

# *San Leandro*

## Long Range Property Management Plan



City of San Leandro  
Redevelopment Successor Agency

November 2015

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## Introduction

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This document constitutes the Long-Range Property Management Plan (LRPMP) of the Successor Agency to the Redevelopment Agency of the City of San Leandro (Successor Agency). In accordance with Health and Safety Code Section 34191.5(c), this LRPMP contains an inventory of each property, the proposed plan for disposition, and uses of each of the properties.

The Redevelopment Agency of the City of San Leandro was dissolved on February 1, 2012, pursuant to ABx1 26 (as amended by AB 1484 and SB 107). These statutes govern the dissolution of the former redevelopment agency, which includes the disposition of its former real property assets. At the time of its dissolution, the former redevelopment agency owned twenty-two (22) parcels of real property, which are the subject of and are fully described in this LRPMP. Pursuant to the redevelopment dissolution statutes, ownership of the properties transferred on February 1, 2012 to the Successor Agency.

The Properties are located within the boundaries of the City of San Leandro and are subject to compliance with the San Leandro General Plan and the City's zoning and land use regulations, as set forth in City codes and ordinances. The Successor Agency is now responsible for disposition of the properties in accordance with the procedures and requirements of Redevelopment Dissolution Statutes, with particular reference to Health and Safety Code Section 34191.1, 34191.3, 34191.4(a), and 34191.5.

This LRPMP was presented for consideration of approval on November 5, 2015, to the Board of Directors of the San Leandro Successor Agency. The Successor Agency obtained a "Finding of Completion" from the California Department of Finance (DOF) on \_\_\_\_\_, 2015, pursuant to Health and Safety Code Section 34179.7 that entitles the Successor Agency to submit this LRPMP for approval by the Oversight Board and DOF. On \_\_\_\_\_, 2015, the LRPMP was presented to the Oversight Board for the Successor Agency, which was established pursuant to the Redevelopment Dissolution Statutes, for consideration of approval. If both the Successor Agency and the Oversight Board approve the LRPMP, it will be transmitted to DOF for its approval on \_\_\_\_\_, 2015.

## Property Disposition Summary

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### Properties to be Sold for Development

1	075 0001 010 02	290 Davis Street
2	075-0001-004-00	1199 East 14 <sup>th</sup> Street
3	075-0001-005-00	212 Davis Street
4	075 0001 006 00	222 Davis Street
5	075 0001 008 02	250 Davis Street
6	075-0005-011-01	1595 Washington Avenue
7	075 0005 012 00	268 Parrott Street
8	079A 0568 005 00	2101 Marina Boulevard

### Properties Transferred/Sold to the City for Governmental Use

9	077 0545 026 02	Washington Ave & W Juana Ave
10	077 0545 015 00	135 W. Joaquin Ave
11	077 0545 009 00	Washington Ave & Joaquin Ave
12	077 0545 010 00	Washington Ave & Joaquin Ave
13	077 0545 024 01	1490 Washington Avenue
14	077 0545 025 00	1446 Washington Avenue
15	077-0545-018-00	1433 East 14 <sup>th</sup> Street
16	075- 0226-006-00	W. Juana Ave & Hays Street
17	079A 0295 002 17	Burrell Field - Aladdin Avenue
18	077A 0655 001 00	1193 Warden Avenue
19	075 0036 058 00	Carpentier Street
20	077D 1499 001 00	14901 E 14 <sup>th</sup> Street
21	077A-0649-008-25	2512 Davis Street

### State Controller Allowed Housing Asset Transfers

22	077E-1525-003-09	13664 East 14 <sup>th</sup> Street
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## Town Hall Square Development Opportunity Parcels

APN(s) #	075 0001 010 02 075-0001-004-00 075-0001-005-00 075 0001 006 00 075 0001 008 02
Addresses	290 Davis Street 1199 East 14th Street 212 Davis Street 222 Davis Street 250 Davis Street
Acquisition Date	075 0001 010 02      6/17/2004 075-0001-004-00      12/23/2004 075-0001-005-00      12/23/2004 075 0001 006 00      12/23/2004 075 0001 008 02      12/23/2004
Value at Time of Purchase	\$155,000 \$735,916 Included in price for 1199 E.14 <sup>th</sup> Included in price for 1199 E.14 <sup>th</sup> Included in price for 1199 E.14 <sup>th</sup>
Estimated Current Value	\$860,000.
Value Basis	\$37/sf (appraisal of nearby parcel)
Date of Estimated Current Value	10/1/15
Proposed Sale Value	Unknown, future sale value will be based on a full appraisal.
Proposed Sale Date	2016
Purpose for which property was acquired	To aggregate land for a future development consistent with the TOD Strategy and the adopted Redevelopment Plan.
Lot Size (sf)	5,590 5,728 1,245 2,455 8,175
Current Zoning	DA-1(S), Downtown Area, SP-3 Special Policy Overlay
Estimate of Income/Revenue	None
Contractual requirements for use of income/revenue	None
History of environmental contamination, studies, and/or remediation, and designation as a brownfield site	Former bank building at 1199 East 14 <sup>th</sup> has evidence of asbestos. Building assumed to have no value.



### Property Description

These five Successor Agency parcels are part of a larger area that is known as Town Hall Square in Downtown San Leandro. The City's Redevelopment Agency (RDA) acquired these parcels as part of an effort to assemble the entirety of the block bounded by East 14<sup>th</sup> Street, Davis Street and Hays Street (now known as Dan Niemi Way). The property at 290 Davis Street was acquired in 2004 for \$500,000 and the building was subsequently demolished. The acquisition cost and current value shown above reflect only the land value. The other four parcels were acquired as part of one transaction for \$735,000, also in 2004. The building at 1199 East 14<sup>th</sup> Street has been vacant for more than ten years and is in poor condition and assumed to have no value at this time. Collectively, the Town Hall Square block constitutes an opportunity site for mixed use development in Downtown San Leandro.

The five Successor Agency parcels comprise just over half an acre. The entire Town Hall Square site is approximately 1.5 acres.

### Proposed Disposition: *Sold for Future Development*

The Successor Agency proposes to sell these properties together through a Request for Proposals (RFP) process. The RFP will require potential purchasers to list an offering price for

the properties and provide information about a proposed development concept, financial security of the developer, track record and experience with transit oriented developments, and purchase price. The recommended purchaser will be approved via authorization of a Purchase and Sale Agreement by the Successor Agency and Oversight Board. City staff will recommend that strong preference be given to developers with an achievable plan to acquire as many of the adjacent properties as possible, thus taking maximum advantage of one of the remaining opportunity sites in Downtown San Leandro.

Zoning for this district would permit mixed-use residential with retail on the ground level. Residential development can be up to 75 units per acre. The maximum building height is 75 feet.

Staff estimated the current site value as \$37 per square foot based on a recent appraisal for a comparable parcel located immediately across East 14<sup>th</sup> Street. The Successor Agency intends to conduct full appraisal for the property prior to sale and the appraisal cost will be deducted from escrow as part of the closing.

### **Advancement of planning objectives of the successor agency**

The Town Hall Square site was identified as a strategic opportunity site in the City of San Leandro's 2007 Transit Oriented Development Strategy. Additionally, the RDA's 2010-2014 Implementation Plan called for the Agency to "continue assisting with land assembly and design to redevelop Town Hall Square, the underutilized block bounded by Hays, Davis, and East 14th Streets in the downtown core."

### **History of previous development proposals and activity**

In June 2004 the Agency hired MVE Partners, an architectural firm, to explore the development capacity of the block and create conceptual design renderings of the site. Those plans envisioned a mixed-use project with ground floor retail and residential condominiums on the upper floors. In 2005, after issuance of an RFP, the RDA executed an Exclusive Negotiating Rights Agreement with The Olson Companies for development of Town Hall Square. The Agreement subsequently expired prior to the submittal of a development proposal. In 2008, the Agency approved an Exclusive Negotiating Agreement with Innisfree Ventures II for this site, however that agreement also expired due to challenges related to assembling adjacent parcels. In both cases the developers were unable to acquire additional properties and propose a viable project.

### **Description of property's potential for transit oriented development**

Town Hall Square was identified as a Strategic Opportunity site in the City of San Leandro's 2007 Transit Oriented Development Strategy. The site is four blocks from the San Leandro BART station and within the retail core of Downtown San Leandro. Construction of a bus rapid transit

(BRT) stop is also planned immediately adjacent to this site. The challenge to development of this site is that the four parcels are not contiguous and therefore do not represent a development opportunity without the acquisition of adjacent properties.



