

INFRASTRUCTURE AGREEMENT

This AGREEMENT is entered into this April 4 day of April, 1989 by and between CITY OF ALAMEDA a municipal corporation of the State of California ("CITY"), and HARBOR BAY ISLE ASSOCIATES, a general partnership ("HBIA"), HARBOR BAY VILLAGE FOUR ASSOCIATES, a limited partnership ("HBVFOUR"), and HARBOR BAY VILLAGE FIVE ASSOCIATES, a limited partnership ("HBVFIVE") (collectively "HARBOR BAY") pursuant to the settlement agreement between these parties dated November 3, 1988.

WHEREAS, the settlement agreement requires the parties to enter into a written agreement setting forth existing and anticipated future issues and problems involving access to Bay Farm Island and Harbor Bay Isle ("HBI") and the responsibilities of CITY and HBIA in regard to planning and funding solutions to those problems;

WHEREAS, the parties recognize that the build-out of the remaining residential portion of HBI and the development and completion of the build-out of the HBI Business Park will add traffic on streets and intersections providing access to Bay Farm Island and HBI;

WHEREAS, by this agreement the parties intend to identify the existing and anticipated future problems relating to access to Bay Farm Island and HBI and to assign planning responsibility for improvement of access and mitigation of effects of existing and additional traffic

volume, access between HBI and Bay Farm Island residential areas and the HBI Business Park, transit services, including a ferry service to San Francisco, and transportation system management measures; and

WHEREAS, the settlement agreement provides for the allocation of certain taxes to be set aside and expended only upon infrastructure projects relating to access to Bay Farm Island and HBI;

NOW, THEREFORE, the parties agree as follows:

1. Access Problems and Issues. The parties hereby identify the specific existing or anticipated future access problems, projects and/or issues ("Traffic Improvement Projects") involving Bay Farm Island and HBI as set forth in Exhibit "A" attached hereto. City and HBIA agree that the presently identified Traffic Improvement Projects fall into two categories, relating in large part to their proximity to HBI and the extent of HBI's impact upon the underlying cause(s) of or need(s) for such projects. The City or local share of the cost of the Projects included in Group One of Exhibit A shall be paid one-half from the special Traffic Improvement Fund described in paragraph 2 below and one-half from other City funds. The City or local share of the cost of those Projects included in Group Two of Exhibit A shall be paid entirely from the Traffic Improvement Fund. Traffic Improvement Projects may be added to either category, or new categories of such

projects may be created from time-to-time by mutual agreement of City and Harbor Bay. City and HARBOR BAY agree to work together to find and/or maximize other federal, state and local sources of funds for both categories of projects, so long as there is no impact upon City's revenues for other purposes.

2. Special Traffic Improvement Fund.

a. The City shall immediately create and segregate a special fund ("Traffic Improvement Fund") to be used only for the following purposes: payment of the costs of identifying and mitigating access problems to Bay Farm Island and HBI, including, but not limited to, planning, studies, design and construction of mitigation projects identified in Exhibit "A" attached hereto, regardless of whether such activity is carried out by the City alone or in conjunction with other entities or agencies. The mitigation work and projects identified by this agreement are a public benefit intended to benefit all of the citizens of the City. The City shall pay into the Traffic Improvement Fund, from and after the date of execution of this agreement and ending at such time as a resolution adopted by the City Council certifies that the fund has a balance sufficient to complete payment for all work and projects required as a result of this agreement:

(1) All improvement taxes collected by the City pursuant to Chapter 15 of the Alameda Municipal Code on all

construction of any type in HBI from and after November 3, 1988; and

(2) 50% of the City's share of the difference between the amount of each installment of real property taxes received for all real property located in the entire HBI Business Park, regardless of ownership, for the tax year 1988-1989 and the amount of each installment of such taxes received by City during each subsequent tax year or portion thereof, beginning with the first installment of Dec Dec 10, 1989 the 1989-1990 tax year and continuing until the conclusion of this agreement; attached hereto as Exhibit "B" is a schedule of the total and the City's share of HBI Business Park real property taxes for each installment of the 1988-1989 tax year.

b. Collectively, the taxes described in paragraphs 2a(1) and (2) shall be referred to as "Traffic Improvement Taxes." All Traffic Improvement Taxes required to be paid into the Traffic Improvement Fund shall be paid within ten days of receipt by City.

