

**Recording Requested by and  
When Recorded Return to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT**  
**(Development Agreement (Alameda Landing Mixed Use Commercial Project) –**  
**Waterfront)**

This Partial Assignment and Assumption Agreement (Development Agreement (Alameda Landing Mixed Use Commercial Project) – Waterfront) (the “Agreement”) is made (for reference purposes) as of \_\_\_\_\_, 2017, by and between CATELLUS ALAMEDA DEVELOPMENT, LLC, a Delaware limited liability company (“Assignor”), and FISC PROPERTIES LLC, a California 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. The City of Alameda, a municipal corporation existing under the law of the State of California and its Charter (the “City”), and Palmtree Acquisition Corporation, a Delaware corporation (“PAC”), predecessor in interest to Assignor, entered into that certain Development Agreement (Alameda Landing Mixed Use Commercial Project), dated as of January 16, 2007, and recorded in the Official Records of Alameda County, California (the “Official Records”) on July 24, 2007, as Series No. 2007275741, as amended by that certain First Amendment to Development Agreement (Alameda Landing Mixed Use Commercial Project), dated as of December 4, 2007 and recorded in the Official Records on December 20, 2007, as Series No. 2007427557, and as assigned by that certain Assignment and Assumption Agreement (Development Agreement (Alameda Landing Mixed Use Commercial Project)) 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. 2011168603, that certain Partial Assignment (Development Agreement (Alameda Landing Mixed Use Commercial Project) – Remaining Portion of Parcel 2) by and between Assignor and Target Corporation, a Minnesota corporation, effective as of July 18, 2012, and recorded in the Official Records on September 10, 2012, as Instrument No. 2012295655, and that certain Partial Assignment and Assumption Agreement (Development Agreement (Alameda Landing Mixed Use Commercial Project) – Remaining Portion of Parcel 2) by and between Assignor and Catellus Alameda Retail, LLC, a Delaware limited liability company effective as of December 12, 2013, and recorded in the Official Records on December 12, 2013, as Instrument No. 2013381982 (collectively, the “Commercial DA”).

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

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

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

E. Pursuant to the DDA, the Community Improvement Commission of the City of Alameda (the “CIC”) agreed to convey to Assignor, and Assignor agreed to acquire from the CIC, the Property, in phases, on the terms and conditions set forth in the DDA.

F. 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.

G. Assignor intends to cause Successor Agency to convey a portion of the Alameda Landing Commercial Property to Assignor, for inclusion in the Assigned Property. Assignor owns a separate portion of the Assigned Property comprised of a segment of the UP Right of Way. Together the two portions comprise the “Assigned Property” which is the real property more particularly described in Exhibit B attached to this Agreement.

H. In conjunction with the conveyance of the Assigned Property to Assignee, Assignor desires to assign to Assignee certain of Assignor’s rights, duties and obligations under the Commercial DA with respect to the Assigned Property only, and Assignee desires to accept and assume certain of Assignor’s rights, duties and obligations under the Commercial DA with respect to the Assigned Property (collectively and as described and defined more particularly in Section 4, below, the “Assigned Interests”), and Assignor shall retain all of its other rights, duties and obligations under the Commercial DA (collectively, the “Retained Interests”).

I. The Project Approvals include, among other things, the rights, duties and obligations under the “Maritime Commercial Sub-Area” heading of the MPA. The “MPA”: is the “Alameda Landing Master Plan Amendment (insert at end of ‘Sub-Area Development Programs’ at the end of Master Plan page 50)” as adopted by the City Council of City in its Ordinance No. \_\_\_\_ on \_\_\_\_, 2017, which Ordinance took effect on \_\_\_\_, 2017, which MPA is also deemed to be a Project Approval. “Adaptive Reuse” (and “Adaptively Reuse”) is the portion of the MPA under the heading “Maritime Commercial Sub-Area,” except the last paragraph of such portion. “New Construction” (and “Newly Construct”) means the discontinuance of Adaptive Reuse of the Assigned Property and redevelopment with new construction (other than replacement in kind or in the event of casualty), as more particularly provided in such last paragraph.

