REDEVELOPMENT COMMISSION MEMBERS

William Caldwell, Chair
Gene Andal, Member
Michael Camy, Member
Denise Laven, Member

Carl Brooking, Vice Chair
Linda Mascarenas-Colgan, Member
Mel Ratto, Member

REDEVELOPMENT COMMISSION AGENDA
Regular Meeting

DATE/TIME: Monday, April 7, 2008 – 5:00 p.m.

LOCATION: Council Chambers – City Hall
425 North El Dorado Street
Stockton, CA  95202

I. ROLL CALL

II. APPROVAL OF MINUTES
   - Minutes of the March 17, 2008, Meeting

III. COMMUNICATIONS

IV. REPORTS OF COMMITTEES

V. REPORTS OF STAFF
   - Update on Redevelopment Activities

VI. PUBLIC COMMENT
VII. CONTINUING BUSINESS

VIII. NEW BUSINESS

(a) Resolution Approving Certain Findings Under the California Community Redevelopment Law in Connection with a Graffiti Removal Program for the Six Redevelopment Project Areas and Appropriating Funding for the Enhanced Graffiti Removal Program

(b) Resolution Authorizing Acquisition of Property Located at 2110, 2222 and 2244 South Airport at Way from Ralph L. White

IX. COMMISSION QUESTIONS AND COMMENTS

X. ADJOURNMENT
MINUTES OF THE REGULAR MEETING
OF THE
STOCKTON REDEVELOPMENT COMMISSION

March 17, 2008

The Regular Meeting of the Members of the Stockton Redevelopment Commission was called to order by Chair William Caldwell at 5:04 p.m. in the Council Chambers, City Hall, 425 North El Dorado Street, Stockton, California, on Monday, March 17, 2008.

Upon roll call, the following were present or absent:

Present: Members Gene Andal, Linda Mascarenas-Colgan, Denise Laven, Mel Ratto, Michael Camy, Vice Chair Carl Brooking and Chair William Caldwell

Staff
Present: Steve Pinkerton, Secretary
Ren Nosky, City Attorney
Laurie Montes, Director, Housing Department
Bob Bressani, Deputy Director, Housing Department
Lorre Islas, Program Manager III, Housing Department
Paul Blumberg, Program Manager III, Redevelopment Department
Tristan Osborn, Assistant Planner, Redevelopment Department
Janet Bricker, Executive Assistant/Recorder

MINUTES: Motion to approve the minutes of the meeting held March 3, 2008. Motion to approve the minutes was made by Member Carl Brooking, and seconded by Member Linda Mascarenas-Colgan.

ROLL CALL:

Ayes: Members Denise Laven, Linda Mascarenas-Colgan, Michael Camy, Vice Chair Carl Brooking and Chair William Caldwell

Nays: None

Abstain: Members Gene Andal and Mel Ratto

COMMUNICATIONS: The Chair called for Communications and Secretary Steve Pinkerton stated there were none.

REPORTS OF COMMITTEES: The Chair called for Reports of Committees and Secretary Steve Pinkerton stated there were none.

REPORTS OF STAFF: The Chair called for Reports of Staff. Secretary Steve Pinkerton gave the following report:
Minutes - Redevelopment Commission Meeting  
March 17, 2008  
Page 2

- **Marina:** Interviews for the Marina and Dry Stack Storage are completed and approval for contractors will be going to Council. The Boat Launch should be done by Labor Day and the Dry Stacks should be completed more quickly.
- **Paragary’s:** There is now a white tablecloth restaurant in downtown Stockton with the opening of Paragary’s. Once they get dinner running smoothly, they will open for lunch.
- **Housing Strategy:** Staff is following up with property owners on the waterfront regarding the Holiday Inn Express, In-Shape City and other projects regarding building fees and with the Nexus Study approach.

**PUBLIC COMMENT:** The Chair called for Public Comments and there were none.

**CONTINUING BUSINESS:** The Chair called for Continuing Business and Secretary Steve Pinkerton stated there was none.

**NEW BUSINESS:** The Chair then called for New Business and the following Agenda Item(s) were presented for consideration:

**Agenda item VIII (a):** Resolution Approving the Relocation Plan for the Villa Monterey Apartments Rehabilitation Project and Authorizing the Executive Director to Take Whatever Actions are Appropriate to Carry Out the Intent of the Resolution.

Housing Director Laurie Montes stated that, as required by state and federal regulations, a Relocation Plan has been prepared for the Villa Monterey Apartments rehabilitation project. The Plan identifies both permanent and temporary relocation requirements and benefits for 19 households currently living in the apartment complex.

Motion to approve was made by Vice Chair Carl Brooking and seconded by Member Mel Ratto.

**ROLL CALL:**

- **Ayes:** Members Gene Andal, Denise Laven, Michael Camy, Linda Mascarenas-Colgan, Mel Ratto, Vice Chair Carl Brooking and Chair William Caldwell
- **Nays:** None

The Chair declared Resolution Number 200805 passed and adopted.

**Agenda item VIII (b):** Resolution (1) Approving a $1 million Strong Neighborhoods Initiative Bond Loan to Mercy Housing California to Fund Costs Associated with the Construction of the Gleason Park Apartments Located in the Gleason Park Neighborhood;
and (2) Approving the Termination of a Predevelopment Loan Agreement and the Cancellation of a Note Between the Redevelopment Agency and Mercy Housing California for Design and Engineering Costs at Prior Project Locations, and Authorizing the Executive Director to Take Whatever Actions are Appropriate to Carry Out the Intent of the Resolutions.

Housing Director Laurie Montes stated that Mercy Housing is requesting an additional $1 million to assist in the construction of a 93-unit apartment complex in the Gleason Park neighborhood. Recent construction bids based on more complete plans than previous bids were made from and the inclusion of more onsite and offsite infrastructure improvements in the area have increased the project costs.

Motion to approve was made by Vice Chair Carl Brooking and seconded by Member Linda Mascarenas-Colgan.

ROLL CALL:

Ayes: Members Gene Andal, Denise Laven, Michael Camy, Linda Mascarenas-Colgan, Mel Ratto, Vice Chair Carl Brooking and Chair William Caldwell

Nays: None

The Chair declared Resolution Number 200806 passed and adopted.

COMMISSION QUESTIONS AND COMMENTS: The Chair then called for Commission questions and comments and there were none.

ADJOURNMENT: There being no further business, the meeting adjourned at 5:32 p.m.

I, STEVEN J. PINKERTON, as the Secretary of the Stockton Redevelopment Commission, do hereby certify as follows:

(1) That I am the Secretary of the Stockton Redevelopment Commission; and

(2) That I certify that these Minutes were duly approved by the Members of the Stockton Redevelopment Commission as the Minutes of the Regular Meeting of March 17, 2008.

DATE: ________________________________

STEVEN J. PINKERTON, SECRETARY
STOCKTON REDEVELOPMENT COMMISSION
TO Chairperson and Members of the Stockton Redevelopment Commission

FROM: Steven J. Pinkerton, Secretary
Stockton Redevelopment Commission

SUBJECT: REDEVELOPMENT AGENCY FUNDING FOR GRAFFITI PROGRAM

RECOMMENDATION

It is recommended that the Redevelopment Commission recommend that the Redevelopment Agency adopt resolutions approving certain findings under the California Community Redevelopment Law in connection with a graffiti removal program for the six redevelopment project areas, and adopt a resolution appropriating funding for the enhanced graffiti removal program.

SUMMARY

Among the central objectives of the Redevelopment Plans for each project area and the California Community Redevelopment Law, Health and Safety Code Section 33300 et seq. (the "Redevelopment Law"), are to enhance the physical environment of the Project Areas, and to promote a high degree of architectural interest, quality of construction and community character in redevelopment of the Project Areas in order to attract owners/tenants best able to contribute to the total betterment of the Project Areas and community. In order to serve these objectives and to eliminate blighting influences in the Project Areas, the Redevelopment Agency of the City of Stockton (the "Agency") seeks to establish a program for the removal of graffiti from private and public property within the Project Areas.

DISCUSSION

Background

West End Project Area:
Graffiti is a growing problem across the nation and is getting worse within the six redevelopment project areas. West End, commonly known as the Downtown area, has always been a target for graffiti. Businesses along El Dorado Street, Fremont St., California St. and Miner St, properties close to the railroad, and properties south of Highway 4 are the most frequently targeted.

Midtown Project Area:
Graffiti is rampant in the Midtown Project Area. Properties in the Mormon Slough area are overwhelmed by graffiti, as are properties along the major arterials, such as Wilson Way, Airport Way, West Lane, Fremont St., and Harding Way, not to mention Interstate 5 and Highway 4.
REDEVELOPMENT AGENCY FUNDING FOR GRAFFITI PROGRAM

South Stockton Project Area:
Graffiti in the South Stockton Project Area is rampant. Graffiti is present in nearly every neighborhood. It is pervasive along the major arterials, including Interstate 5, Center St., El Dorado St., and Airport Way. Properties along Charter Way and Mormon Slough are daily targets. Graffiti is on nearly any kind of structure, whether it is a pole, a utility box, or a building.

North Stockton Project Area:
Graffiti in the North Stockton Project Area is also pervasive. The most obvious examples are along the major corridors, including March Lane, Lower Sacramento Road, West Lane, Pacific Avenue, Hammer Lane, and Interstate 5.

Port Industrial Project Area and Rough and Ready Island Project area:
Graffiti exists in the Port Industrial Project Area and the Rough and Ready Island Project Area, but not to the extent of the other project areas. However, due to the rapid growth in these areas, abatement is still necessary on an ongoing basis.

Present Situation

The City of Stockton recently consolidated the graffiti abatement efforts of four departments into one program. One graffiti abatement program can better eradicate and control graffiti vandalism than the separate programs previously responsible for graffiti abatement. In order to adequately fight graffiti, the new program will incur additional costs. There is a one-time expense of $250,000 (Exhibit A) that will go toward the purchase of new trucks and graffiti trailers, paint equipment, overtime, and marketing of the graffiti hotline. There are additional annual expenses primarily due to the hiring of additional staff (Exhibit B). Much of this will be done with existing funds, but additional funds are needed from the benefiting redevelopment project areas.

At present, there is not specific enough data available to determine exactly what percentage of abatement has been or will be performed within the redevelopment project areas. The six redevelopment project areas represent approximately 40% of the city, and graffiti staff believes at least 40% of abatement will take place in redevelopment project areas. Graffiti staff will begin to document and track the amount of graffiti abatement that takes place within each redevelopment project area.

By making findings that graffiti is a major problem contributing to blight in the six redevelopment project areas, the Redevelopment Agency can assist in combating graffiti and contributing to the betterment of the project areas and the community. The Redevelopment Commission reviewed and approved these findings and funding allocation at their April 7, 2008 meeting.
REDEVELOPMENT AGENCY FUNDING FOR GRAFFITI PROGRAM

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Findings

Pursuant to Health and Safety Code Section 33420.2, the Redevelopment Agency must make findings that because of the magnitude and severity of the graffiti within the Redevelopment Project Areas, the program of graffiti removal is necessary to effectuate the purposes of the Plan, and that the program will assist with the elimination of blight in the Merged Project Area, as defined in Health and Safety Code Section 33031, specifically, a high crime rate and depreciated property values and impaired investments. These findings are as follows:

1. Due to the magnitude and severity of the graffiti within the North Stockton Redevelopment Project Area, enacting a graffiti removal program is necessary to effectuate the purposes of the Amended and Restated Redevelopment Plan for the North Stockton Redevelopment Project Area and this action will assist in the elimination of blight.

2. Due to the magnitude and severity of the graffiti within the Midtown Merged Redevelopment Project Area, enacting a graffiti removal program is necessary to effectuate the purposes of the Amended and Restated Redevelopment Plan for the Midtown Merged Redevelopment Project Area and this action will assist in the elimination of blight.

3. Due to the magnitude and severity of the graffiti within the South Stockton Merged Redevelopment Project Area, enacting a graffiti removal program is necessary to effectuate the purposes of the Amended and Restated Redevelopment Plan for the South Stockton Merged Redevelopment Project Area and this action will assist in the elimination of blight.

4. Due to the magnitude and severity of the graffiti within the West End Urban Renewal Project No. 1 Redevelopment Project Area, enacting a graffiti removal program is necessary to effectuate the purposes of the Amended and Restated Redevelopment Plan for the West End Urban and Renewal Project No. 1 Redevelopment Project Area and this action will assist in the elimination of blight.

5. Due to the magnitude and severity of the graffiti within the Port Industrial Redevelopment Project Area, enacting a graffiti removal program is necessary to effectuate the purposes of the Redevelopment Plan for the Port Industrial Redevelopment Project Area and this action will assist in the elimination of blight.

6. Due to the magnitude and severity of the graffiti within the Rough and Ready Island Redevelopment Project Area, enacting a graffiti removal program is necessary to effectuate the purposes of the Redevelopment Plan for the Rough and Ready Island Redevelopment Project Area and this action will assist in the elimination of blight.
FINANCIAL SUMMARY

As there is not sufficient data at this time to pinpoint the amount of funds expended within each Redevelopment Project area, a specific cost allocation account will be set up in the 399 fund. Through this type of account number, program costs are expended, reconciled on a monthly basis, and then funds are allocated appropriately. This method of tracking costs will enable the Redevelopment Funds to be allocated based on the project area in which they are expended. The total allocation for this program from Redevelopment funds is expected to be a one time capital purchase of $100,000 (Exhibit A) and an annual allocation not to exceed $341,800 (Exhibit C). Sufficient funds for the one-time capital purchase are available in the following Project Area accounts and amounts:

- Midtown Projects: 337-7373-640, $25,000
- South Stockton Projects: 338-7375-640, $25,000
- North Stockton Projects: 340-7370-610, $25,000
- West End Administration: 334-7318-640, $10,000
- Port Industrial Administration: 336-7313-610, $10,000
- Rough & Ready Administration: 341-7310-610, $5,000

Any subsequent costs will be allocated back to the specific Redevelopment Project Area in which they were spent as noted above and funded through the Agency’s annual budget process.

Respectfully submitted,

STEVEN J. PINKERTON, SECRETARY
STOCKTON REDEVELOPMENT COMMISSION

SJP:GF:jb

Attachments
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EXHIBIT A

Enhanced Graffiti Abatement - One-time Start-up Costs:

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Three additional trucks</td>
<td>$180,000</td>
</tr>
<tr>
<td>Additional equipment (radios, computers, desks)</td>
<td>$15,000</td>
</tr>
<tr>
<td>Extended hours/Overtime</td>
<td>$50,000</td>
</tr>
<tr>
<td>Initial marketing</td>
<td>$5,000</td>
</tr>
<tr>
<td>Total Start-up Costs</td>
<td>$250,000</td>
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**EXHIBIT B**

**Neighborhood Services Graffiti Abatement – FY 08/09 Budget:**

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<thead>
<tr>
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<th>Current</th>
<th>Proposed</th>
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</thead>
<tbody>
<tr>
<td>Personnel</td>
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<td>$660,800</td>
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<tr>
<td>Operating Costs</td>
<td>$147,000</td>
<td>$275,000</td>
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<tr>
<td>Marketing</td>
<td>--</td>
<td>$20,000</td>
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<tr>
<td><strong>FY 08/09</strong></td>
<td><strong>$389,000</strong></td>
<td><strong>$955,800</strong></td>
</tr>
</tbody>
</table>
EXHIBIT C

Enhanced Graffiti Abatement – FY 08/09 Funding Sources:

Existing Neighborhood Services budget $389,000
Redevelopment areas $341,800
Parks and Recreation (Landscape Maint. Dist.) $175,000
Public Works $25,000
Municipal Utilities $25,000

FY 08/09 Funding $955,800
Resolution No. 200807

STOCKTON REDEVELOPMENT COMMISSION

RESOLUTION APPROVING CERTAIN FINDINGS UNDER THE CALIFORNIA COMMUNITY REDEVELOPMENT LAW IN CONNECTION WITH A GRAFFITI REMOVAL PROGRAM FOR THE SIX REDEVELOPMENT PROJECT AREAS AND APPROPRIATING FUNDING FOR THE ENHANCED GRAFFITI REMOVAL PROGRAM

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Members of the Stockton Redevelopment Commission as follows:

That the Resolutions Approving Certain Findings Under the California Community Redevelopment Law in Connection with a Graffiti Removal Program for the Six Redevelopment Project Areas and Appropriating Funding for the Enhanced Graffiti Removal Program, are hereby recommended to the Stockton Redevelopment Agency for adoption.

April 7, 2008
TO: Chairperson and Members of the Stockton Redevelopment Commission

FROM: Steven J. Pinkerton, Secretary
       Stockton Redevelopment Commission

SUBJECT: AUTHORIZE ACQUISITION OF REAL PROPERTY LOCATED AT
         2110, 2222 AND 2244 SOUTH AIRPORT WAY FROM RALPH L. WHITE

RECOMMENDATION

It is recommended that the Redevelopment Commission recommend that the
Redevelopment Agency adopt a resolution authorizing acquisition of property located at
2110, 2222 and 2244 South Airport Way from Ralph L. White in the amount of $2,750,000.

SUMMARY

The South Stockton Redevelopment Plan was adopted in 2002. In 2003, the City created
the Airport Corridor Action Team to assist in planning and to advise on methods of
achieving plan objectives. One of the Team’s recommendations has been the Agency’s
acquisition of available properties which represent targets of opportunity for potential future
development. The owner of the property located at 2110, 2222 and 2244 South Airport
Way, Ralph L. White, has offered to sell a portion of this property to the Redevelopment
Agency for the amount of $2,750,000 on a voluntary basis and to donate the remainder.