## Washington Avenue & Parrott Street Development Opportunity Parcels

APN(s) #	075-0005-011-01 075 0005 012 00
Address(es)	1595 Washington Avenue 268 Parrott Street
Acquisition Date	9/16/2004 1/16/2008
Value at Time of Purchase	\$350,000 \$125,000
Estimated Current Value	\$320,000 \$220,000
Value Basis	Recent appraisal of nearby parcel, adjusted based on staff estimate.
Date of Estimated Current Value	10/1/15
Proposed Sale Value	Unknown, future sale value will be based on a full appraisal.
Proposed Sale Date	Unknown
Purpose for which property was acquired	To aggregate land for a future development consistent with the TOD Strategy and the adopted Redevelopment Plan.
Lot Size (sf)	10,875 7,500
Current Zoning	DA-1, Downtown Area
Estimate of Income/Revenue	\$0
Contractual requirements for use of income/revenue	None
History of environmental contamination, studies, and/or remediation, and designation as a brownfield site	None



Proceeds from the sale of the two parcels will be allocated on a per-square-foot basis. As noted above, proceeds from the sale of 268 Parrott Street are owed to the City of San Leandro. Proceeds from the sale of 1595 Washington Avenue will be remitted to the Alameda County Auditor-Controller for distribution to the local taxing entities.

The estimated current value for these parcels is an estimate generated by staff based on a recent appraisal for another property in downtown San Leandro, adjusted slightly to account for the location (reduced visibility and traffic count). The Successor Agency intends to conduct full appraisal for the properties prior to sale and the appraisal cost will be deducted from escrow as part of the closing.

The zoning code calls for mixed use development and requires, ground floor retail on Washington Avenue, residential density up to 24 units per acre (10 units total on the site), a maximum building height of 75 feet, and a maximum office density of 2.0 FAR.

### **Advancement of planning objectives of the successor agency**

The site was identified as a strategic development opportunity in the City's 2007 Transit Development Strategy. Additionally, the Redevelopment Agency's 2010-2014 Implementation Plan includes a goal to "redevelop 1595 Washington Avenue at Parrott Street" to "provide mixed-use retail and multi-family residential consistent with the TOD Strategy."

### **History of previous development proposals and activity**

In 2005, the RDA issued an RFP for the parcels as a consolidated development site. Following analysis of the proposals received, the Agency entered into an Exclusive Negotiating Rights Agreement (ENRA) with EF Communities. In June 2007, EF Communities withdrew its proposal due to changing market conditions. In July 2007, the City entered into an ENRA with John Benjamin Company LLC for development of the site. In August 2008, the ENRA term expired. In October, 2008, the RDA executed a third ENRA for development of the site, this time with Langon Homes. The agreement expired prior to initiation of any development activity.

### **Description of property's potential for transit oriented development**

These properties were jointly identified as a Strategic Opportunity site in the City of San Leandro's 2007 Transit Oriented Development Strategy. The site is five blocks from the San Leandro BART station and adjacent to the retail core of Downtown San Leandro.

## Fire Station #11

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APN(s) #	079A 0568 005 00
Acquisition Date	9/16/2003
Value at Time of Purchase	\$65,000 (book value)
Estimated Current Value	\$230,000
Value Basis	Estimated price per square foot of \$15 based on market research
Date of Estimated Current Value	6/18/15
Proposed Sale Value	Unknown, future sale value will be based on a full appraisal.
Proposed Sale Date	2016
Purpose for which property was acquired	Transferred from the City of San Leandro to the RDA to sell via an RFP process.
Lot Size (in sf)	15,536
Current Zoning	CN(S), Commercial Neighborhood
Estimate of Income/Revenue	\$0
Contractual requirements for use of income/revenue	City Council Resolution 2003-197 stipulates that the property be conveyed to the RDA, and to deliver all future sales proceeds to the City's General Fund.
History of environmental contamination, studies, and/or remediation, and designation as a brownfield site	No Underground Storage Tank (UST) present. Original UST was removed and all subsequent environmental studies found that no corrective action is warranted. Underground Monitoring Well destroyed on December 3, 2004. Agency is not aware of other environmental problems on site or in proximity to site. Building condition is poor with asbestos and lead paint suspected.



## Property Description

In 2003, San Leandro Fire Station #11 was relocated from 2101 Marina Boulevard to another location. The building was used as a fire house from the 1950s until the late 1990s-2000s. The parcel at 2101 Marina Boulevard is a 0.35 acre property located in a district that includes commercial, industrial, and residential uses. The parcel was conveyed from the City to the RDA in 2003 for the purposes of carrying out the Redevelopment Plan of the West San Leandro-MacArthur Boulevard Redevelopment Project Area. The conveyance agreement (Exhibit B) stipulates that “when the Agency disposes of the Property to another party, any and all funds the Agency derives from such disposition of the Property shall be paid to the City.”

## Proposed Disposition: *Sale of Property*

The Successor Agency intends to dispose of the property pursuant to the existing disposition agreement between the RDA and the City of San Leandro. Specifically, the Successor Agency plans to solicit offers for purchase and development of the site via a Request for Proposals (RFP) process. Comparable sales in the area show the average price per square foot of land at \$15. The building may contain asbestos in the linoleum flooring, lead paint, and does not meet current seismic building codes. The cost to improve the building is not feasible rendering it a tear down. Therefore, the estimated sale value of \$230,000 represents the average price per square of land within a two mile radius. The Successor Agency intends to conduct full appraisal

for the property prior to sale and the appraisal cost will be deducted from escrow as part of the closing.

**Advancement of planning objectives of the successor agency**

2101 Marina Boulevard was held by the RDA for future development in accordance with the West San Leandro – MacArthur Boulevard Redevelopment Plan, the City of San Leandro Zoning Code, and the City of San Leandro General Plan. No specific development plans were previously identified.

**History of previous development proposals and activity**

In 2005, the RDA issued an RFP to sell the property pursuant to the disposition agreement with the City of San Leandro. The requested development proposal was to be consistent with the property's zoning category of CN(S), which permits retail sales and services, full-service restaurants, offices and business/professional/building services. All bids were rejected by the RDA. The City of San Leandro currently uses the building as surplus storage.

**Description of property's potential for transit oriented development**

None.

## Plaza Pedestrian Walkways

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APN(s) # & Acquisition Dates	077 0545 026 02 – 12/13/1963 077 0545 015 00 – 2/21/1963
Value at Time of Purchase	077 0545 026 02 – \$59,500 077 0545 015 00 – Unknown
Estimated Current Value	\$0
Value Basis	Properties have no development potential.
Date of Estimated Current Value	10/1/15
Proposed Sale Value	N/A
Proposed Sale Date	N/A
Purpose for which property was acquired	Construct public plazas per Plaza Redevelopment Project Area plan.
Lot Size (in sf)	Total of All Lots: 077 0545 026 02 – 1,530 077 0545 015 00 – 2,400
Current Zoning	DA-1, Downtown Area 1
Estimate of Income/Revenue	\$0
Contractual requirements for use of income/revenue	N/A
History of environmental contamination, studies, and/or remediation, and designation as a brownfield site	Not reported.





## Property Description

These properties were acquired from two condemnation proceedings initiated by the RDA to implement the Plaza Redevelopment Plan. The Redevelopment Plan called for the acquisition of land to improve the downtown pedestrian experience with plazas, landscaping, fountains, lighting, benches and decorative paving. All of these improvements exist within these two parcels today. These parcels are integral to downtown pedestrian circulation and to the adjacent businesses. They provide a path from Joaquin plaza toward Washington Avenue without having to walk in parking lots.

## Proposed Disposition: *Government Use, Transfer to City*

The Successor Agency proposes that these two parcels be transferred to the City of San Leandro at no cost as a governmental use. The properties do not generate any income and no opportunities for future income generation have been identified. Maintenance costs will be assumed by the City. Although these parcels have no development potential, the Successor Agency acknowledges that, should they ever be sold by the City, proceeds from the sale would need to be distributed as property tax to the taxing entities, after the negotiation of tax sharing agreements.

## Advancement of planning objectives of the successor agency



These parcels were acquired as a part of the ongoing efforts of the Plaza Redevelopment Project Area to construct public plazas and other pedestrian improvements.

**History of previous development proposals and activity**

None.

**Description of property's potential for transit oriented development**

None. The parcels are too small for any development and do not have adequate access to adjacent roadways.

## Plaza Public Parking Lots

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APN(s) # & Acquisition Dates	077 0545 009 00 – 9/30/1970 077 0545 010 00 – 9/30/1970 077 0545 024 01 – 9/11/1963 077 0545 025 00 – 2/21/1963 077-0545-018-00 - 5/9/1997
Value at Time of Purchase	077 0545 009 00 – Unknown 077 0545 010 00 – Unknown 077 0545 024 01 – \$130,000 077 0545 025 00 - \$59,500 077-0545-018-00 - Unknown
Estimated Current Value	\$0
Value Basis	Properties are needed to support existing retail uses and have no value for commercial development.
Date of Estimated Current Value	10/1/15
Proposed Sale Value	N/A
Proposed Sale Date	N/A
Purpose for which property was acquired	Construct public plazas, walkways and parking lots per Plaza Redevelopment Project Area plan.
Lot Size (in sf)	Total of All Lots: 43,507
Current Zoning	DA-1, Downtown Area 1
Contractual requirements for use of income/revenue	N/A
History of environmental contamination, studies, and/or remediation, and designation as a brownfield site	None.



