

RECORDING REQUESTED BY
FIRST AMERICAN TITLE

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OFFICIAL RECORDS OF RECORDING FEE 56 00
ALAMEDA COUNTY COUNTY TAX 2765 48
PATRICK O'CONNELL CITY TAX 15004 00



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RECORDING REQUESTED BY,
MAIL TAX STATEMENTS TO
AND WHEN RECORDED MAIL TO:

CREEKSIDE ASSOCIATES, LLC
2656 Bridgeway
Sausalito, CA 94965
Attention: Managing Member

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This document is exempt from payment of a recording fee pursuant
to Gov't Code Section 6103
DOCUMENTARY TRANSFER TAX 2,765 40
CITY TRANSFER TAX 15,004 00
GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,

The REDEVELOPMENT AGENCY OF THE CITY OF SAN LEANDRO, a public body, corporate and politic (the "Agency"), acting to carry out the Redevelopment Plan (the "Redevelopment Plan") for the Plaza Redevelopment Project (the "Project"), under the Community Redevelopment Law of California, as of May 8, 2001, hereby grants to CREEKSIDE ASSOCIATES, LLC, a California limited liability company and T. LAWRENCE JETT, a married man as his sole and separate property (the "Developer"), the real property hereinafter referred to as the "Property," described in Exhibit "A" attached hereto and incorporated herein, subject to existing easements, restrictions and covenants of record and further subject to the provisions of this Grant Deed as set forth below. The conveyance is subject to a reservation of easement in favor of the Agency and its designees for ingress, egress, access and parking (including unrestricted weekend and evening use and eight (8) parking spaces during the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday)

1. **Reservation of Mineral Rights.** Agency excepts and reserves from the conveyance herem described all interest of the Agency in oil, gas, hydrocarbon substances and minerals of every kind and character lying more than five hundred (500) feet below the surface, together with the right to drill into, through, and to use and occupy all parts of the Property lying more than five hundred (500) feet below the surface thereof for any and all purposes incidental to the exploration for and production of oil, gas, hydrocarbon substances or minerals from said Property or other lands, but without, however, any right to use either the surface of the Property or any portion thereof within five hundred (500) feet of the surface for any purpose or purposes whatsoever, or to use the Property in such a manner as to create a disturbance to the use or enjoyment of the Property.

2. **Conveyance in Accordance With Redevelopment Plan, Amended and Restated Disposition and Development Agreement.** The Property is conveyed in accordance with and subject to the Redevelopment Plan which was approved and adopted by the City Council of the City of San Leandro by Ordinance No 6762, and subsequently amended, and an Amended and Restated Disposition and Development Agreement entered into between Agency and Developer dated July 17, 2000 (the "DDA"), a copy of which is on file with the Agency at its offices as a public record and

which is incorporated herein by reference. The DDA generally requires the Developer to construct and operate a first-class, high quality office complex, including without limitation, three office buildings, a parking structure, and a plaza on the Property and improvements designated in the DDA as the "Adjacent City Property Improvements" on the "Adjacent City Property" (as described in the DDA), all as more particularly described in the DDA and other requirements as set forth therein. All terms used herein shall have the same meaning as those used in the DDA. The Property is conveyed subject to the terms and conditions of the DDA, including without limitation the obligation of the Developer (and its successors) to develop on the Property a first-class office complex as more particularly provided in the DDA, the obligation of the Developer to develop certain specified improvements on the "Adjacent City Property" and to maintain such improvements, and certain obligations to indemnify and hold harmless the Agency under the Agreement, and the requirement that the Property, with all improvements thereon required by the DDA, shall be operated only with uses that have been approved by City and conform to all City land use approvals and all applicable laws (the Property, with such improvements thereon and operated only with such uses operating thereon, constituting a "Conforming Office Facility"). The Developer, as grantee hereunder, assumes all responsibility for and shall defend, indemnify and hold harmless the Agency, the City, and their respective officials, officers, employees and agents from and against any loss, claim, suit, demand, or damages arising from or in connection with the Adjacent City Property, the maintenance of the Adjacent City Property, or the improvement of the Adjacent City Property. The obligations of the Developer hereunder shall remain in effect until July 5, 2028 (the termination date of the Redevelopment Plan)

3. Permitted Uses and Duty to Maintain the Adjacent City Property. The Developer covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property or any part thereof, that upon the date of this Grant Deed as follows:

(a) The Developer shall devote the Property to the use as a Conforming Office Facility as described herein for the periods of time set forth in Section 9 herein. All uses conducted on the Property, including, without limitation, all activities undertaken by the Developer pursuant to the DDA, shall conform to the DDA, the Redevelopment Plan and all applicable provisions of the City Municipal Code. The foregoing covenants shall run with the land.

