, execution and recordation (as appropriate) of an amendment to the Lease, as provided for in Section 4.C.3., and an Easement Agreement with the Developer, as

provided for in Section 4.C.4., containing the provisions set forth in Section 4.F. If Marina Tower fails to execute an amendment to the Lease and/or Easement Agreement that complies with the requirements of and intent of Section 4.F, or in the event any dispute arises between or among the Agency, Marina Tower and/or the Developer with respect to any such Amendment to the Lease or Easement Agreement, the Agency, Marina Tower and Developer shall meet and confer in good faith to resolve the matter. Each party shall make all reasonable efforts to provide to the other parties all information relevant to the dispute, to the end that all parties will have appropriate and adequate information to resolve the dispute. If the parties cannot reach a mutual agreement and resolve the matter, the parties shall attempt in good faith to resolve any such dispute by mediation conducted by a mediator mutually selected by the parties or in the absence of mutual agreement of a mediator, a panel of three (3) mediators where the parties each select one mediator, and those mediators select the third mediator. The third mediator shall serve as chairperson and shall adhere to the Commercial Mediation Rules of the American Arbitration Association. The parties shall promptly and diligently cooperate with each other and the mediator(s) and perform such acts as may be necessary for an expeditious resolution of the dispute. The costs of such proceeding, including the fees of the mediator(s), shall be borne equally by the parties to the dispute. In the event the parties cannot reach a mutual agreement following the mediation process set forth above, the parties agree to submit the dispute to judicial reference as provided in that certain Alternative Dispute Resolution Agreement between Marina Tower and the Senior Lender, dated as of August 1, 2005, which is part of the Loan Documents relating to Senior Lender's financing provided for the acquisition and rehabilitation of the Apartment Complex.

5. Notices. Any notices required to be sent to Agency and/or Marina Tower pursuant to the Lease, as modified by this Agreement, shall be addressed as follows:

If to Agency: Redevelopment Agency of the City of Vallejo
 555 Santa Clara Street, 3rd Floor
 Vallejo, CA 94590
 Attn: Executive Director

with a copy to:
 Redevelopment Agency of the City of Vallejo
 555 Santa Clara Street, 3rd Floor
 Vallejo, CA 94590
 Attn: Community Development Director

and a copy to:
 Redevelopment Agency of the City of Vallejo
 555 Santa Clara Street, 3rd Floor
 Vallejo, CA 94590
 Attn: Agency Counsel

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If to Marina Tower: Marina Tower Associates
345 Spear Street, Suite 700
San Francisco, CA 94105
Attn: Vice President, Northpoint Housing, Inc.

6. Approval by Agency of Assignment. Subject to and upon all the terms and conditions set forth in this Agreement and the Lease, Agency hereby approves the assignment by Baskin and assumption by Marina Tower of all of Baskin's rights and obligations under the Lease. Agency is a beneficiary of this Agreement. As such, the provisions of this Agreement inure to the benefit of and are enforceable by Agency. Agency agrees that in the event the Agency Loan to Marina Tower is assigned pursuant to the terms of the Agency loan agreement, this Lease may also be assigned to the assignee of the Agency Loan.

7. HUD Approval Limited to Original Term of Lease. The parties hereby agree that the last sentence of Section 5.02 of the original Lease, providing the Department of Housing and Urban Development with certain approval rights, shall have no force and effect after May 31, 2027, the expiration date of the original term of the Lease.

8. Effect of Agreement. Except as specifically modified by this Agreement, all other terms of the Lease shall be in full force and effect.

9. Attorneys' Fees. If any party hereto commences an action against any other party arising out of or in connection with this Agreement, the prevailing party or parties shall be entitled to recover from the losing party or parties reasonable attorneys' fees and expenses and costs of suit.

10. Governing Law. This Agreement shall be construed under and shall in all respect be governed by the laws of the State of California.

11. Terms Are Binding. All of the terms, covenants, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective heirs, executors, representatives, successors and assigns.

12. Joint and Several Obligation. The obligations hereunder imposed upon Marina Tower shall be joint and several.

13. Time of Essence. Time is of the essence in this Agreement.

14. Interpretation. The titles to the sections of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by all parties. All exhibits referred to in this Agreement are attached hereto and incorporated by reference. All capitalized terms not

expressly defined in this Agreement shall have the respective meanings given such terms in the Lease. The Recitals are incorporated into the term of this Agreement.

15. Brokerage Commission. The parties each represent that they have not been represented by any broker in connection with this Agreement, and that no real estate broker's commission, finder's fee or other compensation (individually and collectively, "Commission") is due or payable. Baskin and Marina Tower each agree to indemnify and hold harmless Agency from any claims or liability, including reasonable attorneys' fees, in connection with a claim by any person for a Commission based upon any statement, representation or agreement of Baskin or Marina Tower, respectively.

16. Authorization. Each individual or entity executing this Agreement on behalf of Baskin, Marina Tower or Agency represents and warrants that he or she or it is duly authorized to execute and deliver this Agreement on behalf of Baskin, Marina Tower or Agency, respectively and that such execution is binding upon Baskin, Marina Tower or Agency, as applicable.

17. Severability. If any term, provision, or condition of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties.

18. Entire Agreement. This Agreement sets forth the entire understanding of the parties in connection with the subject matter hereof. There are no agreements between Agency, on one hand, and both Baskin and Marina Tower, on the other hand, or any agreements between Agency and Marina Tower, relating to the Lease or the Demised Premises other than those set forth in writing and signed by the parties in this Agreement. No party hereto has relied upon any understanding, representation or warranty not set forth herein, either oral or written, as an inducement to enter into this Agreement. Except as may be expressly provided in this Agreement, nothing contained herein is intended or shall be construed to amend, modify or waive any of the provisions of the Lease, and the Lease is hereby ratified, confirmed and approved in all respects.

19. Counterparts. This Agreement may be executed in counterparts, which counterparts shall be construed as a single document and have the same effect as if all of the parties had executed the same instrument.

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IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF VALLEJO

By: Roger L. Kemp
Roger L. Kemp
Executive Director

MARINA TOWER:

**MARINA TOWER ASSOCIATES,
a California limited partnership,**

By: BRIDGE TOWER LLC,
a California limited liability company
(Its Managing General Partner)

By: NORTHPPOINT HOUSING, INC.,
a California nonprofit public benefit
corporation
(Its Member/Manager)

By: [Signature]
Its: VP - Lydia Tan

By: JSCO TOWER, LLC,
a California limited liability company;
(Its Co-General Partner)

By: THE JOHN STEWART COMPANY,
a California corporation
(Its Member/Manager)

By: Jack B. Gardner
Its: President
Jack P. Gardner

Baskin hereby enters into this Agreement as the Assignor hereunder, and agrees to be bound by this Agreement only as this Agreement relates to the assignment by Baskin to, and the assumption by, Marina Tower of all of Baskin's rights, title and interest under the Lease with respect to the Demised Premises. Baskin shall have no rights or obligations hereunder with respect to the provisions contained in Sections 3 and 4 of this Agreement.

BASKIN:

By: Jack Baskin
Jack Baskin, as Trustee of the Jack Baskin
Trust, dated September 4, 1995



DEPARTMENT OF
FINANCE

EDMUND G. BROWN JR. • GOVERNOR

915 L STREET • SACRAMENTO CA • 95814-2706 • WWW.DOF.CA.GOV

July 15, 2013

Ms. Debra Lauchner, Finance Director
City of Vallejo Successor Agency
555 Santa Clara Street
Vallejo, CA 94590

Dear Ms. Lauchner:

Subject: Approval of Oversight Board Action

The City of Vallejo Successor Agency (Agency) notified the California Department of Finance (Finance) of its March 21, 2013 oversight board (OB) resolution on April 3, 2013. Pursuant to Health and Safety Code (HSC) section 34179 (h), Finance has completed its review of the OB action.

Based on our review and application of the law, OB Resolution No. 13-2 approving the transfer of thirteen parcels used for governmental purposes from the Agency to the City of Vallejo is approved. HSC section 34181 (a) lists governmental purpose assets to include roads, school buildings, parks, police and fire stations, libraries, and local agency administrative buildings, to the appropriate public jurisdiction pursuant to any existing agreements relating to the construction or use of such an asset. The transfer of assets referred to in OB Resolution No. 13-2 meets the definition as previously described. This is our determination with respect to the OB action taken.

Please direct inquiries to Wendy Griffe, Supervisor, or Jenny DeAngelis, Lead Analyst at (916) 445-1546.

