

IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO

RESOLUTION NO. 69 - 228

RESOLUTION APPROVING AGREEMENT
(Redevelopment Agency, UPEC, Longs Drugs)

Recitals

An agreement by and among the City of San Leandro, the Redevelopment Agency of the City of San Leandro, Longs Drug Stores, Inc., Conselho San Leandro No. 1 Da Uniao Portuguesa Do Estado Da California and Conselho Supremo Da Uniao Portuguesa Do Estado Da California, a copy of which is attached, has been presented to this Council.

The City Council is familiar with the contents thereof.

The City Manager has recommended the execution of said agreement.

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

That said agreement is hereby approved and the Mayor is hereby authorized and directed to execute the same on behalf of this City.

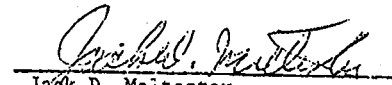
Introduced by Councilman Pomares and passed and adopted this 15th day of December, 1969, by the following called vote:

Members of the Council:

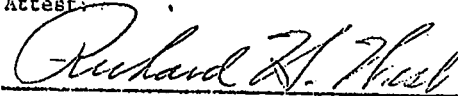
Ayes: Councilmen Gancos, Kant, Polvorosa, Pomares, Suerstedt, Woods;
Mayor Maltester (7)

Noes: None (0)

Absent: None (0)



Jack D. Maltester
Mayor of the City of San Leandro

Attest:


Richard H. West, City Clerk

12/15/69/F/i

IN THE REDEVELOPMENT AGENCY OF THE CITY OF SAN LEANDRO

RESOLUTION NO. 69 - 27

RESOLUTION APPROVING AGREEMENT
(City of San Leandro, UPEC, Longs Drugs)

Recitals

An agreement by and among the City of San Leandro, the Redevelopment Agency of the City of San Leandro, Longs Drug Stores, Inc., Conselho San Leandro No. 1 Da Uniao Portuguesa Do Estado Da California and Conselho Supremo Da Uniao Portuguesa Do Estado Da California, a copy of which is attached, has been presented to this Agency.

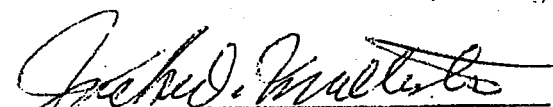
The Redevelopment Agency of the City of San Leandro is familiar with the contents thereof.

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

That said agreement is hereby approved and the Chairman of the Redevelopment Agency of the City of San Leandro is hereby authorized and directed to execute the same on behalf of this Agency.

Introduced by Member Pomares and passed and adopted this 15th day of December, 1969, by the following called vote:

Ayes:	Members:	Gancos, Kant, Polvorosa, Pomares, Suerstedt, Woods, Chairman Maltester	(7)
Noes:		None	(0)
Absent:		None	(0)



Jack D. Maltester, Chairman
Redevelopment Agency of the City of
San Leandro

Attest: 
W. R. Rugg, Secretary

12/15/69/P/F

AGREEMENT

This agreement entered into between the CITY OF SAN LEANDRO, a municipal corporation, hereinafter called City, the REDEVELOPMENT AGENCY OF THE CITY OF SAN LEANDRO, a public corporation, hereinafter called Agency, LONGS DRUG STORES, INC., a corporation, hereinafter called Developer, CONSELHO SAN LEANDRO NO. 1 DA UNIAO PORTUGUEZA DO ESTADO DA CALIFORNIA, hereinafter called UPEC, and CONSELHO SUPREMO DA UNIAO PORTUGUEZA DO ESTADO DA CALIFORNIA, hereinafter called Supreme Council.

Recitals

It is to the mutual benefit of all parties hereto that the transfer of properties and the development of improvements on said properties be effectuated in the manner hereinafter set forth. The various parcels of property involved in such transfer and development are set forth on Exhibit A attached hereto and by this reference made a part hereof. All properties therein shown are within the Plaza 2 Redevelopment Project Area and are subject to provisions of the Redevelopment Plan for the Plaza 2 Redevelopment Agency.