(b) The Developer hereby covenants and agrees on a continuous basis to devote the Property to the operation of a Conforming Office Facility. The foregoing covenants shall run with the land.

(c) The Developer shall maintain the Adjacent City Property as provided in Section 4 hereof.

The foregoing covenants shall run with the land.

4. Development and Maintenance of the Adjacent City Property and the Property.

(a) **Installation of Improvements; Maintenance.** Developer shall install on the Adjacent City Property the "Adjacent City Property Improvements" as required to be accomplished by the Developer as to the Adjacent City Property under the DDA. Commencing as of its entry onto the Adjacent City Property and continuing until July 5, 2028 (the termination date of the Redevelopment Plan), the Developer shall be responsible for maintenance of the Adjacent City Property, including without limitation, landscaping, sidewalks, watering, weeding, fertilizing, and

other maintenance tasks as necessary to cause the Adjacent City Property to be maintained as a high-quality amenity that is comparable to the adjacent office buildings and plaza on the Property under the DDA

Developer shall maintain the Adjacent City Property and adjacent sidewalks, public and private, at all times in a neat, clean, safe, litter-free, odor-free, sanitary condition. Maintenance includes, but is not limited to, steam cleaning of sidewalk and paved surfaces as necessary to remove grime and grease, and removal of foodstuff from public seating in and adjacent to Adjacent City Property. Developer shall, on a daily basis, clean Adjacent City Property and remove all trash and garbage from said area. Developer shall comply with all requirements of the City, the Agency, and Alameda County applicable to the use and maintenance of the Adjacent City Property.

(b) **Fees** Developer shall maintain the Adjacent City Property Improvements in consideration of the development opportunity afforded under the DDA and in lieu of an annual fee to the City. In the event the Developer fails to comply with these requirements, the City may, at its option (but without obligation to so do) take any actions which it deems necessary or convenient to perform the necessary maintenance to correct the deficiency and bill the Developer for all costs. The foregoing, and the obligation of the Developer to pay promptly upon receipt of any such billing, is in addition to all rights the Agency shall have for performance and remedies under the DDA, and any rights the City may additionally have under the entitlement process for the improvements as described in the DDA.

(c) **Hold Harmless and Responsibility of Developer** Developer shall take all responsibility for the Adjacent City Property Improvements as the responsibility of the Developer, shall bear all losses and damages directly or indirectly resulting from or in connection with the Adjacent City Property, the Adjacent City Property Improvements, or the maintenance thereof, and for any claims, suits, losses, or damages arising from the condition of the Adjacent City Property (including without limitation maintenance, walkways, and any other physical improvements), use of the Adjacent City Property, or any performance required of Developer under the DDA as to the Adjacent City Property. Developer shall indemnify, defend and hold harmless the City, its officers, officials, directors, employees, and agents (and the Agency, its officers, officials, directors, employees, and agents) from and against any or all loss, liability, expense, claim, costs (including costs of defense), suits, and damages of every kind, nature and description directly or indirectly arising from the performance of the work or use of public property and/or from or in connection with the condition of the Adjacent City Property (including without limitation maintenance, walkways, and any other physical improvements), use of the Adjacent City Property, or any performance required of Developer under the DDA as to the Adjacent City Property. This paragraph shall not be construed to exempt the City, its employees and officers from its own fraud, willful injury or violation of law where the City has acted willfully or at its sole negligence. For purposes of Section 2782 of the Civil Code the parties hereto recognize and agree that neither the DDA nor the License Agreement is a construction contract. Developer acknowledges and agrees that it has read and understands the provisions hereof and that this paragraph is a material element of consideration, and that but for the entering into this obligation by Developer, the Agency would not approve the DDA or convey the Property to the Developer. Approval of the insurance contracts does not relieve the Developer or its contractors from liability under this paragraph.