Sincerely,

STEVE SZALAY
Local Government Consultant

cc: Mr. Dan Marks, Interim Economic Development Director, City of Vallejo
Mr. Jun Adeva, Deputy Auditor Controller, County of Solano
Mr. Steven Mar, Bureau Chief, Local Government Audit Bureau, California State
Controller's Office
California State Controller's Office

EXHIBIT A

PROPERTIES TO BE TRANSFERRED TO CITY

VALLEJO SUCCESSION AGENCY TRANSFER PARCELS

<p>APN: 055-160-030 Street Address: Mare Island Way Description: Services Club Park Current Use: Open Space/Park Proposed Use: Open Space/Park Size: 43,560 sq. ft. (lot) Waterfront Plan: Public Access/Parks/Plaza BCDC Plan: Waterfront Park/Beach Encumbrance: State Lands Commission Exchange Agreement, BCDC Permit</p>	
<p>APN: 055-160-040 Street Address: Mare Island Way Description: Services Club Park Current Use: Open Space/Park Proposed Use: Open Space/Park Waterfront Plan: Public Access/Parks/Plaza BCDC Plan: Waterfront Park/Beach Size: 47,045 sq. ft. (lot) Encumbrance: State Lands Commission Exchange Agreement, BCDC Permit</p>	<p>Same as 055-160-030</p>
<p>APN: 055-160-050 Street Address: Mare Island Way Description: Services Club Park Current Use: Open Space/Park Proposed Use: Open Space/Park Waterfront Plan: Public Access/Parks/Plaza BCDC Plan: Waterfront Park/Beach Size: 65,776 sq. ft. (lot) Encumbrance: State Lands Commission Exchange Agreement, BCDC Permit</p>	

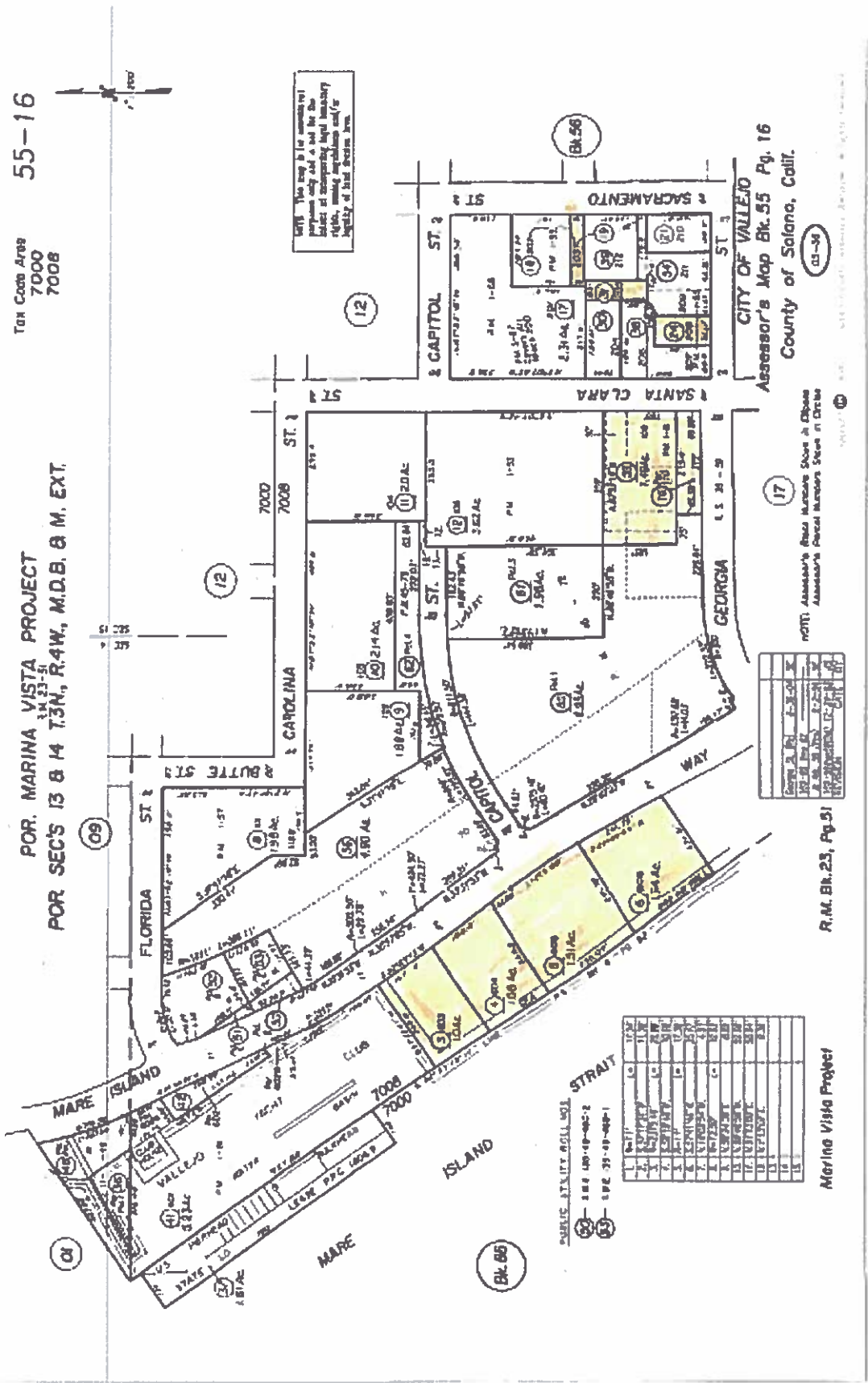
<p>APN: 055-160-060 Street Address: 301 Mare Island Way Description: Services Club Park Current Use: Open Space/Park Proposed Use: Open Space/Park Waterfront Plan: Public Access/Parks/Plaza BCDC Plan: Waterfront Park/Beach Size: 58,370 sq. ft. (lot) Encumbrance: State Lands Commission Exchange Agreement, BCDC Permit</p>	<p>Same as 055-160-050</p>
<p>APN: 055-160-160 Street Address: Georgia Street Description: Unity Park Plaza Current Use: Open Space/Park Proposed Use: Open Space/Park Size: 18,075 sq. ft. (lot) Waterfront Plan: Public/Access/Parks/Plaza</p>	
<p>APN: 055-160-190 Street Address: off Sacramento Street Description: Georgia Pedestrian Mall/Pocket Park Current Use: Open Space/ Walkway/Park Proposed Use: Open Space/ Walkway/Park Size: 5,500 sq. ft. Downtown Specific Plan: Georgia Mall Paseo</p>	

<p>APN: 055-160-240 Street Address: 212 Georgia Street Description: Georgia Pocket Park Current Use: Open Space/Walkway/Park Proposed Use: Open Space/Walkway/Park Size: 10,445 sq. ft. Downtown Specific Plan: Georgia Mall Paseo</p>	
<p>APN: 055-160-310 Street Address: No direct street access Description: Georgia Pedestrian Mall/Pocket Park Current Use: Open Space/ Walkway/Park Proposed Use: Open Space Walkway/Park Size: 6,618 sq. ft. Downtown Specific Plan: Georgia Mall Paseo</p>	
<p>APN: 055-160-590 Street Address: 505 Santa Clara Description: JFK Library Current Use: Solano County Library/ City offices Proposed Use: Solano County Library/ City Offices Size: 1.49 acre Waterfront Plan: Public Facility</p>	

<p>APN: 055-170-100 Street Address: Mare Island Way Description: Waterfront Park Current Use: Open Space/ Park Proposed Use: Park Size: 58,806 sq. ft. Waterfront Plan: Public/Access Parks/Plaza BCDC Plan: Waterfront Park/Beach Encumbrance: State Lands Commission Exchange Agreement, BCDC Permit</p>	
<p>APN: 055-170-170 Street Address: off Georgia Street Description: Georgia Pedestrian Mall/Pocket Park Current Use: Open Space/Walkway/Park Proposed Use: Open Space/Walkway/Park Size: 9,300 sq. ft. Downtown Specific Plan; Georgia Mall Paseo</p>	
<p>APN: 055-170-410 Street Address: 287 Mare Island Way Description: Independence Park Current Use: Open Space/Park Proposed Use: Open Space/Park Size: 18,005 sq. ft. Waterfront Plan: Public/Access Parks/Plaza BCDC Plan: Waterfront Park/Beach Encumbrance: State Lands Commission Exchange Agreement, BCDC Permit</p>	

APN: 055-170-550
Street Address: 1 -3 Curtola Parkway
Description: portion of Waterfront Park
Current Use: Open Space
Proposed Use: Open Space/Park
Size: 69,696 sq. ft.
Waterfront Plan: Public/Access
Parks/Plaza
BCDC Plan: Waterfront Park/Beach
Encumbrance: State Lands Commission
Exchange Agreement, BCDC Permit







THE VALLEJO STATION PROJECT AND WATERFRONT PROJECT
Figure 1: PARCEL MAP



RESOLUTION 13-2

A RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE FORMER VALLEJO REDEVELOPMENT AGENCY, DIRECTING THE TRANSFER OF PROPERTY CONSTRUCTED AND USED FOR GOVERNMENTAL PURPOSES FROM THE SUCCESSOR AGENCY TO THE CITY OF VALLEJO, AND MAKING RELATED FINDINGS AND DECLARATIONS

~~WHEREAS, ABx1 26 (the "Dissolution Act") was enacted in late June 2011 and was held by the California Supreme Court to be largely constitutional on December 29, 2012; and~~

WHEREAS, pursuant to Health and Safety Code section 34173(d), the City of Vallejo ("RDA Successor Agency") is the successor agency to the former Vallejo Redevelopment Agency ("Agency"); and

WHEREAS, Health and Safety Code section 34179(a) provides that each successor agency shall have an oversight board composed of seven members; and

WHEREAS, the Oversight Board is the RDA Successor Agency's oversight board pursuant to Health and Safety Code section 34179(a); and