DISCUSSION

Background

In July 2002, City Council adopted the South Stockton Redevelopment Plan. The Plan is
intended to enable the Agency to implement a redevelopment program to improve housing
conditions, revitalize commercial uses, and expand employment and homeownership
opportunities within the 3,762-acre South Stockton Redevelopment Project Area. The
proposed Project Area generally includes most of the City south of State Route 4. In
August 2003, the City created the Airport Corridor Action Team to assist in planning for
neighborhood revitalization and the creation of economic stability in the vicinity of the
Airport Way corridor. This team is comprised of City and County staff, non-profit agencies,
community groups, residents, property owners and business owners from the area. One of
the Team’s recommendations has been the Agency’s acquisition of available properties
which represent targets of opportunity for potential development uses which might be
identified in the future.
AUTHORIZE ACQUISITION OF REAL PROPERTY LOCATED AT 2110, 2222 AND 2244 SOUTH AIRPORT WAY FROM RALPH WHITE

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Present Situation

The property located at 2110, 2222 and 2244 South Airport Way (Assessor’s Parcel Numbers 169-162-01, 169-163-01 and 169-151-01) consists of three commercially zoned parcels totaling approximately 2.85 acres. These parcels are on the east side of Airport Way between Seventh and Ninth Streets and are improved with three buildings totaling approximately 30,700 square feet. One building is a former grocery store that has been vacant for several years; the second consists of a multi-tenant strip retail structure; and the third is a commercial building divided into four separate suites. Ralph L. White, the owner of the subject property, desires to sell a portion of the property (Assessor’s Parcel Numbers 169-163-01 and 169-151-01) to the Redevelopment Agency for the amount of $2,750,000 and to donate the remainder (Assessor’s Parcel Number 169-162-01).

The fact that this is considered a voluntary acquisition offers certain advantages to the Redevelopment Agency. The subject Purchase and Sale Agreement is an all-inclusive agreement and addresses issues such as the seller’s relocation assistance, owner participation rights under the Redevelopment Plan and potential loss of business goodwill. Since portions of this property have also been occupied by tenants, the agreement provides that the Agency will purchase the property subject to any existing leases or rights of occupancy. If legal tenants do in fact exist, the Agency would be required to relocate them at such future time as the property is needed for a project. Because of the uncertainty of the need for or the cost of such potential relocations, the proposed agreement provides that $250,000 of the seller’s proceeds will be held in escrow for up to eighteen months to pay for costs related to any required relocations. The agreement also provides that, other than for environment/hazardous materials issues for which the Seller will remain responsible, the property is being purchased in “as-is” condition. This primarily concerns the building improvements but, since the buildings would most likely be removed for any future project, their condition is not a major concern.

Acquisition of the property at this time is seen as a target of opportunity in conformance with the Airport Corridor Action Team’s concept of purchasing certain available properties which may lend themselves to future uses and will assist in meeting the objectives of the South Stockton Redevelopment Plan.

ENVIRONMENTAL CLEARANCE

This project is covered under the environmental review completed for the Amended and Restated South Stockton Redevelopment Plan (FEIR 2-02/IS5-02/SCH 2001112106). The program Environmental Impact Review was certified by City Council on July 2, 2002.

In addition, as required by Section 65402 of the Government Code, it is determined that this project is determined to be in conformity with the General Plan in conjunction with the adoption of the Amended and Restated South Stockton Redevelopment Plan.
FINANCIAL SUMMARY

The purchase price for acquisition of the subject property is $2,750,000. In addition, up to $20,000 may be needed for miscellaneous closing costs for a total cost of up to $2,770,000. The cost of this acquisition will be paid from Account No. 342-7378-640 Strong Neighborhood Initiative CIP-Redevelopment Agency South Stockton.

Respectfully submitted,

STEVEN J. PINKERTON, SECRETARY
STOCKTON REDEVELOPMENT COMMISSION

SJP:RLP:jb

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ALL INCLUSIVE PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS
2110, 2222 AND 2244 S. AIRPORT WAY, STOCKTON, CA
(ASSESSOR'S PARCEL NUMBERS 169-162-01, 169-163-01 & 169-151-01)

THIS ALL INCLUSIVE PURCHASE AND SALE AGREEMENT AND
ESCROW INSTRUCTIONS ("Agreement") is dated and entered into as of
___, 2008 by and between the REDVELOPMENT AGENCY OF THE
CITY OF STOCKTON, a public body, corporate and politic, hereinafter the "Buyer," and
RALPH L. WHITE, hereinafter the "Seller," and constitutes both an agreement to
purchase and sell real property between the parties and the parties' escrow instructions
directed to Old Republic Title Company ("Escrow Holder").

RECITALS

A. Seller owns fee title to the real property located at 2110, 2222 and
2244 S. Airport Way, Stockton, CA (Assessor's Parcel Numbers 169-162-01, 169-163-01
& 169-151-01) (hereinafter the "Property").

B. Seller desires to sell a portion of the Property (APN's 169-163-01
and 169-151-01) and donate the balance of the Property (APN 169-162-01) together with
all appurtenances, thereunto, on a voluntary, all-inclusive basis. Seller shall sell and donate
the Property in "As-is" condition except as expressly set forth in this Agreement.

C. Buyer desires to purchase a portion of the Property and accept the
balance of the donated Property for public purposes. Except as expressly set forth in this
Agreement, Buyer shall purchase and accept the Property and the donated Property in its
"As-is" condition except as expressly set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing premises, operative
provisions and the Recitals which are incorporated herein by this reference, the parties
hereto agree as follows:

1. **Purchase and Sale.** On the Close of Escrow (as herein defined),
Seller agrees to sell the Property to Buyer, and Buyer agrees to buy the Property from
Seller, on the terms and conditions hereinafter set forth.

2. **Purchase Price.** The total purchase price for the Property to be paid
by Buyer is the sum of TWO MILLION SEVEN HUNDRED FIFTY THOUSAND
DOLLARS ($2,750,000.00) (the "Purchase Price"), which sum shall be deposited in
escrow and dispersed pursuant to the terms of the Agreement. No attempt has been made
to assign value to any lesser interest in the Property, including any leasehold estate. The
purchase price, therefore, is the total price for the Property without distinction or separation
for various interests that may be held in the Property. Seller shall be responsible for any
apportionment or allocation of the purchase price if required for separately held interests
that may exist and for claims, fees, costs and expenses regarding all persons or businesses
occupying the Property as provided in Paragraph 10, below.
3. **Title and Title Insurance.** Upon the Opening of Escrow, Escrow Holder shall obtain and issue a title commitment for the Property. Escrow Holder shall also request two copies each of all instruments identified as exceptions on said title commitment. Upon receipt of the foregoing, Escrow Holder shall deliver these instruments and the title commitment to Buyer and Seller. Buyer’s fee title to the Property shall be insured at the Close of Escrow by a CLTA Owner’s Standard Coverage Policy of Title Insurance in the amount of the Purchase Price (the “Policy”). The Policy of title insurance provided for pursuant to this Paragraph shall insure Buyer’s fee interest in the Property free and clear of all liens, encumbrances, restrictions, and rights-of-way of record, subject only to the following permitted conditions of title (“Permitted Title Exceptions”):

   (a) The applicable zoning, building and development regulations of any municipality, county, state or federal jurisdiction affecting the Property; and

   (b) Except as otherwise provided herein, current property taxes, including general and special taxes and assessments collected therewith, which shall be allocated pursuant to applicable sections of the Revenue and Taxation Code;

   (c) The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California;

   (d) Those non-monetary exceptions approved by Buyer within fifteen (15) business days after the date Buyer receives the title commitment and legible copies of all instruments noted as exceptions therein. If Buyer unconditionally disapproves any such exceptions, Escrow shall thereupon terminate, all funds deposited therein shall be refunded to Buyer (less Buyer’s share of escrow cancellation charges), and this Agreement shall be of no further force or effect. If Buyer conditionally disapproves any such exceptions, then Seller shall use Seller’s best efforts to cause such exceptions to be removed by the Close of Escrow. If such conditionally disapproved non-monetary exceptions are not removed by the Close of Escrow, Buyer may, at Buyer’s option, either accept the Property subject to such encumbrances, or terminate the Escrow and receive a refund of all funds deposited into Escrow (less Buyer’s share of escrow cancellation charges), if any, and this Agreement shall thereupon be of no further force or effect. At the Close of Escrow, Buyer’s fee title to the Property shall be free and clear of all monetary encumbrances.

4. **Deed.** Seller covenants and agrees to deposit with Escrow Holder prior to the Close of Escrow a Grant Deed duly executed and acknowledged by Seller, granting and conveying to Buyer fee title to the Property. The Grant Deed shall be in a form provided by Buyer and shall be accepted by Buyer prior to recording.

5. **Authorization to Record Documents and Disburse Funds.** Escrow Holder is hereby authorized to record the documents and disburse the funds and documents called for hereunder upon the Close of Escrow, provided each of the following conditions has then been fulfilled:

   (a) Escrow Holder can issue in favor of Buyer the Policy, showing the Property vested in Buyer subject only to the Permitted Title Exceptions. Escrow Holder shall use the proceeds of the Purchase Price to obtain full reconveyance, if necessary, of any monetary liens encumbering the Property, so that the Property shall be free and clear of monetary liens and encumbrances at the Close of Escrow.
(b) Escrow Holder shall have received Buyer's notice of approval or satisfaction or waiver of all of the contingencies to Buyer's obligations hereunder, as provided for in Paragraph 11; and

(c) Seller shall have deposited in Escrow the Deed required by Paragraph 4.

Unless otherwise instructed in writing, Escrow Holder is authorized to record at the Close of Escrow any instrument delivered through this Escrow if necessary or proper for issuance of the Policy, including the Deed.

6. **Escrow.** The parties hereby establish an escrow ("Escrow") to accommodate the transaction contemplated by this Agreement. For purposes of this Agreement, Opening of Escrow shall mean the date on which Escrow Holder shall have received a fully executed original of this Agreement from Buyer and Seller. Close of Escrow shall be the date upon which the Deed to Buyer is delivered and recorded in the Official Records of the County of San Joaquin. The Close of Escrow shall be on the date which is not later than the first business day occurring sixty (60) days after the date of this Agreement. Before the Close of Escrow, all risk of loss and damage to the Property from any source whatsoever shall be solely that of Seller. Seller agrees to deliver possession of the Property and to provide Buyer with all keys at the Close of Escrow. Seller agrees that, except for any portion of the property occupied by a lawful tenant disclosed to Buyer as provided in Paragraph 10, below, at the Close of Escrow the Property will be vacant and that all personal property will be removed and the Property will be in a broom clean condition free from garbage or debris.

7. **Escrow Charges and Prorations.** Buyer and Seller shall share equally the cost of the CLTA Owner's Standard Coverage Policy of Title Insurance, the Escrow fees and Escrow Holder’s customary out-of-pocket expenses for messenger services, long distance telephone, etc. Buyer shall pay any fees or costs relating to recording of the Deed with the County of San Joaquin Recorder's Office. Seller shall pay any documentary or other local transfer taxes, and any other recording fees. Taxes, assessments, penalties, interest charges, delinquency charges, and municipal service charges of every kind levied upon or assessed against the Property, except as otherwise expressly set forth herein, shall be paid by Seller to the date of recording. If the Escrow fails to close through no fault of either party, Buyer and Seller shall equally pay all Escrow cancellation charges.

8. **License to Enter.** Seller hereby grants to Buyer and Buyer's authorized agents, contractors, consultants, assigns, attorneys, accountants and other representatives an irrevocable license to enter upon the Property for the purpose of making inspections and other examinations of the Property, including, but not limited to, the right to perform soil and geological tests of the Property and an environmental site assessment thereof. Buyer shall give Seller reasonable notice before going on the Property. Buyer does hereby indemnify and forever save Seller, Seller's heirs, successors and assigns, and the Property, free and harmless from and against any and all liability, loss, damages and costs and expenses, demands, causes of action, claims or judgments, whether or not arising from or occurring out of any damage to the Property as a result of any accident or other occurrence at the Property which is in any way connected with Buyer's inspections or non-permanent improvements involving entrance onto the Property pursuant to this Paragraph. If Buyer fails to acquire the Property due to Buyer's default, this license shall terminate upon the termination of Buyer's right to purchase the Property. In such event, Buyer shall
9. **Warranties and Representations of Seller.** To the best of Seller's knowledge, Seller hereby represents and warrants to Buyer the following, it being expressly understood and agreed that all such representations and warranties are to be true and correct as of the Close of Escrow and shall survive the Close of Escrow:

(a) That (i) the Property is in compliance with all applicable statutes and regulations, including environmental, health and safety requirements; (ii) all businesses on the Property, if any, have disposed of their waste in accordance with all applicable statutes, ordinances, and regulations; and (iii) Seller has no notice of any pending or threatened action or proceeding arising out of the condition of the Property or alleged violation of environmental, health or safety statutes, ordinance or regulations. To this end, it is agreed that notwithstanding the conveyance of the Property to Buyer, Seller shall indemnify, protect, defend and hold harmless Buyer from and against any and all claims, liabilities, suits, losses, costs, expenses and damages relating to the cost of cleaning up the Property and removing hazardous or toxic substances, materials and waste therefrom, by reason of contamination or adverse effects on the environment, or by reason of any statutes, ordinances, orders, rules or regulations of any governmental entity or agency requiring the clean-up of the Property, caused by or resulting from any hazardous material, substance or waste existing on, under or about the Property on the Close of Escrow. Seller hereby represents and warrants that, to the best of Seller's knowledge, during the period of Seller's ownership of the Property, there has been no known existence, disposals, storage, releases or threatened releases of hazardous substances or hazardous materials on, from or under the Property. Seller further represents and warrants that Seller has no knowledge of any existence, storage, disposal, release, or threatened release of hazardous substances or hazardous materials, on, from, or under the Property that may have occurred prior to Seller taking title to the Property.

The acquisition price of the Property being acquired in this transaction reflects the negotiated price for the Property without the presence of contamination. If the Property being acquired is found to be contaminated by the presence of hazardous substances or materials which require mitigation under federal or state law, Buyer may elect to recover its cleanup costs from those who caused or contributed to the contamination. If Buyer should discover any hydrocarbonous substances or any hazardous substances or materials (as determined under federal, state or local law then in effect), asbestos or asbestos-bearing materials or other environmental condition subject to legal requirements for investigation, corrective or remedial action on, in or under the Property, Buyer shall immediately notify Seller in writing of the same, and if such discovery is made after the close of escrow, Buyer shall cause the condition to be corrected or remedied in accordance with applicable law.

Seller hereby agrees to defend, indemnify and hold Buyer harmless from any and all past, present, and future claims, liabilities, obligations, or causes of action from any person or source arising out of or connected with Seller's disposal, storage, or release, and/or Seller's knowledge of present or past existence, disposal, storage, or release of hazardous substances or hazardous materials, in, on, or under the Property which is the subject of this Agreement including any costs of corrective or
remedial work occasioned by the discovery of hazardous substances or hazardous materials after the close of escrow.

Hazardous substances or materials are defined as any substance (i) the presence of which requires investigation or remediation under any federal, state or local law, rule, regulation or policy; or (ii) which is defined as "hazardous waste," "hazardous substance," "hazardous material" or "toxic substance or material" under any federal, state or local law, rule, regulation or policy, including any environmental laws. The representations and promises made in this paragraph are intended to, and shall survive the execution, delivery and recordation of the deed referenced in Paragraph 4.

(b) That Seller is the sole owner of the Property free and clear of all liens, claims, encumbrances, easements, encroachments from adjacent properties, encroachments by improvements or vegetation on the Property onto adjacent property, or rights of way of any nature, other than those that may appear on the title commitment. Seller shall not further encumber the Property or allow the Property to be further encumbered prior to the Close of Escrow.

(c) Neither this Agreement nor anything provided to be done hereunder including the transfer of the Property to Buyer, violates or shall violate any contract, agreement or instrument to which Seller is a party, or which affects the Property, and the sale of the Property herein contemplated does not require the consent of any party not a signatory hereto.

(d) There are no mechanics’, materialmen’s or similar claims or liens presently claimed or which will be claimed against the Property for work performed or commenced prior to the date of this Agreement. Seller agrees to hold Buyer harmless from all costs, expenses, liabilities, losses, charges, fees, including attorney fees, arising from or relating to any such lien or any similar lien claimed against the Property and arising from work performed or commenced prior to the Close of Escrow.

(e) There are no written or oral leases or contractual right or option to rent, lease, purchase, or otherwise enjoy possession, rights or interest of any nature in and to the Property or any part thereof, and no persons have any right of possession to the Property or any part thereof. Prior to the Close of Escrow Seller shall not enter into any new written or oral agreements to rent or allow any portion of the Property to be occupied for any reason. Seller understands and agrees that allowing new tenants to occupy the Property may cause Buyer to incur relocation expenses. Seller agrees to reimburse Buyer for all relocation expenses incurred by Buyer for any occupants at the Property on or after the Close of Escrow.

(f) Seller has no knowledge of any pending, threatened or potential litigation, action or proceeding against Seller or any other Party before any court or administrative tribunal that is in any way related to the Property.