## Property Description

These parcels were acquired by the RDA to improve downtown parking and traffic circulation. All together they provide 92 parking spaces. The initial Plaza Redevelopment Plan and subsequent amendments called for additional public parking to support the downtown's shopping area. Acquisition of these parcels provided strategically located parking spaces that serve the surrounding shopping areas. The Redevelopment Plan also called for improvements to pedestrian and vehicular circulation. Maintenance and operation of these parcels and the adjacent shopping center are governed by a Maintenance, Operation and Reciprocal Easement Agreement executed on December 9, 1981. That document states that "no building shall be erected and constructed within any portion of the common area of any such Site except as shall as shall have been approved by the Parties and Safeway Stores." Because these parcels are defined as part of the shopping center common area in that agreement, it is highly improbable that the adjacent property owners would permit any use other than free, public parking.

## Proposed Disposition: *Government Use*

The Successor Agency proposes that these parcels be transferred to the City of San Leandro at no cost for continued use as public parking lots. Pursuant to Health and Safety Code Section 34181(a), these parcels qualify as governmental purpose property because they do not generate any income and therefore have maintenance cost in excess of revenue.

Although these parcels have no development potential, the Successor Agency acknowledges that, should they ever be sold by the City, proceeds from the sale would need to be distributed as property tax to the taxing entities, after the negotiation of tax sharing agreements.

#### **Advancement of planning objectives of the successor agency**

These parcels were acquired as a part of the ongoing efforts of the Plaza Redevelopment Project Area. They were purchased in groups beginning in the 1960s, 1970s and the remaining parcel in the late 1990s. The Plan called for the acquisition of properties in the downtown shopping area to provide additional public parking and improved pedestrian accessibility.

#### **History of previous development proposals and activity**

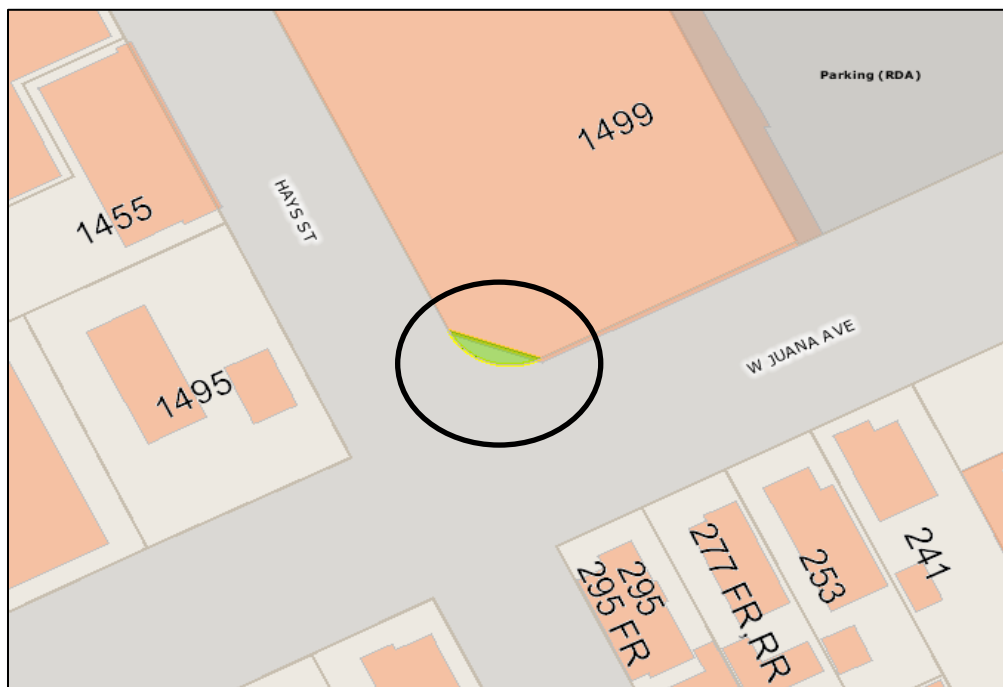
None.

#### **Description of property's potential for transit oriented development**

None. Although they are located within a transit oriented development area, the Successor Agency expects these parcels to remain as free, public parking indefinitely.

## Corner Parcel at West Juana Ave. & Hays St.

APN(s) #	075-0226-006-00
Acquisition Date	Unknown
Value at Time of Purchase	Unknown
Estimated Current Value	\$0
Value Basis	Property has no development potential.
Date of Estimated Current Value	10/1/15
Proposed Sale Value	N/A
Proposed Sale Date	N/A
Purpose for which property was acquired	Right of way, Pedestrian Access
Lot Size (in sf)	256
Current Zoning	DA(S)-1, Downtown Area 1
Estimate of Income/Revenue	N/A
Contractual requirements for use of income/revenue	N/A
History of environmental contamination, studies, and/or remediation, and designation as a brownfield site	None



**Property Description**

This corner parcel consists of 256 square feet of landscaping located within the Plaza Redevelopment Project Area boundaries. It is unknown how and when the parcel was acquired by the RDA although it likely occurred as part of the development of the San Leandro Plaza shopping center development in the early 1960's.

**Proposed Disposition: *Government Use, Transfer to City***

The Successor Agency proposes that this parcel be transferred to the City of San Leandro at no cost as a government purpose property. The parcel has no value as it is only a 256 square feet parcel that was at some point in time acquired by the RDA. The only purpose of the parcel is to act as a landscape buffer for the rear corner wall of the Safeway shopping center and provide for future right of way to the Hays Street and West Juana Avenue intersection.

The property does not generate any income and no opportunities for future income generation have been identified. Maintenance costs will be assumed by the City. Although this parcel has no development potential, the Successor Agency acknowledges that, should it ever be sold by the City, proceeds from the sale would need to be distributed as property tax to the taxing entities.

**Advancement of planning objectives of the successor agency**

None.

**History of previous development proposals and activity**

None.

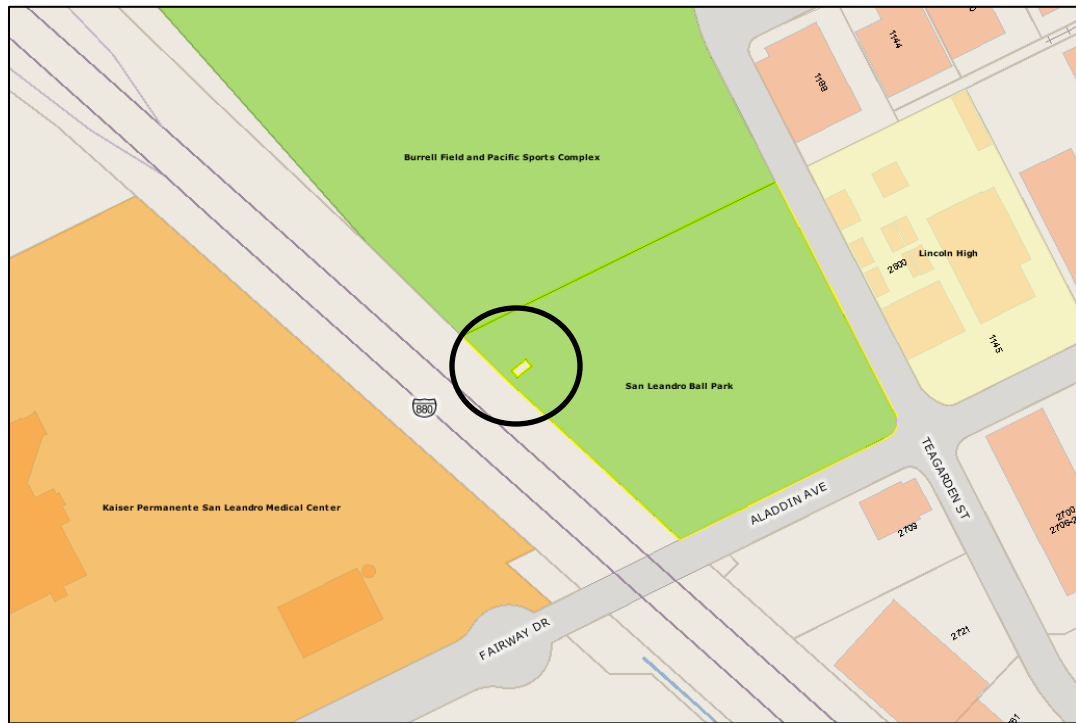
**Description of property's potential for transit oriented development**

None. The property is too small for development.

