

Recording Requested by and  
When Recorded Return to:

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Attn: \_\_\_\_\_

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: \_\_\_\_\_

**PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT**  
**(Disposition and Development Agreement (Alameda Landing Mixed Use Project) –**  
**Remainder Residential Parcel)**

This Partial Assignment and Assumption Agreement (Disposition and Development Agreement (Alameda Landing Mixed Use Project) – Remainder Residential Parcel) (the “Agreement”) is made for reference purposes as of \_\_\_\_\_, 20\_\_\_\_, by and between CATELLUS ALAMEDA DEVELOPMENT, LLC, a Delaware limited liability company (“Assignor”), and PULTE HOME COMPANY, LLC, a Michigan limited liability company (“Assignee”).

**RECITALS**

This Agreement is entered into upon the basis of the following facts, understandings, and intentions of Assignor and Assignee.

A. Assignor (as successor-in-interest to Palmtree Acquisition Corporation, a Delaware corporation (“PAC”)) and the City of Alameda (in its capacity as “Successor Agency” (as defined in Recital E below) to Community Improvement Commission of the City of Alameda, a public body corporate and politic (the “CIC”)) have entered into that certain Disposition and Development Agreement (Alameda Landing Mixed Use Project), dated as of December 5, 2006, and recorded in the Official Records of Alameda County, California (“Official Records”) on July 24, 2007, as Series No. 2007275740; (i) as amended by (A) that certain First Amendment to Disposition and Development Agreement (Alameda Landing Mixed Use Project), dated as of December 4, 2007 and recorded in the Official Records on December 20, 2007, as Series No. 2007427558, and (B) that certain Second Amendment to Disposition and Development Agreement (Alameda Landing Mixed Use Project), dated as of June 4, 2008 and recorded in the Official Records on August 5, 2008, as Series No. 2008236638; (ii) as assigned by that certain Assignment and Assumption Agreement (Disposition and Development Agreement (Alameda Landing Mixed Use Project)) and Right of Entry for Preliminary Work (Alameda Landing – Testing/Investigation) by and between PAC, as assignor, and Assignor, as assignee, effective as of February 28, 2011, and recorded in the Official Records on June 10, 2011, as Instrument No. 2011168602; (iii) as partially assigned by that certain Partial Assignment and Assumption Agreement (Disposition and Development Agreement (Alameda Landing Mixed Use Project) – Portion of Parcel 2) by and between Assignor, as assignor, and Target Corporation, a Minnesota

corporation, as assignee, dated as of July 18, 2012, and recorded in the Official Records on September 10, 2012, as Instrument No. 2012295654; (iv) as partially assigned by that certain Partial Assignment and Assumption Agreement (Disposition and Development Agreement (Alameda Landing Mixed Use Project) – Remaining Portion of Parcel 2) by and between Assignor, as assignor, and Catellus Alameda Retail, LLC, a Delaware limited liability company, as assignee, recorded in the Official Records on December 12, 2013, as Instrument No. 2013381981; (v) as partially assigned by that certain Partial Assignment and Assumption Agreement (Disposition and Development Agreement (Alameda Landing Mixed Use Project) – Residential Parcel 1) by and between Assignor, as assignor, and TRI Pointe Homes, Inc., a Delaware corporation, as assignee, dated as of December 18, 2013, and recorded in the Official Records on December 18, 2013, as Instrument No. 2013387026); (vi) as partially assigned by that certain Partial Assignment and Assumption Agreement (Disposition and Development Agreement (Alameda Landing Mixed Use Project) – Residential Parcel 2) by and between Assignor, as assignor, and TRI Pointe Homes, Inc., a Delaware corporation, as assignee, dated as of December 11, 2014, and recorded in the Official Records on December 11, 2014, as Instrument No. 2014-302877; (vii) as partially assigned by that certain Partial Assignment and Assumption Agreement (Disposition and Development Agreement (Alameda Landing Mixed Use Project) – Residential Parcel 3) by and between Assignor, as assignor, and TRI Pointe Homes, Inc., a Delaware corporation, as assignee, dated as of December 18, 2015, and recorded in the Official Records on December 18, 2015, as Instrument No. 2015-331814; and (viii) as partially assigned by that certain Partial Assignment and Assumption Agreement (Disposition and Development Agreement (Alameda Landing Mixed Use Project) – Waterfront) by and between Assignor, as assignor, and FISC Properties LLC, a California limited liability company, as assignee, dated as of December 15, 2017, and recorded in the Official Records on December 18, 2017, as Instrument No. 2017-277609 (collectively, the “DDA”).