### 3. Planning and Reporting.

a. Commencing with the City's fiscal year beginning July 1, 1989, and on an annual basis thereafter, the City shall within the first 60 days of such year prepare a plan for solution of the traffic and access problems addressed by this agreement and a schedule of costs, methods of financing or payment, and timing for

construction of or otherwise accomplishing the solutions to such problems, both on a detailed basis for projects to be undertaken in the year of the plan and on a projected basis for anticipated future projects ("Annual Traffic Improvement Plan"). The Annual Traffic Improvement Plan shall be transmitted immediately after completion to HBIA for its review and comments and City shall implement reasonable proposals and suggestions for changes to the plan made by HBIA.

b. The initial plan shall be accompanied by a statement of the amounts and dates of Receipt of Traffic Improvement Taxes and of deposits into the special fund and the balance of the fund. Thereafter, on a quarterly basis, City shall provide HBIA with a report describing the progress of the work included in the then current Annual Traffic Improvement Plan and a statement showing the amounts, costs and proceeds of bond sales, if any, dates of receipt of Traffic Improvement Taxes, dates and amounts of deposits into the Traffic Improvement Fund, interest accrued, use or application of withdrawn funds and the balance of the fund as of the reporting date.

4. Limitation of Liability to Traffic Improvement Fund.

a. The cost of projects required to be undertaken by this agreement may be paid by the City directly from the Traffic Improvement Taxes deposited in the Traffic Improvement Fund or from proceeds raised by the issuance

and sale of bonds, deposited in the fund, or a combination thereof. If bonds are issued and sold, costs of sale and principal and interest on the bonds shall be paid only from the Traffic Improvement Fund and the bondholders shall have no recourse to the City if the Traffic Improvement Fund proves inadequate.

b. Payment from the Traffic Improvement Fund for property, goods or services shall be made only for such property, goods and services that may actually be sold or provided to the City during each year and only upon the actual transfer to the City of such property or goods or the performance of such services.

c. The City shall not be required to pay any obligation of the Traffic Improvement Fund from the City's general fund or by exercise of its tax powers. Nothing herein shall prevent the City from entering into agreements in excess of one year to effectuate work or projects required as a result of this agreement in order to acquire property or goods or procure services, so long as payment is contingent upon such transfer or performance.

d. At any time or from time-to-time, if City and HBIA agree that there is a need to proceed with or complete a Traffic Improvement Project or Projects contemplated by this agreement prior to the time when the Traffic Improvement Fund would contain funds adequate for such purposes and the Traffic Improvement Taxes or other

revenues of the fund are not sufficient to permit the sale of bonds to fund such project or projects, or if such bonds cannot be sold efficiently or economically, so long as there is no legal impediment, HBIA may, but shall not be required to:

(1) Prepay Traffic Improvement Taxes or otherwise loan sums to the Traffic Improvement Fund at commercially reasonable interest rates; or

(2) Use any and all lawful means to facilitate sale of bonds, or purchase bonds for its own account.

e. In the event that the Traffic Improvement Fund's final liability for the costs of Traffic Improvement Projects exceeds its revenues from all sources as described herein, then, and only then, shall HBIA be responsible for such excess costs.

EXECUTED at Alameda, California, on the date first above written.

Approved as to form:

  
City Attorney

CITY OF ALAMEDA, a municipal corporation of the State of California

By 

Its Mayor

SKB  
Authorized by Council

Resolution No.

ORDINANCE 2426

Adopted April 4, 1989

HARBOR BAY VILLAGE FOUR  
ASSOCIATES, a limited  
partnership

By DORIC DEVELOPMENT, INC.  
General Partner

By Paul Weiskamp  
Its Sen. Vice Pres.