WHEREAS, on June 27, 2012, the Legislature passed and the Governor signed AB 1484, the primary purpose of which is to make technical and substantive amendments to the Dissolution Act based on experience to-date at the state and local level in implementing that act. As a budget "trailer bill", AB 1484 took immediate effect upon signature by the Governor; and

WHEREAS, pursuant to AB1x 26, as modified by *California Redevelopment Association v. Ana Matosantos*, on February 1, 2012, all real property owned by the Agency was transferred to the RDA Successor Agency pursuant to Health and Safety Code Section 34175(b); and

WHEREAS, Health and Safety Code Section 34181(a) authorizes the Oversight Board to direct disposition by the RDA Successor Agency to the appropriate public agency of real property that was constructed and used for a governmental purpose, specifically including property used for parks and libraries; and

WHEREAS, the properties listed in Exhibit A attached hereto and incorporated by reference (the "Properties") are used for park and library purposes, as further described in Exhibit A, and the City, as the public jurisdiction generally responsible for the ownership, operation and maintenance of municipal public facilities in the City of Vallejo, is the appropriate public agency to receive title to the Transfer Properties; and

WHEREAS, Health and Safety Code Section 34177(e) authorizes the RDA Successor Agency to dispose of the Properties to the City pursuant to the Oversight Board's direction and approval; and

WHEREAS, public notice of the proposed actions set forth in this Resolution was published in the RDA Successor Agency's newspaper of general circulation on March 10, 2013 in compliance with the requirement of Health and Safety Code Section 34181(f); and

WHEREAS, the accompanying staff report provides supporting information upon which the action set forth in this Resolution is based.

NOW, THEREFORE, THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE FORMER VALLEJO REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference. The Recitals, together with information provided by the RDA Successor Agency staff and the public, form the basis for the approvals, findings, resolutions, and determinations set forth below.

SECTION 2. CEQA Compliance. The transfer of the Properties to the City is exempt from the requirements of the California Environmental Quality Act pursuant to State CEQA Guidelines Section 15301 (as an action resulting in continuation of an existing facility) and Section 15325(f) (as a transfer to preserve open space or lands for park purposes).

SECTION 3. Disposition of Properties. Consistent with Health & Safety Code Sections 34181(a) and 34191.3, the Oversight Board hereby directs the RDA Successor Agency to transfer ownership of the Properties by grant deed to the City as the appropriate public agency to own, operate, and maintain properties used and constructed for park and library purposes.

SECTION 4. Further Actions. The Oversight Board hereby authorizes the RDA Successor Agency Executive Director or the Executive Director's designee to execute the grant deed and to take any other action and execute any other documents, in consultation with the Vallejo City Attorney, acting in the capacity of counsel to the RDA Successor Agency, as may be necessary to implement the transfer of the Properties to the City pursuant to the terms approved in this Resolution.

SECTION 5. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Oversight Board declares that the Oversight Board would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

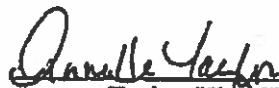
SECTION 6. Certification. The City Clerk of the City of Vallejo, acting on behalf of the Oversight Board as its Secretary, shall certify to the adoption of this Resolution.

SECTION 7. Notification. The RDA Successor Agency is hereby directed to notify the California Department of Finance of the actions set forth in this Resolution in accordance with Health and Safety Code Section 34181(f).

SECTION 8. Effective Date. This Resolution shall take effect at the time and in the manner prescribed in Health and Safety Code Section 34179(h) and Section 34181(f).

PASSED AND ADOPTED this 21st day of March, 2013 by the following vote:

AYES:	Vice Chair Taylor, Boardmembers Brown, Hannigan, Jordan, and McAfee
NOES:	None
ABSTAIN:	None
ABSENT:	Boardmembers da Silva and Lea


Annette Taylor, Vice Chair

ATTEST:


Dawn G. Abrahamson, Secretary

EXHIBIT A

PROPERTIES TO BE TRANSFERRED TO CITY

[Should include:

1. Chart prepared by Cass showing properties and photos; and
 2. Assessor's parcels maps showing relevant parcels.]
-

**CITY COUNCIL RESOLUTION NO. 13-067 N.C.
SUCCESSOR AGENCY RESOLUTION NO 13-003**

**A JOINT RESOLUTION OF SUCCESSOR AGENCY FOR THE FORMER VALLEJO
REDEVELOPMENT AGENCY AND THE CITY OF VALLEJO EXECUTING GRANT DEEDS
TO TRANSFER OWNERSHIP OF GOVERNMENT USE PROPERTIES FROM THE
SUCCESSOR AGENCY TO THE CITY OF VALLEJO**

BE IT RESOLVED by the Successor Agency and the City Council of the City of Vallejo as follows:

WHEREAS, ABx1 26 (the "Dissolution Act") was enacted in late June 2011 and was held by the California Supreme Court to be largely constitutional on December 29, 2012, and as a consequence the Redevelopment Agency of the City of Vallejo (the "Former Agency") was dissolved on February 1, 2012; and

WHEREAS, pursuant to Health and Safety Code section 34173(d), the City of Vallejo (the "City") elected to become the successor agency (the "Successor Agency") to the Former Agency; and

WHEREAS, pursuant to Health and Safety Code section 34173(g), the Successor Agency is a separate public agency from the City; and

WHEREAS, pursuant to Health and Safety Code section 34179(a), an Oversight Board has been appointed to approve certain actions of the Successor Agency; and

WHEREAS, pursuant to AB1x 26, all real property owned by the Former Agency was transferred to the Successor Agency pursuant to Health and Safety Code Section 34175(b); and

WHEREAS, Health and Safety Code Section 34181(a) authorizes the Oversight Board to direct disposition by the Successor Agency to the appropriate public agency of real property that was constructed and used for a governmental purpose, specifically including property used for parks; and

WHEREAS, the properties listed in **Exhibit A** attached hereto and incorporated by reference (the "Properties") are used for park purposes, as further described in **Exhibit A**, and the City, as the public jurisdiction generally responsible for the ownership, operation and maintenance of municipal public facilities in the City, is the appropriate public agency to receive title to the Properties; and

WHEREAS, Health and Safety Code Section 34177(e) authorizes the Successor Agency to dispose of the Properties to the City pursuant to the Oversight Board's direction and approval; and

WHEREAS, at its March 21 2013 meeting the Oversight Board for the Successor Agency by a unanimous vote directed the Successor Agency to transfer ownership of the Properties by grant deed to the City as the appropriate public agency to own, operate, and maintain properties used and constructed for park purposes, and the City desires to own these properties; and

WHEREAS, the Oversight Board's action regarding transfer of the Properties to the City shall become effective at the time and in the manner prescribed in Health and Safety Code sections 34179(h) and Section 34181(f); and

WHEREAS, for the purposes of Government Code section 65402(a), the City Council serves as the planning agency of the City and finds that the transfer of the Properties to the City is consistent with the Vallejo General Plan, as further described in the staff report; and

WHEREAS, the transfer of the Properties to the City is exempt from the requirements of the California Environmental Quality Act pursuant to State CEQA Guidelines section 15301 (as an action resulting in continuation of an existing facility) and section 15325(f) (as a transfer to preserve open space or lands for park purposes).

NOW, THEREFORE, BE IT RESOLVED by the Successor Agency and City Council as follows:

Section 1: Recitals. The foregoing recitals are true and correct, and are hereby incorporated by reference.

Section 2: Conveyance of Properties. The Successor Agency of the City of Vallejo, as the successor in interest to the former Redevelopment Agency of the City of Vallejo, authorizes the Executive Director to transfer title to properties shown in Exhibit A from the Successor Agency to the City of Vallejo and for City Manager of the City of Vallejo is authorizes to accept grant deed title of said properties upon the effective date of the Oversight Board's action pursuant to Health and Safety Code sections 34179(h) and Section 34181(f), and subject to prior approval of such transfer by the State Department of Finance.

ADOPTED by the Successor Agency and City Council of the City of Vallejo at a special joint meeting held on June 11, 2013 by the following vote:

AYES: Mayor/Chair Davis, Vice Mayor/Vice Chair Gomes and Councilmembers/Boardmembers Brown, Malgapo, McConnell, Sampayan and Sunga
NOES: None
ABSTAIN: None
ABSENT: None



OSBY DAVIS, MAYOR/CHAIR

ATTEST:



DAWN G. ABRAHAMSON, CITY CLERK/SECRETARY

Exhibit A

PROPERTIES TO BE TRANSFERRED TO THE CITY OF VALLEJO

1. APN 055-160-030: Service Club Park, Mare Island Way
2. APN 055-160-040: Service Club Park, Mare Island Way
3. APN 055-160-050: Service Club Park, Mare Island Way
4. APN 055-160-060: Service Club Park, 301 Mare Island Way
5. APN 055-160-160: Unity Plaza, Georgia Street
6. APN 055-160-190: Georgia Pedestrian Mall/Pocket Park, Sacramento Street
7. APN 055-160-240: Georgia Pedestrian Mall/Pocket Park, 212 Georgia Street
8. APN 055-160-310: Georgia Pedestrian Mall/Pocket Park (Interior Lot)
9. APN 055-170-100: Waterfront Park, Mare Island Way
10. APN 055-170-170: Georgia Pedestrian Mall/Pocket Park, Georgia Street
11. APN 055-170-410: Independence Park, 287 Mare Island Way
12. APN 055-170-550: Waterfront Park, 1 – 3 Curtola Parkway



EDMUND G. BROWN JR. • GOVERNOR

915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

March 28, 2014

Ms. Debra Lauchner, Finance Director
City of Vallejo
555 Santa Clara Street
Vallejo, CA 94590

Dear Ms. Lauchner:

Subject: Approval of Oversight Board Action

The City of Vallejo Successor Agency (Agency) notified the California Department of Finance (Finance) of its January 31, 2014 Oversight Board (OB) Resolution on February 21, 2014. Pursuant to Health and Safety Code (HSC) section 34179 (h), Finance has completed its review of the OB action.