The property set forth on Exhibit A is included as a portion of the Plaza Assessment District No. 1, the purpose of which district is the acquisition of properties for development for public parking purposes to serve businesses located within the boundaries of said district.

City is the owner of Parcels 4, 5, 6 and 9-1, as said parcels are set forth on Exhibit A. Said parcels plus parcels 3 and 8 as set forth on Exhibit A are included within both the Redevelopment Plan and the Plaza Assessment District No. 1 for improvement for public parking purposes.

UPEC is the owner of Parcels 8, 12 and 13-1, as said parcels are set forth on Exhibit A.

Supreme Council is the owner of Parcels 7 and 15-1, as said parcels are set forth on Exhibit A.

[Handwritten signature]
SDA

It is the desire of Developer to develop for commercial use Parcels 8a, 9-1a, 10a, 11b, 12b, 13-1c and 14-1c, as said parcels are set forth on Exhibit A.

It is the desire of UPEC to develop for commercial and office use and for parking to serve such uses Parcels 13-1a and 14-1b, as said parcels are set forth on Exhibit A.

It is the desire of and to the mutual benefit of City and Agency that City acquire Parcels 7 and 13-1b, as said parcels are set forth on Exhibit A, for parking purposes and develop public parking thereon in conjunction with the planned parking facilities as set forth in Plaza Assessment District No. 1. Development of such parking will provide a substitute development superior to the development of Parcels 3a, 8a and 9-1a, as said parcels are shown on Exhibit A for such purposes.

It is to the mutual benefit of all parties that such development be located and undertaken as proposed.

NOW, THEREFORE, the parties hereto agree as follows:

I. Developer agrees that:

1. Developer shall acquire at the sole cost of Developer Parcels 7, 11, 12, 13-1 and 14-1, as said parcels are shown on Exhibit A.

2. Developer shall transfer to Supreme Council for a consideration mutually agreed upon between Developer and Supreme Council Parcels 13-1a and 14-1b, as said parcels are shown on Exhibit A.

3. Developer shall transfer to City in consideration of the mutual promises and agreements herein contained Parcels 7, 11a, 12a, 13-1b and 14-1a, as said parcels are shown on Exhibit A.

4. As consideration for the transfer by City to Developer of Parcels 8a, 9-1a and 10a, as said parcels are set forth on Exhibit A, in addition to the consideration of the mutual promises herein contained, Developer shall pay to City the sum of \$2,166.

5. Developer shall improve Parcels 8a, 9-1a, 10a, 11b, 12b, 13-1c and 14-1c, as said parcels are shown on Exhibit A, by the construction thereon of a commercial structure in accordance with the terms of an owner-participation agreement between Developer and Agency, a copy of which agreement is attached hereto as Exhibit B and by this reference made a part hereof, and shall execute concurrently herewith said owner-participation agreement.

II. UPEC agrees that:

1. UPEC shall sell and transfer to Developer for a consideration to be mutually agreed upon between UPEC and Developer Parcels 12 and 13-1, as said parcels are shown on Exhibit A.

2. UPEC shall sell and transfer to City for the sum of \$27,000 Parcel 8, as said parcel is shown on Exhibit A.

III. Supreme Council agrees that:

1. Supreme Council shall sell and transfer to Developer Parcel 7, as said parcel is shown on Exhibit A, for a consideration mutually agreed upon between Developer and Supreme Council.

2. Supreme Council shall lease to UPEC for a minimum period of 50 years all air rights to parcels 13-1a and 14-1b, as said parcels are shown on Exhibit A, above the area required for ground level parking on said parcels. Said lease and the rental therefor shall be in consideration of the mutual promises herein contained; no additional rental payment shall be required under said lease.

3. Supreme Council shall improve Parcels 3a, 13-1a and 14-1b, as said parcels are shown on Exhibit A, by the construction thereon of facilities as set forth in an owner-participation agreement between Supreme Council and Agency, a copy of which agreement is attached hereto as Exhibit C

and by this reference made a part hereof, and to execute concurrently herewith said owner-participation agreement.