By HOME CAPITAL CORPORATION,  
General Partner

By Jacqueline K. O'Neil  
Its Project Manager  
By Art Cunningham  
Its Regional Director

HARBOR BAY ISLE ASSOCIATES, a  
general partnership

By DORIC DEVELOPMENT, INC.,  
General Partner

By Paul K. Shell  
Its EXECUTIVE VICE PRES

HARBOR BAY VILLAGE FIVE  
ASSOCIATES, a limited  
partnership

By DORIC DEVELOPMENT, INC.,  
General Partner

By Paul Weiskamp  
Its Vice President

By HOME CAPITAL CORPORATION,  
General Partner

By Jacqueline K. O'Neil  
Its Project Manager  
By Art Cunningham  
Its Regional Director



## EXHIBIT A

### TRAFFIC IMPROVEMENT PROJECTS

Group 1 - 50% of city cost from traffic improvement fund:

1. Widening Doolittle Drive to four lanes between Harbor Bay Parkway and Island Drive;
2. Modification of the Doolittle Drive - Island Drive intersection;
3. Modification of the Otis Drive - Broadway intersection;
4. Modification of the Otis Drive - High Street intersection;
5. Modification of the Otis Drive - Fernside Blvd. intersection;
6. Modification of the High Street - Fernside Blvd. intersection;
7. Increased capacity of the Bay Farm Island Bridge; and
8. Increased capacity of the High Street Bridge.

Group 2 - 100% of city costs from traffic improvement fund:

1. Construction of the Cross-Airport Roadway between Harbor Bay Parkway and 98th Avenue;
2. Construction of a new intersection between Harbor Bay Parkway and the Cross-Airport Roadway and realignment of Harbor Bay Parkway;
3. Realignment of the Maitland Road - Harbor Bay Parkway intersection to lessen residential incursion resulting from construction of the Cross-Airport Roadway;
4. Signalization as determined to be needed by the City Engineer on Bay Farm Island; and
5. Transportation systems management programs for the HBI Business Park.



**SUMMARY OF HARBOR BAY BUSINESS PARK PROPERTY TAXES**  
1988-1989

| Acres | Tax Ref.    | Location                   | Assessed Value | Tax 1st    | Tax 2nd    | Tax Both   |
|-------|-------------|----------------------------|----------------|------------|------------|------------|
| 3.00  | 74-1339-019 | Plaza 1, Lot 1; 1151 HBPW  | 3,725,000      | 18,625.00  | 18,625.00  | 37,250.00  |
| 2.95  | 74-1339-024 | Plaza 1, Lot 2; 1141 HBPW  | 5,924,259      | 29,621.30  | 29,621.29  | 59,242.59  |
| 2.46  | 74-1339-023 | Plaza 1, Lot 3; 1131 HBPW  | 5,237,528      | 26,187.64  | 26,187.64  | 52,375.28  |
| 0.87  | 74-1339-022 | Plaza 1, Lot 4             | 37,619         | 188.10     | 188.09     | 376.19     |
| 1.10  | 74-1339-021 | Plaza 1, Lot 5             | 22,192         | 110.96     | 110.96     | 221.92     |
| 1.00  | 74-1339-020 | Plaza 1, Lot 6             | 21,640         | 108.20     | 108.20     | 216.40     |
| 13.87 | 74-1339-018 | Plaza 2, Bat Tower         | 357,949        | 1,789.75   | 1,789.74   | 3,579.49   |
| 4.77  | 74-1339-025 | Plaza 3, Lot 1; Rand       | 4,810,000      | 24,050.00  | 24,050.00  | 48,100.00  |
| 4.51  | 74-1339-026 | Plaza 3, Lot 2             | 106,987        | 534.94     | 534.93     | 1,069.87   |
| 5.45  | 74-1339-016 | Plaza 4, FHLB              | 15,647,300     | 78,236.50  | 78,236.50  | 156,473.00 |
| 5.50  | 74-1339-015 | Plaza 4, Surgical Dynamics | 137,956        | 689.78     | 689.78     | 1,379.56   |
| 1.00  | 74-1339-017 | Plaza 4, Lake              | 25,836         | 129.18     | 129.18     | 258.36     |
| 24.21 | 74-1339-027 | Plaza 5, Parkway Center    | 33,956,100     | 169,780.50 | 169,780.50 | 339,561.00 |
| 6.38  | 74-1339-004 | Plaza 6, Lot 1; 1310 HBPW  | 3,391,704      | 16,958.52  | 16,958.52  | 33,917.04  |
| 6.25  | 74-1339-005 | Plaza 6, Lot 2; 1320 HBPW  | 9,108,390      | 45,541.95  | 45,541.95  | 91,083.90  |
| 6.00  | 74-1339-006 | Plaza 6, Lot 3; 1430 HBPW  | 3,073,029      | 15,365.15  | 15,365.14  | 30,730.29  |
| 5.75  | 74-1339-007 | Plaza 6, Lot 4; 1420 HBPW  | 10,724,456     | 53,622.28  | 53,622.28  | 107,244.56 |
| 5.62  | 74-1339-008 | Plaza 6, Lot 5; 1410 HBPW  | 3,039,737      | 15,198.69  | 15,198.68  | 30,397.37  |
| 2.15  | 74-1337-004 | Plaza 7, Triton            | 5,404,172      | 27,020.86  | 27,020.86  | 54,041.72  |
| 4.12  | 74-1337-005 | Plaza 7, Lot 2             | 193,245        | 966.23     | 966.22     | 1,932.45   |
| 2.47  | 74-1339-011 | Plaza 8, Airport Center    | 1,308,615      | 6,543.08   | 6,543.07   | 13,086.15  |
| 2.47  | 74-1339-012 | Plaza 8, Airport Center    | 1,728,765      | 8,643.83   | 8,643.82   | 17,287.65  |
| 2.53  | 74-1339-013 | Plaza 8, Airport Center    | 1,070,676      | 5,353.38   | 5,353.38   | 10,706.76  |
| 2.53  | 74-1339-014 | Plaza 8, Airport Center    | 1,070,676      | 5,353.38   | 5,353.38   | 10,706.76  |
| 11.20 | 74-1339-028 | South Loop Road            | 263,024        | 1,315.12   | 1,315.12   | 2,630.24   |
| 5.00  | 74-1339-029 | South Loop Road            | 117,421        | 587.11     | 587.10     | 1,174.21   |
| 2.41  | 74-1339-030 | South Loop Road            | 56,597         | 282.99     | 282.98     | 565.97     |
| 3.00  | 74-1339-031 | South Loop Road            | 70,453         | 352.27     | 352.26     | 704.53     |