B. The DDA relates to certain real property located in the City of Alameda (the “City”), County of Alameda, State of California (the “Property”). The Property is more particularly described in the DDA and Exhibit A attached hereto.

C. All defined terms not specifically defined herein shall have the meanings ascribed to them in the DDA.

D. The DDA provides for a mixed use development (the “Project”) on the Property, consisting of the “Alameda Landing Commercial Project” (as defined in the Alameda Landing Commercial Project DA) and the “Alameda Landing Residential Project” (as defined in the Alameda Landing Residential Project DA), each as more particularly described in the DDA, and the Alameda Landing Commercial Project DA and the Alameda Landing Residential Project DA, respectively.

E. Pursuant to ABx1 26 (as revised by AB 1484), on February 1, 2012, the Successor Agency of the Community Improvement Commission of the City of Alameda (the “Successor Agency”) acquired the Property and assumed the CIC’s obligations pursuant to the DDA by operation of law.

F. The Successor Agency has included the DDA as an enforceable obligation on each Recognized Obligation Payment Schedule (“ROPS”) approved and submitted to the California

Department of Finance (“DOF”) in accordance with ABx1 26 (as revised by AB 1484), as amended. DOF has not objected to the inclusion of the DDA in any ROPS. On May 24, 2013, DOF issued a Finding of Completion to the Successor Agency.

G. The DDA permits the conveyance of the Alameda Landing Commercial Property in phases, on the terms and conditions set forth in the DDA.

H. Assignor intends to cause Successor Agency to convey a portion of the Alameda Landing Commercial Property to Assignor, which real property is more particularly described in Exhibit B attached to this Agreement (the “Assigned Property”).

I. Assignor intends to convey the Assigned Property to Assignee pursuant to (among others) Sections 8.2 of the DDA.

J. In conjunction with the conveyance of the Assigned Property to Assignee, pursuant to Section 8.8 of the DDA, Assignor desires to assign to Assignee certain of Assignor’s rights, duties and obligations under the DDA with respect to the Assigned Property only, and Assignee desires to accept and assume certain of Assignor’s rights, duties and obligations under the DDA with respect to the Assigned Property (collectively and as described and defined more particularly in Section 4, below, the “Assigned Interests”), and Developer shall retain all of its other rights, duties and obligations under the DDA (collectively, the “Retained Interests”). Assignor and Assignee acknowledge and agree that: (a) the Assigned Interests exclude, and the Retained Interests include, all rights to reimbursements for CIC Funding Obligations pursuant to Section 6.2 of the DDA; and (b) Assignee factored such excluded reimbursements into its purchase price offer for the Assigned Property, and agreed to pay a lower purchase price for the Assigned Property than had such reimbursements been Assigned Interests.

K. Assignor and Assignee acknowledge and agree that Assignee intends to construct up to \_\_\_\_ housing units on the Assigned Property, all in accordance with the Project Approvals (the “Assigned Development Rights”).

NOW, THEREFORE, in consideration of the promises and the mutual agreements and covenants set forth herein and intending to be legally bound hereby, Assignor and Assignee do hereby agree as follows:

1. Effective Date. For purposes of this Agreement, in accordance with Section 8.8 of the DDA, the “Effective Date” of this Agreement shall be the date on which the deed from the Assignor to Assignee for the Assigned Property is recorded in the Official Records; provided, however, that this Agreement shall have no force and effect without the written consent of the Successor Agency.

2. Assignment. From and after the Effective Date, Assignor hereby assigns to Assignee, without representation or warranty, all of Assignor’s rights, title and interest in and to the Assigned Interests.