IV. City agrees that:

1. City shall acquire Parcels 3 and 10, as said parcels are shown on Exhibit A, from the present owners of said parcels.

2. City shall purchase from UPEC for the sum of \$27,000 Parcel 8, as said parcel is shown on Exhibit A.

3. City shall transfer to Developer Parcels 8a, 9-1a and 10a, as said parcels are shown on Exhibit A, in consideration of the payment by Developer to City of the sum of \$2,166 and in consideration of the mutual promises and agreements herein contained.

4. City shall transfer to Supreme Council Parcel 3a, as said parcel is shown on Exhibit A, in consideration of the mutual promises and agreements herein contained.

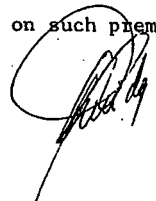
5. City shall develop Parcels 9-1c, 10b, 11a, 12a and 14-1a, as said parcels are shown on Exhibit A, as a public street and sidewalk by the time of completion of the improvements herein agreed to be undertaken by Developer. Such street and sidewalk shall be constructed substantially as shown on Exhibit A.

6. City shall develop for public parking and circulation by the time of completion of the improvements herein agreed to be undertaken by Developer and substantially as shown on Exhibit D, attached hereto and by this reference made a part hereof, Parcels 3b, 4, 5, 6, 7, 8b, 9-1b and 13-1b, and a portion of Hyde and Chumalia Streets, as said parcels and portions of streets are shown on Exhibit A and Exhibit D. City hereby grants to Developer, Supreme Council, UPEC and to the other owners of properties within Plaza Assessment District No. 1 a non-exclusive easement for the use of said parcels and portions of streets for a period of 50 years from the date of execution hereof for parking and circulation. City further agrees to maintain the ground level of said parcels and portions of streets as free and unmetered public parking for a period of 50 years from the date of execution hereof, and City

further agrees for such period of time to police and enforce the parking for maximum time limits as established by resolution of the City Council. City reserves the right to establish and change other reasonable controls and regulations of such parking, including but not limited to circulation, time regulations and location and number of spaces, provided that such controls or regulations or changes therein do not adversely affect to a substantial degree the use of the parking by patrons of the improvements to be constructed by Developer, UPEC or Supreme Council. A parking structure under or above the ground level of said parcels or portions of streets, or any part thereof, may be constructed by City during said 50-year period provided the prior written consent of Developer is obtained.

7. City shall grant to Supreme Council and to Developer, for a period of 50 years from the date of execution of this agreement, a non-exclusive easement 30 feet in width over and across Parcels 3b, 13-1b, 7, 8b, 9-1b and 9-1c for purposes of pedestrian and vehicular access to the parcels to be developed by Supreme Council and Developer, respectively. The westerly line of said easement shall be the most easterly line of Parcels 9-1a, 8a and 13-1c and the direct projection thereof northerly and southerly to Chumalia Street and Callan Avenue, respectively.

8. City agrees that Supreme Council and Developer shall have the right to temporary use of a reasonable portion of the driveway and parking areas adjacent to the premises to be developed by said parties, respectively, for construction and storage purposes during the course of any remodeling or rebuilding of the improvements on such premises.

 SDA

V. Agency agrees that:

1. In consideration of the promises of all parties as herein set forth, Agency shall reimburse City the cost of acquisition of that portion of Parcel 10 described in Exhibit E attached hereto and by this reference made a part hereof.

2. Agency shall execute concurrently with the execution by Agency of this agreement, the owner-participation agreements with Developer and Supreme Council heretofore set forth as Exhibit B and Exhibit C.

VI. All parties agree that:

1. All transfers of property herein set forth shall be made on or before February 15, 1970. All properties transferred shall be free and clear of all encumbrances, except taxes for the fiscal year 1969-70, and leasehold interests, or other occupancy, except the leasehold interest existing in the name of Walter L. Williams in a portion of Parcel 12, and as to said leasehold interest Developer agrees to accept the transfer of said property subject to said leasehold interest. Taxes shall be prorated as of close of escrow.