(g) Seller agrees to indemnify, defend, and hold Buyer harmless for breach of the warranties set forth above in subsections (a) through (f) of this Paragraph 9.
10. **Full Payment of All Obligations of City.**

(a) It is understood and agreed between Seller and Buyer that the payments made to Seller as set forth in this Agreement represent an all inclusive settlement and is full and complete payment of compensation for the acquisition of all property interests pertaining to the Property and includes and satisfies any and all other payments, if any, that may be required by law to be paid to Seller and/or Seller's tenants arising out of the acquisition of the Property and displacement of Seller, of Seller's business, and all other persons or businesses occupying the Property, and specifically includes, but is not limited to, claims for severance and other damages, attorney's fees, interest, expenses of litigation, expert's fees, precondemnation damages, inverse condemnation, owner participation rights under any Redevelopment Plan, relocation assistance and/or benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.), if applicable, or under Title 1, Division 7, Chapter 1 of the Government Code of the State of California (Section 7260, et seq.), and loss of business goodwill under the Eminent Domain Law, Code of Civil Procedure Section 1263.510, and all costs and expenses whatever in connection therewith. Seller hereby acknowledges that Buyer has advised Seller of the possible availability of such relocation assistance rights to Seller and/or Seller's tenants and that the waiver of all rights by Seller herein set forth is free and voluntary.

(b) Buyer shall purchase the Property subject to existing leases and/or rental agreements. Seller shall provide Buyer in escrow with a current list of lawful tenants occupying the Property and copies of all rental agreements or leases currently in effect together with Tenant Estoppels substantially in the form of Exhibit "A" attached hereto and incorporated by this reference. Seller agrees to assign any such leases or rental agreements to Buyer. Buyer shall provide relocation assistance and/or benefits to said lawful tenants under Title 1, Division 7, Chapter 1 of the Government Code of the State of California (Section 7260, et seq.), and Buyer shall provide for said tenants loss of business goodwill under the Eminent Domain Law, Code of Civil Procedure Section 1263.510. Buyer and Seller agree that it would be difficult to estimate the amount required for such assistance, benefits and/or losses; therefore, Buyer and Seller agree to withhold in escrow a portion of the purchase price in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00) (hereinafter “the Relocation Funds”) to be deducted from Seller's proceeds at the Close of Escrow. The Relocation Funds shall be held in an interest bearing account by the Escrow Holder for a period of up to eighteen (18) months from the Close of Escrow. Buyer shall be reimbursed from the Relocation Funds for all costs incurred by Buyer as may be required for such tenant relocation assistance and benefits and/or tenant's loss of goodwill claims, including but not limited to costs of assistance, benefits and/or claims paid to or on behalf of any tenant displaced from the Property, costs of relocation consultants, if any, costs of legal services in connection with payment of benefits, claims or appeals. Buyer and Seller agree that Escrow Holder shall release funds to Buyer upon Buyer's submission of claims to Escrow Holder. Any amount remaining after Buyer has notified Escrow that Buyer has received full reimbursement shall be paid to Seller. Any of the Relocation Funds remaining at the end of the eighteen (18) month period shall be released to Seller upon both Seller and Buyer providing written instructions to the Escrow Holder agreeing to the release.

(c) This Agreement is a voluntary agreement and Seller, on behalf of itself and its heirs, successors and assigns, hereby fully releases Buyer, its officials,
counsel, employees, and agents, from all claims and causes of action by reason of any
damage which has been sustained, or may be sustained, as a result of Buyer's efforts to
acquire the Property or any preliminary steps thereto. Seller further releases and agrees to
hold Buyer harmless from any and all claims and causes of action by reason of any leasehold
interest in the Property.

(d) Seller acknowledges that it may have sustained damage, loss, 
costs or expenses which are presently unknown and unsuspected, and such damage, loss, 
costs or expenses which may have been sustained, may give rise to additional damages, loss, 
costs or expenses in the future. Nevertheless, Seller hereby acknowledges that this 
Agreement has been negotiated and agreed upon in light of that situation, and hereby 
expressly waives any and all rights which Seller may have under California Civil Code 
Section 1542, or under any statute or common law or equitable principle of similar effect.
California Civil Code Section 1542 provides as follows:

"A general release does not extend to claims which the 
Creditor does not know or suspect to exist in his favor at the 
time of executing the release, which if known by him must 
have materially affected his settlement with the debtor."

Seller’s Initials [Sign] Buyer’s Initials

(e) This Paragraph shall survive the Close of Escrow.

11. **"AS IS"**. Buyer is capable of ascertaining and analyzing all facts 
material to its decision to purchase the Property. Buyer acknowledges that the Escrow 
period will give Buyer the opportunity to conduct such investigations and evaluations as 
Buyer deems necessary. Buyer agrees and acknowledges that, except as expressly set forth 
in this Agreement including without limitation Paragraph No. 9, above, neither Seller, nor 
anyone on Seller’s behalf has made any representation or warranty respecting the Property, 
or otherwise, in connection with the transaction contemplated herein. Without limiting the 
generality of the foregoing, Buyer hereby acknowledges that, above it will be purchasing 
the Property in an “AS-IS” condition, and further that:

(1) Buyer has made or will make Buyer’s own independent 
investigation respecting the Property and all other aspects of this transaction, and is relying 
entirely thereon and on the advice of Buyer’s consultants in entering into this Agreement.

(2) Buyer has reviewed or will review all instruments, records, 
and documents which Buyer deems appropriate or advisable to review in connection with 
this transaction, and Buyer has determined or will determine prior to the Close of Escrow 
that the information and data contained therein or evidenced thereby is satisfactory to 
Buyer.

(3) Buyer acknowledges and agrees that Seller has made no 
representations or warranties regarding any future use or development on any other 
property, including property uses, the amount of traffic or traffic patterns, parking, parcel
sizes or configurations, property boundaries, locations of improvements, parking and common areas, or any future plan of development.

EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", AND THAT BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, ANY PROSPECTUS DISTRIBUTED WITH RESPECT TO THE PROPERTY) MADE OR FURNISHED BY SELLER, THE MANAGERS OF THE PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT. BUYER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS-IS", PURSUANT TO THE TERMS OF THIS AGREEMENT.

12. **Buyer's Contingencies.** For the benefit of Buyer, the Closing of Escrow and the Buyer's obligation to consummate the purchase of the Property shall be contingent upon and subject to the occurrence of all of the following (or Buyer's written waiver thereof), it being agreed that Buyer can waive any or all such contingencies on or before the Close of Escrow:

(a) That as of the Close of Escrow the representations and warranties of Seller contained in this Agreement are all true and correct.

(b) The delivery of all documents pursuant to Paragraph 4 hereof.

(c) Escrow Holder's commitment to issue in favor of Buyer of a CLTA Standard Coverage Owner's Policy of Title Insurance with liability equal to the Purchase Price showing Buyer's fee interest in the Property subject only to the Permitted Title Exceptions.

(d) Buyer's approval prior to the Close of Escrow of any environmental site assessment, soils or geological reports, or other physical inspections of the Property or the underlying real property that Buyer might perform prior to the Close of Escrow.

13. **Certification of Non-Foreign Status.** Seller covenants to deliver to Escrow a certification of Non-Foreign Status in accordance with I.R.C. Section 1445, and a similar notice pursuant to California Revenue and Taxation Code Sections 18805 and 26131, prior to the Close of Escrow.

14. **Default.** In the event of a breach or default under this Agreement by either Buyer or Seller, the non-defaulting party shall have, in addition to all rights available
at law or equity, the right to terminate this Agreement and the Escrow for the purchase and sale of the Property, by delivering written notice thereof to the defaulting party and to Escrow Holder, and if Buyer is the non-defaulting party, Buyer shall thereupon promptly receive a refund of all prior deposits, if any. Such termination of the Escrow by a non-defaulting party shall be without prejudice to the non-defaulting party's rights and remedies at law or equity.

15. **Notices.** All notices and demands shall be given in writing by certified mail, postage prepaid, and return receipt requested, or by personal delivery. Notices shall be considered given upon the earlier of (a) personal delivery, (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, or (c) one (1) business day following deposit with an overnight carrier service. A copy of all notices shall be sent to Escrow Holder. Notices shall be addressed as provided below for the respective party; provided that if any party gives notice in writing of a change of name or address, notices to such party shall thereafter be given as demanded in that notice:

**BUYER:** Redevelopment Agency of the City of Stockton
425 N. El Dorado Street
Stockton, CA 95202
Attn: Executive Director

**SELLER:** Ralph L. White
2201 E. Eighth Street
Stockton, CA 95206

**ESCROW HOLDER:** Old Republic Title Company
3461 Brookside Road, Suite A
Stockton, California 95219
Attn: Nancy Furtado

16. **Broker's Commissions.** Seller shall be responsible at Seller's sole expense for any real estate brokerage fees, commissions, and claims of brokers, agents or finders, licensed or unlicensed, and all claims of real estate or other consultants which exist or may arise as a result of acquisition of the Property. Buyer shall not be liable for any real estate brokerage fees, commissions or claims in this transaction and Seller shall indemnify Buyer its officers, employees and agents, from any and all costs, liabilities or judgments, including attorneys' fees, incurred in defending or paying any such claims.

17. **Further Instructions.** Each party agrees to execute such other and further escrow instructions as may be necessary or proper in order to consummate the transaction contemplated by this Agreement.

18. **Amendments.** Any amendments to this Agreement shall be effective only when duly executed by Buyer and Seller and deposited with Escrow Holder.
19. **Miscellaneous**

(a) **Applicable Law.** This Agreement shall be construed and interpreted under, and governed and enforced according to the laws of the State of California.

(b) **Entire Agreement.** This Agreement supersedes any prior agreement, oral or written, and together with the Exhibits hereto and any agreements delivered pursuant hereto, contains the entire agreement between Buyer and Seller on the subject matter herof. No subsequent agreement, representation or promise made by either party hereto, or by or to any employee, officer, agent or representative of either party, shall be of any effect unless it is in writing and executed by the party to be bound thereby. No person is authorized to make, and by execution hereof Seller and Buyer acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein; and no agreement, statement, representation or promise made by any such person which is not contained herein shall be valid or binding on Seller or Buyer.

(c) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

(d) **Time of Essence.** The parties acknowledge that time is of the essence in this Agreement, notwithstanding anything to the contrary in the Escrow company's general Escrow instructions.

(e) **Remedies Not Exclusive and Waivers.** No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

(f) **Interpretation and Construction.** The parties agree that each party has reviewed this Agreement and that each have had the opportunity to have their counsel and real estate advisors review and revise this agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or Exhibits thereto. In this Agreement the neuter gender includes the feminine and masculine, and singular number includes the plural, and the words “person” and “party” include corporation, partnership, firm, trust, or association wherever the context so requires. The recitals and captions of the sections and subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

20. **Attorneys' Fees.** If either party hereto incurs attorneys’ fees in order to enforce, defend or interpret any of the terms, provisions or conditions of this Agreement or because of a breach of this Agreement by the other party, the prevailing party, whether by suit, negotiation, arbitration or settlement shall be entitled to recover reasonable attorneys’ fees from the other party.
21. **Assignment.** Buyer may assign its rights under this Agreement or may designate a nominee to acquire title to the Property, provided, however, that any such assignment or designation shall not relieve Buyer of any of its obligations under this Agreement.

22. **Escrow Holder Need Not Be Concerned.** Escrow Holder is not to be concerned with Paragraphs 8, 9, and 10 hereof, and Buyer and Seller release Escrow Holder from liability or obligation as to Paragraphs 8, 9, and 10 hereof.

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

**SELLER**

![Signature]

RALPH L. WHITE

**BUYER**

REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body, corporate and politic

By:

![Signature]

J. GORDON PALMER, JR.
Executive Director of the Redevelopment Agency of the City of Stockton

APPROVED AS TO FORM OFFICE OF THE CITY ATTORNEY

By:________________________

-11-
TENANT ESTOPPEL CERTIFICATE

DATE: __________________________ at __________________________, California

FACTS: (Items left blank or unchecked are not applicable)

☐ Lease
☐ Month-to-month rental agreement
☐ Other: __________________________ at __________________________, California

Dated: __________________________, California

Entered into by: __________________________

Landlord: __________________________

Tenant: __________________________

Recorded as document No. __________________________ County Records, California

Regarding real estate premises referred to as: __________________________

STATEMENT:

Tenant certifies as follows:

1. The lease or rental agreement is:
   ☐ Unmodified and in effect.
   ☐ Modified and in effect under a modification agreement dated __________________________

2. Tenant is in possession of the premises, and has not assigned or sublet any portion of the premises.

3. If the agreement is a lease, the current term is for ______ years, ending __________________________
   3.1 Lease renewal/extension option term(s) run until __________________________

4. The amount of monthly rent is $_____________________
   4.1 No incentives, bonuses, free rent, discounts or refunds on the rental amount were given Tenant, except:

   __________________________

   4.2 Rent is paid through the period ending __________________________
   4.3 Tenant has not prepaid future rent, except the amount of $_____________________
   4.4 No Tenant liens, claims, offsets or charges exist against Landlord, except:

   __________________________

5. A security deposit of $_____________________

   is held by Landlord to cover any expenses or losses caused by Tenant's breach of the agreement.

6. Any improvements required to have been made by Landlord or Tenant have been satisfactorily completed.

7. No breach of the agreement by Landlord or Tenant presently exists.

8. Tenant holds no contract, option or right to buy any interest in the real estate.
   8.1 Tenant holds no right to lease additional or substitute space in the real estate.

9. Tenant has caused no lien or encumbrance to attach to the leasehold interest in the property.

10. Tenant understands this certificate will be relied on by a buyer of the property or a lender secured by the real estate.

TENANT:

I certify the above is true and correct.

Date: __________________________

Name: __________________________

Phone: ( ) Fax: ( )

Signature: __________________________
Resolution No. 200808

STOCKTON REDEVELOPMENT COMMISSION

RESOLUTION AUTHORIZING ACQUISITION OF PROPERTY LOCATED AT 2110, 2222 AND 2244 SOUTH AIRPORT WAY FROM RALPH L. WHITE

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Members of the Stockton Redevelopment Commission as follows:

That the Resolution Authorizing Acquisition of Property Located at 2110, 2222 and 2244 South Airport Way from Ralph L. White, is hereby recommended to the Stockton Redevelopment Agency for adoption.

April 7, 2008
MEMORANDUM OF OPTION

This Memorandum of Option ("Memorandum"), dated for reference purposes as December 18, 2008, is executed in connection with that certain All Inclusive Purchase and Sale Agreement and Escrow Instructions ("Agreement") dated December 9, 2008, by RALPH L. WHITE ("Optionor"), and the REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body, corporate and politic ("Optionee").

For good and valuable consideration, Optionor hereby grants to Optionee an option ("Option") to purchase the Property described in the Agreement and as described in Schedule 1, attached hereto, at a price and pursuant to the terms and conditions specifically set forth in the Agreement. The Option shall remain in full force and effect until terminated in accordance with the terms and conditions set forth in the Agreement.

This Memorandum is solely for providing constructive notice of the Option Agreement and shall not be construed to supplement, amend, or otherwise modify the terms and conditions contained in the Option Agreement.

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

OPTIONOR:

By: [Signature]
RALPH L. WHITE

Date:

OPTIONEE:

By: [Signature]
J. GORDON PALMER, JR.
Executive Director of the Redevelopment Agency of the City of Stockton

Date: 12/16/08

APPROVED AS TO FORM AND CONTENT

By: [Signature]

STATE OF CALIFORNIA  )
COUNTY OF SAN JOAQUIN ) SS

On Dec. 19, 2008, before me, Karen A. Costa, a Notary Public, personally appeared J. Grodin Palmer, Jr., 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.

[Notary Seal]

Karen A. Costa  
Notary's Signature

Commission # 1772876  
Notary Public - California  
San Joaquin County  
My Comm. Expires Nov 10, 2011
EXHIBIT A

The land referred to is situated in the County of San Joaquin, City of Stockton, State of California, and is described as follows:

Lot A, Tract No. 117, Parkview Terrace, according to the Official Map or Plat thereof, filed for record June 20, 1946, in Volume 11 of Maps and Plats, Page 108, San Joaquin County Records.

APN: 169-163-01
Resolution No. R08-044

REDEVELOPMENT AGENCY

RESOLUTION AUTHORIZING ACQUISITION OF REAL PROPERTY LOCATED AT 2222 AND 2244 SOUTH AIRPORT WAY FROM RALPH L. WHITE; AUTHORIZING PURCHASE OF AN OPTION FOR ACQUISITION OF 2110 SOUTH AIRPORT WAY FROM RALPH L. WHITE; AUTHORIZING EXECUTION OF THE AGREEMENT AND RELATED DOCUMENTS; AND AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ACTIONS NECESSARY TO CARRY OUT THE PURPOSE AND INTENT OF THIS RESOLUTION

WHEREAS, the Amended South Stockton Redevelopment Plan was adopted on July 2, 2002, and, among other things, the Plan is intended to enable the Agency to implement a redevelopment program to improve housing conditions, revitalize commercial uses, and expand employment and homeownership opportunities within the 3,752-acre South Stockton Redevelopment Project Area; and

WHEREAS, in August 2003, the City created the Airport Corridor Action Team to assist in planning for neighborhood revitalization and the creation of economic stability in the vicinity of the Airport Way corridor and one of the Team's recommendations has been the Agency's acquisition of available properties which represent targets of opportunity for potential development uses which might be identified in the future; and

WHEREAS, the property located at 2110, 2222 and 2244 South Airport Way (Assessor's Parcel Numbers 169-162-01, 169-163-01 and 169-151-01) consists of three commercially zoned parcels totaling approximately 2.85 acres on the east side of Airport Way between Seventh and Ninth Streets; and

WHEREAS, acquisition of the subject property is considered in conformance with the Airport Corridor Action Team's concept of purchasing certain available properties which may lend themselves to future uses and will assist in meeting the objectives of the South Stockton Redevelopment Plan; and

WHEREAS, the property owner, Ralph L. White, has offered to sell a portion of the property to the Redevelopment Agency for the amount of $1,900,000; to donate another portion; and to sell an option for $100,000 that will grant the Redevelopment Agency the right to purchase the remainder portion in the future for $750,000 and has executed an all-inclusive purchase and sale agreement providing for the conveyance of the subject property to the Redevelopment Agency on a voluntary basis; now, therefore,

BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, AS FOLLOWS:

1. That the Redevelopment Agency of the City of Stockton hereby authorizes acquisition in fee title via Grant Deed the property located at 2222 South Airport Way (Assessor's Parcel Numbers 169-163-01); authorizes the acceptance of the donation via Grant Deed of the property located at 2244 South Airport Way (Assessor's Parcel Number 169-151-01); and authorizes the purchase of an option to purchase the property located at 2110 South
Airport Way (Assessor's Parcel Numbers 169-162-01) all as more particularly described in the Purchase and Sale Agreement and Escrow Instructions (the "Agreement"), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference.