(d) **Insurance Requirements** The Developer shall execute and deliver to City or cause its contractor(s) to execute and deliver to City the Certificate of Insurance in form required under the DDA.

(e) Maintenance shall be accomplished in conformity with the "Maintenance Standards," as hereinafter defined, of the private improvements and public improvements and landscaping on and abutting the Property and/or the Adjacent City Property. Said improvements shall include, but not be limited to, buildings, sidewalks, landscaping, irrigation of landscaping, architectural elements identifying the Property and, to the extent required by the City as a condition of approval, any and all other improvements on the Property and in the public right-of-way to the nearest curblines abutting the Property.

1. Landscape maintenance shall include, but not be limited to, watering/irrigation; fertilization; mowing, edging, trimming of grass; tree and shrub pruning, trimming and shaping of trees and shrubs to maintain a healthy, natural appearance and safe road conditions and visibility, and irrigation coverage, replacement, as needed, of all plant materials, control of weeds in all planters, shrubs, lawns, ground covers, or other planted areas, and staking for support of trees

2. Clean-up maintenance shall include, but not be limited to maintenance of all sidewalks, paths and other paved areas in clean and weed-free condition; maintenance of all such areas clear of dirt, mud, trash, debris or other matter which is unsafe or unsightly, removal of all trash, litter and other debris from improvements and landscaping prior to mowing; clearance and cleaning of all areas maintained prior to the end of the day on which the maintenance operations are performed to ensure that all cuttings, weeds, leaves and other debris are properly disposed of by maintenance workers

3 All maintenance work shall conform to all applicable federal and state Occupation Safety and Health Act standards and regulations for the performance of maintenance.

4. Any and all chemicals, unhealthful substances, and pesticides used in and during maintenance shall be applied in strict accordance with all governing regulations. Precautionary measures shall be employed recognizing that all areas are open to public access

5. The Developer Improvements (as the term is defined in the DDA) shall be maintained in conformance and in compliance with the approved construction and architectural plans and design scheme, as the same may be amended from time to time with the approval of the City (and Agency, if such approval is required) and reasonable commercial development maintenance standards for similar projects, including but not limited to painting and cleaning of all exterior surfaces and other exterior facades comprising all private improvements and public improvements to the curblines

6. The Developer Improvements (as defined in the DDA) and any other improvements undertaken on the Property and/or on the Adjacent City Property shall be maintained in good condition and in accordance with the custom and practice generally applicable to comparable first-class office facilities located within Alameda County, California. The public right-of-way improvements to the curblines shall be maintained in good condition and in accordance with the custom and practice generally applicable to public rights-of-way within the City of San Leandro, California

(f) Failure to Maintain Improvements. In the event Developer does not maintain the Adjacent City Property Improvements and/or the private improvements and the public improvements or the Property to the curblines in the manner set forth herein and in accordance with

the Maintenance Standards, Agency and/or City shall have the right to maintain such private and/or public improvements, or to contract for the correction of such deficiencies, after written notice to Developer. However, prior to taking any such action, Agency agrees to notify Developer in writing if the condition of said improvements do not meet with the Maintenance Standards and to specify the deficiencies and the actions required to be taken by Developer to cure the deficiencies. Upon notification of any maintenance deficiency, Developer shall have thirty (30) days within which to commence to cure, and shall thereafter diligently prosecute the cure to completion, excepting only that if the written notification states the problem is urgent relating to the public health and safety of the City or the Agency, and such problem is capable of being rectified in such period of time, then Developer shall have forty-eight (48) hours to rectify the problem.