2. Developer shall pay the total assessment levied under Plaza Assessment District Number 1 against Parcels 7, 11 and 12, 68.6% of such assessment levied against Parcel 13-1 and 37.3% of such assessment levied against Parcel 14-1, as said parcels are set forth on Exhibit A. Supreme Council shall pay the total such assessment levied against Parcel 15-1, 31.4% of such assessment levied against Parcel 13-1 and 62.7% of such assessment levied against Parcel 14-1, as said parcels are set forth on Exhibit A.

3. The cost of demolition of existing structures on, and the clearance of Parcels 3, 4, 5, 6, 7, 8 and 9, as said parcels are shown on Exhibit A, shall be the sole responsibility of

[Handwritten signature] SDA

City. The cost of demolition of existing structures on, and the clearance of Parcels 10, 11, 12, 13 and 14-1 shall be the sole responsibility of Developer.

Dated:

CITY OF SAN LEANDRO, a municipal corporation

By Jack D. Maltester
Jack D. Maltester, Mayor

REDEVELOPMENT AGENCY OF THE CITY OF SAN LEANDRO, a public corporation

By Jack D. Maltester
Jack D. Maltester, Chairman

LONGS DRUG STORES, INC., a corporation

By Phong VB

By S.D. Aptell, Secretary

CONSELHO SAN LEANDRO NO. 1 DA UNIAO PORTUGUEZA DO ESTADO DA CALIFORNIA

By Antonia Feres Pres.

By João Almeida Secy.
CONSELHO SUPREMO DA UNIAO PORTUGUEZA DO ESTADO DA CALIFORNIA

By [Signature]

By [Signature]

AGREEMENT

Recitals

LONGS DRUG STORES, INC., a California corporation, hereinafter referred to as Owner, is the owner or is acquiring certain real property in the City of San Leandro, State of California, designated as Parcels 8(a), 9-1(a), 10(a), 11(b), 12(b), 13-1(c) and 14-1(c), hereinafter referred to as the Building Site, as such parcels are shown on the map entitled "Preliminary Block Study" and marked Exhibit A, which map is made by this reference a part hereof.

Said property is located within the boundaries of the PLAZA 2 Redevelopment Project, hereinafter referred to as the Project.

The development and use of real property in the Project is governed by the PLAZA 2 Redevelopment Plan, hereinafter referred to as the Plan.

The Plan provides for participation by each owner of real property in the Project Area in the implementation of the Redevelopment Project through new construction and through the installation of certain improvements necessary to the repair, renovation and renewal of such real property.

The Plan contains development standards and an architectural design concept to guide such construction, repair, renovation and renewal of private real property.

The Plan provides that no change in use or occupancy, and that no reoccupancy, including any lease renewal or lease assignment, of any property, shall be permitted prior to approval thereof by the Redevelopment Agency of the City of San Leandro, hereinafter referred to as Agency.

The Plan provides that no issuance of any building, plumbing or electrical permit pertaining to any property in the Redevelopment Project Area shall be permitted prior to approval thereof by Agency.

The Plan further provides that such approval shall not be granted by Agency, unless the installation of required improvements has previously been completed, or until such Owner has entered into an agreement providing for such improvements.

Now, therefore, Owner and Agency, in consideration of the mutual promises hereinafter contained, agree as follows:

[Handwritten signature]
SDA
EXHIBIT B

A. REQUIRED IMPROVEMENTS

1. Owner shall construct a retail store on the Building Site. Such retail store shall contain a total ground floor area not less than ninety per cent (90%) of the area of the Building Site.

2. Owner shall improve or landscape all portions of the Building Site.

B. PREPARATION OF PLANS

1. Owner shall prepare detailed plans for the improvements set forth in Paragraphs A-1 and A-2, above.

2. Owner shall amend such plans as reasonably required by Agency in accordance with the Plan prior to the initiation of improvement work provided for therein.

3. All exterior design work shall be compatible with the Agency's design concept as set forth in the Plan.

C. SCHEDULE OF IMPROVEMENT WORK

1. Owner shall submit detailed plans for the improvements set forth in Paragraphs A-1 and A-2 hereof to Agency for approval prior to March 1, 1970.

2. Owner shall commence the required improvements set forth in Paragraphs A-1 and A-2 hereof prior to June 1, 1970, and shall complete such improvements prior to June 30, 1971, subject, however, to delays (other than financial) occasioned by causes reasonably beyond the control of Owner.