2. That the Redevelopment Agency hereby approves the total purchase price of said real property to be acquired at this time for the sum of $1,500,000 plus up to $20,000 for miscellaneous closing costs, and approves the total price of $100,000 for purchase of an option to purchase, which provides for the right to purchase the remainder property for the sum of $750,000 at some future date, pursuant to the terms of the Agreement.

3. That the transfer of real property for valuable consideration of this acquisition is hereby authorized and approved as stated in the Agreement.

4. That the specific terms and conditions of this acquisition are as expressly provided in the attached Agreement and incorporated herein by this reference.

5. The environmental clearance and General Plan conformity for this project are covered by the environmental review for the Amended South Stockton Redevelopment Plan (FEIR 2-02/155-02/SCH 2001112106). The program Environmental Impact Report was certified by City Council on July 2, 2002.

6. In accordance with Section 65402 of the Government Code, this activity/project has been determined to conform to the City's General Plan designation.

7. That the Executive Director is hereby authorized and directed to disburse the necessary funds in accordance with the provisions of the Agreement upon receipt of the proper and appropriate documents approved by the City Attorney.

8. That the Agreement with Ralph L. White is hereby approved.

9. That the Executive Director is hereby authorized and directed to execute the Agreement and any documents necessary to carry out the purposes hereof.

10. The Executive Director is hereby authorized and directed to take whatever actions are appropriate to carry out the purpose and intent of this resolution.

PASSED, APPROVED and ADOPTED: DEC - 9 2008

EDWARD J. CHAVEZ, Chairperson
Redevelopment Agency of the City of Stockton

KATHERINE KONG MEISSNER, Secretary
Redevelopment Agency of the City of Stockton
EXHIBIT "B"
MEMORANDUM OF OPTION

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Stockton Redevelopment Agency
City Hall, Third Floor
425 N. El Dorado Street
Stockton, California 95202

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF OPTION

This Memorandum of Option ("Memorandum"), dated for reference purposes as December 18, 2008 is executed in connection with that certain All Inclusive Purchase and Sale Agreement and Escrow Instructions ("Agreement") dated December 9, 2008, by RALPH L. WHITE ("Optionor"), and the REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body, corporate and politic, ("Optionee").

For good and valuable consideration, Optionor hereby grants to Optionee an option ("Option") to purchase the Property described in the Agreement and as described in Schedule 1, attached hereto, at a price and pursuant to the terms and conditions specifically set forth in the Agreement. The Option shall remain in full force and effect until terminated in accordance with the terms and conditions set forth in the Agreement.

This Memorandum is solely for providing constructive notice of the Option Agreement and shall not be construed to supplement, amend, or otherwise modify the terms and conditions contained in the Option Agreement.

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

OPTIONOR:

By: ____________________________
    RALPH L. WHITE

Date: ____________________________

OPTIONEE:

By: ____________________________
    J. GORDON PALMER, JR.
    Executive Director of the Redevelopment Agency of the City of Stockton

Date: 12/16/08

APPROVED AS TO FORM AND CONTENT
By: ____________________________
STATE OF CALIFORNIA

) SS

COUNTY OF SAN JOAQUIN

On Dec. 19, 2006, before me, Karen A. Costa, a Notary Public, personally appeared J. Gordon Palmer, Jr., 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.

[Notary Seal]

Karen A. Costa
Notary's Signature

Commission # 1775976
Notary Public - California
San Joaquin County
My Comm. Expires Nov 10, 2011
ORDER NO.: 1211016382-DC

EXHIBIT A

The land referred to is situated in the County of San Joaquin, City of Stockton, State of California, and is described as follows:

Lot A, Tract No. 117, Parkview Terrace, according to the Official Map or Plat thereof, filed for record June 20, 1946, in Volume 11 of Maps and Plats, Page 108, San Joaquin County Records.

APN: 169-163-01
Resolution No. **R08-044**

REDEVELOPMENT AGENCY

RESOLUTION AUTHORIZING ACQUISITION OF REAL PROPERTY LOCATED AT 2222 AND 2244 SOUTH AIRPORT WAY FROM RALPH L. WHITE; AUTHORIZING PURCHASE OF AN OPTION FOR ACQUISITION OF 2110 SOUTH AIRPORT WAY FROM RALPH L. WHITE; AUTHORIZING EXECUTION OF THE AGREEMENT AND RELATED DOCUMENTS; AND AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ACTIONS NECESSARY TO CARRY OUT THE PURPOSE AND INTENT OF THIS RESOLUTION

WHEREAS, the Amended South Stockton Redevelopment Plan was adopted on July 2, 2002, and, among other things, the Plan is intended to enable the Agency to implement a redevelopment program to improve housing conditions, revitalize commercial uses, and expand employment and homeownership opportunities within the 3,762-acre South Stockton Redevelopment Project Area; and

WHEREAS, in August 2003, the City created the Airport Corridor Action Team to assist in planning for neighborhood revitalization and the creation of economic stability in the vicinity of the Airport Way corridor and one of the Team's recommendations has been the Agency's acquisition of available properties which represent targets of opportunity for potential development uses which might be identified in the future; and

WHEREAS, the property located at 2110, 2222 and 2244 South Airport Way (Assessor's Parcel Numbers 169-162-01, 169-183-01 and 169-151-01) consists of three commercially zoned parcels totaling approximately 2.85 acres on the east side of Airport Way between Seventh and Ninth Streets; and

WHEREAS, acquisition of the subject property is considered in conformance with the Airport Corridor Action Team's concept of purchasing certain available properties which may lend themselves to future uses and will assist in meeting the objectives of the South Stockton Redevelopment Plan; and

WHEREAS, the property owner, Ralph L. White, has offered to sell a portion of the property to the Redevelopment Agency for the amount of $1,900,000; to donate another portion; and to sell an option for $100,000 that will grant the Redevelopment Agency the right to purchase the remainder portion in the future for $750,000 and has executed an all-inclusive purchase and sale agreement providing for the conveyance of the subject property to the Redevelopment Agency on a voluntary basis; now, therefore,

BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, AS FOLLOWS:

1. That the Redevelopment Agency of the City of Stockton hereby authorizes acquisition in fee title via Grant Deed the property located at 2222 South Airport Way (Assessor's Parcel Numbers 169-163-01); authorizes the acceptance of the donation via Grant Deed of the property located at 2244 South Airport Way (Assessor's Parcel Number 169-151-01); and authorizes the purchase of an option to purchase the property located at 2110 South

City Atty
Review
Date October 1, 2003
Airport Way (Assessor's Parcel Numbers 169-162-01) all as more particularly described in the Purchase and Sale Agreement and Escrow Instructions (the "Agreement"), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference.

2. That the Redevelopment Agency hereby approves the total purchase price of said real property to be acquired at this time for the sum of $1,500,000 plus up to $20,000 for miscellaneous closing costs, and approves the total price of $100,000 for purchase of an option to purchase, which provides for the right to purchase the remainder property for the sum of $750,000 at some future date, pursuant to the terms of the Agreement.

3. That the transfer of real property for valuable consideration of this acquisition is hereby authorized and approved as stated in the Agreement.

4. That the specific terms and conditions of this acquisition are as expressly provided in the attached Agreement and incorporated herein by this reference.

5. The environmental clearance and General Plan conformity for this project are covered by the environmental review for the Amended South Stockton Redevelopment Plan (FEIR 2-02/SSC-02/SCH 2001112106). The program Environmental Impact Report was certified by City Council on July 2, 2002.

6. In accordance with Section 65402 of the Government Code, this activity/project has been determined to conform to the City's General Plan designation.

7. That the Executive Director is hereby authorized and directed to disburse the necessary funds in accordance with the provisions of the Agreement upon receipt of the proper and appropriate documents approved by the City Attorney.

8. That the Agreement with Ralph L. White is hereby approved.

9. That the Executive Director is hereby authorized and directed to execute the Agreement and any documents necessary to carry out the purposes hereof.

10. The Executive Director is hereby authorized and directed to take whatever actions are appropriate to carry out the purpose and intent of this resolution.

PASSED, APPROVED and ADOPTED DEC - 9 2008

EDWARD J. CHAVEZ, Chairperson
Redevelopment Agency of the City of Stockton

KATHERINE KONG MEISSNER; Secretary
Redevelopment Agency of the City of Stockton
Memorandum of Option

This is be-recorded to correct the APN under the legal description from 169-163-01 to 169-162-01
EXHIBIT “B”
MEMORANDUM OF OPTION

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Stockton Redevelopment Agency
City Hall, Third Floor
425 N. El Dorado Street
Stockton, California 95202

MEMORANDUM OF OPTION

This Memorandum of Option ("Memorandum"), dated for reference purposes as December 18, 2008 is executed in connection with that certain All Inclusive Purchase and Sale Agreement and Escrow Instructions ("Agreement") dated December 9, 2008, by RALPH L. WHITE ("Optionor"), and the REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body, corporate and politic ("Optionee").

For good and valuable consideration, Optionor hereby grants to Optionee an option ("Option") to purchase the Property described in the Agreement and as described in Schedule 1 attached hereto, at a price and pursuant to the terms and conditions specifically set forth in the Agreement. The Option shall remain in full force and effect until terminated in accordance with the terms and conditions set forth in the Agreement.

This Memorandum is solely for providing constructive notice of the Option Agreement and shall not be construed to supplement, amend, or otherwise modify the terms and conditions contained in the Option Agreement.

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

OPTIONOR:

By: ____________________________
RALPH L. WHITE

OPTIONEE:

REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body, corporate and politic

By: ____________________________
J. GORDON PALMER, JR.
Executive Director of the Redevelopment Agency of the City of Stockton

Date: ________________

APPROVED AS TO FORM AND CONTENT

[Signature]

STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

On Dec. 19, 2008 before me, Karen A. Costa, a Notary Public, personally appeared J. Crook Palmer Jr., 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.

[Notary Seal]

Karen A. Costa
Notary's Signature
Resolution No. R08-044

REDEVELOPMENT AGENCY

RESOLUTION AUTHORIZING ACQUISITION OF REAL PROPERTY LOCATED AT 2222 AND 2244 SOUTH AIRPORT WAY FROM RALPH L. WHITE; AUTHORIZING PURCHASE OF AN OPTION FOR ACQUISITION OF 2110 SOUTH AIRPORT WAY FROM RALPH L. WHITE; AUTHORIZING EXECUTION OF THE AGREEMENT AND RELATED DOCUMENTS; AND AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ACTIONS NECESSARY TO CARRY OUT THE PURPOSE AND INTENT OF THIS RESOLUTION

WHEREAS, the Amended South Stockton Redevelopment Plan was adopted on July 2, 2002, and, among other things, the Plan is intended to enable the Agency to implement a redevelopment program to improve housing conditions, revitalize commercial uses, and expand employment and homeownership opportunities within the 3,762-acre South Stockton Redevelopment Project Area; and

WHEREAS, in August 2003, the City created the Airport Corridor Action Team to assist in planning for neighborhood revitalization and the creation of economic stability in the vicinity of the Airport Way corridor and one of the Team’s recommendations has been the Agency’s acquisition of available properties which represent targets of opportunity for potential development uses which might be identified in the future; and

WHEREAS, the property located at 2110, 2222 and 2244 South Airport Way (Assessor’s Parcel Numbers 169-152-01, 169-163-01 and 169-151-01) consists of three commercially zoned parcels totaling approximately 2.95 acres on the east side of Airport Way between Seventh and Ninth Streets; and

WHEREAS, acquisition of the subject property is considered in conformance with the Airport Corridor Action Team’s concept of purchasing certain available properties which may lend themselves to future uses and will assist in meeting the objectives of the South Stockton Redevelopment Plan; and

WHEREAS, the property owner, Ralph L. White, has offered to sell a portion of the property to the Redevelopment Agency for the amount of $1,900,000; to donate another portion; and to sell an option for $100,000 that will grant the Redevelopment Agency the right to purchase the remainder portion in the future for $750,000 and has executed an all-inclusive purchase and sale agreement providing for the conveyance of the subject property to the Redevelopment Agency on a voluntary basis; now, therefore,

BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, AS FOLLOWS:

1. That the Redevelopment Agency of the City of Stockton hereby authorizes acquisition in fee title via Grant Deed the property located at 2222 South Airport Way (Assessor’s Parcel Numbers 169-163-01); authorizes the acceptance of the donation via Grant Deed of the property located at 2244 South Airport Way (Assessor’s Parcel Number 169-151-01); and authorizes the purchase of an option to purchase the property located at 2110 South
2. That the Redevelopment Agency hereby approves the total purchase price of said real property to be acquired at this time for the sum of $1,900,000 plus up to $20,000 for miscellaneous closing costs, and approves the total price of $100,000 for purchase of an option to purchase, which provides for the right to purchase the remainder property for the sum of $750,000 at some future date, pursuant to the terms of the Agreement.

3. That the transfer of real property for valuable consideration of this acquisition is hereby authorized and approved as stated in the Agreement.

4. That the specific terms and conditions of this acquisition are as expressly provided in the attached Agreement and incorporated herein by this reference.

5. The environmental clearance and General Plan conformity for this project are covered by the environmental review for the Amended South Stockton Redevelopment Plan (FEIR 2-02/ISSE-02/SCH 2001112106). The program Environmental Impact Report was certified by City Council on July 2, 2002.

6. In accordance with Section 66402 of the Government Code, this activity/project has been determined to conform to the City's General Plan designation.

7. That the Executive Director is hereby authorized and directed to disburse the necessary funds in accordance with the provisions of the Agreement upon receipt of the proper and appropriate documents approved by the City Attorney.

8. That the Agreement with Ralph L. White is hereby approved.

9. That the Executive Director is hereby authorized and directed to execute the Agreement and any documents necessary to carry out the purposes hereof.

10. The Executive Director is hereby authorized and directed to take whatever actions are appropriate to carry out the purpose and intent of this resolution.

PASSED, APPROVED and ADOPTED DEC. 9, 2008

EDWARD J. CHAVEZ, Chair
Redevelopment Agency of the City of Stockton

KATHERINE GONZALO MEISSNER, Secretary
Redevelopment Agency of the City of Stockton
EXHIBIT A

The land referred to is situated in the County of San Joaquin, City of Stockton, State of California, and is described as follows:

Lot A, Tract No. 117, Parkview Terrace, according to the Official Map or Plat thereof, filed for record June 20, 1946, in Volume 11 of Maps and Plats, Page 108, San Joaquin County Records.

APN: 199-463-01
APN: 169-162-01

RECORDING REQUESTED BY
Old Republic Title Company

Escrow No: 1211018382
WHEN RECORDED MAIL TO
City of Stockton Redevelopment Agency
425 North El Dorado Street
Stockton, CA 95202
Attn.: Joe Mulligan

Memorandum of Option

This is be-recorded to correct the APN under the legal description from 169-163-01 to 169-162-01
EXHIBIT “B”
MEMORANDUM OF OPTION

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
City of Stockton Redevelopment Agency
City Hall, Third Floor
425 N. El Dorado Street
Stockton, California 95202

MEMORANDUM OF OPTION

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This Memorandum is solely for providing constructive notice of the Option Agreement and shall not be construed to supplement, amend, or otherwise modify the terms and conditions contained in the Option Agreement.

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

OPTIONOR:

By: [Signature]
RALPH L. WHITE

OPTIONEE:

REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body, corporate and politic

By: [Signature]
J. GORDON PALMER, JR.
Executive Director of the Redevelopment Agency of the City of Stockton

Date: 12/18/08

APPROVED AS TO FORM AND CONTENT

By: [Signature]
STATE OF CALIFORNIA  )
   ) SS
COUNTY OF SAN JOAQUIN

On Dec. 19, 2008 before me, Karen A. Costa, a Notary Public, personally appeared J. Gordon Palmer, Jr., 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.