| Acres | Tax Ref.    | Location                   | Assessed Value | Tax 1st  | Tax 2nd  | Tax Both |
|-------|-------------|----------------------------|----------------|----------|----------|----------|
| 9.80  | 74-1339-032 | South Loop Road            | 230,146        | 1,150.73 | 1,150.73 | 2,301.46 |
| 41.58 | 74-1040-029 | Undeveloped-Ferry Terminal | 973,474        | 4,867.37 | 4,867.37 | 9,734.74 |
| 5.00  | 74-1337-006 | HBPW                       | 117,060        | 585.30   | 585.30   | 1,170.60 |
| 5.15  | 74-1337-007 | HBPW                       | 120,572        | 602.86   | 602.86   | 1,205.72 |
| 9.14  | 74-1337-008 | HBPW                       | 213,987        | 1,069.94 | 1,069.93 | 2,139.87 |
| 9.14  | 74-1337-009 | HBPW                       | 213,987        | 1,069.94 | 1,069.93 | 2,139.87 |
| 10.01 | 74-1337-010 | HBPW                       | 234,354        | 1,171.77 | 1,171.77 | 2,343.54 |
| 5.02  | 74-1337-011 | North Loop Road            | 117,529        | 587.65   | 587.64   | 1,175.29 |
| 7.99  | 74-1337-012 | North Loop Road            | 187,062        | 935.31   | 935.31   | 1,870.62 |
| 10.05 | 74-1337-013 | North Loop Road            | 235,291        | 1,176.46 | 1,176.45 | 2,352.91 |
| 4.85  | 74-1337-014 | North Loop Road            | 113,548        | 567.74   | 567.74   | 1,135.48 |
| 1.18  | 74-1337-015 | North Loop Road            | 27,626         | 138.13   | 138.13   | 272.26   |
| 2.56  | 74-1337-016 | North Loop Road            | 59,934         | 299.67   | 299.67   | 599.34   |
| 1.29  | 74-1337-017 | North Loop Road            | 30,202         | 151.01   | 151.01   | 302.02   |
| 1.27  | 74-1337-018 | North Loop Road            | 29,734         | 148.67   | 148.67   | 297.34   |
| 0.75  | 74-1337-019 | North Loop Road            | 17,510         | 87.55    | 87.55    | 175.10   |
| 0.88  | 74-1337-020 | North Loop Road            | 20,648         | 103.24   | 103.24   | 206.48   |
| 0.84  | 74-1337-021 | North Loop Road            | 19,685         | 98.43    | 98.42    | 196.85   |
| 0.80  | 74-1337-022 | North Loop Road            | 18,760         | 93.80    | 93.80    | 187.60   |
| 0.77  | 74-1337-023 | North Loop Road            | 18,001         | 90.01    | 90.00    | 180.01   |
| 0.81  | 74-1337-024 | North Loop Road            | 19,072         | 95.36    | 95.36    | 190.72   |
| 1.54  | 74-1337-025 | North Loop Road            | 36,054         | 180.27   | 180.27   | 360.54   |
| 1.63  | 74-1337-026 | North Loop Road            | 38,162         | 190.81   | 190.81   | 381.62   |
| 1.58  | 74-1337-027 | North Loop Road            | 36,991         | 184.96   | 184.95   | 369.91   |
| 1.67  | 74-1337-028 | North Loop Road            | 39,098         | 195.49   | 195.49   | 390.98   |
| 0.45  | 74-1337-029 | North Loop Road            | 10,555         | 52.78    | 52.77    | 105.55   |
| 0.99  | 74-1337-030 | North Loop Road            | 23,127         | 115.64   | 115.63   | 231.27   |
| 1.00  | 74-1337-031 | North Loop Road            | 23,412         | 117.06   | 117.06   | 234.12   |
| 1.43  | 74-1337-032 | North Loop Road            | 33,479         | 167.40   | 167.39   | 334.79   |
| 1.34  | 74-1337-034 | Restaurant Site            | 31,372         | 156.86   | 156.86   | 313.72   |
| 4.61  | 74-1337-035 | Bay Edge Park              | -              | -        | -        | -        |
| 5.82  | -           | Roads-North Loop           | -              | -        | -        | -        |
| 0.15  | -           | Roads-Catalina             | -              | -        | -        | -        |
| 0.67  | -           | Roads-HBPW Widening        | -              | -        | -        | -        |