D. ADDITIONAL PROVISIONS

1. Owner shall maintain all exterior improvements at a high level of repair, and shall promptly complete any repair work thereon as required by Agency to maintain said improvements at such level, provided that such requirements of Agency must be reasonable in relation to the standard of repair of other improvements in the Project Area improved under requirements of the Plan, and shall not exceed in scope the improvement work provided for in this Agreement.

2. Agency shall promptly review all plans for improvements provided for in this Agreement, and shall approve such plans, provided they are in full accordance with the provisions of this Agreement and the Plan and contain all mutually agreed on modifications requested by Agency in accordance with the Plan. Agency shall not unreasonably withhold such approval.


SOA

3. Agency shall make available adequate design coordination services to Owner to insure coordination with the architectural design concept set forth in the Plan prior to completion of such improvement plans.

4. The Building Regulations Superintendent of the City of San Leandro shall inspect all improvements upon notification of completion by Owner, and, provided all such improvements have been completed in substantial accordance with plans approved by Agency, shall formally certify completion thereof.

5. Upon execution of this Agreement, Agency approves the construction of a building on the Building Site and its use for retail sales, subject to the provisions of this Agreement and the Plan. Agency may withdraw such approval of occupancy upon its reasonable determination of a material non-compliance with any condition therein contained. Continuing occupancy following any withdrawal of such approval shall be in violation of the Plan and of this Agreement.

6. The covenants of Owner herein contained shall be covenants running with the land and shall be binding upon the property herein described and upon Owner, its successors and assigns.

Executed this _____ day of _____, 1969.

Owner

REDEVELOPMENT AGENCY OF THE
CITY OF SAN LEANDRO

By *Jack D. Maltester*
Jack D. Maltester, Chairman

Attest: _____
Secretary

(11/20/69/mp)

SDA
EXHIBIT B

AGREEMENT

Recitals

SUPREME COUNCIL OF U.P.E.C., hereinafter referred to as Owner, is the owner of or is acquiring certain real property in the City of San Leandro, State of California, designated as Parcels 15-1, 14-1(b), 13-1(a) and 3(a), as such parcels are shown on the map entitled "Preliminary Block Study" and marked Exhibit A, which map is made by this reference a part hereof.

Said property is located within the boundaries of the PLAZA 2 Redevelopment Project, hereinafter referred to as the Project.

The development and use of real property in the Project is governed by the PLAZA 2 Redevelopment Plan, hereinafter referred to as the Plan.

The Plan provides for participation by each owner of real property in the Project Area in the Implementation of the Redevelopment Project through new construction and through the installation of certain improvements necessary to the repair, renovation and renewal of such real property.

The Plan contains development standards and an architectural design concept to guide such construction, repair, renovation and renewal of private real property.

The Plan provides that no change in use or occupancy, and that no reoccupancy, including any lease renewal or lease assignment, of any property, shall be permitted prior to approval thereof by the Redevelopment Agency of the City of San Leandro, hereinafter referred to as Agency.

The Plan provides that no issuance of any building, plumbing or electrical permit pertaining to any property in the Redevelopment Project Area shall be permitted prior to approval thereof by Agency.

The Plan further provides that such approval shall not be granted by the Agency, unless the installation of required improvements has previously been completed, or until such Owner has entered into an agreement providing for such improvements.

Now, therefore, Owner and Agency, in consideration of the mutual promises hereinafter contained, agree as follows:

 SDA
EXHIBIT C

A. REQUIRED IMPROVEMENTS

1. Owner shall construct a paved parking area on the full extent of Parcels 14-1(b), 13-1(a) and 3(a).
2. Owner shall landscape those unpaved portions of the right-of-way of Chumalia Street adjacent to subject property.
3. Owner may construct a new building on Parcels 14-1(b), 13-1(a) and 15-1 in a manner that will not substantially modify the parking areas provided for herein.