[Notary Seal]

Karen A. Costa
Notary's Signature
RESOLUTION AUTHORIZING ACQUISITION OF REAL PROPERTY LOCATED AT 2222 AND 2244 SOUTH AIRPORT WAY FROM RALPH L. WHITE; AUTHORIZING PURCHASE OF AN OPTION FOR ACQUISITION OF 2110 SOUTH AIRPORT WAY FROM RALPH L. WHITE; AUTHORIZING EXECUTION OF THE AGREEMENT AND RELATED DOCUMENTS; AND AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ACTIONS NECESSARY TO CARRY OUT THE PURPOSE AND INTENT OF THIS RESOLUTION

WHEREAS, the Amended South Stockton Redevelopment Plan was adopted on July 2, 2002, and, among other things, the Plan is intended to enable the Agency to implement a redevelopment program to improve housing conditions, revitalize commercial uses, and expand employment and homeownership opportunities within the 3,762-acre South Stockton Redevelopment Project Area; and

WHEREAS, in August 2003, the City created the Airport Corridor Action Team to assist in planning for neighborhood revitalization and the creation of economic stability in the vicinity of the Airport Way corridor and one of the Team's recommendations has been the Agency's acquisition of available properties which represent targets of opportunity for potential development uses which might be identified in the future; and

WHEREAS, the property located at 2110, 2222 and 2244 South Airport Way (Assessor's Parcel Numbers 169-152-01, 169-163-01 and 169-151-01) consists of three commercially zoned parcels totaling approximately 2.85 acres on the east side of Airport Way between Seventh and Ninth Streets; and

WHEREAS, acquisition of the subject property is considered in conformance with the Airport Corridor Action Team's concept of purchasing certain available properties which may lend themselves to future uses and will assist in meeting the objectives of the South Stockton Redevelopment Plan; and

WHEREAS, the property owner, Ralph L. White, has offered to sell a portion of the property to the Redevelopment Agency for the amount of $1,900,000; to donate another portion; and to sell an option for $100,000 that will grant the Redevelopment Agency the right to purchase the remainder portion in the future for $750,000 and has executed an all-inclusive purchase and sale agreement providing for the conveyance of the subject property to the Redevelopment Agency on a voluntary basis; now, therefore,

BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, AS FOLLOWS:

1. That the Redevelopment Agency of the City of Stockton hereby authorizes acquisition in fee title via Grant Deed the property located at 2222 South Airport Way (Assessor's Parcel Numbers 169-163-01); authorizes the acceptance of the donation via Grant Deed of the property located at 2244 South Airport Way (Assessor's Parcel Number 169-151-01); and authorizes the purchase of an option to purchase the property located at 2110 South
Airport Way (Assessor's Parcel Numbers 169-162-01) all as more particularly described in the Purchase and Sale Agreement and Escrow Instructions (the "Agreement"), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference.

2. That the Redevelopment Agency hereby approves the total purchase price of said real property to be acquired at this time for the sum of $1,900,000 plus up to $20,000 for miscellaneous closing costs, and approves the total price of $100,000 for purchase of an option to purchase, which provides for the right to purchase the remainder property for the sum of $750,000 at some future date, pursuant to the terms of the Agreement.

3. That the transfer of real property for valuable consideration of this acquisition is hereby authorized and approved as stated in the Agreement.

4. That the specific terms and conditions of this acquisition are as expressly provided in the attached Agreement and incorporated herein by this reference.

5. The environmental clearance and General Plan conformity for this project are covered by the environmental review for the Amended South Stockton Redevelopment Plan (FEIR 2-02/SIS-02/SCH 2001112106). The program Environmental Impact Report was certified by City Council on July 2, 2002.

6. In accordance with Section 65402 of the Government Code, this activity/project has been determined to conform to the City's General Plan designation.

7. That the Executive Director is hereby authorized and directed to disburse the necessary funds in accordance with the provisions of the Agreement upon receipt of the proper and appropriate documents approved by the City Attorney.

8. That the Agreement with Ralph L. White is hereby approved.

9. That the Executive Director is hereby authorized and directed to execute the Agreement and any documents necessary to carry out the purposes hereof.

10. The Executive Director is hereby authorized and directed to take whatever actions are appropriate to carry out the purpose and intent of this resolution.

PASSED, APPROVED and ADOPTED DEG. - 9 2008

EDWARD J. CHAVEZ, Chairman
Redevelopment Agency of the City of Stockton

KATHERINE CONG MEISSNER, Secretary
Redevelopment Agency of the City of Stockton
EXHIBIT A

The land referred to is situated in the County of San Joaquin, City of Stockton, State of California, and is described as follows:

Lot A, Tract No. 117, Parkview Terrace, according to the Official Map or Plat thereof, filed for record June 20, 1946, in Volume 11 of Maps and Plats, Page 108, San Joaquin County Records.

APN: 169-162-01

APN: 169-163-01
DATE: February 18, 2009

TO: Raeann Cycenas

FROM: Joe Mulligan, Sr. Real Property Agent
Voice phone (209) 937-8059
Fax phone (209) 937-5099

ITEM/S TRANSMITTED: Original Recorded Grant Deed and Original Agreement to Purchase

FOR: 2222 & 2244 S. Airport Way
APN # 169-163-01
169-151-01

REMARKS: The attached is for your records. Let me know if you have any questions.
ALL INCLUSIVE PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS
2110, 2222 AND 2244 S. AIRPORT WAY, STOCKTON, CA
(ASSESSOR’S PARCEL NUMBERS 169-162-01, 169-163-01 & 169-151-01)

THIS ALL INCLUSIVE PURCHASE AND SALE AGREEMENT AND
ESCROW INSTRUCTIONS ("Agreement") is dated and entered into as of
12/9 , 2008 by and between the REDEVELOPMENT AGENCY OF THE
CITY OF STOCKTON, a public body, corporate and politic, hereinafter the "Buyer," and
RALPH L. WHITE, hereinafter the “Seller.”, and constitutes both an agreement to
purchase and sell real property between the parties and the parties’ escrow instructions
directed to Old Republic Title Company ("Escrow Holder").

RECATIALS

A. Seller owns fee title to the real property located at 2110, 2222 and
2244 S. Airport Way, Stockton, CA (Assessor's Parcel Numbers 169-162-01, 169-163-01
& 169-151-01) (hereinafter the “Property”).

B. Seller desires to sell the portion of the Property identified as APN
169-163-01 (hereinafter the “Purchase Parcel”), to donate the portion of the Property
identified as APN 169-151-01 (hereinafter the “Donation Parcel”), and to sell an option to
purchase of the balance of the Property identified as APN 169-162-01 (hereinafter the
“Option Parcel”) together with all appurtenances, thereto, on a voluntary, all-inclusive
basis. Seller shall sell and donate the Property in “As-is” condition except as expressly set
forth in this Agreement.

C. Buyer desires to purchase the Purchase Parcel, to accept donation of
the Donation Parcel, and to purchase an option to purchase the Option Parcel for public
purposes. Except as expressly set forth in this Agreement, Buyer shall purchase and accept
the Property in its “As-is” condition except as expressly set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing premises, operative
provisions and the Recitals which are incorporated herein by this reference, the parties
hereto agree as follows:

1. Purchase and Sale. On the Close of Escrow (as herein defined),
Seller agrees to sell the Purchase Parcel to Buyer, and Buyer agrees to buy the Purchase
Parcel from Seller, on the terms and conditions hereinafter set forth.

2. Purchase Price. The total purchase price for the Purchase Parcel to
be paid by Buyer is the sum of ONE MILLION NINE HUNDRED THOUSAND
DOLLARS ($1,900,000.00) (the “Purchase Price”), which sum shall be deposited in
escrow and dispersed pursuant to the terms of the Agreement. No attempt has been made
to assign value to any lesser interest in the Purchase Parcel, including any leasehold estate.
The purchase price, therefore, is the total price for the Purchase Parcel without distinction
or separation for various interests that may be held in that property. Seller shall be
responsible for any apportionment or allocation of the purchase price if required for
separately held interests that may exist and for claims, fees, costs and expenses regarding
all persons or businesses occupying the Purchase Parcel as provided in Paragraph 12, below.

3. **Donation.** On the Close of Escrow Seller agrees to donate at no cost to Buyer and Buyer agrees to accept the Donation Parcel. No attempt has been made to assign value to the Donation Parcel or to any lesser interest in that property, including any leasehold estate. Seller shall be responsible for and hold Buyer harmless from any and all claims, fees, costs and expenses regarding all persons or businesses occupying the Option Parcel as provided in Paragraph 12, below, or from any persons or entities claiming separately held interests in the Donation Parcel.

4. **Option.** In consideration of ONE HUNDRED THOUSAND DOLLARS ($100,000.00) paid to Seller by Buyer at Close of Escrow on the Purchase Parcel, Seller hereby gives and grants to Buyer and Buyer’s successors and assigns, the exclusive option to purchase the Option Parcel, together with the building(s) and all other improvements thereon, all easements, rights of way, and appurtenances thereto, and all of Seller’s right, title, and interest in all public ways adjoining the property, and all the personal property belonging to Seller or employed in connection with the Option Parcel. The option is given on the following terms and conditions:

4.1 **Price and Terms of Payment.** In addition to the amount paid to purchase the option right as stated in Paragraph No. 4, above, the purchase price for the Option Parcel shall be SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000.00) which shall be paid to Seller by Buyer at the close of escrow on the Option Parcel upon exercise of this option. No attempt has been made to assign value to any lesser interest in the Option Parcel, including any leasehold estate. The purchase price as stated in this Paragraph No. 4.1, therefore, is the total price for the Option Parcel without distinction or separation for various interests that may be held in that property. Seller shall be responsible for any apportionment or allocation of the purchase price if required for separately held interests that may exist and for claims, fees, costs and expenses regarding all persons or businesses occupying the Option Parcel as provided in Paragraph 4.8, below.

4.2 **Period of Option.** This option may be exercised by giving written notice thereof to Seller at any time from the date of this Agreement until the earlier of the following dates: a) 5:00 o’clock p.m. on July 1, 2018; or b) the date three (3) months after Seller receives a “No Further Action Letter” from the State of California Regional Water Quality Control Board, Central Valley Region, stating that the Option Parcel requires no further remediation with respect to underground storage tanks and any associated contamination. Seller shall provide Buyer with a copy of said “No Further Action Letter” upon Seller’s receipt of same.

4.3 **Title.** Title to the Option Parcel to be conveyed as herein provided shall be merchantable title, free and clear of all liens, encumbrances, restrictions, and easements, excepting only the following:

(a) The applicable zoning, building and development regulations of any municipality, county, state or federal jurisdiction affecting the property; and
(b) Current property taxes, including general and special
taxes and assessments collected therewith, which shall be allocated pursuant to
applicable sections of the Revenue and Taxation Code;

(c) The lien of supplemental taxes, if any, assessed
pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the
Revenue and Taxation Code of the State of California;

(d) Such other matters as may be waived in writing by
Buyer.

If the option is exercised, within fifteen (15) days after delivery to
Seller of the notice of exercise as provided in Paragraph No. 4.2, above, Seller shall
secure and submit to Buyer for examination evidence of merchantable title in the
Option Parcel via a preliminary title report from a qualified title insurance company
doing business in the State of California. Within fifteen (15) days thereafter Buyer
shall give notice in writing to Seller of any defects in or objections to the title as so
evidenced, and Seller shall clear the title of the defects and objections so specified.
If Seller fails to clear title to the extent herein required or to submit evidence of his
ability to do so prior to closing, and such failure continues for thirty (30) days after
the date of exercise of the option, Buyer may clear title to the extent so required and
charge the cost of clearing to Seller. Escrow Holder shall use the proceeds of the
Purchase Price to obtain full reconveyance, if necessary, of any monetary liens
encumbering the Option Parcel so that the property shall be free and clear of
monetary liens and encumbrances at the close of escrow.

4.4 **Closing of Escrow on Option Parcel.** An escrow shall be
opened with a qualified title insurance company doing business in the State of
California within ten (10) days after exercise of this option. All necessary
documents shall be delivered to the escrow agent and all payments required
hereunder, including payment of the purchase price, shall be made to escrow agent.
Seller and Buyer shall execute such escrow instructions, not inconsistent with the
terms of this option, as may be requested by the escrow agent from time to time.
Taxes and assessments for the current year, utilities, and rentals under existing
leases and tenancies shall be prorated between the parties as of the date of closing
of escrow. The escrow shall close when the escrow agent is able to record a grant
deed to the Option Parcel in favor of Buyer and comply with the provisions herein
stated. If closing is not accomplished within 60 days from the date of exercise of
this option, at the election of Buyer the escrow shall be terminated, and all deposits
made on the account of the purchase price and instruments deposited in escrow
shall be returned to the respective parties entitled thereto.

4.5 **Possession and Risk of Loss.** Seller shall continue in
possession of the Option parcel until close of escrow, and shall maintain the same in
its present condition, reasonable wear from ordinary use excepted. Possession shall
be transferred to Buyer at the close of escrow.

4.6 **Assignment and Succession.** This option and the contract
resulting from the exercise thereof shall bind and inure to the benefit of the heirs,
administrators, executors, successors, and assigns of the respective parties. All
dights of purchase hereunder may be assigned without restriction, but notice of each
assignment shall be given in writing to Seller.

4.7 Memorandum of Option. The parties shall execute and
have notarized a “Memorandum of Option”, substantially in the form attached
hereto as Exhibit “B,” attached and incorporated herein, which shall be recorded
with the San Joaquin County Recorder’s Office immediately following close of
escrow on the Purchase Property.

4.8 Existing Tenants – Relocation. If Buyer exercises its
option to purchase the Option parcel under this Agreement then the following terms
regarding relocation of Seller and/or Seller’s tenants shall apply:

(a) It is understood and agreed between Seller and Buyer
that the payments made to Seller as set forth in this Agreement for purchase of the
option right and/or purchase of the Option Parcel represent an all inclusive
settlement and are full and complete payment of compensation for the acquisition of
all property interests pertaining to the Option Parcel and include and satisfy any and
all other payments, if any, that may be required by law to be paid to Seller and/or
Seller’s tenants arising out of the acquisition of the Option Parcel and displacement
of Seller, of Seller’s business, and all other persons or businesses occupying the
Property, and specifically includes, but is not limited to, claims for severance and
other damages, attorney’s fees, interest, expenses of litigation, expert’s fees,
precondemnation damages, inverse condemnation, owner participation rights under
any Redevelopment Plan, relocation assistance and/or benefits under the Uniform
Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42
U.S.C. 4601, et seq.), if applicable, or under Title 1, Division 7, Chapter 1 of the
Government Code of the State of California (Section 7260, et seq.), and loss of
business goodwill under the Eminent Domain Law, Code of Civil Procedure
Section 1263.510, and all costs and expenses whatever in connection therewith.
Seller hereby acknowledges that Buyer has advised Seller of the possible
availability of such relocation assistance rights to Seller and/or Seller’s tenants and
that the waiver of all rights by Seller herein set forth is free and voluntary.

(b) Buyer’s purchase of the Option Parcel shall be subject
to existing leases and/or rental agreements. Seller shall provide Buyer in escrow
with a current list of lawful tenants occupying the Option Parcel and copies of all
rental agreements or leases currently in effect together with Tenant Estoppels
substantially in the form of Exhibit “A” attached hereto and incorporated by this
reference. Seller agrees to assign any such leases or rental agreements to Buyer.
Buyer shall provide relocation assistance and/or benefits to said lawful tenants
under Title 1, Division 7, Chapter 1 of the Government Code of the State of
California (Section 7260, et seq.), and Buyer shall provide for said tenants loss of
business goodwill under the Eminent Domain Law, Code of Civil Procedure
Section 1263.510. Buyer and Seller agree that it would be difficult to estimate the
amount required for such assistance, benefits and/or losses; therefore, Buyer and
Seller agree to withhold in the escrow for purchase of the Option Parcel a portion of
the purchase price for the Option Parcel in the amount of ONE HUNDRED FIFTY
THOUSAND DOLLARS ($150,000.00) (hereinafter "the Option Relocation Funds") to be deducted from Seller's proceeds at the close of escrow. The Option Relocation Funds shall be held in an interest bearing account by the Escrow Holder for a period of up to eighteen (18) months from the close of escrow. Buyer shall be reimbursed from the Option Relocation Funds for all costs incurred by Buyer as may be required for such tenant relocation assistance and benefits and/or tenant's loss of goodwill claims, including but not limited to costs of assistance, benefits and/or claims paid to or on behalf of any tenant displaced from the Option Parcel, costs of relocation consultants, if any, costs of legal services in connection with payment of benefits, claims or appeals. Buyer and Seller agree that Escrow Holder shall release funds to Buyer upon Buyer's submission of claims to Escrow Holder. Any amount remaining after Buyer has notified Escrow that Buyer has received full reimbursement shall be paid to Seller. Any of the Option Relocation Funds remaining at the end of the eighteen (18) month period shall be released to Seller upon both Seller and Buyer providing written instructions to the Escrow Holder agreeing to the release.

(c) This Agreement is a voluntary agreement and Seller, on behalf of itself and its heirs, successors and assigns, hereby fully releases Buyer, its officials, counsel, employees, and agents, from all claims and causes of action by reason of any damage which has been sustained, or may be sustained, as a result of Buyer's efforts to acquire the Option Parcel or any preliminary steps thereto. Seller further releases and agrees to hold Buyer harmless from any and all claims and causes of action by reason of any leasehold interest in the Option Parcel.

(d) During the option period, Seller shall provide a notice substantially in the form provided in Exhibit "C," attached and incorporated by this reference to each prospective new tenant, stating that tenant acknowledges that acquisition of the Option Parcel by Buyer will require tenant to vacate and tenant waives any right to relocation assistance and/or benefits that might ordinarily be or have been available to displaced occupants.

4.9 **Covenant Not to Encumber.** Seller covenants and agrees that during the option period as provided in Paragraph No. 4.2, above, Seller shall not encumber the Option Parcel or otherwise allow liens to be placed upon the Option Parcel without written consent of Buyer. Such consent shall not be unreasonably withheld.

4.10 **License to Enter.** Seller hereby grants to Buyer and Buyer's authorized agents, contractors, consultants, assigns, attorneys, accountants and other representatives an irrevocable license to enter upon the Option Parcel during the period of the option as herein defined for the purpose of making inspections and other examinations of the Option Parcel, including, but not limited to, the right to perform soil and geological tests of the property and an environmental site assessment thereof. Buyer shall give Seller reasonable notice before going on the Option Parcel. Buyer does hereby indemnify and forever save Seller, Seller's heirs, successors and assigns, and the Option Parcel, free and harmless from and against any and all liability, loss, damages and costs and expenses, demands, causes of action, claims or judgments, whether or not arising from or occurring out of any
damage to the Option Parcel as a result of any accident or other occurrence at the Option Parcel which is in any way connected with Buyer’s inspections or non-permanent improvements involving entrance onto the Option Parcel pursuant to this Paragraph. If Buyer fails to acquire the Option Parcel, this license shall terminate upon the termination of Buyer’s right to purchase the Option Parcel. In such event, Buyer shall remove or cause to be removed all Buyer’s personal property, facilities, tools and equipment from the Option Parcel.