Based on our review and application of the law, OB Resolution No. 14-1 authorizing and directing the execution of a settlement agreement to resolve the Triad Downtown Vallejo, LLC V. Agency court case is approved. The OB found that the Stipulated Judgment will reduce liabilities, increase net revenues, and is in the best interest of the taxing entities. This is our determination with respect to the OB action taken.

Please direct inquiries to Wendy Griffe, Supervisor, or Jenny DeAngelis, Lead Analyst at (916) 445-1546.

Sincerely,

JUSTYN HOWARD
Assistant Program Budget Manager

cc: Mr. Ron Millard, Assistant Finance Director, City of Vallejo
Ms. Simona Padilla-Scholtens, Auditor Controller, Solano County
Ms. Elizabeth Gonzalez, Bureau Chief, Local Government Audit Bureau, California State
Controller's Office
California State Controller's Office

EXCERPT FROM WATERFRONT AMENDED ODA

c. The obligation to seek and apply RPTTF funds and other available funds to reimburse specified previous Developer advances of funds in accordance with Section 114.

Upon fulfillment of the Retained Successor Agency Obligations, the Successor Agency shall have no further obligations under this Fourth Restated Agreement and shall no longer be deemed a party hereto. No future amendment of this Fourth Restated Agreement shall (1) affect in any way the Retained Successor Agency Obligations or (2) impose any other obligations upon the Successor Agency, without the written approval of the Successor Agency and the approval of the Oversight Board and the DOF.

3. Acceptance and Assumption By City. Effective upon the Effective Date, the City accepts the above assignment and assumes the Successor Agency's Assigned Rights and Obligations. In so doing, the City expressly agrees for the benefit of the Developer to perform and observe all obligations and covenants of the Successor Agency and RDA set forth in the Prior Agreement to the extent such obligations and covenants have been carried forward to and remain in this Fourth Restated Agreement. To that end, wherever the term "Agency", referring to the RDA, appeared in a provision of the Prior Agreement that has been carried forward into this Fourth Restated Agreement, that term has been modified to instead refer to the "City" as the party entitled to or responsible for such right or obligation in this Fourth Restated Agreement.

I. [§112] Conveyance of Parcel J To City; Release of Property Interests.

Promptly following the Effective Date, the Successor Agency shall convey its fee title interest in and to Parcel J to the City. The conveyance shall be made by grant deed reasonably acceptable to the parties. Title to Parcel J at the time of such conveyance shall be subject only to those conditions and exceptions set forth in that certain preliminary title report of November 1, 2013 issued by First American Title Company (Order Number 0131-615378ala). The costs of the conveyance of Parcel J, including the cost of any title insurance policy obtained by the City, shall be borne by the City and the Developer.

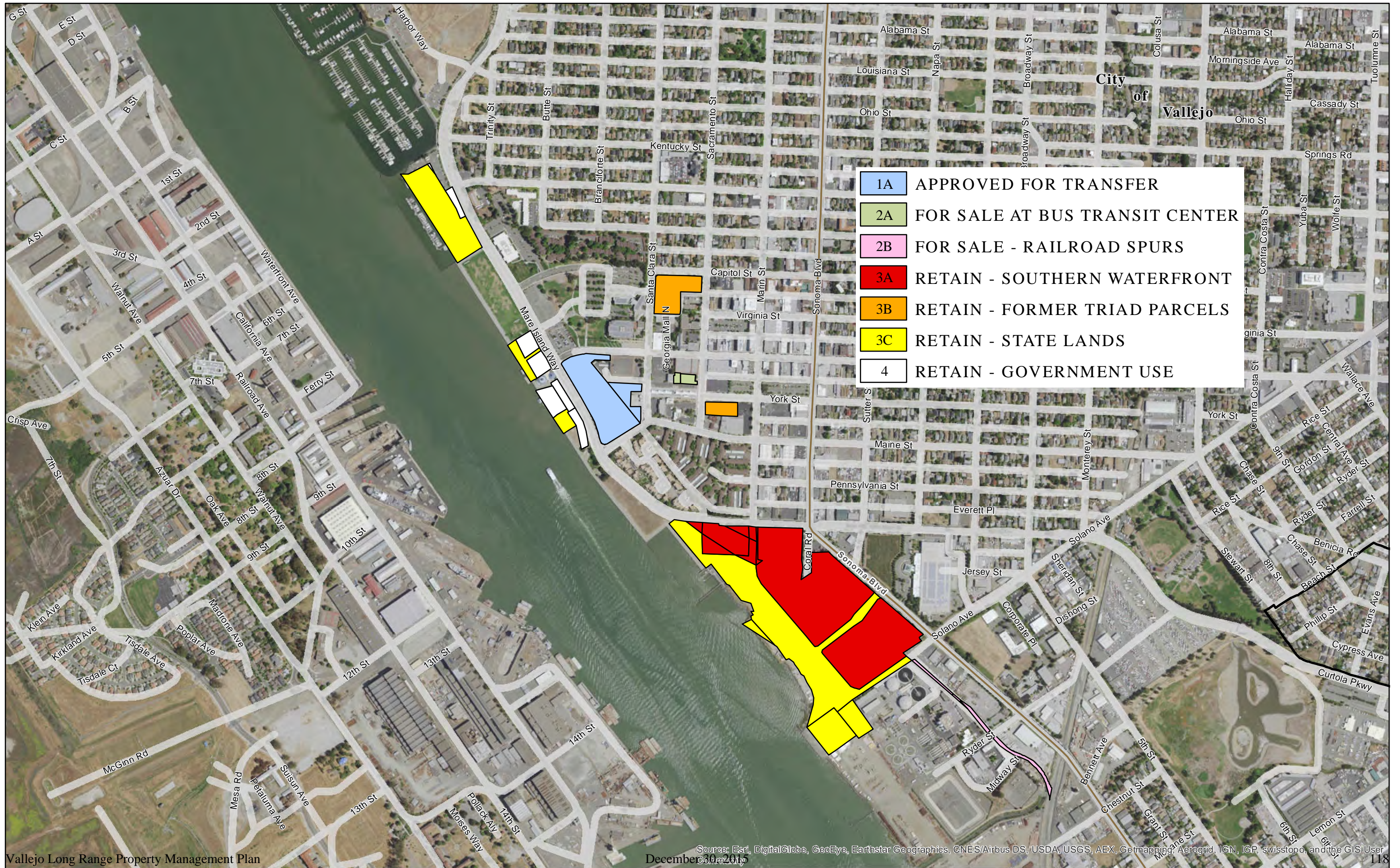
Upon request by the City or the Developer, the Successor Agency shall execute any instrument reasonably required to evidence that neither the Successor Agency nor the dissolved RDA has any right, title or interest in and to any other portion of the Site under the Prior Agreement, this Fourth Restated Agreement, or any law or regulation.

J. [§113] Deposit.

The Developer has made or shall make the following deposits to the RDA or the City as specified below.

1. Initial Deposit. The parties acknowledge and agree that:

a. Prior to or simultaneously with the initial execution of the Prior Agreement by the RDA, the Developer delivered for the benefit of the RDA a deposit of cash or certified check in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) (the