In the event Developer fails to correct, remedy, or cure or has not commenced correcting, remedying or curing such maintenance deficiency after notification and after the period of correction has lapsed, then City and/or Agency shall have the right to maintain such improvements. Developer agrees to pay Agency such charges and costs. Until so paid, the Agency shall have a lien on the Property for the amount of such charges or costs, which lien shall be perfected by the recordation of a "Notice of Claim of Lien" against the Property. Upon recordation of a Notice of Claim of Lien against the Property, such lien shall constitute a lien on the fee estate in and to the Property prior and superior to all other monetary liens except: (i) all taxes, bonds, assessments, and other levies which, by law, would be superior thereto, (ii) the lien or charge of any mortgage, deed of trust, or other security interest then of record made in good faith and for value, it being understood that the priority of any such lien for costs incurred to comply with this Agreement shall date from the date of the recordation of the Notice of Claim of Lien. Any such lien shall be subject and subordinate to any lease or sublease of the interest of Developer in the Property or any portion thereof and to any easement affecting the Property or any portion thereof entered into at any time (either before or after) the date of recordation of such a Notice. Any lien in favor of the Agency created or claimed hereunder is expressly made subject and subordinate to any mortgage or deed of trust made in good faith and for value, recorded as of the date of the recordation of the Notice of Claim of Lien describing such lien as aforesaid, and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of any such mortgage or deed of trust, unless the mortgage or beneficiary thereunder expressly subordinates his interest, of record, to such lien. No lien in favor of the Agency created or claimed hereunder shall in any way defeat, invalidate, or impair the obligation or priority of any lease, sublease or easement unless such instrument is expressly subordinated to such lien. Upon foreclosure of any mortgage or deed of trust made in good faith and for value and recorded prior to the recordation of any unsatisfied Notice of Claim of Lien, the foreclosure-purchaser shall take title to the Property free of any lien imposed by the Agency that has accrued up to the time of the foreclosure sale, and upon taking title to the Property, such foreclosure-purchaser shall only be obligated to pay costs associated with this Agreement accruing after the foreclosure-purchaser acquires title to the Property. If the Property is ever legally divided with the written approval of the Agency and fee title to various portions of the Property is held under separate ownerships, then the burdens of the maintenance obligations set forth herein and in this Agreement and the charges levied by the Agency to reimburse the Agency for the cost of undertaking such maintenance obligations of Developer and its successors and the lien for such charges shall be apportioned among the fee owners of the various portions of the Property under different ownerships according to the square footage of the land contained in the respective portions of the Property owned by them. Upon apportionment, no separate owner of a portion of the Property shall have any liability for the apportioned liabilities of any other separate owner of another portion of the Property, and the lien shall be similarly apportioned and shall only constitute a lien against the portion of the Property owned in fee by the owner who is liable for the apportioned charges levied by the Agency.

and secured by the apportioned lien and against no other portion of the Property. Developer acknowledges and agrees City and Agency may also pursue any and all other remedies available in law or equity. Developer shall be liable for reasonable attorneys' fees, and other legal costs or fees incurred in collecting said maintenance costs

(g) **Compliance with Law** Developer shall comply with all local, state and federal laws relating to the uses of or condition of the Property private improvements and public improvements to the curblin(e)s Local laws for the purposes of this section shall include only those ordinances which are nondiscriminatory in nature and applicable to the public welfare, health, safety and aesthetics If any new local laws relating to uses of or condition of the improvements create a condition or situation that constitutes a lawful nonconforming use as defined by local ordinance with respect to the Property or any portion thereof, then so long as the lawful nonconforming use status remains in effect (i.e., until such lawful status is properly terminated by amortization as provided for in the new local law or otherwise), Developer shall be entitled to enjoy the benefits of such lawful nonconforming use pursuant to the lawful nonconforming uses ordinance.

(h) **Workers Compensation Insurance Requirements** Developer shall obtain and maintain during all such periods as Developer is responsible for development on the Property or for the maintenance of the Adjacent City Property workers' compensation insurance and if any work is subcontracted by Developer, then Developer shall require the subcontractor similarly to provide workers' compensation insurance Developer agrees to indemnify City and Agency for any damages resulting to it from failure of either Developer or any subcontractor to obtain or maintain such insurance.

(i) **Bodily Injury and Damage Insurance Requirements.** The Developer shall defend, assume all responsibility for and hold the Agency and the City and their officers, employees, and agents, harmless from, all claims or suits for, and damages to, property and injuries to persons, including accidental death (including attorneys fees and costs), which may be caused by any of the Developer's activities under the DDA (including without limitation the exhibits thereto), whether such activities or performance thereof be by the Developer or anyone directly or indirectly employed or contracted with by the Developer.