J. Assignor and Assignee acknowledge and agree that Assignee intends to use the Assigned Property for Adaptive Reuse, operation, leasing and New Construction in accordance with the Project Approvals (as defined in Section 1.5 of the Commercial DA) as they apply to the Assigned Property (the “Assigned Property 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 9.1 of the Commercial DA, the “Effective Date” shall be the date on which the deed from Assignor to Assignee for the Assigned Property is recorded in the Official Records.

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 Commercial DA with respect to the Assigned Interests relating to the period from and after the Effective Date, as more particularly provided in Section 4 below.

4. Assigned Interests.

(a) Except as provided in Sections 4(e) and 4(f) below, the “Assigned Interests” shall mean and include all of the rights of Assignor under the Commercial DA that (i) apply exclusively to the Assigned Property, or (ii) apply nonexclusively to the Assigned Property, but solely to the extent necessary to Adaptively Reuse, operate, lease and Newly Construct the Assigned Property in accordance with the Assigned Property Development Rights. However, Sections 6.2 (Amendments to or Cancellation of Development Agreement), and 6.3 (Operating Memoranda) of the Commercial DA, shall be subject to Section 7 of this Agreement.

(b) Except as provided in Sections 4(e) and 4(f) below, the Assigned Interests shall also mean and include all of the obligations of Assignor under the Commercial DA that apply to, occur on or arise from the Assigned Property or the Assigned Property Development Rights.

(c) Except as provided in Sections 4(e) and 4(f) below, the Assigned Interests shall also mean and include, with respect to the Assigned Property only, all of the rights and obligations of Assignor under the Master Plan Conditions, that are identified in the Master Plan Conditions as:

- (i) “ALC developer shall be responsible for the ALC site”; and
- (ii) “ALC developer shall be responsible for ALC site and the AL Backbone Infrastructure”, other than with respect to the Demolition and Backbone

Infrastructure Work for the Early Office Demolition and Backbone Infrastructure Phase (as defined in the DDA).

(d) Except as provided in Sections 4(e) and 4(f) 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:

(i) as obligations of the “ALC developer for ALC site” or “ALC site owners”;

(ii) as obligations of the “ALC developer for ALC site and AL Backbone Infrastructure”, “ALC developer for AL Backbone Infrastructure”, “ALC developer for ALC Backbone Infrastructure”, other than with respect to the Demolition and Backbone Infrastructure Work for the Early Office Demolition and Backbone Infrastructure Phase;

(iii) under HYD-4 (p.10) as “ALC . . . site owners, through contributions to the TDM program per applicable AL Development Agreement”;

(iv) under T/C-8b (p.26) as “ALC . . . site owners, through contributions to the TDM program per applicable AL Development Agreement”; and

(v) under AQ-2 (p.34) as “ALC . . . site owners, through contributions to the TDM program . . . , per applicable AL Development Agreement”.

(e) Exclusions from MMRP Obligations. The Assigned Interests shall not mean or include, and Assignee shall have no right, title, interest, or obligation under the MMRP that are identified in the MMRP:

(i) as Completed;

(ii) under HYD-4 (p.10) as “ALC Developer for establishment of BMPs” and “ALC developer to establish TDM Program per the applicable AL Development Agreement; TDM provider to implement measures”;

(iii) under HAZ-1c (p.14), as “ALC Developer to ALC site,” solely the obligation to prepare the SMP.

(iv) under T/C-8b (p.26) as “ALC Developer to establish TDM Program per the applicable AL Development Agreement; TDM provider to implement measures”;

(v) under T/C-11b and c (p.28) as “ALC developer”;

(vi) under T/C-20b, d, e and f (p.29) as “ALC developer”;

(vii) under T/C-21h(a) (p.31) as “ALC developer”;

(viii) under T/C-21j (p.31) as “ALC developer”;

(ix) under AQ-2 (p.34) as “ALC Developer to establish TDM Program per the applicable AL Development Agreement; TDM provider to implement measures”; and

(x) under UTL-5 (p.38) as “ALC developer”.