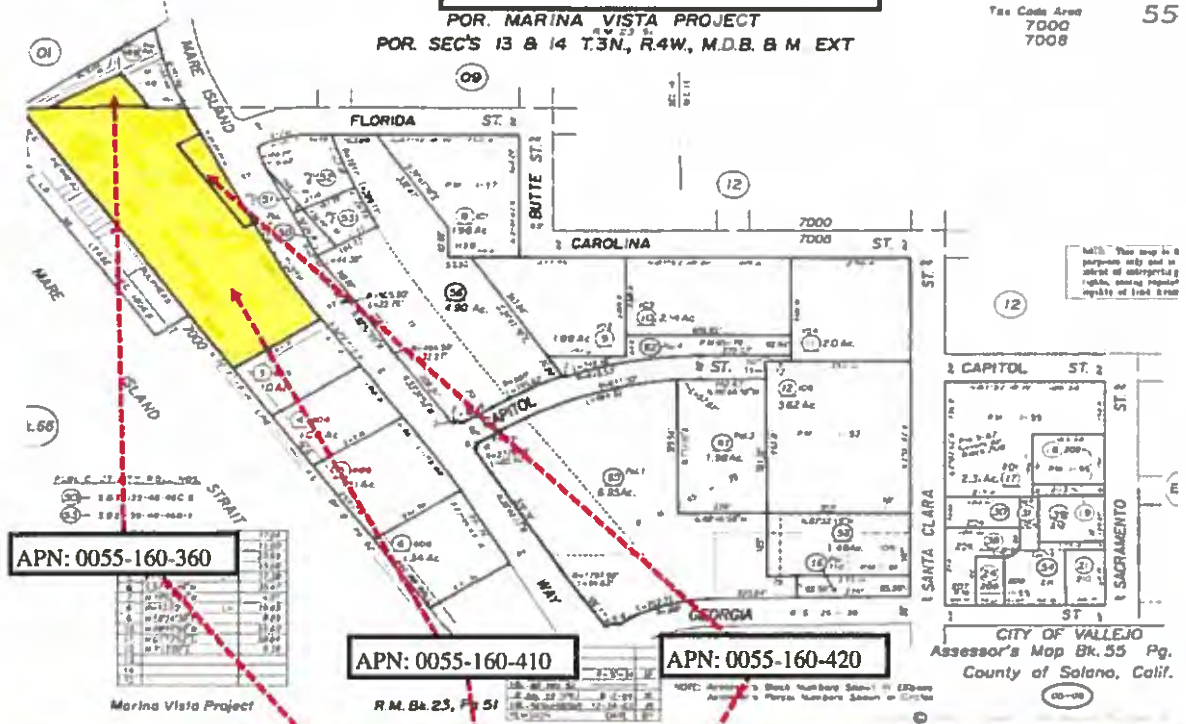


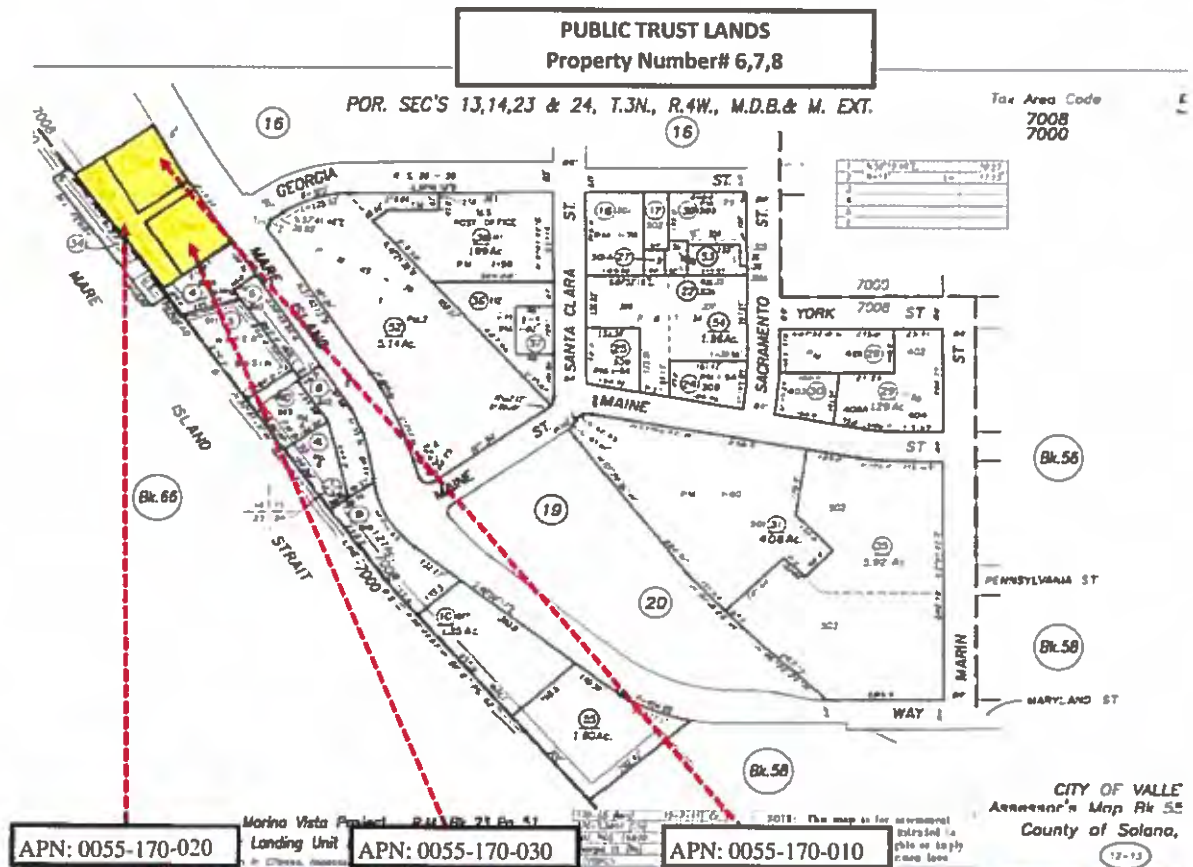
- | | |
|----|--------------------------------|
| 1A | APPROVED FOR TRANSFER |
| 2A | FOR SALE AT BUS TRANSIT CENTER |
| 2B | FOR SALE - RAILROAD SPURS |
| 3A | RETAIN - SOUTHERN WATERFRONT |
| 3B | RETAIN - FORMER TRIAD PARCELS |
| 3C | RETAIN - STATE LANDS |
| 4 | RETAIN - GOVERNMENT USE |