5. **Title and Title Insurance.** Upon the Opening of Escrow, Escrow Holder shall obtain and issue a title commitment for the Property. Escrow Holder shall also request two copies each of all instruments identified as exceptions on said title commitment. Upon receipt of the foregoing, Escrow Holder shall deliver these instruments and the title commitment to Buyer and Seller. Buyer’s fee title to the Purchase Parcel and the Donation Parcel shall be insured at the Close of Escrow by a CLTA Owner’s Standard Coverage Policy of Title Insurance in the amount of the Purchase Price (the “Policy”). The Policy of title insurance provided for pursuant to this Paragraph shall insure Buyer’s fee interest in the Purchase Parcel and the Donation Parcel free and clear of all liens, encumbrances, restrictions, and rights-of-way of record, subject only to the following permitted conditions of title (“Permitted Title Exceptions”):

(a) The applicable zoning, building and development regulations of any municipality, county, state or federal jurisdiction affecting the Property; and

(b) Except as otherwise provided herein, current property taxes, including general and special taxes and assessments collected therewith, which shall be allocated pursuant to applicable sections of the Revenue and Taxation Code;

(c) The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California;

(d) Those non-monetary exceptions approved by Buyer within fifteen (15) business days after the date Buyer receives the title commitment and legible copies of all instruments noted as exceptions therein. If Buyer unconditionally disapproves any such exceptions, Escrow shall thereupon terminate, all funds deposited therein shall be refunded to Buyer (less Buyer’s share of escrow cancellation charges), and this Agreement shall be of no further force or effect. If Buyer conditionally disapproves any such exceptions, then Seller shall use Seller’s best efforts to cause such exceptions to be removed by the Close of Escrow. If such conditionally disapproved non-monetary exceptions are not removed by the Close of Escrow, Buyer may, at Buyer’s option, either accept the Purchase Parcel and the Donation Parcel subject to such encumbrances, or terminate the Escrow and receive a refund of all funds deposited into Escrow, including but not limited to any option monies on deposit, (less Buyer’s share of escrow cancellation charges), if any, and this Agreement shall thereupon be of no further force or effect. At the Close of Escrow, Buyer’s fee title to the Purchase Parcel and the Donation Parcel shall be free and clear of all monetary encumbrances.

6. **Deed.** Seller covenants and agrees to deposit with Escrow Holder prior to the Close of Escrow a Grant Deed duly executed and acknowledged by Seller, granting and conveying to Buyer fee title to the Purchase Parcel and the Donation Parcel. The Grant Deed shall be in a form provided by Buyer and shall be accepted by Buyer prior to recording.
7. **Authorization to Record Documents and Disburse Funds.** Escrow Holder is hereby authorized to record the documents and disburse the funds and documents called for hereunder upon the Close of Escrow, provided each of the following conditions has then been fulfilled:

(a) Escrow Holder can issue in favor of Buyer the Policy, showing the Purchase Parcel and the Donation Parcel vested in Buyer subject only to the Permitted Title Exceptions. Escrow Holder shall use the proceeds of the Purchase Price to obtain full reconveyance, if necessary, of any monetary liens encumbering the Purchase Parcel and the Donation Parcel, so that the property shall be free and clear of monetary liens and encumbrances at the Close of Escrow.

(b) Escrow Holder shall have received Buyer’s notice of approval or satisfaction or waiver of all of the contingencies to Buyer’s obligations hereunder, as provided for in Paragraph 14; and

(c) Seller shall have deposited in Escrow the Grant Deed required by Paragraph No. 6.

Unless otherwise instructed in writing, Escrow Holder is authorized to record at the Close of Escrow any instrument delivered through this Escrow if necessary or proper for issuance of the Policy, including the Grant Deed.

8. **Escrow.** The parties hereby establish an escrow ("Escrow") to accommodate the purchase of the Purchase Parcel and the acceptance of the Donation Parcel as contemplated by this Agreement. For purposes of this Agreement, Opening of Escrow shall mean the date on which Escrow Holder shall have received a fully executed original of this Agreement from Buyer and Seller. Close of Escrow shall be the date upon which the Grant Deed to Buyer described in Paragraph No. 6, above, is delivered and recorded in the Official Records of the County of San Joaquin. The Close of Escrow shall be on the date which is not later than the first business day occurring sixty (60) days after the date of this Agreement. Before the Close of Escrow, all risk of loss and damage to the Purchase Parcel and the Donation Parcel Property from any source whatsoever shall be solely that of Seller. Seller agrees to deliver possession of the Purchase Parcel and the Donation Parcel and to provide Buyer with all keys at the Close of Escrow. Seller agrees that, except for any portion of the property occupied by a lawful tenant disclosed to Buyer as provided in Paragraph 12, below, at the Close of Escrow the Purchase Parcel and the Donation Parcel will be vacant and that all personal property will be removed and the Purchase Parcel and the Donation Parcel will be in a broom clean condition free from garbage or debris.

9. **Escrow Charges and Prorations.** Buyer and Seller shall share equally the cost of the CLTA Owner’s Standard Coverage Policy of Title Insurance, the Escrow fees and Escrow Holder’s customary out-of-pocket expenses for messenger services, long distance telephone, etc. Buyer shall pay any fees or costs relating to recording of the Grant Deed with the County of San Joaquin Recorder’s Office. Seller shall pay any documentary or other local transfer taxes, and any other recording fees. Taxes, assessments, penalties, interest charges, delinquency charges, and municipal service charges of every kind levied upon or assessed against the Purchase Parcel and the Donation Parcel, except as otherwise expressly set forth herein, shall be paid by Seller to the date of recording. If the Escrow shall fail to close through no fault of either party, Buyer and Seller shall equally pay all Escrow cancellation charges.
10. **License to Enter.** Seller hereby grants to Buyer and Buyer's authorized agents, contractors, consultants, assigns, attorneys, accountants and other representatives an irrevocable license to enter upon the Purchase Parcel and the Donation Parcel for the purpose of making inspections and other examinations, including, but not limited to, the right to perform soil and geological tests of the property and an environmental site assessment thereof. Buyer shall give Seller reasonable notice before going on the property. Buyer does hereby indemnify and forever save Seller, Seller's heirs, successors and assigns, and the Purchase Parcel and the Donation Parcel, free and harmless from and against any and all liability, loss, damages and costs and expenses, demands, causes of action, claims or judgments, whether or not arising from or occurring out of any damage to the Purchase Parcel and the Donation Parcel as a result of any accident or other occurrence at that property which is in any way connected with Buyer’s inspections or non-permanent improvements involving entrance onto the Purchase Parcel and the Donation Parcel pursuant to this Paragraph. If Buyer fails to acquire the Purchase Parcel and the Donation Parcel due to Buyer’s default, this license shall terminate upon the termination of Buyer’s right to purchase the Purchase Parcel and the Donation Parcel. In such event, Buyer shall remove or cause to be removed all Buyer’s personal property, facilities, tools and equipment from the Purchase Parcel and the Donation Parcel.

11. **Warranties and Representations of Seller.** To the best of Seller's knowledge, Seller hereby represents and warrants to Buyer the following, it being expressly understood and agreed that all such representations and warranties are to be true and correct as of the Close of Escrow and shall survive the Close of Escrow:

(a) That (i) the Purchase Parcel and the Donation Parcel are in compliance with all applicable statutes and regulations, including environmental, health and safety requirements; (ii) all businesses on the Purchase Parcel and the Donation Parcel, if any, have disposed of their waste in accordance with all applicable statutes, ordinances, and regulations; and (iii) Seller has no notice of any pending or threatened action or proceeding arising out of the condition of the Purchase Parcel and the Donation Parcel or alleged violation of environmental, health or safety statutes, ordinance or regulations. To this end, it is agreed that notwithstanding the conveyance of the Purchase Parcel and the Donation Parcel to Buyer, Seller shall indemnify, protect, defend and hold harmless Buyer from and against any and all claims, liabilities, suits, losses, costs, expenses and damages relating to the cost of cleaning up the Purchase Parcel and the Donation Parcel and removing hazardous or toxic substances, materials and waste therefrom, by reason of contamination or adverse effects on the environment, or by reason of any statutes, ordinances, orders, rules or regulations of any governmental entity or agency requiring the clean-up of the Purchase Parcel and the Donation Parcel, caused by or resulting from any hazardous material, substance or waste existing on, under or about the Purchase Parcel and the Donation Parcel on the Close of Escrow. Seller hereby represents and warrants that, to the best of Seller's knowledge, during the period of Seller's ownership of the Purchase Parcel and the Donation Parcel, there has been no known existence, disposals, storage, releases or threatened releases of hazardous substances or hazardous materials on, from or under the Purchase Parcel and the Donation Parcel. Seller further represents and warrants that Seller has no knowledge of any existence, storage, disposal, release, or threatened release of hazardous substances or hazardous materials, on, from, or under the Purchase Parcel and the Donation Parcel that may have occurred prior to Seller taking title to the Purchase Parcel and the Donation Parcel.
The acquisition price of the Purchase Parcel and the Donation Parcel being acquired in this transaction reflect the negotiated price for those properties without the presence of contamination. If the Purchase Parcel and/or the Donation Parcel are found to be contaminated by the presence of hazardous substances or materials which require mitigation under federal or state law, Buyer may elect to recover its cleanup costs from those who caused or contributed to the contamination. If Buyer should discover any hydrocarbonous substances or any hazardous substances or materials (as determined under federal, state or local law then in effect), asbestos or asbestos-bearing materials or other environmental condition subject to legal requirements for investigation, corrective or remedial action on, in or under the Purchase Parcel and/or the Donation Parcel, Buyer shall immediately notify Seller in writing of the same, and if such discovery is made after the close of escrow, Buyer shall cause the condition to be corrected or remedied in accordance with applicable law.

Seller hereby agrees to defend, indemnify and hold Buyer harmless from any and all past, present, and future claims, liabilities, obligations, or causes of action from any person or source arising out of or connected with Seller’s disposal, storage, or release, and/or Seller’s knowledge of present or past existence, disposal, storage, or release of hazardous substances or hazardous materials, in, on, or under the Property which is the subject of this Agreement including any costs of corrective or remedial work occasioned by the discovery of hazardous substances or hazardous materials after the close of escrow.

Hazardous substances or materials are defined as any substance (i) the presence of which requires investigation or remediation under any federal, state or local law, rule, regulation or policy; or (ii) which is defined as "hazardous waste," "hazardous substance," "hazardous material" or "toxic substance or material" under any federal, state or local law, rule, regulation or policy, including any environmental laws. The representations and promises made in this paragraph are intended to, and shall survive the execution, delivery and recordation of the deed referenced in Paragraph 6.

(b) That Seller is the sole owner of the Purchase Parcel and the Donation Parcel free and clear of all liens, claims, encumbrances, easements, encroachments from adjacent properties, encroachments by improvements or vegetation on the Purchase Parcel and the Donation Parcel onto adjacent property, or rights of way of any nature, other than those that may appear on the title commitment. Seller shall not further encumber the Purchase Parcel and the Donation Parcel or allow the Purchase Parcel and the Donation Parcel to be further encumbered prior to the Close of Escrow.

(c) Neither this Agreement nor anything provided to be done hereunder including the transfer of the Purchase Parcel and the Donation Parcel to Buyer, violates or shall violate any contract, agreement or instrument to which Seller is a party, or which affects Purchase Parcel and the Donation Parcel, and the sale of the Purchase Parcel and the donation of the Donation Parcel herein contemplated do not require the consent of any party not a signatory hereto.

(d) There are no mechanics', materialmen's or similar claims or liens presently claimed or which will be claimed against the Property for work performed
or commenced prior to the date of this Agreement. Seller agrees to hold Buyer harmless from all costs, expenses, liabilities, losses, charges, fees, including attorney fees, arising from or relating to any such lien or any similar lien claimed against the Purchase Parcel and the Donation Parcel and arising from work performed or commenced prior to the Close of Escrow.

(e) There are no written or oral leases or contractual right or option to rent, lease, purchase, or otherwise enjoy possession, rights or interest of any nature in and to the Purchase Parcel and the Donation Parcel or any part thereof, and no persons have any right of possession to the Purchase Parcel and the Donation Parcel or any part thereof. Prior to the Close of Escrow Seller shall not enter into any new written or oral agreements to rent or allow any portion of the Purchase Parcel and the Donation Parcel to be occupied for any reason. Seller understands and agrees that allowing new tenants to occupy the Purchase Parcel and the Donation Parcel may cause Buyer to incur relocation expenses. Seller agrees to reimburse Buyer for all relocation expenses incurred by Buyer for any occupants at the Purchase Parcel and/or the Donation Parcel on or after the Close of Escrow.

(f) Seller has no knowledge of any pending, threatened or potential litigation, action or proceeding against Seller or any other party before any court or administrative tribunal that is in any way related to the Purchase Parcel and/or the Donation Parcel.

(g) Seller agrees to indemnify, defend, and hold Buyer harmless for breach of the warranties set forth above in subsections (a) through (f) of this Paragraph 11.

12. Full Payment of All Obligations of City.

(a) It is understood and agreed between Seller and Buyer that the payments made to Seller as set forth in this Agreement represent an all inclusive settlement and is full and complete payment of compensation for the acquisition of all property interests pertaining to the Purchase Parcel and the Donation Parcel and includes and satisfies any and all other payments, if any, that may be required by law to be paid to Seller and/or Seller’s tenants arising out of the acquisition of the Purchase Parcel and the acceptance of the Donation Parcel and displacement of Seller, of Seller’s business, and all other persons or businesses occupying the Purchase Parcel and the Donation Parcel, and specifically includes, but is not limited to, claims for severance and other damages, attorney’s fees, interest, expenses of litigation, expert’s fees, precondemnation damages, inverse condemnation, owner participation rights under any Redevelopment Plan, relocation assistance and/or benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.), if applicable, or under Title 1, Division 7, Chapter 1 of the Government Code of the State of California (Section 7260, et seq.), and loss of business goodwill under the Eminent Domain Law, Code of Civil Procedure Section 1263.510, and all costs and expenses whatever in connection therewith. Seller hereby acknowledges that Buyer has advised Seller of the possible availability of such relocation assistance rights to Seller and/or Seller’s tenants and that the waiver of all rights by Seller herein set forth is free and voluntary.
(b) Buyer shall purchase the Purchase Parcel and accept the Donation Parcel subject to existing leases and/or rental agreements. Seller shall provide Buyer in escrow with a current list of lawful tenants occupying the Purchase Parcel and the Donation Parcel and copies of all rental agreements or leases currently in effect together with Tenant Estoppels substantially in the form of Exhibit "A" attached hereto and incorporated by this reference. Seller agrees to assign any such leases or rental agreements to Buyer. Buyer shall provide relocation assistance and/or benefits to said lawful tenants under Title 1, Division 7, Chapter 1 of the Government Code of the State of California (Section 7260, et seq.), and Buyer shall provide for said tenants loss of business goodwill under the Eminent Domain Law, Code of Civil Procedure Section 1263.510. Buyer and Seller agree that it would be difficult to estimate the amount required for such assistance, benefits and/or losses, therefore, Buyer and Seller agree to withhold in escrow a portion of the purchase price in the amount of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00) (hereinafter "the Purchase Relocation Funds") to be deducted from Seller's proceeds at the Close of Escrow. The Purchase Relocation Funds shall be held in an interest bearing account by the Escrow Holder for a period of up to eighteen (18) months from the Close of Escrow. Buyer shall be reimbursed from the Purchase Relocation Funds for all costs incurred by Buyer as may be required for such tenant relocation assistance and benefits and/or tenant's loss of goodwill claims, including but not limited to costs of assistance, benefits and/or claims paid to or on behalf of any tenant displaced from the Purchase Parcel and/or the Donation Parcel, costs of relocation consultants, if any, costs of legal services in connection with payment of benefits, claims or appeals. Buyer and Seller agree that Escrow Holder shall release funds to Buyer upon Buyer's submission of claims to Escrow Holder. Any amount remaining after Buyer has notified Escrow that Buyer has received full reimbursement shall be paid to Seller. Any of the Purchase Relocation Funds remaining at the end of the eighteen (18) month period shall be released to Seller upon both Seller and Buyer providing written instructions to the Escrow Holder agreeing to the release.

(c) This Agreement is a voluntary agreement and Seller, on behalf of itself and its heirs, successors and assigns, hereby fully releases Buyer, its officials, counsel, employees, and agents, from all claims and causes of action by reason of any damage which has been sustained, or may be sustained, as a result of Buyer's efforts to acquire the Purchase Parcel and/or the Donation Parcel or any preliminary steps thereto. Seller further releases and agrees to hold Buyer harmless from any and all claims and causes of action by reason of any leasehold interest in the Purchase Parcel and/or the Donation Parcel.

(d) Seller acknowledges that it may have sustained damage, loss, costs or expenses which are presently unknown and unsuspected, and such damage, loss, costs or expense which may have been sustained, may give rise to additional damages, loss, costs or expenses in the future. Nevertheless, Seller hereby acknowledges that this Agreement has been negotiated and agreed upon in light of that situation, and hereby expressly waives any and all rights which Seller may have under California Civil Code Section 1542, or under any statute or common law or equitable principle of similar effect. California Civil Code Section 1542 provides as follows:

"A general release does not extend to claims which the Creditor does not know or suspect to exist in his favor at the
time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

Seller’s Initials [Signature] Buyer’s Initials [Signature]

(c) This Paragraph shall survive the Close of Escrow.