5. Restrictions on Transfer. The Developer further agrees as follows:

(a) For the period commencing upon the date of this Grant Deed and until the expiration of the use and operations covenants which are set forth in Section 3 hereof, no voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under the DDA or this Grant Deed, nor shall the Developer make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property or the Developer Improvements thereon, nor shall any activities other than a Conforming Office Facility be operated thereon, either in addition to or in replacement of the Conforming Office Facility on the Property, nor shall the Developer make any total or partial sale, transfer, conveyance, assignment, subdivision of the Developer Improvements on the Property or the Conforming Office Facility without the prior written approval of the Agency pursuant to Section 5 03 of the DDA, the Developer further agrees that any right to transfer is subject to the provisions of this Grant Deed, including without limitation Section 7 hereof

(b) The Developer shall not place or suffer to be placed on the Property any lien or encumbrance other than mortgages, deeds of trust, or any other form of conveyance required for

financing of the construction of the Developer Improvements on the Property, except as provided in Section 9.01 of the DDA.

(c) All of the terms, covenants and conditions of this Grant Deed shall be binding upon the Developer and the permitted successors and assigns of the Developer. Whenever the term "Developer" is used in this Grant Deed, such term shall include any other permitted successors and assigns as herein provided

6. **Nondiscrimination.** The Developer herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the Developer itself or any person claiming under or through Developer, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land

The Developer shall refrain from restricting the rental, sale or lease of the Property on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land "

(b) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased "

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

7. Agency Right of Reentry. The Agency has the right, at its election, to reenter and take possession of the Property, with all improvements thereon, and terminate and revest in the Agency the estate conveyed to the Developer if after the Agency Conveyance and prior to the fifth anniversary of the issuance of the Certificate of Completion, the Developer (or its successors in interest) shall.

a fail to start the construction of the Developer Improvements as required by the DDA for a period of thirty (30) days after written notice thereof from the Agency, or

b abandon or substantially suspend construction of the Developer Improvements required by the DDA for a period of thirty (30) days after written notice thereof from the Agency; or

c. contrary to the provisions of Section 5.03 of the DDA transfer or suffer any involuntary Transfer in violation of the DDA

Such right to reenter, terminate and revest shall be subject to and be limited by and shall not defeat, render invalid or limit:

1. Any mortgage or deed of trust permitted by the DDA, or
2. Any rights or interests provided in the DDA for the protection of the holders of such mortgages or deeds of trust.

Upon the revesting in the Agency of title to the Property as provided in this Section 6, the Agency shall, pursuant to its responsibilities under state law, use its reasonable efforts to resell the Property as soon and in such manner as the Agency shall find feasible and consistent with the objectives of such law and of the Redevelopment Plan, as it exists or may be amended, to a qualified and responsible party or parties (as determined by the Agency) who will assume the obligation of making or completing the Developer Improvements, or such improvements in their stead as shall be satisfactory to the Agency and in accordance with the uses specified for such Property or part thereof in the Redevelopment Plan. The Developer acknowledges that there may be substantial delays experienced by the Agency if the Agency must remarket the Property for operation of a Conforming Office Facility following the revesting of the Property in the Agency. Upon such resale of the Property, the net proceeds thereof after repayment of any mortgage or deed of trust encumbering the Property which is permitted by this deed and the DDA, shall be applied:

1 First, to reimburse the Agency, on its own behalf or on behalf of the City, all costs and expenses incurred by the Agency, excluding City and Agency staff costs, but specifically, including, but not limited to, any expenditures by the Agency or the City in connection with the recapture, management and resale of the Property or part thereof (but less any income

derived by the Agency from the Property or part thereof in connection with such management), all taxes, assessments and water or sewer charges with respect to the Property or part thereof which the Developer has not paid, any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of reversion of title thereto to the Agency, or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer, its successors or transferees, any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the Property, or part thereof; and any amounts otherwise owing the Agency, and in the event additional proceeds are thereafter available, then

ii Second, to reimburse the Agency and/or City for costs incurred in maintaining, managing, and locating and retaining a maintenance company (or governmental agency, such as the City, including a reasonable allocation of its salaries and overhead) to maintain the Adjacent City Property,

iii Third, to repay any outstanding loans or other obligations owed by Developer to the City and/or the Agency;

iv Fourth, to the Developer up to the sum of the amount paid to the Agency for the Property and the reasonable cost of the improvements Developer has placed on the portion of the Property reverting to the Agency; and

v Fifth, any balance to the Agency.