PUBLIC TRUST LANDS
Property # 3, 4, 5

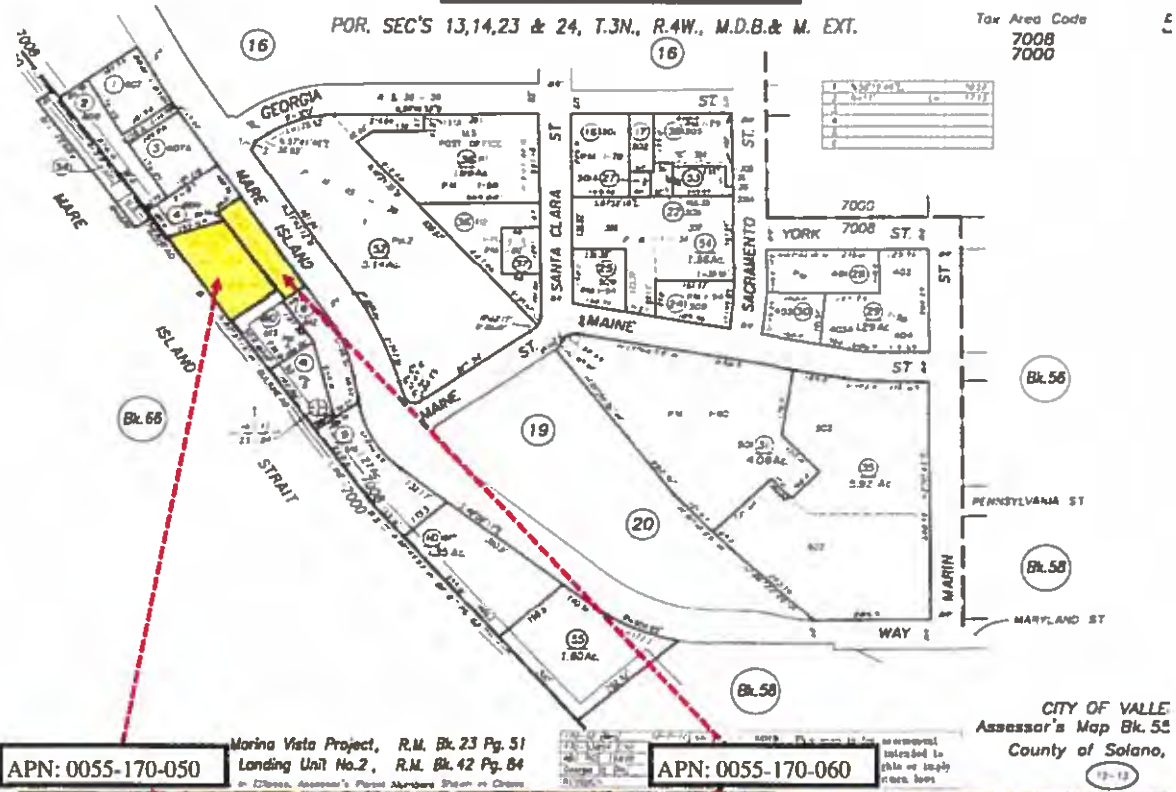
POR. MARINA VISTA PROJECT
POR. SEC'S 13 & 14 T.3N., R.4W., M.D.B. & M EXT

Tax Code Area **55**
7000
7008

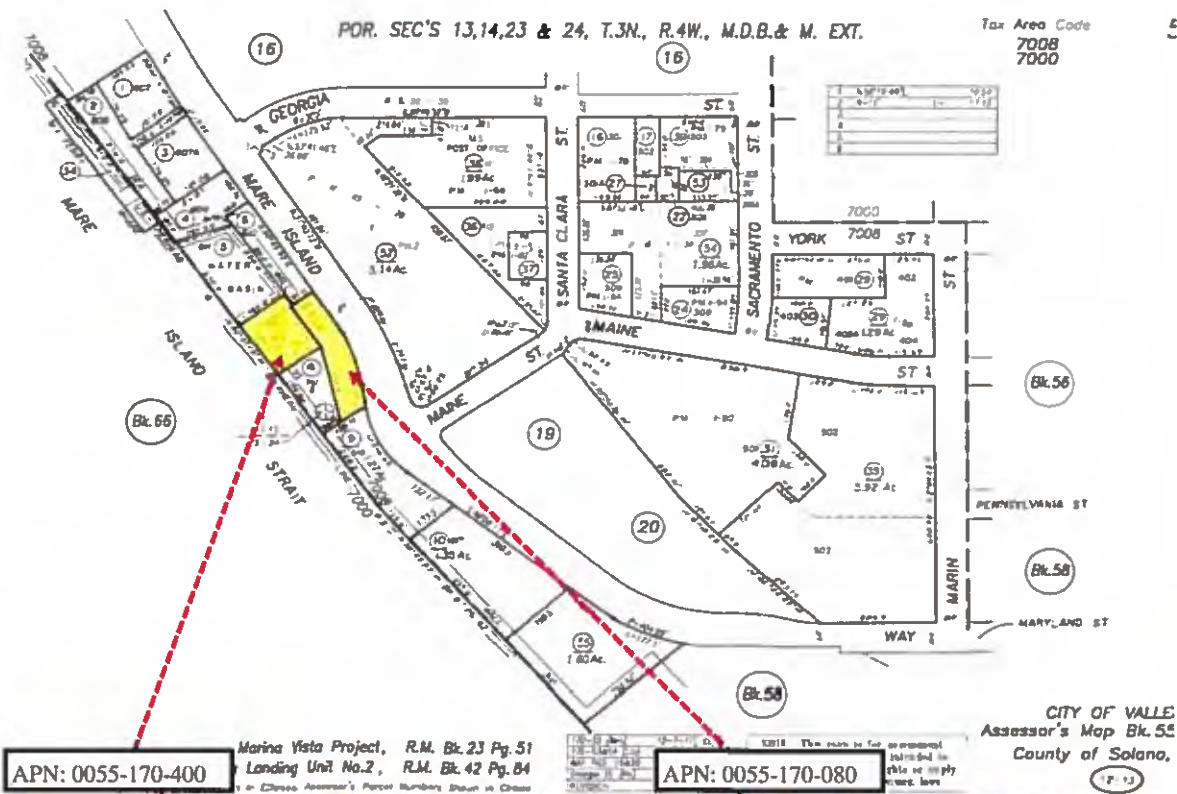




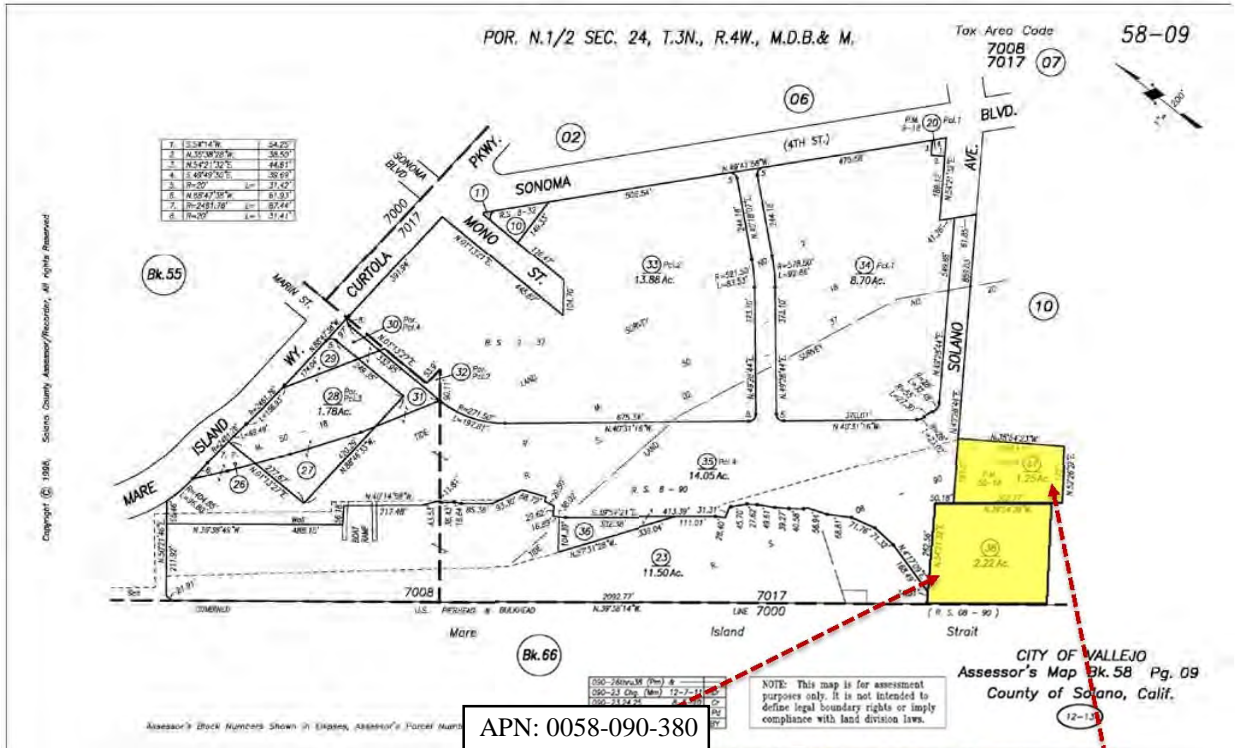
PUBLIC TRUST LANDS
Property Number # 9,10



PUBLIC TRUST LANDS
Property Number # 11,12



Property Numbers
#13, 33



PUBLIC USE PARCELS
Property Number # 14, 15



Marina Vista Project, R.M. Bk. 23 Pg. 51
Mariners Landing Unit No. 2, R.M. Bk. 42 Pg. 84

NOTE: This map is for assessment purposes only. It is not intended to define legal boundary rights or imply compliance with local zoning laws.

CITY OF VALLE
Assessor's Map Bk. 55
County of Solano.