3. Assumption. From and after the Effective Date, Assignee hereby assumes from Assignor all of Assignor’s right, title and interest in and to the Assigned Interests, and agrees to

perform all of Assignor's obligations as "Developer" under the DDA with respect to the Assigned Interests relating to the period from and after the Effective Date.

4. Assigned Interests.

(a) Except as otherwise provided in Sections 4(d) and 4(e) below, the "Assigned Interests" shall mean and include all of the rights of Assignor under the DDA that (i) apply exclusively to the Assigned Property, or (ii) apply nonexclusively to the Assigned Property solely to the extent necessary to develop the Assigned Property in accordance with the Assigned Development Rights; provided however, (A) Sections 13.8 (Amendments to this Agreement) and 13.10 (Operating Memoranda) of the DDA shall be subject to Section 7 of this Agreement and (B) Section 13.9 (Correction of Technical Errors) of the DDA shall be subject to Section 8 of this Agreement.

(b) Except as otherwise provided in Sections 4(d) and 4(e) below, the Assigned Interests shall also mean and include: (i) all of the obligations of Assignor under the DDA that apply to, occur on, arise from or relate to the Assigned Property or the Assigned Development Rights; and (ii) the obligation to perform Demolition and Backbone Infrastructure Work for the Second Demolition and Backbone Infrastructure Phase. [Note: Confirm that pocket parks, western greenway, and Mitchell greenway to be constructed by Pulte are not considered Second Demolition and Backbone Infrastructure Phase Work]

(c) Except as otherwise provided in Sections 4(d) below, the Assigned Interests shall also mean and include, with respect to the Assigned Property only, all of the obligations of Assignor under the MMRP (as such may be amended from time to time) that are identified in the MMRP as obligations of the "ALR developer," "ALR developer for ALR site" or "ALR site owners".

(d) Assignor shall retain all right, title, interest, and obligations as "ALR developer" and "ALC developer" under the MMRP for the mitigation measures described in this Section 4(d) below, and the Assigned Interests shall not mean or include, nor shall Assignee have any right, title, interest, or obligation as "ALR developer", under the MMRP for the mitigation measures identified in the MMRP as:

- (i) T/C-11c (p. 28);
- (ii) T/C-20b (p. 29);
- (iii) T/C-20d (p. 29);
- (iv) T/C-20e (p. 29);
- (v) T/C-20f (p. 30);
- (vi) T/C-21h(a) (p. 31); and
- (vii) under T/C-21j (p. 31).

(e) The Assigned Interests shall not mean or include, and Assignee shall have no right, title, interest, or obligation pursuant to the following provisions of the DDA:

- (i) Section 2.1 (Acquisition of UP Right of Way);
- (ii) Article III (Purchase Price);
- (iii) Section 4.1 (Demolition Conditions Precedent);
- (iv) Section 4.4 (Failure of Conditions Precedent);
- (v) Section 4.5 (Future Sale; Net Sale Proceeds);
- (vi) Section 4.6 (Marketing Period);
- (vii) Section 5.6 (Preliminary Work by Developer);
- (viii) Section 5.7(c) (pertains to Property leasing);
- (ix) Section 5.7(d) (Demolition of the Hospital);
- (x) Section 5.8 (CIC Insurance);
- (xi) Article VI (Infrastructure and Demolition Obligations) except:

(1) the following shall be included as Assigned Interests: Section 6.1(a) (Demolition and Backbone Infrastructure Phases), Section 6.1(b) (Backbone Infrastructure), Section 6.1(f) (Project Schedule), Section 6.1(g) (Conveyance of Backbone Infrastructure), Section 6.2 (CIC Funding Obligations), and Section 6.5 (Commitment to Project Revenues);

- (2) Section 6.1(h) (Municipal Services District);
- (3) Section 6.1(j) (Prevailing Wage Requirements);
- (4) Section 6.1(k) (Alameda Power and Telecom) and
- (5) Section 6.4 (CFD);
- (xii) Section 7.1(b) (Initial Retail Leasing Covenants);
- (xiii) Section 7.1(c) (Truck Route);
- (xiv) Section 7.1(n) (Transportation Payment);
- (xv) Section 7.2(a) (Joint Implementation Agreement);
- (xvi) Section 7.2(b) (Coordination with Peralta Community College District);