290.33

113,921.758 569,608.90 569,608.90 1,139,217.58

City Share of Taxes (.33305816)

189,712.89 189,712.81 379,425.70

1040

Scale = 1:4000

PM 4043 138/40

PM 5274 175/4

1029

8K. 69

RECEIVED

Corrected: 3 2.5? esp

REV: 0-25-A31  
5-2-52 PM  
1-2-52 PM  
4-23-53 AT  
6-23-53 AT  
8-29-53 AT  
10-13-53 AT  
11-15-53 AT  
2-8-55 K  
1-14-55 K  
2-25-55  
3-23-55  
4-8-55  
4-14-55  
4-25-55

**NOTE:** Coordinates are based on California Coordinate System, Zone 3.

REF: Coordinate Map (HMC-0-Pg 30)  
 Primer Sur No 24773-4 (CASE 1 OR 5-2)  
 Part of Oak Oug 22-154 (CASE 2 OR 6-1)  
 Part of Way Rec. Map, IV ALA 226 (CASE 1 OR 151)  
 Dist. 3.0 Miles, IV ALA 226 - CO. 1.0 M. 348-44  
 FM (34-40P) 531,  
 PM 3775 153/4  
 PM 4237 143/07  
 PM 4238 144/09  
 PM 2864 137/00  
 PM 4407 152/3

1337

Scale:  $f' = 100'$

Code .. 1 Nos. 27-000

|          |        |
|----------|--------|
| PM. 4043 | 178146 |
| PM. 4238 | 145789 |
| PM. 4497 | 15213  |
| PM. 5274 | 17514  |