EXHIBIT J
FORMER TRIAD PARCELS
Property # 16

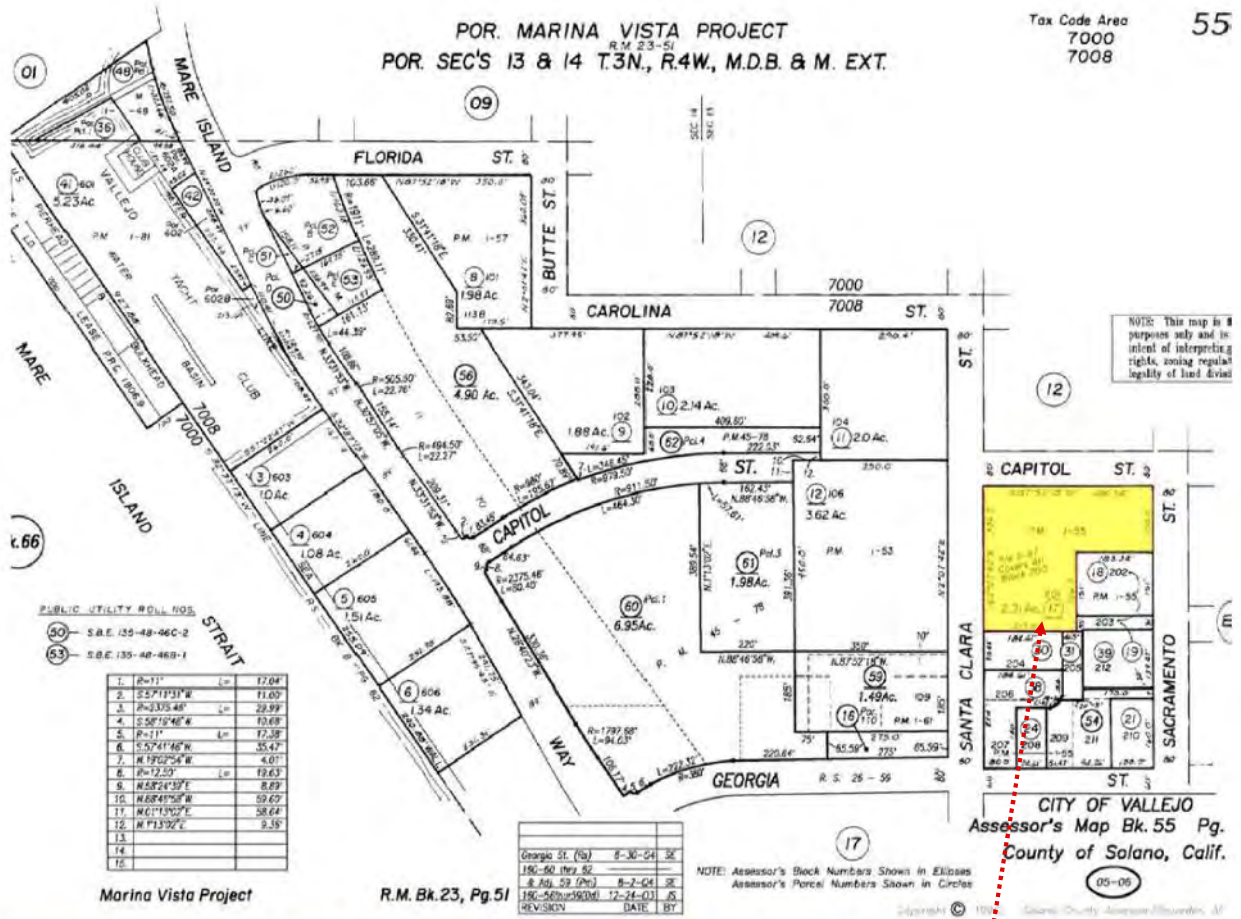
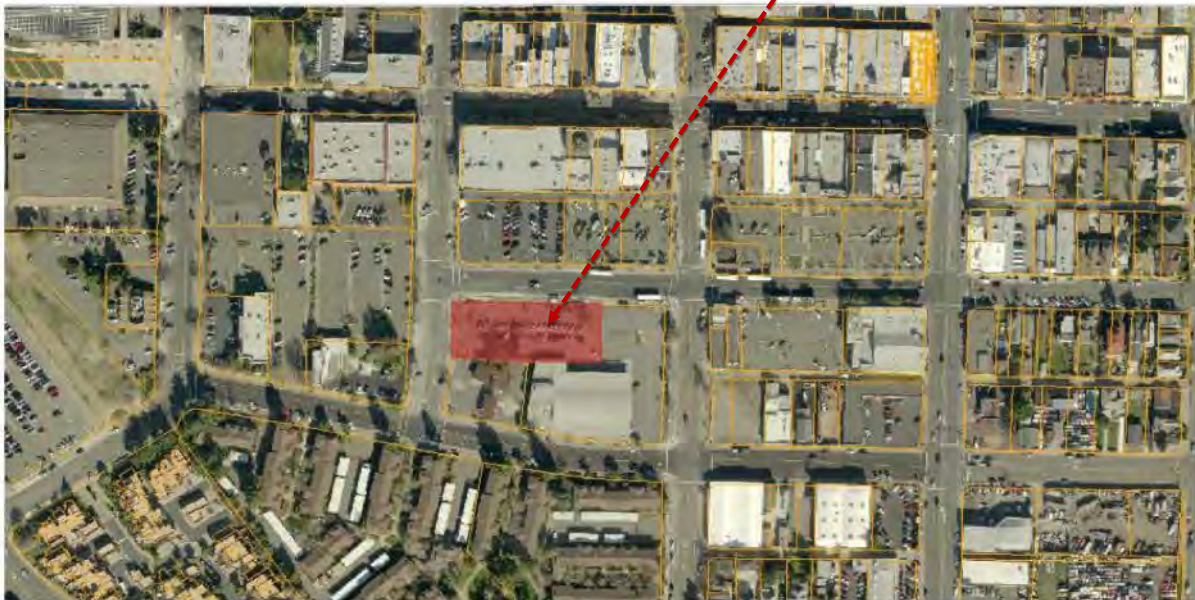
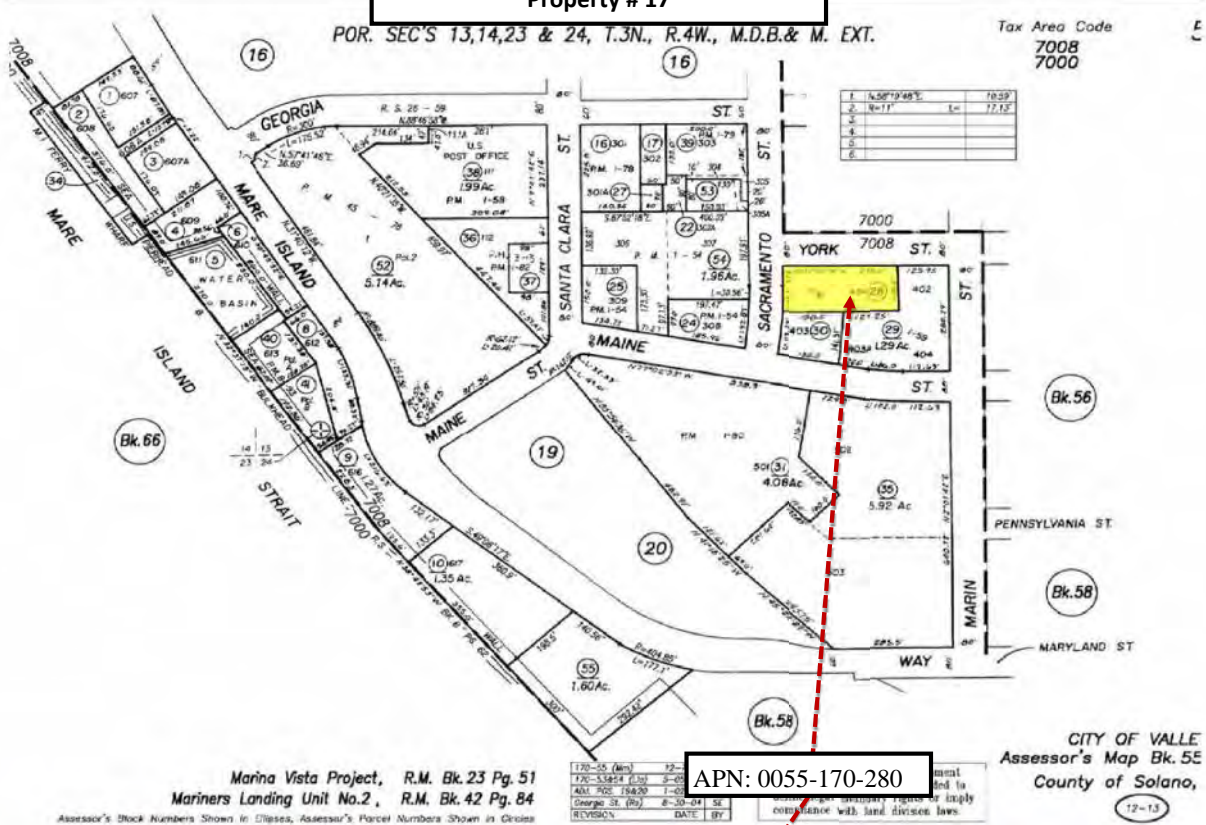
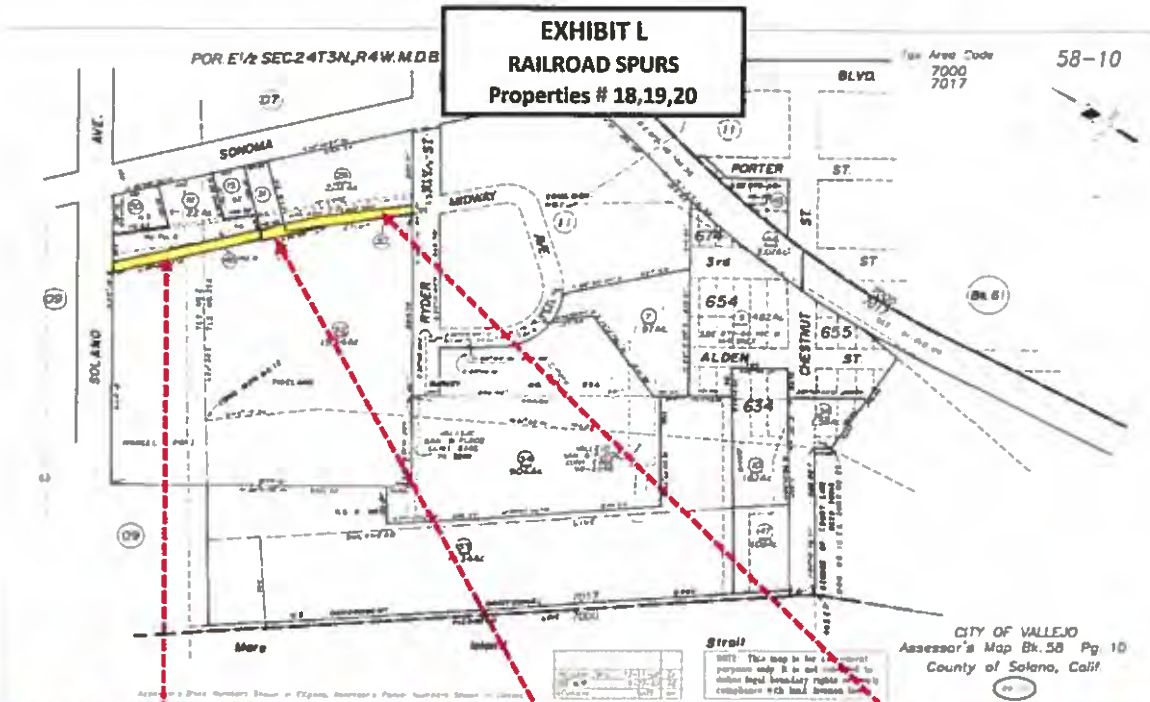