## Burrell Field Sign – Public Park

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APN(s) #	079A 0295 002 17
Acquisition Date	10/7/1998
Value at Time of Purchase	\$0
Estimated Current Value	\$200,000
Value Basis	Rough estimate. Appraisal will be conducted prior to sale. Property has no development potential.
Date of Estimated Current Value	10/1/15
Proposed Sale Value	N/A
Proposed Sale Date	N/A
Purpose for which property was acquired	To construct a sign
Lot Size (in sf)	465
Current Zoning	CR, Commercial Recreation
Estimate of Income/Revenue	\$0 until 2017. TBD from 2017-2037.
Contractual requirements for use of income/revenue	Lease Agreement
History of environmental contamination, studies, and/or remediation, and designation as a brownfield site	None



### Property Description

In 1996, the City of San Leandro created a 456 square foot parcel contained wholly within a larger parcel at the San Leandro Ball Park adjacent to Burrell Field. The smaller parcel was then conveyed to the Redevelopment Agency at no cost via a Quitclaim Deed. The purpose of this transaction was to support the development of a sign promoting the nearby Auto Mall. In 1997, the RDA executed a lease with the Batarse Family Trust which permitted construction of the sign. The lease does not require any rent payments through 2017.

Beginning June 1, 2017, the Batarse Family Trust is required to make annual lease payments “equal to 10% of the land value of the Premises, which shall reflect the unique value of the Premises as the site of a reader board sign for retail purposes.”

Because the sign is almost 20 years old, it does not generate the revenue of newer reader board signs. Additionally, the sign has been in disrepair in recent years and is not currently operational. The sign’s owner has reported that it is now difficult to source parts for the sign, making future repairs – and therefore future revenues - uncertain.

### Proposed Disposition: *Governmental Use*

The Successor Agency proposes that this parcel be sold to the City of San Leandro. The parcel is located on the interior grounds of the San Leandro Ball Park with an associated access easement from Aladdin Avenue. The CR, Commercial Recreation zoning designation precludes development of the small parcel except for the existing sign. Therefore, the parcel does not



have value for a private sector buyer and any potential transfer to a private buyer would be inconsistent with the site's core use as a park.

The Successor Agency proposes that the parcel be sold to the City of San Leandro at fair market value as calculated above. The proceeds would then be distributed to the taxing entities.

Given the current condition of the sign, estimating a value of the parcel is difficult. Although modern signs with freeway visibility can generate significant revenue, this particular sign is dated and not presently functioning. Additionally, the sign has display dimensions of 20 x 30 feet, whereas the industry standard, preferred by advertisers, is 14 x 48 feet. The Successor Agency intends to conduct full appraisal for the property prior to sale and the appraisal cost will be deducted from escrow as part of the closing. The value shown represents only a rough estimate.

#### **Advancement of planning objectives of the successor agency**

Successful redevelopment of the Pacific High School property was a goal of the 1994-1999 Implementation Plan for the City of San Leandro-Alameda County Joint Redevelopment Project Area.

#### **History of previous development proposals and activity**

None. The site is zoned Commercial Recreation and therefore not suitable for private development.

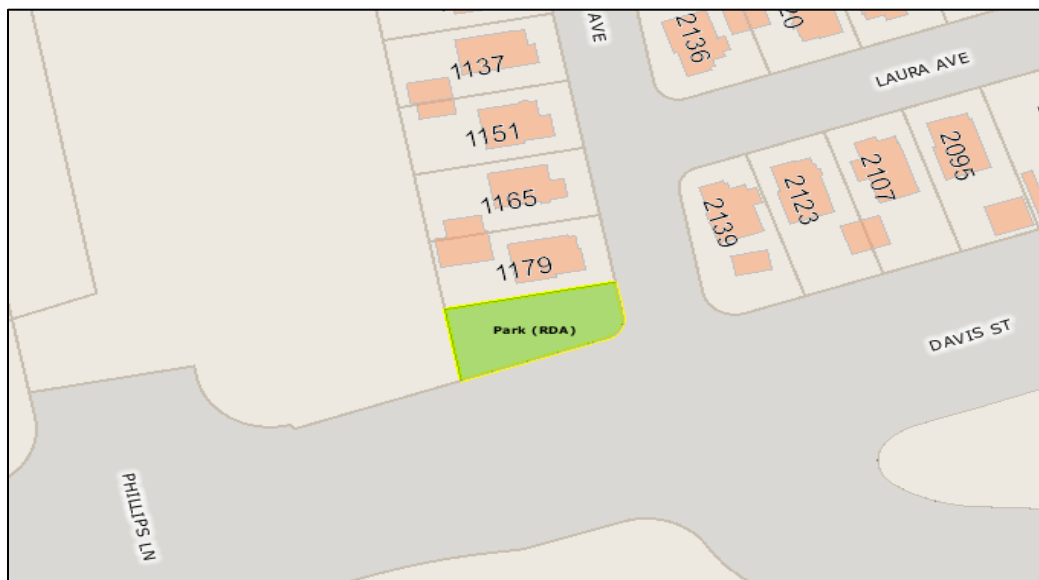
#### **Description of property's potential for transit oriented development**

None.

## 1193 Warden Avenue – Public Park

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APN(s) #	077A 0655 001 00
Acquisition Date	2/1/1995
Value at Time of Purchase	\$80,622
Estimated Current Value	\$0
Value Basis	Property has no development potential.
Date of Estimated Current Value	10/1/15
Proposed Sale Value	N/A
Proposed Sale Date	N/A
Purpose for which property was acquired	To establish a pocket park with an entry sign at the entrance to a residential neighborhood.
Lot Size (in sf)	5,589
Current Zoning	RS, Residential Single Family District
Estimate of Income/Revenue	None
Contractual requirements for use of income/revenue	N/A
History of environmental contamination, studies, and/or remediation, and designation as a brownfield site	None



## **Property Description**

The RDA purchased the property in 1995 for \$153,000. The building was subsequently demolished. The acquisition cost shown above includes the land only. After the acquisition, the RDA removed the existing dilapidated single-family home and constructed a neighborhood entry sign for the Davis-West single-family residential area. The RDA also improved the remaining portions of the property with landscaping and wider sidewalks along Warden Avenue and Davis Street. The pocket park with the neighborhood entry sign serves to buffer the residential area from the busy Davis Street commercial corridor and I-880 intersection. In 2004, Pacific Bell Telephone Company, now known as AT&T, needed space along Davis Street for their telephone utility lines and boxes. The RDA granted the 375 square foot easement along the eastern edge of the property.

## **Proposed Disposition: *Government Use***

The Successor Agency proposes that this property be transferred to the City of San Leandro as a governmental use considering that the property is used for a pocket public park. Currently, the property has no value other than as a park space considering it is zoned residential, located along a busy commercial corridor, and features important public improvements such as a neighborhood entry sign, easements for utility lines and wider sidewalks.

The property does not generate any income and no opportunities for future income generation have been identified. Maintenance costs will be assumed by the City. Although this parcel has no development potential, the Successor Agency acknowledges that, should it ever be sold by the City, proceeds from the sale would need to be distributed as property tax to the taxing entities.

## **Advancement of planning objectives of the successor agency**

The Plaza Redevelopment Project Area expansion Area D identified the Davis Street commercial corridor as a mix of incompatible land uses and structures. The area was also blighted as public infrastructure was either nonexistent or inadequate. The acquisition of this property was one of accomplishments of the RDA in buffering the residential areas from the industrial and commercial districts. The plan also called for district entry signage to improve the character of each area, especially the single-family residential neighborhood that was surrounded by the commercial and industrial districts.

## **History of previous development proposals and activity**

None.

## **Description of property's potential for transit oriented development**

None.

## San Leandro Creek Walk Open Space and Public Park

APN(s) #	075 0036 058 00
Acquisition Date	6/4/2001
Value at Time of Purchase	\$599,760
Estimated Current Value	\$0
Value Basis	The parcel is a sliver of land along the San Leandro Creek developed as a park. There is no access to adjacent roadways.
Date of Estimated Current Value	10/1/15
Proposed Sale Value	N/A
Proposed Sale Date	N/A
Purpose for which property was acquired	The parcel was a part of a larger parcel for the City's corporation yard prior to the Creekside development.
Lot Size (in sf)	60,113
Current Zoning	CC, Commercial Community
Estimate of Income/Revenue	None
Contractual requirements for use of income/revenue	N/A
History of environmental contamination, studies, and/or remediation, and designation as a brownfield site	None



## **Property Description**

This property was part of the City's former corporation yard. In February 2000, the RDA sold the property to the Creekside Partners, LLC. to develop an office project. The Disposition and Development Agreement between Creekside Partners, LLC and the RDA required the developer to construct, operate, and maintain a public walking trail along the bank of the San Leandro Creek. The Creek Walk parcel was subsequently established as a separate parcel and re-conveyed back to the RDA via a Quitclaim Deed in August 2001. The developer created an unpaved walking trail with landscaping, benches, and a pedestrian walkway and remains responsible for the ongoing maintenance of the property.