(f) Exclusions from Commercial DA Obligations. 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 Commercial DA:

(i) Section 1.5.8 (Joint Implementation Agreement);

(ii) Section 3.3.4 (Off-Premises Directional Signs);

(iii) Section 3.6.4(c) (pertaining to certain aspects of the MDGIP), solely with respect to the Demolition and Backbone Infrastructure Work for the Early Office Demolition and Backbone Infrastructure Phase;

(iv) Section 3.7 (Stargell Avenue);

(v) Section 3.12.1(a), (c), and (d) (pertaining to certain funding, reporting and success criteria related to the TDM Program);

(vi) Section 3.12.2 (Transportation Management Payments);

(vii) Section 4.1 (Peralta Community College District Coordination);

(viii) Section 4.2 (Conveyance of Backbone Infrastructure), solely with respect to the Demolition and Backbone Infrastructure Work for the Early Office Demolition and Backbone Infrastructure Phase;

(ix) Section 4.3.1(a) (Community Facilities District and Municipal Services District Formation) solely as it pertains to community facilities districts;

(x) Section 4.4 (Eminent Domain Powers);

(xi) Section 4.5 (Public Improvements/Backbone Infrastructure), solely with respect to the Demolition and Backbone Infrastructure Work for the Early Office Demolition and Backbone Infrastructure Phase;

(xii) Section 4.9 (Map); and

(xiii) Section 4.10 (Western Alameda Business Association (“WABA”)).

5. Assignor’s Release. From and after the Effective Date, in accordance with Section 9.2 of the Commercial DA, Assignor is automatically released by City from all

obligations and liabilities under the Commercial DA 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 Commercial DA by Assignee with respect to the Assigned Property or Assigned Interests shall not be considered an Event of Default by Assignor under the Commercial DA with respect to the Retained Property (as defined in Section 7(b) below) or Retained Interests (or any other assignee under the Commercial DA that owns a portion of the Alameda Landing Commercial Property with respect to the property that such assignee owns and the assigned interests related thereto). Subject to the execution by the City of the Consent to Partial Assignment and Assumption Agreement (Development Agreement (Alameda Landing Mixed Use Commercial Project) – Waterfront) (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 City will not impose any remedies under the Commercial DA against Assignor (or any other assignee under the Commercial DA that owns a portion of the Alameda Landing Commercial 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 Commercial DA with respect to the Retained Property or Retained Interests shall not be considered an Event of Default by Assignee under the Commercial DA with respect to the Assigned Property or Assigned Interests (or any other assignee under the Commercial DA that owns a portion of the Alameda Landing Commercial Property with respect to the property that such assignee owns and the assigned interests related thereto). Subject to the execution by the City of the Consent, in the event of such an Event of Default by Assignor with respect to the Retained Property or Retained Interests, the City will not impose any remedies under the Commercial DA against Assignee (or any other assignee under the Commercial DA that owns a portion of the Alameda Landing Commercial Property) arising from such Event of Default by Assignor.

7. Amendment of Commercial DA or Project Approvals; Operating Memoranda.

(a) Assignor may, in Assignor’s sole and absolute discretion, initiate, process and (if approved by the City) record any interpretation of, amendment to, or operating memorandum under the Commercial DA that does not materially affect Assignee’s Adaptive Reuse, operation, leasing and New Construction of the Assigned Property in accordance with the Assigned Development Rights, including the Assigned Interests. 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 Commercial DA that would affect: (i) Assignor’s Retained Interests or the “Retained Property,” which is that portion of the Property retained or acquired by Assignor after the conveyance of the Assigned Property to Assignee, including, without limitation, any portion of the Property Assignor has not acquired but has the right to acquire pursuant to the DDA, 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 Commercial DA or the assigned interests relating thereto, without the prior written consent of such assignee, which may be granted or withheld by such assignee under the same consent standards provided in such assignee's partial assignment and assumption of Commercial DA.

(c) This Section 7 terminates concurrently with the termination of the Commercial DA.

8. Annual Review of Development Agreement Compliance.

(a) Assignor Responsibilities. Assignor shall participate in the annual review of the Commercial DA conducted pursuant to California Government Code Section 65865.1 and Alameda Municipal Code Section 30-95.1 with respect to the Retained Property or the Retained Interests pursuant to the Commercial DA, and Assignee shall have no responsibility therefor.