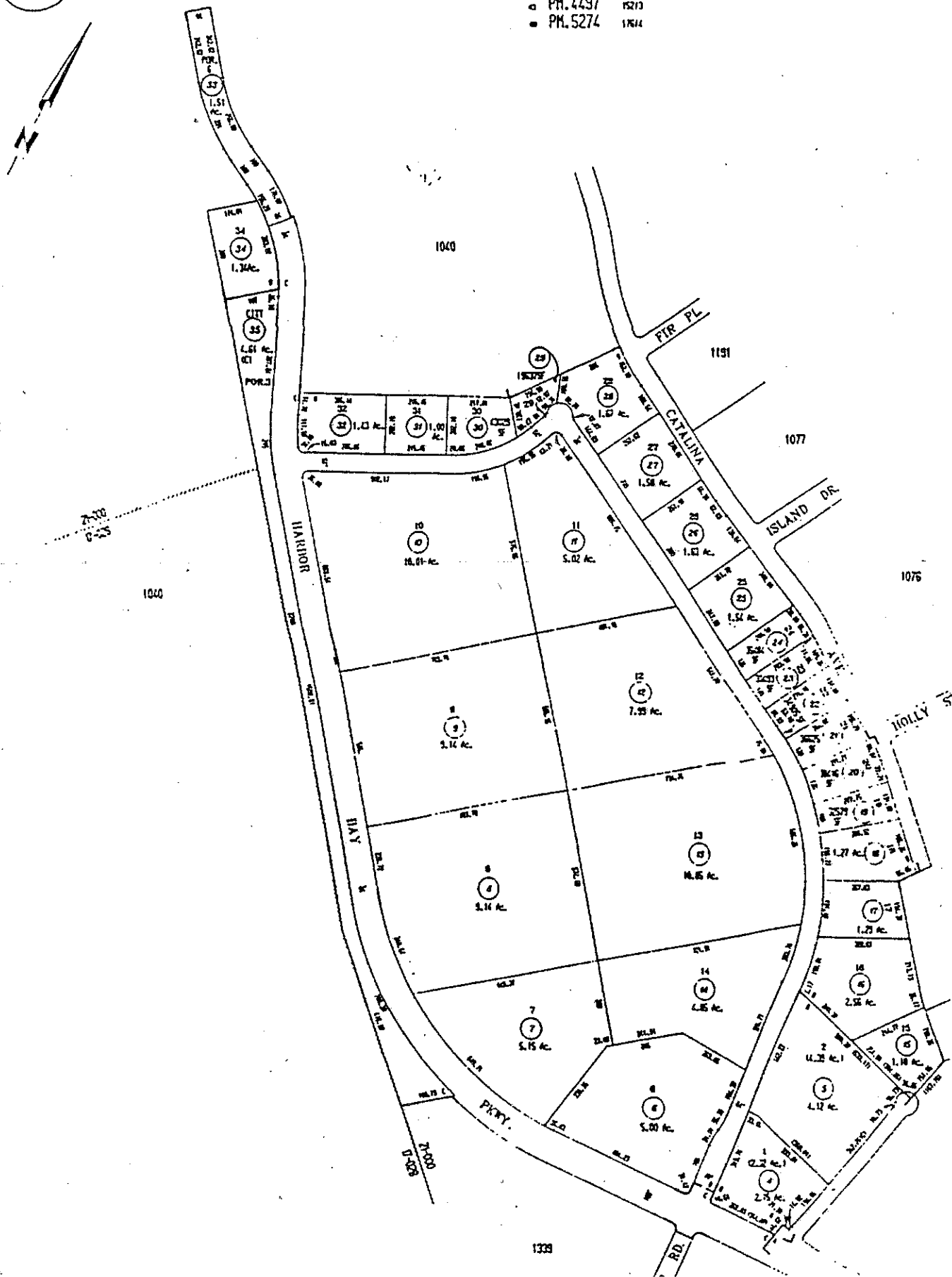
00-00-0000

**Noviembre:**

12-00000

**Dr. um:**

142



1939

Scale:  $1'' = 300'$

Code Area Nos 21-000

| UTAH CONSTRUCTION CO. BAY FARM ISLAND |       |          |        |
|---------------------------------------|-------|----------|--------|
| PM. 3940                              | 12776 | PM. 4112 | 14178  |
| PM. 3964                              | 12778 | PM. 4497 | 15203  |
| PM. 4013                              | 12815 | PM. 4507 | 15272  |
| PM. 4043                              | 12848 | PM. 4586 | 15271  |
| PM. 4124                              | 14178 | PM. 4890 | 158723 |