Any balance remaining after such reimbursements shall be retained by the Agency as its property. The rights established in this Section 7 are not intended to be exclusive of any other right, power or remedy, but each and every such right, power, and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy authorized herein or now or hereafter existing at law or in equity. These rights are to be interpreted in light of the fact that the Agency will have conveyed the Property to the Developer for redevelopment purposes, particularly for development and operation of a Conforming Office Facility and not for speculation in undeveloped land

8. Violations Do Not Impair Liens. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest permitted by paragraph 4 of this Grant Deed; provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise

9. Covenants Run With Land. All covenants contained in this Grant Deed shall be covenants running with the land. All of Developer's obligations hereunder except as provided hereunder shall terminate and shall remain in effect until July 5, 2028 (the termination of the Redevelopment Plan). Every covenant contained in this Grant Deed against discrimination contained in paragraph 5 of this Grant Deed shall remain in effect in perpetuity


10. Covenants For Benefit of Agency. All covenants without regard to technical classification or designation shall be binding for the benefit of the Agency, and such covenants shall

run in favor of the Agency for the entire period during which such covenants shall be in force and effect, without regard to whether the Agency is or remains an owner of any land or interest therein to which such covenants relate. The Agency, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

11. **Revisions to Grant Deed.** Both Agency, its successors and assigns, and Developer and the successors and assigns of Developer in and to all or any part of the fee title to the Property shall have the right with the mutual consent of the Agency to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, easements or restrictions contained in this Grant Deed without the consent of any tenant, lessee, easement holder, Developer, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Property. However, Developer and Agency are obligated to give written notice to and obtain the consent of any first mortgagee prior to consent or agreement between the parties concerning such changes to this Grant Deed. The covenants contained in this Grant Deed, without regard to technical classification, shall not benefit or be enforceable by any owner of any other real property within or outside the Project Area, or any person or entity having any interest in any other such realty. No amendment to the Redevelopment Plan shall require the consent of the Developer, provided that, for purposes of this provision, the development and operation of the Property in conformity with the Agreement will be deemed to comply with the Redevelopment Plan as so amended.

AGENCY.

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


By  _____
John J. Jermatis, Executive Director

ATTEST:

 _____
Secretary of the Agency
GAYLE PETERSEN

DEVELOPER:

CREEKSIDE ASSOCIATES, LLC, a California limited liability company

By  _____
David C. Irmer, Managing Member

T. LAWRENCE JETT, a married man as his sole and separate property

 _____

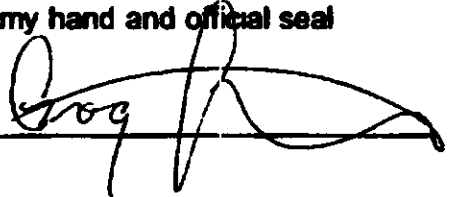
NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)ss
COUNTY OF ALAMEDA }

On May 9, 2001, before me, Greg Scaduto, a Notary Public in and for said State, personally appeared David C. Irmer and T. Lawrence Jett, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature



(This area for official notarial seal)

OPTIONAL:

DESCRIPTION OF ATTACHED DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

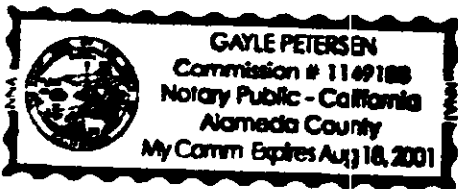
County of Alameda

On May 8, 2001 before me, Gayle Petersen, Notary Public
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared John J. Jermanis
Name(s) of Signer(s)

- personally known to me
- 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 entry upon behalf of which the person(s) acted, executed the instrument



WITNESS my hand and official seal

Gayle Petersen
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document Grant Deed - Creekside Associates, LLC

Document Date None Number of Pages 10

Signer(s) Other Than Named Above David C Irmer, Managing Member

Capacity(ies) Claimed by Signer(s)

Signer's Name John J. Jermanis

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

Director

Signer Is Representing

San Leandro
Redevelopment Agency



Signer's Name _____

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

Signer Is Representing



ATTACHMENT NO. 1

LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION

REAL PROPERTY in the City of San Leandro, County of Alameda, State of California, described as follows:

Parcels A and B, Parcel Map 7568, filed November 28, 2000, in Book 254, Pages 56 and 57 of Maps, Alameda County Records.

A.P No 075-0036-052

EXHIBIT A