(b) Assignee Responsibilities. Assignee shall participate in the annual review of the Commercial DA Agreement conducted pursuant to California Government Code Section 65865.1 and Alameda Municipal Code Section 30-95.1 with respect to the Assigned Property and the Assigned Interests, and Assignor shall have no responsibility therefor.

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 City.

(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 email, 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: FISC Properties LLC  
c/o Bay Ship & Yacht Co.  
Attn: Alan Cameron, General Manager  
2900 Main St. #2100  
Alameda, CA 94501  
Phone: (510) 337-9122  
Fax: 510-337-0154  
Email: acameron@bay-ship.com

If to Assignor: Catellus Alameda Development, LLC  
160 Newport Center Drive, Suite 120  
Newport Beach, CA 92660  
Attention: Tom Marshall  
Email: Tom\_Marshall@catellus.com

with copies to: Catellus Alameda Development, LLC  
66 Franklin Street, Suite 200  
Oakland, California 94607  
Attention: Bill Hosler  
Email: bhosler@catellus.com

and to: Cox, Castle & Nicholson LLP  
50 California Street, Suite 3200  
San Francisco, California 94111  
Attn: Margo N. Bradish, Esq.  
Email: mbradish@coxcastle.com

Notices personally delivered shall be deemed received upon delivery. Notices delivered by email shall be deemed received upon receipt of confirmation. 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 City pursuant to the terms of the Commercial DA, Assignee hereby designates as its notice address for notices sent by the City pursuant to Section 11.3 of the Commercial DA, 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 Commercial DA is unmodified and in full force and effect (or, if there have been modifications, that the Commercial DA is in full force and effect, and stating the date and nature of such modifications); (ii) that there are no current defaults under the Commercial DA by the City and the requesting party (or the responding party, if the requesting party is the City) (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 City.

(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 City is a third party beneficiary of the terms and conditions of this Agreement to the extent necessary for City to enforce the terms and conditions of the Commercial DA. 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 City.

(l) Time of the Essence. Time is of the essence for each provision of this Agreement for which time is an element.

(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:**

FISC PROPERTIES LLC, a California limited liability company

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.

\_\_\_\_\_  
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.

\_\_\_\_\_  
Signature of Notary Public

[illegible]

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## **EXHIBIT A**

### **Legal Description of Alameda Landing Commercial Property**

That certain real property described in Exhibit A to that certain Development Agreement (Alameda Landing Mixed Use Commercial Project), dated as of January 16, 2007, and recorded in the Official Records of Alameda County, California, on July 24, 2007, as Series No. 2007275741



ENGINEERS  
SURVEYORS  
PLANNERS

June 30, 2017  
BKF Job No.: 20065092-35

**EXHIBIT "B"**  
**DESCRIPTION FOR:**  
**PARCEL ONE (PRO FORMA)**

All that certain real property situate in the City of Alameda, County of Alameda, State of California, and described as follows:

**BEING** a portion of Parcel No. 1 described in the deed recorded December 13, 1944, in Book 4652 at Page 168, a portion of the parcel described in the deed recorded December 13, 1944, in Book 4652 at Page 172, a portion of Parcel No. 1 described in the deed recorded December 18, 1944, in Book 4663 at Page 35, and a portion of Parcel 1 described in the deed recorded August 9, 1945, in Book 4757 at Page 138, said parcels being also portions of FISC North as described in the Quitclaim Deed recorded June 2, 2003, as Document Number 2003316321, and a portion of the lands described in the Quitclaim Deed to Catellus Alameda Development, LLC, recorded December 12, 2013, as Document Number 2013096672, Alameda County Official Records, said portions being more particularly described as follows:

**BEGINNING** at the northwesterly corner of said FISC North;

**THENCE** easterly along the northerly line of said FISC North the following three (3) courses:

- 1) North 86°38'46" East 402.97 feet;
- 2) South 84°06'14" East 567.60 feet;
- 3) North 87°53'46" East 296.93 feet;

**THENCE** leaving the last said line South 747.47 feet to the southerly line of said land of Catellus (2013096672);

**THENCE** westerly along said southerly line the following three (3) courses:

- 1) North 89°46'04" West 958.16 feet;
- 2) along a curve to the left having a radius of 1136.01 feet through a central angle of 03°03'09", an arc distance of 60.52 feet;
- 3) South 87°10'47" West 238.39 feet to the westerly line of said lands of Catellus (2013096672);

June 30, 2017  
BKF Job No.: 20065092-35  
Parcel One (Pro Forma)

THENCE northerly along said westerly line and the westerly line of said FISC North (2003316321) North 00°30'14" West 780.54 feet to the **POINT OF BEGINNING**.