13. **“AS IS”**. Buyer is capable of ascertaining and analyzing all facts material to its decision to purchase the Purchase Parcel and accept the Donation Parcel. Buyer acknowledges that the Escrow period will give Buyer the opportunity to conduct such investigations and evaluations as Buyer deems necessary. Buyer agrees and acknowledges that, except as expressly set forth in this Agreement including without limitation Paragraph No. 11, above, neither Seller, nor anyone on Seller’s behalf has made any representation or warranty respecting the Purchase Parcel and/or the Donation Parcel, or otherwise, in connection with the transaction contemplated herein. Without limiting the generality of the foregoing, Buyer hereby acknowledges that, above it will be purchasing the Purchase Parcel and accepting the Donation Parcel in an “AS-IS” condition, and further that:

(1) Buyer has made or will make Buyer's own independent investigation respecting the Purchase Parcel and the Donation Parcel and all other aspects of this transaction, and is relying entirely thereon and on the advice of Buyer's consultants in entering into this Agreement.

(2) Buyer has reviewed or will review all instruments, records, and documents which Buyer deems appropriate or advisable to review in connection with this transaction, and Buyer has determined or will determine prior to the Close of Escrow that the information and data contained therein or evidenced thereby is satisfactory to Buyer.

(3) Buyer acknowledges and agrees that Seller has made no representations or warranties regarding any future use or development on any other property, including property uses, the amount of traffic or traffic patterns, parking, parcel sizes or configurations, property boundaries, locations of improvements, parking and common areas, or any future plan of development.

EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", AND THAT BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR Bound By, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, ANY PROSPECTUS DISTRIBUTED WITH RESPECT TO THE PROPERTY) MADE OR FURNISHED BY SELLER, THE MANAGERS OF THE PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR
PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT. BUYER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS-IS", PURSUANT TO THE TERMS OF THIS AGREEMENT.

14. **Buyer's Contingencies.** For the benefit of Buyer, the Closing of Escrow and the Buyer's obligation to consummate purchase of the Purchase Parcel and acceptance of the Donation Parcel shall be contingent upon and subject to the occurrence of all of the following (or Buyer's written waiver thereof, it being agreed that Buyer can waive any or all such contingencies) on or before the Close of Escrow:

   (a) That as of the Close of Escrow the representations and warranties of Seller contained in this Agreement are all true and correct.

   (b) The delivery of all documents pursuant to Paragraph 6 hereof.

   (c) Escrow Holder's commitment to issue in favor of Buyer of a CLTA Standard Coverage Owner's Policy of Title Insurance with liability equal to the Purchase Price showing Buyer's fee interest in the Purchase Parcel and the Donation Parcel subject only to the Permitted Title Exceptions.

   (d) Buyer's approval prior to the Close of Escrow of any environmental site assessment, soils or geological reports, or other physical inspections of the Purchase Parcel and/or the Donation Parcel or the underlying real property that Buyer might perform prior to the Close of Escrow.

15. **Certification of Non-Foreign Status.** Seller covenants to deliver to Escrow a certification of Non-Foreign Status in accordance with I.R.C. Section 1445, and a similar notice pursuant to California Revenue and Taxation Code Sections 18805 and 26131, prior to the Close of Escrow.

16. **Default.** In the event of a breach or default under this Agreement by either Buyer or Seller, the non-defaulting party shall have, in addition to all rights available at law or equity, the right to terminate this Agreement and the Escrow for the purchase and sale of the Purchase Parcel and the acceptance of the Donation Parcel, by delivering written notice thereof to the defaulting party and to Escrow Holder, and if Buyer is the non-defaulting party, Buyer shall thereupon promptly receive a refund of all prior deposits, if any. Such termination of the Escrow by a non-defaulting party shall be without prejudice to the non-defaulting party's rights and remedies at law or equity.

17. **Notices.** All notices and demands shall be given in writing by certified mail, postage prepaid, and return receipt requested, or by personal delivery. Notices shall be considered given upon the earlier of (a) personal delivery, (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, or (c) one (1) business day following deposit with an overnight carrier service. A copy of all notices shall be sent to Escrow Holder. Notices shall be addressed as provided below for the respective party; provided that if any party

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gives notice in writing of a change of name or address, notices to such party shall thereafter be given as demanded in that notice:

BUYER: Redevelopment Agency of the City of Stockton
425 N. El Dorado Street
Stockton, CA 95202
Attn: Executive Director

SELLER: Ralph L. White
2201 E. Eighth Street
Stockton, CA 95206

ESCROW HOLDER: Old Republic Title Company
3461 Brookside Road, Suite A
Stockton, California 95219
Attn: Nancy Furtado

18. **Broker’s Commissions.** Seller shall be responsible at Seller’s sole expense for any real estate brokerage fees, commissions, and claims of brokers, agents or finders, licensed or unlicensed, and all claims of real estate or other consultants which exist or may arise as a result of acquisition of the Property. Buyer shall not be liable for any real estate brokerage fees, commissions or claims in this transaction and Seller shall indemnify Buyer its officers, employees and agents, from any and all costs, liabilities or judgments, including attorneys’ fees, incurred in defending or paying any such claims.

19. **Further Instructions.** Each party agrees to execute such other and further escrow instructions as may be necessary or proper in order to consummate the transaction contemplated by this Agreement.

20. **Amendments.** Any amendments to this Agreement shall be effective only when duly executed by Buyer and Seller and deposited with Escrow Holder.

21. **Miscellaneous**

(a) **Applicable Law.** This Agreement shall be construed and interpreted under, and governed and enforced according to the laws of the State of California.

(b) **Entire Agreement.** This Agreement supersedes any prior agreement, oral or written, and together with the Exhibits hereto and any agreements delivered pursuant hereto, contains the entire agreement between Buyer and Seller on the subject matter hereof. No subsequent agreement, representation or promise made by either party hereto, or by or to any employee, officer, agent or representative of either party, shall be of any effect unless it is in writing and executed by the party to be bound thereby. No person is authorized to make, and by execution hereof Seller and Buyer acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein; and no agreement, statement, representation or promise made by any such person which is not contained herein shall be valid or binding on Seller or Buyer.
(c) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assignees of the parties hereto.

(d) **Time of Essence.** The parties acknowledge that time is of the essence in this Agreement, notwithstanding anything to the contrary in the Escrow company’s general Escrow instructions.

(e) **Remedies Not Exclusive and Waivers.** No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

(f) **Interpretation and Construction.** The parties agree that each party has reviewed this Agreement and that each have had the opportunity to have their counsel and real estate advisors review and revise this agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or Exhibits thereto. In this Agreement the neuter gender includes the feminine and masculine, and singular number includes the plural, and the words “person” and “party” include corporation, partnership, firm, trust, or association wherever the context so requires. The recitals and captions of the sections and subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **Attorneys’ Fees.** If either party hereto incurs attorneys’ fees in order to enforce, defend or interpret any of the terms, provisions or conditions of this Agreement or because of a breach of this Agreement by the other party, the prevailing party, whether by suit, negotiation, arbitration or settlement shall be entitled to recover reasonable attorneys’ fees from the other party.

23. **Assignment.** Buyer may assign its rights under this Agreement or may designate a nominee to acquire title to the Property, provided, however, that any such assignment or designation shall not relieve Buyer of any of its obligations under this Agreement.
24. **Escrow Holder Need Not Be Concerned.** Escrow Holder is not to be concerned with Paragraphs 10, 11, and 12 hereof, and Buyer and Seller release Escrow Holder from liability or obligation as to Paragraphs 10, 11, and 12 hereof.

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

SELLER

[Signature]

RALPH L. WHITE

BUYER

REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body, corporate and politic

By: [Signature]

J. GORDON PALMER, JR.
Executive Director of the Redevelopment Agency of the City of Stockton

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY

By: [Signature]
EXHIBIT "A"
TENANT ESTOPPEL CERTIFICATE

DATE: ___________________________ at ___________________________ California

FACTS: (items left blank or unchecked are not applicable)
- Lease
- Month-to-month rental agreement
- Other: ___________________________, California

Dated: ___________________________, at ___________________________, California

Entered into by:
- Landlord: ___________________________
- Tenant: ___________________________

Recorded as document No. ___________, ___________, County Records, California

Regarding real estate premises referred to as: ___________________________

STATEMENT: Tenant certifies as follows:

1. The lease or rental agreement is:
   - Unmodified and in effect.
   - Modified and in effect under a modification agreement dated ___________________________

2. Tenant is in possession of the premises, and has not assigned or sublet any portion of the premises.

3. If the agreement is a lease, the current term is for ___________ years ending ___________________________
   - 3.1 Lease renewal/extension option term(s) run until ___________________________

4. The amount of monthly rent is $ ___________________________
   - 4.1 No incentives, bonuses, free rent, discounts or refunds on the rental amount were given Tenant, exempt:

   4.2 Rent is paid through the period ending ___________________________
   - 4.3 Tenant has not prepaid future rent, except the amount of $ ___________________________ for the rental period.
   - 4.4 No Tenant liens, claims, offsets or charges exist against Landlord, except:

5. A security deposit of $ ___________________________ is held by Landlord to cover any expenses or losses caused by Tenant's breach of the agreement.

6. Any improvements required to have been made by Landlord or Tenant have been satisfactorily completed.

7. No breach of the agreement by Landlord or Tenant presently exists.

8. Tenant holds no contract, option or right to buy any interest in the real estate.
   - 8.1 Tenant holds no right to lease additional or substitute space in the real estate.

9. Tenant has caused no lien or encumbrance to attach to the leasehold interest in the property.

10. Tenant understands this certificate will be relied on by a buyer of the property or a lender secured by the real estate.

   TENANT:
   I certify the above is true and correct.
   Date: ___________________________

   Name: ___________________________

   Phone: ( ) Fax: ( )

   Signature: ___________________________
EXHIBIT “B”
MEMORANDUM OF OPTION

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Stockton Redevelopment Agency
City Hall, Third Floor
425 N. El Dorado Street
Stockton, California 95202

SPACE ABOVE THIS LINE FOR RECORDER’S USE

MEMORANDUM OF OPTION

This Memorandum of Option ("Memorandum"), dated for reference purposes as _________, 2008 is executed in connection with that certain All Inclusive Purchase
And Sale Agreement And Escrow Instructions ("Agreement") dated
2008, by RALPH L. WHITE ("Optionor"), and the REDEVELOPMENT AGENCY OF
THE CITY OF STOCKTON, a public body, corporate and politic, ("Optionee").

For good and valuable consideration, Optionor hereby grants to Optionee an option
("Option") to purchase the Property described in the Agreement and as described in Schedule 1,
attached hereto, at a price and pursuant to the terms and conditions specifically set forth in the
Agreement. The Option shall remain in full force and effect until terminated in accordance with the
terms and conditions set forth in the Agreement.

This Memorandum is solely for providing constructive notice of the Option Agreement and
shall not be construed to supplement, amend, or otherwise modify the terms and conditions
contained in the Option Agreement.

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

OPTIONOR:

By: _____________________________
RALPH L. WHITE

Date: _____________________________

OPTIONEE:

REDEVELOPMENT AGENCY OF THE
CITY OF STOCKTON, a public body,
corporate and politic

By: _____________________________
J. GORDON PALMER, JR.
Executive Director of the Redevelopment
Agency of the City of Stockton

Date: _____________________________
Schedule 1

Description of 2110 S. Airport Way, Stockton, CA (Assessor’s Parcel Numbers 169-162-01)
EXHIBIT "C"
LETTER TO PROSPECTIVE TENANTS

MOVE-IN NOTICE TO PROSPECTIVE TENANT

Dear ______________: 

On ____________ (date) ____________, the Redevelopment Agency of the City of Stockton entered into an agreement with the Ralph L. White, owner of the property located at 2110 S. Airport Way Stockton, CA (Assessor’s Parcel Number 169-162-01) for the purchase of that property at some future date on or before July 1, 2018. The Agency’s acquisition of the property will require demolition of the improvements at this location and therefore all occupants will be required to move. This letter is intended to notify prospective tenants that if they choose to move into the subject property after the above date and are subsequently required to vacate by the Redevelopment Agency, they WILL NOT be eligible for relocation assistance and benefits that might otherwise be available under California Relocation Assistance Law, California Government Code section 7260 et seq. (the "CRAL") and the California Relocation Assistance and Real Property Acquisition Guidelines, Title 25, California Code of Regulations, chapter 6, section 6000 et seq. (the "Guidelines") nor under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) and/or section 104(d) of the Housing and Community Development Act of 1974, as amended.

This notice is to inform you of the following information before you enter into any lease agreement and/or occupy the property located at the above address:

✦ You may be displaced by the Redevelopment Agency.
✦ You will not be entitled to any relocation payments or assistance or for any costs or expenses you incur in connection with a move as provided under State and/or Federal law.

Please read this notification carefully prior to signing a rental agreement and moving into the property. If you should have any questions about this notice, please contact the Redevelopment Agency of the City of Stockton. Once you have read and have understood this notice, please sign the statement below if you still desire to lease the unit.

Sincerely,

__________________________
(name and title)

I have read the above information and understand the conditions under which I am moving into this project.

Print Name of Tenant(s)

__________________________
Signature(s)

__________________________
Address and Unit Number

__________________________
Date
RECORDING REQUESTED BY:

Old Republic Title Company

Order No.: 1211018381-DC
APN: 169-163-01, 169-151-010

When Recorded Mail Document and Tax Statements to:

Redevelopment Agency of the City of Stockton
425 N. El Dorado Street, 3rd Floor
Stockton, CA 95202

Grant Deed

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is $R & T 11922 Governmental Agency Acquiring Title
( ) computed on full value of property conveyed, or
( ) computed on full value less of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: (X) City of Stockton

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Ralph L. White, an unmarried man

hereby GRANT(S) to
Redevelopment Agency of the City of Stockton, a public body, corporate and politic

that property in City of Stockton, County of San Joaquin County, State of California, described as follows:
See "Exhibit A" attached hereto and made a part hereof.

Date: December 17, 2008

Ralph L. White

State of California

County of San Joaquin

On December 22, 2008 before me, N. Furtado, a Notary Public, personally appeared Ralph L. White, 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.

N. Furtado
Name
(typed or printed)

(Area reserved for official notarial seal)
EXHIBIT A

The land referred to is situated in the County of San Joaquin, City of Stockton, State of California, and is described as follows:

PARCEL ONE:

LOT A as shown upon Map entitled, Seven Oaks, Unit No. 1, filed for record June 13, 1946, in Volume 11 of Maps and Plats, Page 105, San Joaquin County Records.

Assessor’s Parcel Number: 169-151-01

PARCEL TWO:

LOT B, Tract No. 117, Parkview Terrace, according to the Official Map or Plat thereof, filed for record June 20, 1946, in Volume 11 of Maps and Plats, Page 108, San Joaquin County Records.

Assessor’s Parcel Number: 169-163-01
This is to certify that the interest in real property conveyed by the Grant Deed dated December 17, 2008, from RALPH L. WHITE, GRANTOR, to the REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body, corporate and politic, GRANTEE, is hereby accepted by the undersigned pursuant to the order of the Redevelopment Agency of the City of Stockton, adopted on April 24, 2001, by Resolution No. R01-022, and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated: 12/23/08

[Signature]

Paul Blumberg, Interim Director
Redevelopment Department
DATE: February 18, 2009

TO: Raeann Cycenas

FROM: Joe Mulligan, Sr. Real Property Agent
       Voice phone (209) 937-8059
       Fax phone (209) 937-5099

ITEM/S TRANSMITTED: Original Recorded Memorandum of Option
                     Ralph White

FOR: Option of APN # 169-162-01

REMARKS: The attached is for your records. Let me know if you have any questions.
Memorandum of Option

This is be-recorded to correct the APN under the legal description from 169-163-01 to 169-162-01
MEMORANDUM OF OPTION

This Memorandum of Option ("Memorandum"), dated for reference purposes as December 18, 2008 is executed in connection with that certain All Inclusive Purchase and Sale Agreement and Escrow Instructions ("Agreement") dated December 9, 2008, by RALPH L. WHITE ("Optionor"), and the REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body, corporate and politic, ("Optionee").

For good and valuable consideration, Optionor hereby grants to Optionee an option ("Option") to purchase the Property described in the Agreement and as described in Schedule 1, attached hereto, at a price and pursuant to the terms and conditions specifically set forth in the Agreement. The Option shall remain in full force and effect until terminated in accordance with the terms and conditions set forth in the Agreement.

This Memorandum is solely for providing constructive notice of the Option Agreement and shall not be construed to supplement, amend, or otherwise modify the terms and conditions contained in the Option Agreement.

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

OPTIONOR:

By: [Signature]
RALPH L. WHITE

Date: __________________________

OPTIONEE:

REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, a public body, corporate and politic

By: [Signature]
J. GORDON PALMER, JR.
Executive Director of the Redevelopment Agency of the City of Stockton

Date: 12/18/08
STATE OF CALIFORNIA)  
COUNTY OF SAN JOAQUIN)  

On Dec 19, 2008 before me, Karen A. Costa a Notary Public, personally appeared J. Grodin Palmer, Jr., 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.