- (xvii) Section 7.2(c) (Eminent Domain Powers);
- (xviii) Section 7.2(e) (Maintenance of Wharf and Piers);
- (xix) Section 12.2(d)(ii)(C)(4) (pertains to reimbursement of certain costs incurred by Developer as part of distribution of resale proceeds);
- (xx) Section 12.15 (Developer Early Termination Right);
- (xxi) Section 12.16 (Reimbursement of Certain Stargell Costs Following Termination);
- (xxii) Section 12.17 (Reimbursement of Certain UP Right of Way Costs Following Termination); and
- (xxiii) Section 12.18 (Funds for Reimbursement of Certain Costs Following Termination; Interest Rate).

5. Assignor's Release. From and after the Effective Date, Assignor shall be released from all obligations and liabilities under the DDA with respect to the Assigned Property and the Assigned Interests.

## 6. Events of Default.

(a) No Assignor Liability for Assignee Default. From and after the Effective Date, any Event of Default under the DDA by Assignee with respect to the Assigned Property or Assigned Interests shall not be considered an Event of Default by Assignor under the DDA with respect to the Retained Property (as defined in Section 7(b) below) or Retained Interests (or any other assignee under the DDA that owns a portion of the Property with respect to the property that such assignee owns and the assigned interests relating thereto). Subject to the execution by the Successor Agency of the Consent to Partial Assignment and Assumption Agreement (Disposition and Development Agreement (Alameda Landing Mixed Use Project) – Remainder Residential Parcel) (the “Consent”) attached hereto, in the event of such an Event of Default by Assignee with respect to the Assigned Property or Assigned Interests, the Successor Agency will not impose any remedies under the DDA against Assignor (or any other assignee under the DDA that owns a portion of the Property) arising from such Event of Default by Assignee.

(b) No Assignee Liability for Assignor Default. From and after the Effective Date, any Event of Default by Assignor occurring or arising prior to, on or after the Effective Date under the DDA with respect to the Retained Property or Retained Interests shall not be considered an Event of Default by Assignee under the DDA with respect to the Assigned Property or Assigned Interests (or any other assignee under the DDA that owns a portion of the Property with respect to the property that such assignee owns and the assigned interests relating thereto). Subject to the execution by the Successor Agency of the Consent, in the event of such an Event of Default by Assignor with respect to the Retained Property or Retained Interests, the Successor Agency will not impose any remedies under the DDA against Assignee (or any other assignee under the DDA that owns a portion of the Property) arising from such Event of Default by Assignor.

7. Amendment of DDA; Operating Memoranda.

(a) Assignor may, in Assignor's sole and absolute discretion (but with necessary Successor Agency consent), process and record any interpretation of, amendment to, or operating memorandum under the DDA that does not materially affect Assignee's ownership, development and sale of the Assigned Property in accordance with the Assigned Development Rights, and, if necessary, Assignee shall execute all documents necessary to accomplish said amendment.

(b) Assignee shall not request, process or consent to any interpretation of, amendment to, or operating memorandum under the DDA that would affect (i) Assignor's Retained Interests or that portion of the Property retained or acquired by Assignor after the conveyance of the Assigned Property, including, without limitation, any portion of the Property Assignor has not acquired but has the right to acquire pursuant to the DDA (collectively, the "Retained Property"), without Assignor's prior written consent, in Assignor's sole and absolute discretion, or (ii) any portion of the Property owned by any other assignee under the DDA or the assigned interests relating thereto without the prior written consent of such assignee. Further, notwithstanding anything in the Assigned Interests or this Agreement to the contrary, Assignee agrees not to exchange, swap or otherwise change the Assigned Development Rights without Assignor's prior written consent, in Assignor's sole and absolute discretion, including, without limitation, any change in use or allocation of units between parcels or any other modifications as may otherwise be permitted pursuant to the Master Plan.