## **Proposed Disposition: *Government Use***

The Successor Agency proposes that this parcel be transferred to the City of San Leandro at no cost as a governmental use as the property is used for a public park. This parcel is undevelopable as it exists within the required building setback from the San Leandro Creek and does not have vehicular access to adjacent roadways.

## **Advancement of planning objectives of the successor agency**

The corporation yard was one of the strategic redevelopment opportunity sites identified in the Plaza Redevelopment plan, 2004-09 Implementation Plan, and the 2007 Transit Oriented Development Strategy for the downtown.

## **History of previous development proposals and activity**

The Creekside Plaza office project ultimately resulted in the construction of 240,000 square feet of class-A office space, in addition to the public Creek Walk.

## **Description of property's potential for transit oriented development**

None. Although Creekside Plaza advanced the City's transit oriented development goals for the downtown, this parcel cannot be developed due to its size, location, and set-back requirements for properties adjacent to the San Leandro Creek.

## 2512 Davis Street – Eden Road Project Property

APN(s) #	077A 0649 008 25
Acquisition Date	5/27/2009
Value at Time of Purchase	\$805,000
Estimated Current Value	\$0
Value Basis	Property identified as future right of way in the City's General Plan section 17, Action 17.05-A: West San Leandro Road Improvements.
Date of Estimated Current Value	10/1/15
Proposed Sale Value	N/A
Proposed Sale Date	N/A
Purpose for which property was acquired	To Complete the Eden Road extension project
Lot Size (in sf)	15,600
Current Zoning	IG, General Industrial
Estimate of Income/Revenue	\$0
Contractual requirements for use of income/revenue	N/A
History of environmental contamination, studies, and/or remediation, and designation as a brownfield site	Phase I Environmental Assessment was conducted by the RDA prior to property acquisition.



## **Property Description**

This property is the final link for the future Eden Road improvement project. Eden Road, which runs parallel to Davis Street to the north, is the last unpaved road in San Leandro. By paving the road and constructing an “L” connection back to Davis Street, the City will create safe, efficient access to properties that have been landlocked and therefore blighted.

## **Proposed Disposition: *Government Use***

The Successor Agency proposes that this property be transferred to the City of San Leandro as a governmental use in order to complete the Eden Road project. The property does not hold any sale value because it is identified in the City’s General Plan, West San Leandro Redevelopment Plan, and Ordinance 2007-002 as future road right of way. The property cannot be developed with any proposal other than the proposed roadway and is therefore governmental use. Once transferred, the City of San Leandro will demolish the existing warehouse building and prepare the property for the roadway project.

## **Advancement of planning objectives of the successor agency**

The project is consistent with the City’s General Plan section 17, Neighborhood Traffic Management, Action 17.05-A: West San Leandro Road Improvements and the 2010-14 The West San Leandro-MacArthur Boulevard Project Area Implementation Plan. The RDA purchased the property to improve circulation and access problems in the City’s industrial district. In particular, this property lies directly across the street from the Business Center Drive-Davis Street intersection and serves as final link between Eden Road and Davis Street.

## **History of previous development proposals and activity**

The property was originally developed with a warehouse building featuring general industrial uses. In 2007, the City Council passed Ordinance 2007-002 establishing right-of-way lines for Eden Road from Doolittle Drive to Davis Street. The proposed right of way lines included this property, which brought about the justification for the property acquisition.

## **Description of property's potential for transit oriented development**

Not applicable. The existing warehouse building will be demolished and the land converted into city right of way for the Eden Road construction project.

## 14901 East 14<sup>th</sup> Street – Triangle Property

APN(s) #	077D 1499 001 00
Acquisition Date	10/6/2009
Value at Time of Purchase	\$677,000
Estimated Current Value	\$0
Value Basis	Limited access, property size and park designation. The property has no development potential and therefore no value.
Date of Estimated Current Value	10/1/15
Proposed Sale Value	N/A
Proposed Sale Date	N/A
Purpose for which property was acquired	Public Park, Right of Way & Environmental Cleanup
Lot Size (in sf)	10,556
Current Zoning	SA-3, South Area 3 District
Estimate of Income/Revenue	N/A
Contractual requirements for use of income/revenue	N/A
History of environmental contamination, studies, and/or remediation, and designation as a brownfield site	In 2005, the City hired Ninyo & Moore, an environmental consulting firm located in Oakland, California, to prepare an Initial Site Assessment (ISA) and a Phase II Environmental Assessment to identify soil contaminants and prepare a cleanup plan for the soils. They found leaking tanks formerly existing on the Property, which contaminated the soil with petroleum and petroleum related contaminants. Ninyo & Moore estimated that the costs of soil cleanup were \$270,500. Remediation has subsequently been completed with the costs deducted from escrow as part of the Agency's purchase of this site.





The property acquisition was consistent with the 2004-09 Joint Project Area Redevelopment Agency Implementation Plan to eliminate blighted commercial properties and to provide right-of-way for the East 14<sup>th</sup> Street/Hesperian Boulevard/150<sup>th</sup> Avenue Intersection Improvement Project. The Joint Project Area Redevelopment plan called for implementation of the streetscape-related improvements on East 14th Street and within the South Area Plan, including widening sidewalks, new street trees, street furniture, adding crosswalks, and landscaped medians where appropriate to East 14th Street between downtown and 150th Avenue. The plan also called for the reconfiguration and beautification of the busy East 14th Street/150th Avenue/Hesperian Boulevard intersection.

#### **History of previous development proposals and activity**

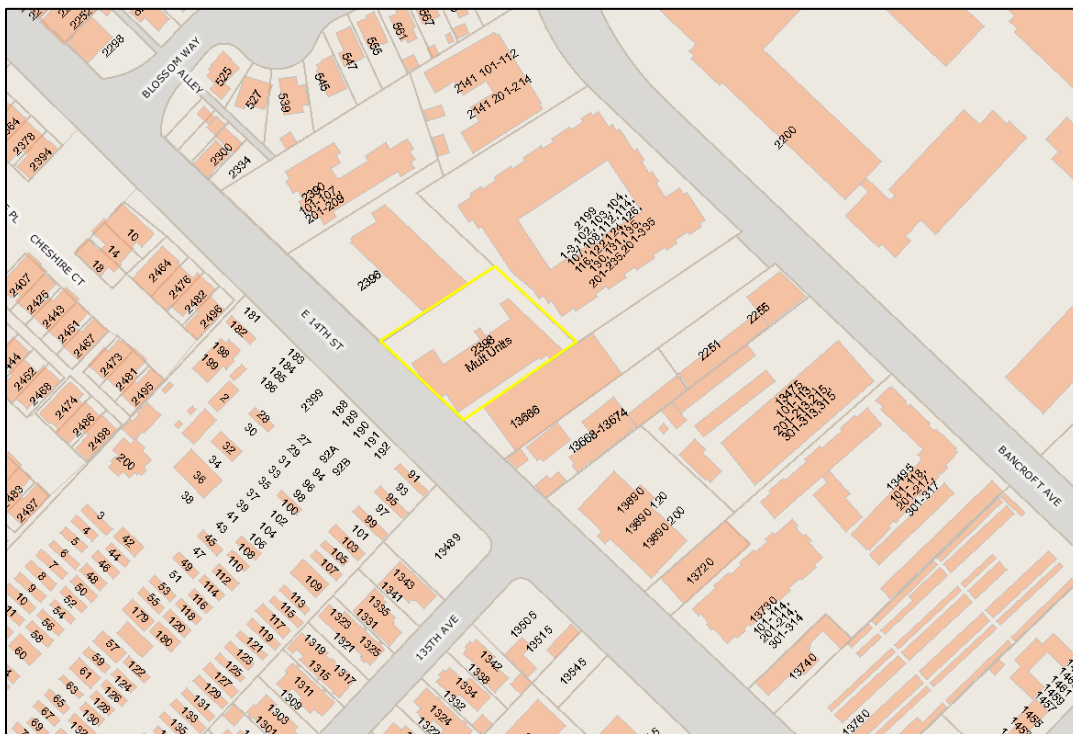
None.