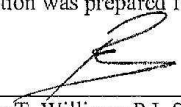
Containing an area of 22.122 acres, more or less

Bearings are based on the California Coordinate System of 1927, Zone III. All distances shown herein are ground distances; multiply ground distances by 0.9999295 to obtain grid distances.

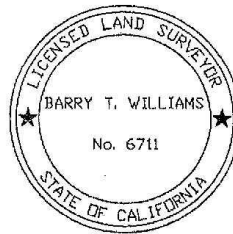
This property description has been prepared by me, or under my direction, in conformance with the requirements of the Land Surveyors' Act and shall not be utilized in any conveyance which violates the Subdivision Map Act of the State of California or local ordinances.

A plat showing the above described property is attached hereto and made a part hereof as Exhibit "B".

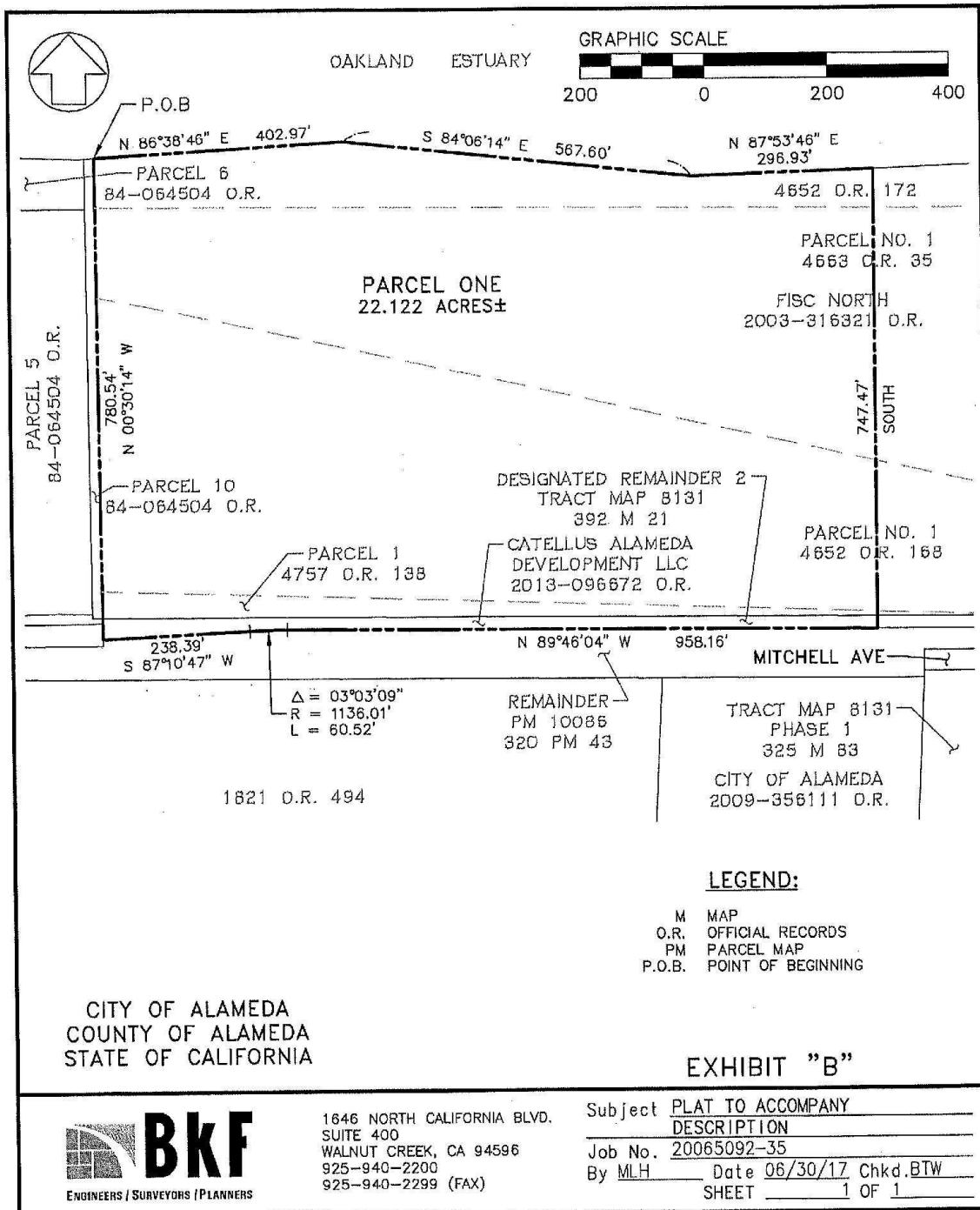
This description was prepared from record information for BKF Engineers.