8. Corrections of Technical Errors in DDA.

(a) Assignor may, in Assignor's sole and absolute discretion (but with necessary Successor Agency consent), process any corrections of technical errors pursuant to Section 13.9 of the DDA that do not materially affect Assignee's ownership, leasing and development of the Assigned Property in accordance with the Assigned Development Rights, and, if necessary, Assignee shall execute all documents reasonably necessary to accomplish such corrections.

(b) Assignee shall not request, process or consent to any corrections of technical errors pursuant to Section 13.9 of the DDA without Assignor's prior written consent, in Assignor's reasonable discretion.

9. General Provisions.

(a) Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the full extent permitted by law; provided that, if the invalidation or unenforceability would deprive either Assignor or Assignee of material benefits derived from this Agreement or make performance under this Agreement unreasonably difficult, then Assignor and Assignee shall

meet and confer and shall make good faith efforts to modify this Agreement in a manner that is acceptable to Assignor, Assignee and the Successor Agency.

(b) Successors and Assigns. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted successors and assigns.

(c) Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, applicable to contracts executed in and to be performed entirely within that state, and without regard to the conflicts of laws, or choice of law provisions thereof.

(d) Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same agreement.

(e) Notices. All notices, invoices and other communications required or permitted under this Agreement shall be made in writing, and shall be delivered either personally (including by private courier), by certified mail, postage prepaid and return receipt requested, or by nationally recognized overnight courier service to the following addresses, or to such other addresses as the parties may designate in writing from time to time:

If to Assignee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

with copies to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

and to: Pircher, Nichols & Meeks  
1925 Century Park East, Suite 1700  
Los Angeles, California 90067  
Attention: Real Estate Notices (Alex Jacobs/627.296)

If to Assignor: Catellus Alameda Development, LLC  
160 Newport Center Drive, Suite 120  
Newport Beach, CA 92660  
Attention: Tom Marshall

with copies to: Catellus Alameda Development, LLC  
66 Franklin Street, Suite 200  
Oakland, CA 94607  
Attention: Bill Hosler

and to: Cox, Castle & Nicholson LLP

50 California Street, Suite 3200  
San Francisco, CA 94111  
Attn: Margo N. Bradish, Esq.

Notices personally delivered shall be deemed received upon delivery. Notices delivered by certified mail as provided above shall be deemed received on actual delivery. Notices delivered by courier service as provided above shall be deemed received one (1) business day after the date of deposit for overnight delivery. From and after the Effective Date and until further written notice from Assignee to the Successor Agency pursuant to the terms of the DDA, Assignee hereby designates as its notice address for notices sent by the Successor Agency pursuant to Section 13.1 of the DDA, the notice address set forth above.

(f) Estoppel Certificates. Within ten (10) days after receipt of a written request from time to time, either party shall execute and deliver to the other, or to an auditor or prospective lender or purchaser, a written statement certifying to that party's actual knowledge: (i) that the DDA is unmodified and in full force and effect (or, if there have been modifications, that the DDA is in full force and effect, and stating the date and nature of such modifications); (ii) that there are no current defaults under the DDA by the Successor Agency and the requesting party (or the responding party, if the requesting party is the Successor Agency) (or, if defaults are asserted, so describing with reasonable specificity), and that there are no conditions which, with the passage of time or the giving of notice, or both, would constitute a default; (iii) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect, and stating the date and nature of such modifications); and (iv) such other matters as may be reasonably requested.

(g) Attorneys' Fees. In the event of any legal or equitable proceeding in connection with this Agreement, the prevailing party in such proceeding shall be entitled to recover its reasonable costs and expenses, including without limitation reasonable attorneys' fees, costs and disbursements paid or incurred in good faith at the arbitration, pre-trial, trial and appellate levels, and in enforcing any award or judgment granted pursuant thereto.

(h) No Waiver. No delay or omission by either party in exercising any right, remedy, election or option accruing upon the noncompliance or failure of performance by the other party under the provisions of this Agreement shall constitute an impairment or waiver of any such right, remedy, election or option. No alleged waiver shall be valid or effective unless it is set forth in a writing executed by the party against whom the waiver is claimed. A waiver by either party of any of the covenants, conditions or obligations to be performed by the other party shall not be construed as a waiver of any subsequent breach of the same or any other covenants, conditions or obligations.