#### **Description of property's potential for transit oriented development**

None. The property is too small for commercial redevelopment considering the amount of right of way taken for the East 14<sup>th</sup> Street and Hesperian Boulevard roadway improvements. Instead, the City plans a passive park with a public art feature for the remaining portions of the property that will serve as an entranceway into the City.

## 13664 East 14<sup>th</sup> Street – Casa Verde Affordable Housing

APN(s) #	077E 1525 003 09
Acquisition Date	9/19/2005
Value at Time of Purchase	\$4,500,000
Estimated Current Value	\$4,500,000
Value Basis	Purchase price. This housing asset will not be sold and therefore the Agency has not updated the value.
Date of Estimated Current Value	9/19/2005
Proposed Sale Value	N/A
Proposed Sale Date	N/A
Purpose for which property was acquired	Affordable Housing Development
Lot Size (in sf)	28,958
Current Zoning	SA-2, South Area 2 District
Estimate of Income/Revenue	N/A
Contractual requirements for use of income/revenue	N/A
History of environmental contamination, studies, and/or remediation, and designation as a brownfield site	None



## **Property Description**

This property, the former Islander Motel, was purchased by the Redevelopment Agency in 2005 for \$4,500,000 for the purpose of converting it into an affordable housing project. The funding came from the Agency's 20% affordable housing set-aside. The property was subsequently renovated through a partnership with Mercy Housing and later re-opened as Casa Verde. The project eliminated a significant source of blight in the community and now offers 67 units of affordable rental housing. A 2007 Regulatory Agreement dictates that the property remain affordable housing for the long-term.

## **Proposed Disposition: *SCO Allowed Transfer***

This property was included on the Housing Asset Transfer report which was submitted to the California Department of Finance and State Controller's Office, and subsequently approved in 2012. The property will be transferred to the City, in its capacity as the Housing Successor.

## **Advancement of planning objectives of the successor agency**

This project successfully advanced the Agency's goals of eliminating blight and adding to the City's inventory of affordable housing.

## **History of previous development proposals and activity**

Purchased in 2005 and successfully completed in 2008.

## **Description of property's potential for transit oriented development**

The property is located on a major bus line, providing multi-modal transportation options for residents.

**EXHIBIT A**

**Conveyance Agreement for 268 Parrott**

**AGREEMENT TO CONVEY PROPERTY AND  
TO DELIVER PROCEEDS FROM FUTURE DISPOSITION**

THIS AGREEMENT ("Agreement") is entered into this 7<sup>th</sup> day of January, 2008 ("Effective Date"), by and between the CITY OF SAN LEANDRO, a municipal corporation ("City") and the SAN LEANDRO REDEVELOPMENT AGENCY, a public body corporate and politic ("Agency").

**RECITALS**

This Agreement is entered into upon the basis of the following facts, understandings, and intentions of the parties:

A. City is the owner of one parcel (APN 075 0005 012 00) located in the City of San Leandro, County of Alameda, State of California legally described in Attachment "A" attached hereto and incorporated herein by this reference, and commonly known as 268 Parrott Street, San Leandro, California (the "Property").

B. City desires to convey the Property to Agency and Agency desires and agrees to accept the conveyance of the Property from City on the terms and conditions in this Agreement.

C. Agency is a redevelopment agency existing pursuant to the Community Redevelopment Law, California Health and Safety Code Section 33000, et seq. Pursuant to its authority under California law, Agency has the responsibility to carry out the Redevelopment Plan for the Alameda County-City of San Leandro Joint Redevelopment Project Area ("Project Area"), as amended ("Redevelopment Plan"). Both City and Agency desire the conveyance the Property in the manner set forth in this Agreement in furtherance of the Redevelopment Plan.

D. The Property is located in the Project Area and is governed by the Redevelopment Plan.

E. Under Section 33220(a) of the Community Redevelopment Law, for the purpose of aiding and cooperating in the Redevelopment Plan, the City, upon the terms and with or without consideration as it determines, may dedicate or convey any of its property to the Agency.

F. The conveyance of the Property as provided for herein is in furtherance of the Redevelopment Plan, provides a benefit to the City, and serves the City's public purposes.

G. The parties desire that City shall convey the Property to Agency as provided for herein without the payment of monies prior to or at the time of such conveyance; and the parties further desire and agree that when Agency thereafter disposes of the Property to another party, any and all funds Agency derives from such disposition of the Property shall be paid to City as provided for herein.

H. The future conveyance of the Property from the Agency to a third party will be done in conjunction with the one Agency-owned adjacent parcel at 1595 Washington Avenue, and may require demolition of existing structure(s). In recognition of this fact, City agrees to accept as payment a per square foot value for the Property as part of the larger two-parcel transaction, a value which may reflect demolition costs for structures on the Property to be directly paid by the Agency or assumed by the third party buyer.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants, promises and undertakings set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Conveyance and Acquisition. City shall convey the Property to Agency and Agency shall accept the conveyance of the Property from City on all of the terms, covenants and conditions provided herein by a Grant Deed in the form attached hereto as Attachment "B". City shall convey the Property to Agency without the payment of monies from Agency to City prior to or at the time of such conveyance.

2. Payment of Proceeds from Subsequent Disposition. If and when Agency disposes of the Property to another party, a portion of the funds Agency derives from such disposition shall be paid to City under terms described in Section H and Section 4. Agency agrees that, unless a longer period is required by law, it shall deliver such funds to City within thirty (30) days of its receipt of same. The obligations of this Section 2 shall be the only payment obligations from Agency to City in connection with the conveyance and acquisition provided for in Section 1.

3. Recording. Following the delivery of the Grant Deed from City to Agency, Agency shall cause the Grant Deed to be recorded in the official records of Alameda County, California.

4. Costs. Each party shall pay half of any conveyance and transfer taxes, recording fees, and miscellaneous fees associated with the transfer of the Property. The total amount of the City's share will be deducted from payment to the City as per Section 2.

5. Possession. City shall deliver possession of the Property to Agency upon delivery of the Grant Deed.

6. Disclaimer of Representations and Warranties. City and Agency agree that (i) except as specified in this Agreement, neither City nor any agent or representative of City has made any representations or warranties regarding the Property, including without limitation any representations or warranties concerning the Property's physical condition, access, zoning laws, environmental matters, utilities, physical equipment or fixtures on the Property, or any other matter affecting the Property or the use of the Property; and (ii) except for any representations and warranties in this Agreement, Agency has not relied and will not rely on any implied warranties, guaranties, statements, representations, or information about the Property, whether made by City or any agents or representatives of

City. Agency has examined the Property, is familiar with its physical condition, and accepts the Property in an "as is" condition. City has not made and does not make any representations as to the physical condition of the Property.

7. Attorneys' Fees. Each party shall bear its own fees and costs in connection with this Agreement and all matters relating thereto.

8. Successors. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assignees of the parties to this Agreement.

9. Provisions Not Merged With Deeds. None of the provisions of this Agreement are intended to or shall be merged by any deed transferring title to the Property from City to Agency, and any such deed shall not be deemed to affect or impair the terms, conditions and covenants of this Agreement.

10. Integration. This Agreement, together with the Attachments attached hereto, contains the entire agreement between the parties, constitutes the entire understanding between the parties with respect to the subject matter of this Agreement, and supersedes all previous or contemporaneous agreements, understandings, representations or statements between the parties respecting the subject matter of this Agreement.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

12. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

13. Conflicts of Interest. No member, official or employee of either party shall make any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

14. Amendment. This Agreement may be amended or modified only by a written instrument executed by the parties hereto.

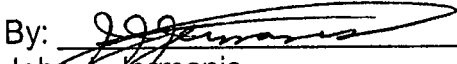
15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California

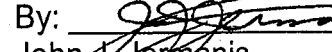
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.




"CITY"  
City of San Leandro

"AGENCY"  
San Leandro Redevelopment Agency

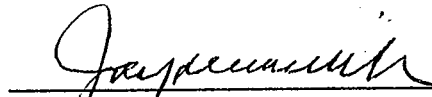
By:   
John J. Germanis  
Its: City Manager

By:   
John J. Germanis  
Its: Executive Director

Attest:

  
Marian Handa, City Clerk / Agency Secretary

APPROVED AS TO FORM:

  
Jayne W. Williams  
City Attorney/Agency Counsel

g:\dept\office of business development\files rda\joint project area\1595 washington\268 parrot\san leandro\_\_ conveyance agreement  
(city to rda).doc

**ATTACHMENT A – LEGAL DESCRIPTION OF THE PROPERTY**

268 PARROTT STREET - APN 075 0005 012 00

That Parcel of land in the City of San Leandro County of Alameda, State of California,  
described as follows:

Lot G, Block 5, Map of the Town of San Leandro, filed February 27, 1855, Map Book 1,  
Page 19, Alameda County Records, Assessor's Parcel No. 075-0005-012.