By:   
Barry T. Williams P.L.S. No. 6711

Dated: 6-30-17



K:\MAIN\2006\20065092 Alameda Landing Entitlement\08 Survey\K Plats & Legal Descriptions\AL-LLA-PARCEL-ONE-PROFORMA-DESC.doc





AL-LLA-PARCEL-ONE-MCK.prn

Alameda Landing

Project: 20065092-35

Fri June 30 11:14:37 2017

Parcel Map Check

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Parcel name: PARCEL ONE PRO FORMA (PREVIOUSLY PARCEL 4)

Line	Course: N 86-38-46 E	Length: 402.97	North: 475470.2519	East : 1483819.2504
			North: 475493.8269	East : 1484221.5302
Line	Course: S 84-06-14 E	Length: 567.60	North: 475435.5202	East : 1484786.1274
Line	Course: N 87-53-46 E	Length: 296.93	North: 475446.4209	East : 1485082.8573
Line	Course: S 00-00-00 W	Length: 747.47	North: 474698.9509	East : 1485082.8573
Line	Course: N 89-46-04 W	Length: 958.16	North: 474702.8344	East : 1484124.7051
Curve	Length: 60.52	Radius: 1136.01	Delta: 3-03-09	Tangent: 30.27
	Chord: 60.52	Course: S 88-42-22 W	Course In: S 00-13-56 W	Course Out: N 02-49-13 W
		RP North: 473566.8337	End North: 474701.4678	East : 1484120.1009
Line	Course: S 87-10-47 W	Length: 238.39	North: 474689.7382	East : 1483826.1042
Line	Course: N 00-30-14 W	Length: 780.54	North: 475470.2480	East : 1483819.2398

Perimeter: 4052.57 Area: 963,633 sq. ft. 22.122 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)  
Error Closure: 0.0112 Course: S 69-29-39 W  
Error North: -0.00394 East : -0.01053  
Precision 1: 361,837.50

**CONSENT TO PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT**  
**(DEVELOPMENT AGREEMENT (ALAMEDA LANDING MIXED USE**  
**COMMERCIAL PROJECT) – WATERFRONT)**

Any terms not otherwise defined in this Consent to Partial Assignment and Assumption Agreement (Development Agreement (Alameda Landing Mixed Use Commercial Project) – Waterfront) (the “Consent”) shall have the meanings ascribed to them in the Agreement to which this Consent is attached. The City of Alameda, a municipal corporation existing under the law of the State of California and its Charter, hereby consents and agrees to the terms of the Partial Assignment and Assumption Agreement (Development Agreement (Alameda Landing Mixed Use Commercial Project) – Waterfront) by and between Catellus Alameda Development, LLC, a Delaware limited liability company, as Assignor, and FISC PROPERTIES LLC, a California limited liability company, as Assignee, to which this Consent is attached.

City of Alameda,  
a municipal corporation

By: \_\_\_\_\_  
Jill Keimach  
City Manager

Approved as to form:

By: \_\_\_\_\_  
Janet Kern  
City Attorney

Recommended for Approval:

By: \_\_\_\_\_  
Debbie Potter  
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 truth or accuracy 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.

Signature of Notary Public