(i) Amendment. This Agreement may be amended only by a written agreement signed by both Assignor and Assignee, and with the consent of the Successor Agency.

(j) No Joint Venture. Nothing contained herein shall be construed as creating a joint venture, agency, or any other relationship between the parties hereto other than that of assignor and assignee.

(k) Third Party Beneficiaries. Assignor and Assignee acknowledge that the Successor Agency is a third party beneficiary of the terms and conditions of this Agreement to the extent necessary for Successor Agency to enforce the terms and conditions of the DDA. This Agreement shall not be deemed or construed to confer any rights, title or interest, including without limitation any third party beneficiary status or right to enforce any provision of this Agreement, upon any person or entity other than Assignor, Assignee and the Successor Agency.

(l) Time of the Essence. Time is of the essence in the performance by each party of its obligations under this Agreement.

(m) Authority. Each person executing this Agreement represents and warrants that he or she has the authority to bind his or her respective party to the performance of its obligations hereunder and that all necessary board of directors', shareholders', partners', members', managers', and other approvals have been obtained.

[signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**ASSIGNOR:**

CATELLUS ALAMEDA DEVELOPMENT, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

PULTE HOME COMPANY, LLC,  
a Michigan limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_ (here insert name of the officer), Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

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Signature of Notary Public

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

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_ (here insert name of the officer), Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

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Signature of Notary Public

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

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_ (here insert name of the officer), Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

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Signature of Notary Public

## **EXHIBIT A**

### **Legal Description of the Property**

That certain real property described in Attachment 2 to that certain Disposition and Development Agreement (Alameda Landing Mixed Use Project), dated as of December 5, 2006, and recorded in the Official Records of Alameda County, California on July 24, 2007, as Series No. 2007275740.

## **EXHIBIT B**

### **Description of the Assigned Property**

The land is situated in the City of Alameda, County of Alameda, State of California, and is described as follows:

APNs: \_\_\_\_\_

**CONSENT TO PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT –**  
**DISPOSITION AND DEVELOPMENT AGREEMENT (ALAMEDA LANDING MIXED**  
**USE PROJECT) – Remainder Residential Parcel**

Any terms not otherwise defined in this Consent to Partial Assignment and Assumption Agreement (Disposition and Development Agreement (Alameda Landing Mixed Use Project) – Remainder Residential Parcel) (the “**Consent**”) shall have the meanings ascribed to them in the Agreement to which this Consent is attached. The Successor Agency of the Community Improvement Commission of the City of Alameda (the “**Successor Agency**”) hereby consents to the Partial Assignment and Assumption Agreement (Disposition and Development Agreement (Alameda Landing Mixed Use Project) – Remainder Residential Parcel) by and between Catellus Alameda Development, LLC, a Delaware limited liability company (“**Master Developer**”), as Assignor, and Pulte Home Company, LLC, a Michigan limited liability company (“**Residential Developer**”), as Assignee, to which this Consent is attached.

The Successor Agency further agrees that if Master Developer provides written notice to the Successor Agency that Master Developer has subsequently acquired all or any portion of the Assigned Property (the “**Acquired Assigned Property**”) from the Residential Developer that the Successor Agency’s consent to a partial assignment of the DDA related to the Acquired Assigned Property back to the Master Developer, as the original Assignor, shall not be required, provided that the Master Developer and Residential Developer execute and record a partial assignment substantially in the form of the Agreement to which this Consent is attached and promptly provides a certified conformed copy of the recorded agreement to the Successor Agency. A partial assignment of the DDA related to a subsequent conveyance of the Acquired Assigned Property shall require the consent of the Successor Agency in accordance with Article VIII of the DDA.

Successor Agency of the Community  
Improvement Commission of the City of Alameda

Approved as to form:

By: \_\_\_\_\_  
Eric J. Levitt  
City Manager

By: \_\_\_\_\_  
Lisa Nelson Maxwell  
Assistant General Counsel

Recommended for Approval:

By: \_\_\_\_\_  
Debbie Potter  
Base Reuse and Community  
Community Development Director

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

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_ (here insert name of the officer), Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

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Signature of Notary Public