B. PREPARATION OF PLANS

1. Owner shall prepare detailed plans for the improvements set forth in Paragraphs A-1 through A-3, above.
2. Owner shall amend such plans as reasonably required by Agency in accordance with the Plan prior to the initiation of improvement work provided for therein.
3. All exterior design work shall be compatible with the Agency's design concept as set forth in the Plan.

C. SCHEDULE OF IMPROVEMENT WORK

1. Owner shall submit detailed plans for the improvements set forth in Paragraphs A-1 and A-2 hereof to Agency for approval prior to May 1, 1970.
2. Owner shall commence the required improvements set forth in Paragraphs A-1 and A-2 hereof prior to July 1, 1970, and shall complete such improvements to the satisfaction of Agency prior to October 1, 1970.

D. ADDITIONAL PROVISIONS

1. Owner shall maintain all improvements at a high level of repair, and shall promptly complete any repair work thereon as required by Agency to maintain said improvements at such level, provided that such requirements of Agency must be reasonable in relation to the standard of repair of other improvements in the Project Area improved under requirements of the Plan, and shall not exceed in scope the improvement work provided for in this Agreement.
2. Agency shall promptly review all plans for improvements provided for in this Agreement, and shall approve such plans, provided they are in full accordance with the provisions of this Agreement and the Plan and contain all modifications requested by Agency in accordance with the Plan. Agency shall not unreasonably withhold such approval.

3. Agency shall make available adequate design coordination services to Owner to insure coordination with the architectural design concept set forth in the Plan prior to completion of such improvement plans.

4. The Building Regulations Superintendent of the City of San Leandro shall inspect all improvements upon notification of completion by Owner and, provided all such improvements have been completed in accordance with plans approved by Agency, shall formally certify completion thereof.

5. Upon execution of this Agreement, Agency approves the use of subject property for the parking of passenger vehicles and commercial vehicles not exceeding one-half ton capacity subject to the provisions of this Agreement and the Plan. Agency may withdraw such approval of occupancy upon its determination of a material non-compliance with any condition therein contained. Continuing occupancy following any withdrawal of such approval shall be a violation of the Plan and of this Agreement.

6. The covenants of Owner herein contained shall be covenants running with the land and shall be binding upon the property herein described and upon Owner, its successors and assigns.

Executed this _____ day of _____, 1969.

SUPREME COUNCIL OF U.P.E.C.

By _____
Its

REDEVELOPMENT AGENCY OF THE
CITY OF SAN LEANDRO

By *Jack D. Maltester*
Jack D. Maltester, Chairman

Attest: _____
Secretary

(11/20/69/mp)

[Handwritten signature]
SDA
EXHIBIT C

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

A portion of Lot 7, Block 2, as said lot and block are shown
on the Map of East San Leandro, filed February 20, 1871, in
Book 2 of Maps, page 24, Alameda County Records, described as
follows:

Commencing on the northwestern line of Callan Avenue, as shown
on said map, at the most eastern corner of said lot 7; thence
along the northeastern line of said lot 7, north $27^{\circ}59'11''$
west (north $27^{\circ}59'11''$ west being assumed as the bearing of
said northeastern line for the purpose of this description).
37.776 feet to the Actual Point of Beginning; thence parallel
with the said northwestern line of Callan Avenue, south $70^{\circ}35'43''$
west 68.633 feet to a tangent curve concave to the north, having
a radius of 25.895 feet, and a central angle of $42^{\circ}41'27''$; thence
along said curve, southwesterly, westerly, and northwesterly
19.294 feet to its intersection with a non-tangent line, a
radial line to said point of intersection bears south $23^{\circ}17'10''$
west, said non-tangent line being the northwestern line of that
parcel of land described in deed to Melville F. Barnett, a
married man, and Henry M. Barnett, a married man, dated September 29,
1943; thence along said northwestern line, north $62^{\circ}00'49''$ east
84.202 feet to the said northeastern line of lot 7; thence along
said northeastern line, south $27^{\circ}59'11''$ east 19.646 feet to the
actual point of beginning.

The above described parcel of land contains 1086 square feet,
more or less.

LD 69-10
Dwg. 466, Case 1602
Callan Avenue Widening
Barnett Parcel 10-a

EXHIBIT E