Recording Requested By:

City of San Leandro  
Redevelopment Agency  
835 E. 14th Street  
San Leandro, CA 94577

When Recorded Mail to and  
Mail Tax Statements to:

City of San Leandro  
Redevelopment Agency  
835 E. 14th Street  
San Leandro, CA 94577

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**GRANT DEED**

For valuable consideration, receipt of which is hereby acknowledged,

THE CITY OF SAN LEANDRO, a municipal corporation, herein called "Grantor", hereby grants to THE REDEVELOPMENT AGENCY OF THE CITY OF SAN LEANDRO, a public body, corporate and politic, of the State of California, herein called "Grantee", the real property commonly known as 268 Parrott Street, City of San Leandro, County of Alameda, State of California, hereinafter referred to as the "Property", described in the document attached hereto, labeled Exhibit 1 and incorporated herein by this reference.

1. The Property is conveyed pursuant to a certain Agreement to Convey Property and to Deliver Proceeds from Future Disposition ("Agreement") entered into by and between Grantor and Grantee as of January 7, 2008. Said Agreement may be amended in writing from time to time, a copy of which is available in the City Clerk's Office of the City of San Leandro.

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

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

(a) In Deeds:

"The grantee herein covenants by and for himself, 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 any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any 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 premises 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 any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the 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:

"The contractor herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through it, and this contract is made and accepted upon and subject to the conditions that there shall be no discrimination against or segregation of any person or of a group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the property herein transferred nor shall the contractor or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees,

sublessees, subtenants, or vendees in the property herein transferred. The foregoing provisions shall be binding upon and shall obligate the contractor and any subcontracting parties, successors, assigns and other transferees under the contract."

Notwithstanding the foregoing, with respect to familial status, nothing herein shall be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code nor shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to this Section.

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

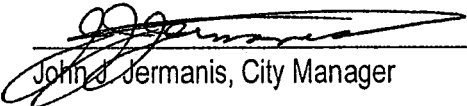
4. The covenants contained in paragraphs 2 and 3 of this Grant Deed shall be binding for the benefit of Grantor and its successors and assigns and such covenants shall run in favor of Grantor and for the entire periods during which such covenants shall be in force and effect, without regard to whether Grantor is or remains an owner of any land of interest therein to which such covenants relate. Grantor, in the event of any breach of any such covenants shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach pursuant to the conditions and limitations of the Agreement. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by Grantor and its successors.

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

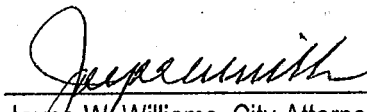
SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized, this 16<sup>th</sup> day of January, 2008.

CITY OF SAN LEANDRO

  
John J. Germanis, City Manager

Approved as to form:

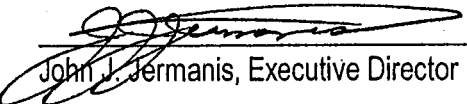
  
Jayne W. Williams, City Attorney

Attest:

  
Marian Handa, City Clerk

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

REDEVELOPMENT AGENCY OF THE  
CITY OF SAN LEANDRO

  
John J. Germanis, Executive Director

**SIGNATURES MUST BE NOTARIZED**

G:\DEPT\Office of Business Development\Files RDA\Joint Project Area\1595 Washington\268 Parrott\Grant Deed - Final.doc

268 Parrott Street Grant Deed  
City of San Leandro

Page 4

**EXHIBIT B**

**Conveyance Agreement for 2101 Marina**

**AGREEMENT TO CONVEY PROPERTY AND  
TO DELIVER PROCEEDS FROM FUTURE DISPOSITION**

THIS AGREEMENT ("Agreement") is entered into this 16<sup>th</sup> day of ~~SEPTEMBER~~ 2003 ("Effective Date"), by and between the CITY OF SAN LEANDRO ("City") and the SAN LEANDRO REDEVELOPMENT AGENCY ("Agency").

**RECITALS**

This Agreement is entered into upon the basis of the following facts, understandings, and intentions of the parties:

A. City is the owner of one parcel (APN 079A-0568-005) located in the City of San Leandro, County of Alameda, State of California legally described in Exhibit "A" attached hereto and incorporated herein by this reference, and commonly known as 2101 Marina Boulevard, San Leandro, California (the "Property").

B. City desires and agrees to convey the Property to Agency and Agency desires and agrees to accept the conveyance of the Property from City on the terms and conditions in this Agreement.

C. Agency is a redevelopment agency existing pursuant to the Community Redevelopment Law, California Health and Safety Code Section 33000, et seq. Pursuant to its authority under California law, Agency has the responsibility to carry out the Redevelopment Plan for the West San Leandro-MacArthur Boulevard Redevelopment Project Area, as amended ("Redevelopment Plan"). City is conveying, and Agency is accepting the conveyance of, the Property in furtherance of the Redevelopment Plan.

D. The Property is located in an area governed by the Redevelopment Plan.

E. Under Section 33220(a) of the Community Redevelopment Law, for the purpose of aiding and cooperating in the Redevelopment Plan, the City, upon the terms and with or without consideration as it determines, may dedicate or convey any of its property to the Agency.

F. The conveyance of the Property as provided for herein is in furtherance of the Redevelopment Plan, provides a benefit to the City, and serves the City's public purposes.

G. The parties desire and agree that City shall convey the Property to Agency as provided for herein without the payment of monies prior to or at the time of such conveyance; and the parties further desire and agree that when Agency thereafter disposes of the Property to another party, any and all funds Agency derives from such disposition of the Property shall be paid to City as provided for herein.



H. The future conveyance of the Property from the Agency to a third party may require demolition of existing structure(s). In recognition of this fact, City agrees to accept as payment a per square foot value for the Property which takes into account demolition costs for structures on the Property to be directly paid by the Agency or assumed by the third party buyer.

I. The City may continue to use the Property for storage until receipt of a 15-day notice from Agency of imminent sale. City's use of Property will not interfere with any entry or inspection of Property by Agency or prospective buyers. Agency will assess City a reasonable rent (\$.25/SF of Property per month) for use of the Property from Effective Date until issuance of the 15-day notice or notice to Agency of City's vacation from the premises, whichever comes first. This amount shall be deferred until sale of the Property, and then deducted from City's share of proceeds. Upon sale of the Property to the third party buyer, this amount may be reduced or forgiven at the discretion of the Executive Director.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants, promises and undertakings set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Conveyance and Acquisition. City shall convey the Property to Agency and Agency shall accept the conveyance of the Property from City on all of the terms, covenants and conditions provided herein by a Grant Deed in the form attached hereto as Exhibit "B". City shall convey the Property to Agency without the payment of monies from Agency to City prior to or at the time of such conveyance.

2. Payment of Proceeds from Subsequent Disposition. If and when Agency disposes of the Property to another party, any and all funds Agency derives from such disposition shall be paid to City under terms described in Sections H, I, and 4, with appropriate documentation. Agency agrees that, unless a longer period is required by law, it shall deliver such funds to City within thirty (30) days of its receipt of same. The obligations of this Section 2 shall be the only payment obligations from Agency to City in connection with the conveyance and acquisition provided for in Section 1.

3. Recording. Following the delivery of the Grant Deed from City to Agency, Agency shall cause the Grant Deed to be recorded in the official records of Alameda County, California.

4. Costs. Agency shall advance and City shall reimburse transfer taxes, recording fees, and miscellaneous costs associated with the transfer of the property. The total amount of the City's costs will be deducted from payment to the City as per Section 2.

5. Possession. City shall deliver possession of the Property to Agency upon delivery of the Grant Deed.

6. Disclaimer of Representations and Warranties. City and Agency agree that (i) except as specified in this Agreement, neither City nor any agent or representative of City has made any representations or warranties regarding the Property, including without limitation any representations or warranties concerning the Property's physical condition, access, zoning laws, environmental matters, utilities, physical equipment or fixtures on the Property, or any other matter affecting the Property or the use of the Property; and (ii) except for any representations and warranties in this Agreement, Agency has not relied and will not rely on any implied warranties, guaranties, statements, representations, or information about the Property, whether made by City or any agents or representatives of City. Agency has examined the Property, is familiar with its physical condition, and accepts the Property in an "as is" condition. City has not made and does not make any representations as to the physical condition of the Property.

7. Notices. All notices, demands, requests and other communications between City and Agency pursuant to this Agreement made by either party shall be given in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested (in which case notice shall be deemed given three (3) business days after the date sent) or delivered personally (in which case notice shall be deemed given on the date of such delivery) addressed as follows:

To City:                      City of San Leandro  
                                    Attention: City Manager  
                                    835 E. 14<sup>th</sup> Street  
                                    San Leandro, California 94577

To Agency:                 San Leandro Redevelopment Agency  
                                    Attention: Executive Director  
                                    835 E. 14<sup>th</sup> Street  
                                    San Leandro, California 94577

Such written notices, demands, requests and other communications may be sent or delivered to such other addresses as the affected party may from time to time designate by giving notice to the other party. Notice of a change of address shall not be effective unless and until such notice is sent or delivered in accordance with this Section 7.