EXHIBIT K
FORMER TRIAD PARCELS
Property # 17





M

RAILROAD SPURS
Property Number # 21

POR. SW1/4 SEC. 19 T3N., R3W M.D.B. 8M
POR. E1/2 SEC. 24 T3N., R4W M.D.B. 8M

Tax Area Code
7000
7017

58-11



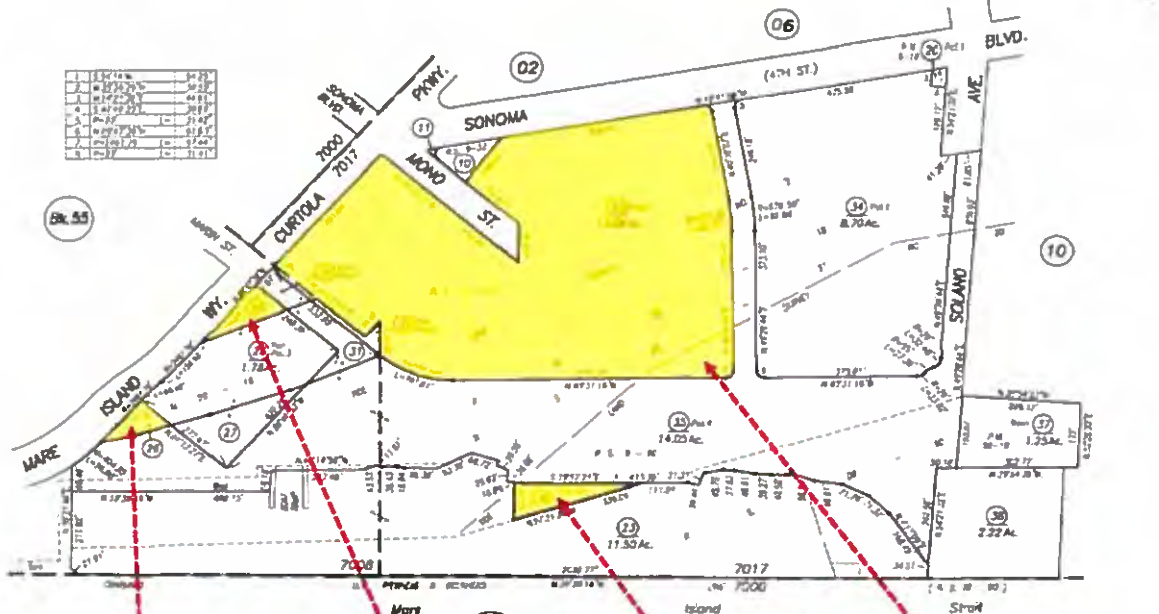
APN: 0058-110-130

CITY OF VALLEJO
Assessor's Map Bk. 58 Pg. 11
County of Solano, Calif.



SOUTHERN WATERFRONT DDA
Property Number # 22,25, 29, 32

Tax Area Code
7008
7017 (07)



APN: 0058-090-260

APN: 0058-090-290

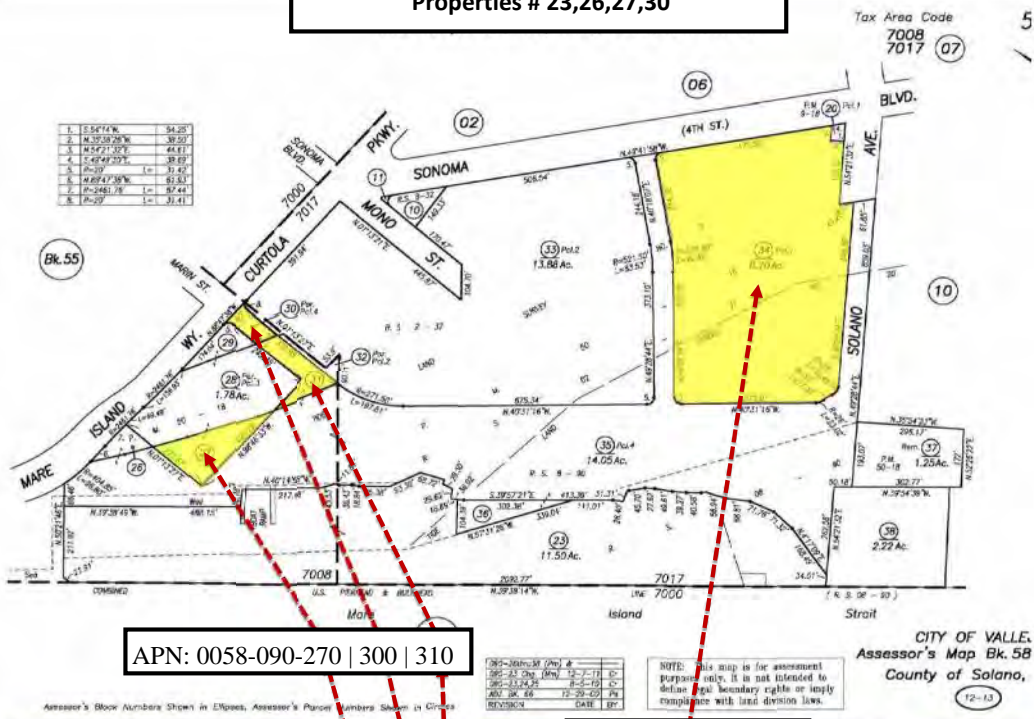
APN: 0058-090-360

APN: 0058-090-330

OF VALLE,
Map Bk. 58
County of Solano,
(12-11)

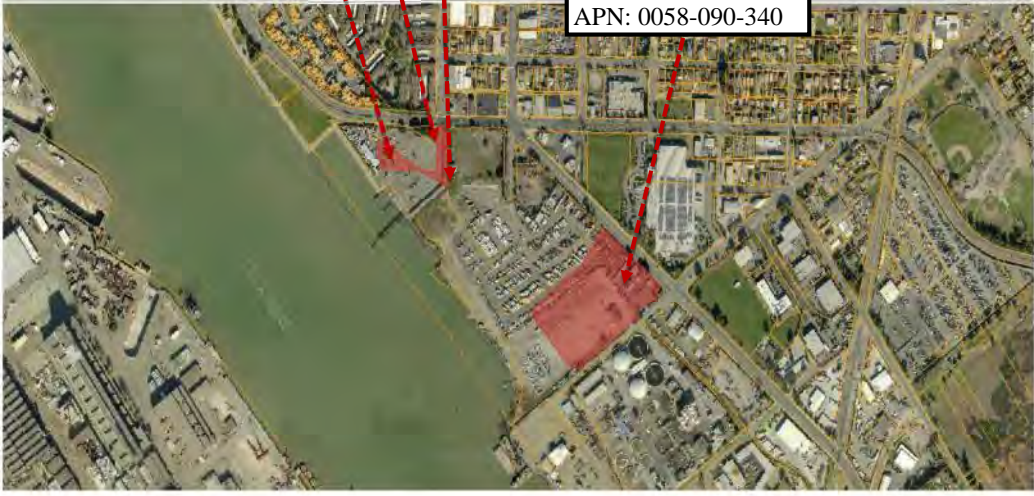


EXHIBIT O
FORMER WATERFRONT DDA SOUTHERN
PARCELS
Properties # 23,26,27,30



APN: 0058-090-270 | 300 | 310

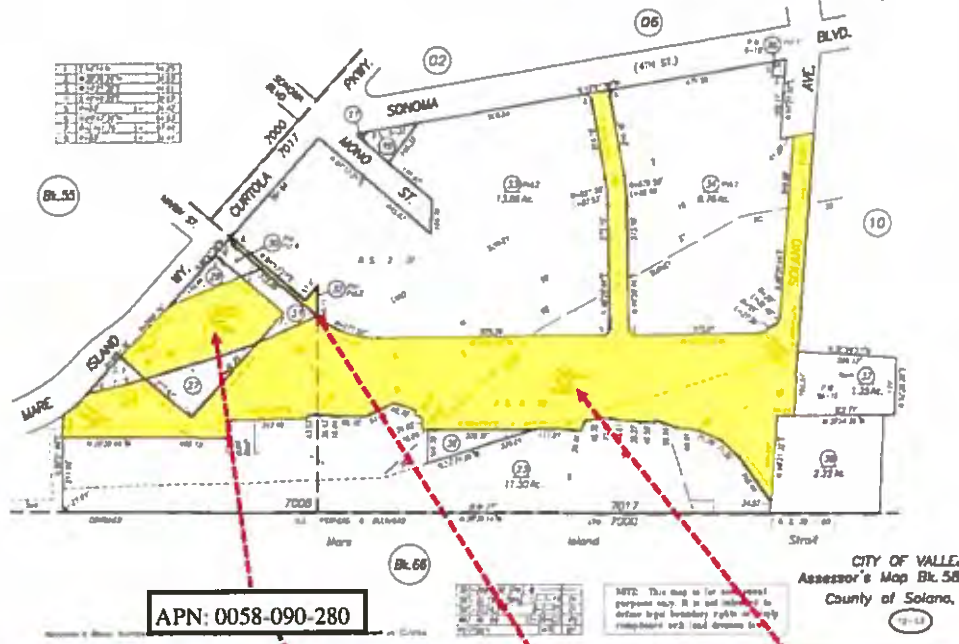
APN: 0058-090-340



SOUTHERN WATERFRONT DDA
Property Number # 24,28,31

POR. N.1/2 SEC. 24, T.3N., R.4W., M.D.B.& M.

Tax Area Code
7008
7017 (07)



APN: 0058-090-280

APN: 0058-090-320

APN: 0058-090-350

