

## EXHIBIT A

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
City of San Leandro  
835 East 14<sup>th</sup> Street  
San Leandro, CA 94577-3767  
Attn: Community Development Director

Exempt from recording fees pursuant to  
Government Code §27383

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### **FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("First Amendment"), dated \_\_\_\_\_, 2021, amends the DEVELOPMENT AGREEMENT for the development of 2436 Washington Avenue - 2450 Washington Avenue Development Project APN 077D-1410-025-00 ("Property") by and between the CITY OF SAN LEANDRO, a California Charter City organized and existing under the laws of the State of California (the "City"), and Wm. MATHEWS, INC., a California corporation ("Developer") (together the "Parties"). This First Amendment is made pursuant to the authority of Section 65864, et seq., of the Government Code of the State of California.

This First Amendment is made in contemplation of the following facts, understandings and intentions of the Parties:

- A. Developer owns in fee certain real property(ies) located in the City of San Leandro, which is the site of a proposed 66-unit apartment project at the Property ("Project"); and
- B. The City and Developer are parties to that certain Development Agreement dated December 5, 2011, and recorded in the official records of Alameda County on January 10, 2012 as Document No. 2012009711, relating to the development of the Property as a residential apartment community ("Development Agreement"); and
- C. On December 5, 2011 the City Council adopted Ordinance No. 2011-013 approving the Development Agreement; and
- D. The Parties desire to amend the Development Agreement pursuant to Developer's Application, submitted to the City on January 11, 2021; and
- E. The Development Agreement has an initial ten (10) year term, expiring on January 4, 2022, which may be extended for one additional five (5) year term pursuant to Development Agreement Section 1.3.2, which would extend the term of the Agreement to January 4, 2027.

Developer requests that the City approve the exercise of the additional five (5) year term to allow additional time to complete the Project; and

F. Pursuant to Section 1.3.2 of the Development Agreement, the additional five (5) year term extension must be approved first by the City of San Leandro Planning Commission. The Planning Commission recommended approval of the five (5) year term extension on July 1, 2021 to the City Council; and

G. The City Council approved the additional five (5) year term extension to January 4, 2027 on September 7, 2021; and

H. The Project was originally contemplated as a rental project, and as such, Section 2.10 of the Development Agreement provides that Developer will not seek, and the City will not approve, an application to convert the Project into any future subdivision of any or all individual buildings in the Project into individual condominium units during the term of the Development Agreement. To allow for more flexibility in the promotion of the Project, Developer requests the City approve the deletion of Section 2.10, removing the foregoing restriction; and

I. The City Council approved the amendment of the Development Agreement to delete Section 2.10 of the Development Agreement on September 7, 2021; and

J. After the date of the Development Agreement, and due to a change in state law the City's Inclusionary Housing Ordinance, San Leandro Zoning Code Chapter 6.04 became enforceable, to apply the inclusionary zoning requirements to rental and for sale/ownership housing projects; and

K. As provided by Development Agreement Section 2.4.2(c), in the event that "Future Rules" are adopted by the City after the effective date of the Development Agreement, such Future Rules shall apply to the Project upon the written consent of Developer; and

L. Developer is willing to consent to the application of the changes in the City's Inclusionary Housing Ordinance to the Project, and therefore the City's Inclusionary Housing Ordinance, as it exists as of the date of this First Amendment, is made part of the Development Agreement by incorporation by reference in this First Amendment; and

M. Pursuant to Development Agreement Section 4.2, the Development Agreement may be amended by the Parties. Major amendments shall be reviewed by the Planning Commission for recommendation to the City Council, whose review and approval or denial shall be final, pursuant to Development Agreement Section 4.4.1; and

N. Both Parties hereto desire to amend the Development Agreement, and formally exercise the extension to the agreement, with the terms and conditions fully set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the Development Agreement as follows:

1. Pursuant to Section 1.3.2, the option to extend the Term of the Development Agreement by five years is hereby exercised. The Term of the Development Agreement shall end on January 4, 2027. There are no further options to extend the Term of the Development Agreement remaining pursuant to Section 1.3.2.

2. Section 2.10 of the Development Agreement is hereby deleted.
3. The Parties Agree that the City's Inclusionary Housing Ordinance, City of San Leandro Zoning Code Chapter 6.04, in the form as of the effective date of this First Amendment, constitutes a "Future Rule" that is applicable to the Project in accordance with Section 2.4.2 of the Development Agreement, notwithstanding anything to the contrary in the Development Agreement..
4. In all other aspects the Development Agreement and its provisions shall continue in full force and effect.
5. Pursuant to California Government Code Section 65868.5, within ten (10) days after the later of execution of this First Amendment or the Effective Date, the City Clerk shall record this First Amendment with the Alameda County Recorder.

IN WITNESS WHEREOF, the parties have hereunto set their respective authorized signatures on the day and year first above-mentioned.

CITY OF SAN LEANDRO

Wm. MATHEWS, INC.

\_\_\_\_\_  
Frances F. Robustelli, City Manager

\_\_\_\_\_  
William Mathew Brooks

Attest:

\_\_\_\_\_  
Leticia I. Miguel, City Clerk

Approved as to Form:

\_\_\_\_\_  
Richard D. Pio Roda, City Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California        )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(seal)