8. Agency Indemnity of City. Agency shall indemnify, defend, and hold harmless City from and against any and all actions, suits, claims, damages liabilities, including legal costs and attorney's fees and expert witness fees, whether or not suit is actually filed, and any judgment rendered against City and/or its officers, employees, agent, representatives, and volunteers (hereinafter, collectively, "Claims") that may be asserted or claimed by any person, firm, or entity arising out of or in connection with is Agreement.

9. Attorneys' Fees. Each party shall bear its own fees and costs in connection with this Agreement and all matters relating thereto.

10. Waivers. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party.

11. Successors. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assignees of the parties to this Agreement.

12. Provisions Not Merged With Deeds. None of the provisions of this Agreement are intended to or shall be merged by any deed transferring title to the Property from City to Agency, and any such deed shall not be deemed to affect or impair the terms, conditions and covenants of this Agreement.

13. Integration. This Agreement, together with the Exhibits attached hereto, contains the entire agreement between the parties, constitutes the entire understanding between the parties with respect to the subject matter of this Agreement, and supersedes all previous or contemporaneous agreements, understandings, representations or statements between the parties respecting the subject matter of this Agreement.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

15. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

16. Third Party Rights. Nothing in this Agreement is intended to or shall confer upon any person, other than the parties to this Agreement and their respective successors and assigns, any rights or remedies under this Agreement.

17. Parties Not Co-Venturers. Nothing in this Agreement is intended to or does establish the parties as partners, co-venturers, or principal and agent with one another.

18. Conflicts of Interest. No member, official or employee of either party shall make any decision relating to this Agreement which affects his or her personal interests

or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

19. Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of either party shall be personally liable to the other party or its assignee or successor in the event of any default or breach by the party or for any amount which may become due to a party or its assignee or successor on any obligation under the terms of this Agreement.

20. Amendment. This Agreement may be amended or modified only by a written instrument executed by the parties hereto.

21. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"CITY"

City of San Leandro

"AGENCY"

San Leandro Redevelopment Agency


By: 

John J. Germanis  
Its: City Manager

By: 

John J. Germanis  
Its: Executive Director

APPROVED AS TO FORM:

  
For Jayne W. Williams  
City Attorney/Agency Counsel

**EXHIBIT A – LEGAL DESCRIPTION OF THE PROPERTY**

2101 Marina Boulevard - APN 079A-0568-005

Lot 5 in Block "C" of Mulford Gardens, Unit No. 1, according to the map thereof, filed May 2, 1957 in the office of the County Recorder of Alameda County and of record in Map Book 12, page 69.

Recording Requested By:

City of San Leandro  
Redevelopment Agency  
835 E. 14th Street  
San Leandro, CA 94577

When Recorded Mail to and  
Mail Tax Statements to:

City of San Leandro  
**CITY CLERK'S OFFICE**  
835 E. 14th Street  
San Leandro, CA 94577



2003685982

11/19/2003 04:19 PM

OFFICIAL RECORDS OF ALAMEDA COUNTY  
PATRICK O'CONNELL  
RECORDING FEE: 25.00



7

PGS

**COPY**

CITY OF SAN LEANDRO

DEC 22 2003

CITY CLERK'S OFFICE

### GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,

THE CITY OF SAN LEANDRO, a public body, corporate and politic, of the State of California, herein called "Grantor", hereby grants to THE REDEVELOPMENT AGENCY OF THE CITY OF SAN LEANDRO, a public body, corporate and politic, of the State of California, herein called "Grantee", the real property commonly known as 2101 Marina Boulevard, City of San Leandro, County of Alameda, State of California, hereinafter referred to as the "Property", described in the document attached hereto, labeled Exhibit 1 and incorporated herein by this reference.

1. The Property is conveyed pursuant to a certain Agreement to Convey Property and to Deliver Proceeds from Future Disposition ("Agreement") entered into by and between Grantor and Grantee as of SEPT 16, 2003. Said Agreement may be amended in writing from time to time, a copy of which is available in the City Clerk's Office of the City of San Leandro.

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

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

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

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

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

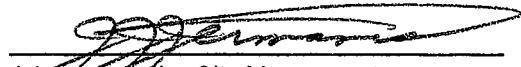
3. No violation or breach of the covenants, conditions, restrictions, provisions of limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument permitted by the Agreement; provided,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

4. The covenants contained in paragraphs 2 and 3 of this Grant Deed shall be binding for the benefit of Grantor and its successors and assigns and such covenants shall run in favor of Grantor and for the entire periods during which such covenants shall be in force and effect, without regard to whether Grantor is or remains an owner of any land of interest therein to which such covenants relate. Grantor, in the event of any breach of any such covenants shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach pursuant to the conditions and limitations of the Agreement. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by Grantor and its successors.

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

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized, this 6<sup>th</sup> day of October, 2003.


CITY OF SAN LEANDRO

  
John Germanis, City Manager

Approved as to form:

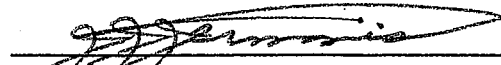
  
for Jayne W. Williams, City Attorney

Attest:

  
Marian H. Handa, City Clerk

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

REDEVELOPMENT AGENCY OF THE  
CITY OF SAN LEANDRO

  
John Germanis, Executive Director

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**EXHIBIT C**

**Department of Finance**

**Long Range Property Management Plan Checklist**



## LONG-RANGE PROPERTY MANAGEMENT PLAN CHECKLIST

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**Instructions:** Please use this checklist as a guide to ensure you have completed all the required components of your Long-Range Property Management Plan. Upon completion of your Long-Range Property Management Plan, email a PDF version of this document and your plan to:

[Redevelopment\\_Administration@dof.ca.gov](mailto:Redevelopment_Administration@dof.ca.gov)

The subject line should state "[Agency Name] Long-Range Property Management Plan". The Department of Finance (Finance) will contact the requesting agency for any additional information that may be necessary during our review of your Long-Range Property Management Plan. Questions related to the Long-Range Property Management Plan process should be directed to (916) 445-1546 or by email to [Redevelopment\\_Administration@dof.ca.gov](mailto:Redevelopment_Administration@dof.ca.gov).

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Pursuant to Health and Safety Code 34191.5, within six months after receiving a Finding of Completion from Finance, the Successor Agency is required to submit for approval to the Oversight Board and Finance a Long-Range Property Management Plan that addresses the disposition and use of the real properties of the former redevelopment agency.

### GENERAL INFORMATION:

Agency Name: **San Leandro**

Date Finding of Completion Received: TBD

Date Oversight Board Approved LRPMP: TBD

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### Long-Range Property Management Plan Requirements

For each property the plan includes the date of acquisition, value of property at time of acquisition, and an estimate of the current value.

☒ Yes ☐ No

For each property the plan includes the purpose for which the property was acquired.

☒ Yes ☐ No

For each property the plan includes the parcel data, including address, lot size, and current zoning in the former agency redevelopment plan or specific, community, or general plan.

☒ Yes ☐ No

For each property the plan includes an estimate of the current value of the parcel including, if available, any appraisal information.

☒ Yes ☐ No

For each property the plan includes an estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds.

☒ Yes ☐ No

For each property the plan includes the history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts.

☒ Yes ☐ No

For each property the plan includes a description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency.

☒ Yes ☐ No

For each property the plan includes a brief history of previous development proposals and activity, including the rental or lease of the property.

☒ Yes ☐ No

For each property the plan identifies the use or disposition of the property, which could include 1) the retention of the property for governmental use, 2) the retention of the property for future development, 3) the sale of the property, or 4) the use of the property to fulfill an enforceable obligation.

☒ Yes ☐ No

The plan separately identifies and list properties dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation.

☒ Yes ☐ No

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## ADDITIONAL INFORMATION

- If applicable, please provide any additional pertinent information that we should be aware of during our review of your Long-Range Property Management Plan.

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**Agency Contact Information**

Name: Jeff Kay

Name:

Title: Business Development Manager

Title:

Phone: 510-577-3319

Phone:

Email: jkay@sanleandro.org

Email:

Date: 11/2/15

Date:

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**Department of Finance Local Government Unit Use Only**

DETERMINATION ON LRPMP: ☐ APPROVED ☐ DENIED

APPROVED/DENIED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVAL OR DENIAL LETTER PROVIDED: ☐ YES DATE AGENCY NOTIFIED: \_\_\_\_\_