[Notary Seal]

Karen A. Costa
Notary Public - California
San Joaquin County
My Comm. Expires Nov 10, 2011

Notary's Signature
Resolution No. R08-044

REDEVELOPMENT AGENCY

RESOLUTION AUTHORIZING ACQUISITION OF REAL PROPERTY LOCATED AT 2222 AND 2244 SOUTH AIRPORT WAY FROM RALPH L. WHITE; AUTHORIZING PURCHASE OF AN OPTION FOR ACQUISITION OF 2110 SOUTH AIRPORT WAY FROM RALPH L. WHITE; AUTHORIZING EXECUTION OF THE AGREEMENT AND RELATED DOCUMENTS; AND AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ACTIONS NECESSARY TO CARRY OUT THE PURPOSE AND INTENT OF THIS RESOLUTION

WHEREAS, the Amended South Stockton Redevelopment Plan was adopted on July 2, 2002, and, among other things, the Plan is intended to enable the Agency to implement a redevelopment program to improve housing conditions, revitalize commercial uses, and expand employment and homeownership opportunities within the 3,762-acre South Stockton Redevelopment Project Area; and

WHEREAS, in August 2003, the City created the Airport Corridor Action Team to assist in planning for neighborhood revitalization and the creation of economic stability in the vicinity of the Airport Way corridor and one of the Team’s recommendations has been the Agency’s acquisition of available properties which represent targets of opportunity for potential development uses which might be identified in the future; and

WHEREAS, the property located at 2110, 2222 and 2244 South Airport Way (Assessor’s Parcel Numbers 169-162-01, 169-163-01 and 169-151-01) consists of three commercially zoned parcels totaling approximately 2.85 acres on the east side of Airport Way between Seventh and Ninth Streets; and

WHEREAS, acquisition of the subject property is considered in conformance with the Airport Corridor Action Team’s concept of purchasing certain available properties which may lend themselves to future uses and will assist in meeting the objectives of the South Stockton Redevelopment Plan; and

WHEREAS, the property owner, Ralph L. White, has offered to sell a portion of the property to the Redevelopment Agency for the amount of $1,900,000; to donate another portion; and to sell an option for $100,000 that will grant the Redevelopment Agency the right to purchase the remainder portion in the future for $750,000 and has executed an all-inclusive purchase and sale agreement providing for the conveyance of the subject property to the Redevelopment Agency on a voluntary basis; now, therefore,

BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE CITY OF STOCKTON, AS FOLLOWS:

1. That the Redevelopment Agency of the City of Stockton hereby authorizes acquisition in fee title via Grant Deed the property located at 2222 South Airport Way (Assessor’s Parcel Numbers 169-163-01); authorizes the acceptance of the donation via Grant Deed of the property located at 2244 South Airport Way (Assessor’s Parcel Number 169-151-01); and authorizes the purchase of an option to purchase the property located at 2110 South

City Atty: 
Review 
Date October 1, 2008
Airport Way (Assessor’s Parcel Numbers 169-162-01) all as more particularly described in the Purchase and Sale Agreement and Escrow Instructions (the "Agreement"), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference.

2. That the Redevelopment Agency hereby approves the total purchase price of said real property to be acquired at this time for the sum of $1,900,000 plus up to $20,000 for miscellaneous closing costs, and approves the total price of $100,000 for purchase of an option to purchase, which provides for the right to purchase the remainder property for the sum of $750,000 at some future date, pursuant to the terms of the Agreement.

3. That the transfer of real property for valuable consideration of this acquisition is hereby authorized and approved as stated in the Agreement.

4. That the specific terms and conditions of this acquisition are as expressly provided in the attached Agreement and incorporated herein by this reference.

5. The environmental clearance and General Plan conformity for this project are covered by the environmental review for the Amended South Stockton Redevelopment Plan (FEIR 2-02/ISS-02/SCH 2001112106). The program Environmental Impact Report was certified by City Council on July 2, 2002.

6. In accordance with Section 85402 of the Government Code, this activity/project has been determined to conform to the City’s General Plan designation.

7. That the Executive Director is hereby authorized and directed to disburse the necessary funds in accordance with the provisions of the Agreement upon receipt of the proper and appropriate documents approved by the City Attorney.

8. That the Agreement with Ralph L. White is hereby approved.

9. That the Executive Director is hereby authorized and directed to execute the Agreement and any documents necessary to carry out the purposes hereof.

10. The Executive Director is hereby authorized and directed to take whatever actions are appropriate to carry out the purpose and intent of this resolution.

PASSED, APPROVED and ADOPTED DEG - 9 2008

EDWARD J. CHAVEZ, Chairperson
Redevelopment Agency of the City of Stockton

ATTEST:
KATHERINE CONG MEISNER; Secretary
Redevelopment Agency of the City of Stockton
EXHIBIT A

The land referred to is situated in the County of San Joaquin, City of Stockton, State of California, and is described as follows:

Lot A, Tract No. 117, Parkview Terrace, according to the Official Map or Plat thereof, filed for record June 20, 1946, in Volume 11 of Maps and Plats, Page 108, San Joaquin County Records. 169-162-01
APN: 169-162-01
November 22, 2016

City of Stockton
400 East Main Street, 4th Floor
Stockton, CA 95202
Attn: Janice Miller, Deputy Director

Re: South Airport Way & 8th Street

Enclosed please find the original executed ENRA per your request. Please let me know if you have any questions.

Fred J. Sheil, Administrator

gbr
EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT
FOR DEVELOPMENT OF THE AIRPORT WAY & EIGHTH STREET PROPERTY
WITH STOCKTONIANS TAKING ACTION TO NEUTRALIZE DRUGS (STAND)

This Agreement is made on November 7, 2016 by and between the CITY OF
STOCKTON, a municipal corporation, (hereinafter referred to as the “City”), and
STOCKTONIANS TAKING ACTION TO NEUTRALIZE DRUGS (STAND), a California
501(c)(3) Public Benefit Non Profit Corporation (hereinafter the “Developer”), collectively
referred to as “Parties”, on the terms set forth below:

1. During the term of this Agreement, City and Developer agree to negotiate,
diligently and in good faith, the terms and conditions of a Purchase Option and/or Sales
Agreement (“Purchase Agreement”) by and between City and Developer for the
development of certain real property (the “Site”) located within South Stockton. The Site is
described as San Joaquin County Assessor Parcel Numbers 169-163-01 and 169-151-01,
with addresses 2222 South Airport Way and 2244 South Airport Way respectively, as
shown on the map attached hereto as Exhibit “A” and incorporated herein by reference.

2. The obligation to negotiate in good faith requires the respective Parties to
communicate with each other with respect to those issues for which agreement has not
been reached, and in such communication to follow reasonable negotiation procedures,
including meetings, telephone conversations, and correspondence. The Parties understand
that final accord on all issues may not be reached.

3. Developer has submitted a project proposal (“Proposal”), a copy of which is
attached hereto as Exhibit “B” and incorporated herein by reference. The development is
more specifically described in the Proposal, but is generally described as a development
consisting of an urban mixed-use project that may contain retail, office space, high-density
affordable housing, parking elements, and/or open recreational community space. The
terms of the Purchase Agreement, including without limitation, the timing, assistance,
responsibilities, financing, and schedule for planning and construction of the proposed
project may be the subject of the negotiations.

4. City agrees, during the term of this Agreement, to refrain from consideration
of proposals from other developers for the Site. City further agrees to not solicit or entertain
proposals from others regarding acquisition and/or development of the Site during the term
of this Agreement. City may provide information that is publicly available regarding the Site
to any person or entity requesting information, but shall not provide any information or
details concerning the Developer’s evolving concept for the Site beyond what is contained
in Exhibit “B” in the Developer’s Proposal.

5. The Term (“Term”) of this Agreement shall be for a period of one hundred
eighty (180) days after the date of its approval by the Stockton City Council. Developer may
extend the term of this Agreement for an additional one hundred eighty (180) if the Parties
mutually agree that substantial progress has been made in negotiation of the terms of the
Purchase Agreement.
6. The Parties acknowledge that no real estate brokers and/or real estate agents have been or will be employed by either City or Developer in connection with this Agreement or the Purchase Agreement. If Developer has retained or in any other way become responsible to any broker, Developer shall be solely responsible for payment of any commission due and agrees to indemnify, defend and hold City harmless from any claims, including all defense costs and attorney’s fees, by any broker, agent, or finder retained by the Developer, or other similar person or entity claiming to have dealt with Developer.

7. This Agreement shall not obligate either the City or Developer to enter into any other agreement or an agreement containing any particular terms, to acquire any property, or to convey any property to Developer. Failure of the Parties to reach an agreement on the terms and conditions of a Purchase Agreement shall not, by itself, constitute a failure on the part of either party to negotiate in good faith. Developer understands and agrees that the concurrence of City staff to the terms and conditions of an agreement does not constitute the agreement of the City, and that the City cannot agree to enter into any agreement until a public hearing is held as required by law, a resolution approving the agreement has been adopted, and the City has fully executed the document. The Parties understand that the City reserves the right to exercise its discretion as to all matters which it is, by law, entitled or required to exercise its discretion, including, but not limited to, the approval of a final development and the approval of any and all plans, permits or any other acts or activities requiring the subsequent independent exercise of discretion by the City or any department thereof.

8. Any notices to be given shall be in writing and shall be effective either (a) when delivered in person to the recipient to whom addressed, or (b) three (3) business days after deposit in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed to the recipient at the address below, whichever is earlier:

To City:  
City of Stockton  
425 North El Dorado Street  
Stockton, California 95202  
Attn: City Manager

To Developer:  
STAND  
1209 E 8th Street  
Stockton CA 95206  
Attn: Virginia Gorman, Board President

Such addresses may be changed from time to time by written notice given in accordance with this section. No person shall refuse or evade delivery of any notice.

9. The Developer, and including but not limited to Developer’s contractors, subcontractors, architects and engineers, shall have the right of entry to the Site for testing and inspection purposes.
10. The Developer, without prior written approval of the City, shall not assign this Agreement. The City agrees that, notwithstanding the foregoing, the Developer may assign without the City’s prior written approval, but with thirty (30) days prior written notice to the City, its rights under this Agreement to a limited liability company, corporation, trust, or partnership of which the Developer and/or Developer’s principals own the majority beneficial interest and has operational control.

11. No member, official, employee, or contractor of the City shall be personally liable to the Developer in the event of any default or breach by City or for any amount, which may become due to Developer or on any obligations under the terms of the Agreement. Further, no director, officer, or employee of the Developer shall be personally liable to the City in the event of any default or breach by Developer or for any amount, which may become due to City or on any obligations under the terms of the Agreement.

12. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

13. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the City and the Developer.

14. This Agreement may be executed in counterparts, each of which, after all the Parties hereto have signed this Agreement, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

15. In the event any section or portion of this Agreement shall be held, found, or determined to be unenforceable or invalid for any reason whatsoever, the remaining provisions shall remain in effect, and the Parties hereto shall take further actions as may be reasonably necessary and available to them to effectuate the intent of the Parties as to all provisions set forth in this Agreement.

16. Developer acknowledges and agrees that the City is a public entity with a responsibility and, in many cases, legal obligation to conduct its business in a manner open and available to the public. Accordingly, any information provided by the Developer to the City with respect to the Site, the Development or Developer may be disclosed to the public either purposely, inadvertently, or as a result of a public demand or order. With respect to any information provided that the Developer reasonably deems and identifies in writing as proprietary and confidential in nature, the City agrees to exercise its best efforts to keep such information confidential as allowed by law.
17. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

18. The undersigned represent and warrant that they are each authorized to execute this Agreement by the party on whose behalf they have signed.

"CITY"

ATTEST:

City Clerk

City Manager

Approved as to form and content:

City Attorney

"DEVELOPER"

Approved as to form:

Counsel for Developer

STAND, a California 501(c)(3) Public Benefit Non Profit Corporation

Virginia Gorman, Board President
Exhibit “A”

PROJECT SITE MAP

Airport Way & Eighth Street Site

2222 S. Airport Way & 2244 S. Airport Way
Stockton, CA 95206
APN(s): 169-163-01 & 169-151-01

Site Data

- General Plan Designation: Commercial
- Zoning: Commercial, General
- Existing Use: Vacant Lot/Land
- Site Size: consists of two contiguous parcels totaling 1.6 acres (69,696 square feet)
Exhibit “B”

PROPOSAL

The lead organization on this project is the non-profit affordable housing developer, Stocktonians Taking Action to Neutralize Drugs (STAND). STAND has been in existence for over 25 years and has worked diligently to develop creative solutions to improve the viability of the neighborhoods surrounding the South Airport Way and 8th Street site through the development of safe and accessible housing.

STAND has assembled a group of well-known and experienced organizations and companies to serve as partners on this project. These partners include but are not limited to the Public Health Department of San Joaquin, Dignity Health, the Housing Authority of the County of San Joaquin, T.W. Hull Co., Inc., and Property Management Experts, Inc. Together, this coalition of established local stakeholders is committed to embracing innovative solutions to revitalize the Airport Way Corridor.

STAND’s involvement along the corridor has been focused on purchasing underinvested homes, remodeling them, and selling them to qualifying low-income families. STAND has remodeled and sold 46 homes to families in the Fairview Terrace neighborhood since 1997, and last year purchased 10 additional homes near the South Airport Way and 8th Street site through a partnership with the City of Stockton.

STAND proposes to acquire the site and build a mixed-use project that will incorporate elements of commercial space, affordable housing, and open community space. The design concept connects three buildings in a unified rustic aesthetic with a frontage facade along South Airport Way and an urban plaza that includes a shallow amphitheater and programmable event spaces. The concept will incorporate a community anchor to be called the South Stockton Public Market. The featured 6,000 square foot indoor market hall will be reminiscent of the Ferry Building in San Francisco, San Pedro Square Market in San Jose, or Oxbow Public Market in Napa. The market will feature indoor and outdoor kiosks to be used for local merchants or startup food and specialty product businesses, surrounded by ample seating. Large roll up garage doors open up the market to the shaded outdoor spaces.

Above the market hall, on the second floor, residential units are planned and office space for non-profit organizations that can activate the building with other public uses like training workshops, health clinics, civic engagement, and recreational events. National anchor tenants, will occupy approximately 2,000 square feet of space each, connected to the community anchor, South Stockton Public Market.

The three buildings are being proposed to be constructed in phases, with the South Stockton Public Market and one anchor tenant building as Phase 1, and the second anchor tenant to be constructed in Phase 2.

With an average daily traffic count of nearly 17,000 vehicles at this intersection, there is a great demand for additional retail opportunities along the corridor. With the proximity to Downtown Stockton, Highway 4, and the adjacent residential neighborhoods in South Stockton, an expanded retail development on this site would benefit many daytime employees, evening commuters, and weekend residents.
April 25, 2017

Virginia Gorman
Board President
STAND
1209 East 8th Street
Stockton, CA 95206

**2222 AND 2244 SOUTH AIRPORT WAY, STOCKTON CA**

On November 7, 2016, the City of Stockton entered into a 180-day Exclusive Negotiating Rights Agreement with **STOCKTONIANS TAKING ACTION TO NEUTRALIZE DRUGS (STAND)** to negotiate the purchase and development of the City-owned property at 2222 and 2244 South Airport Way.

Based on the predevelopment work that has been done and the concept of the proposed project, the City hereby agrees to extend the Agreement an additional 180-days. The extension will allow additional time for negotiations and for STAND and its partners to propose an instrument to complete a real estate transaction with the City and development of the subject property.

If you have any questions regarding this matter, please contact me at (209) 937-8810.

[Signature]

MICAH RUNNER, DIRECTOR
ECONOMIC DEVELOPMENT DEPARTMENT

MR:JM:slw

cc: Fred Sheil, STAND Administrator
    Janice Miller, Deputy Director
EXTENSION OF OPTION TO PURCHASE AGREEMENT

This Extension is made on April 2, 2020, by and between the Stocktonians Taking Action to Neutralize Drugs, a 501 (c)(3) non-profit corporation ("Buyer"), and the CITY OF STOCKTON, a California municipal corporation ("City" or "Seller"), on the terms set forth below:

A. On April 17, 2018, the City Council approved an Option to Purchase Agreement ("Agreement") with Stocktonians Taking Action to Neutralize Drugs for City-owned property at 2222 South Airport Way and 2244 South Airport Way.

B. Buyer intends to construct a health clinic, as well as a combination of office space, public gathering space, affordable housing and/or retail services.

C. On May 10, 2018 Buyer and Seller executed the Option Purchase Agreement for a period of two-years.

D. Agreement expires on May 10, 2020, and Buyer desires to extend it.

E. The Buyer and Seller (together the "Parties") agree to extend the term of the Agreement based on the reasonable progress being made in the development of the site and to allow Buyer additional time to conduct its due diligence.

AMENDMENT

The Option to Purchase Agreement is hereby amended as follows:

1. Pursuant to Section 17, Parties hereby agree that the term of the Agreement shall be extended for an additional three (3) years from the expiration date of the executed Option Agreement, which is May 10, 2020. The three-year extension will expire on May 10, 2023.

2. All other terms and provisions of the original Option to Purchase Agreement are unchanged and remain in full force and effect.
3. The undersigned represent and warrant that they are each authorized to execute this Agreement by the party on whose behalf they have signed.

IN WITNESS WHEREOF, the SELLER and BUYER have executed this Amendment as of the date first above written.

SELLER:

CITY OF STOCKTON, a municipal corporation

By: [Signature]

HARRY BLACK, CITY MANAGER

Dated: 4/2/2020

ATTEST:

By: [Signature]

ELIZA R. GARZA, CMC
CITY CLERK

Dated: 4/3/2020

APPROVED AS TO FORM AND CONTENT:

JOHN M. LUEBBERKE
CITY ATTORNEY

By: [Signature]

DEPUTY CITY ATTORNEY

Dated: 3/31/2020

BUYER:

Stocktonians Taking Action to Neutralize Drugs (STAND), a 501 (c)(3) non-profit corporation

By: [Signature]

FRED SIEHL, ADMINISTRATOR

Dated: 3-26-2020
**CONTRACT ROUTING FORM**

**Contract Number**: 2018-04-17-1104 P

**CITY CONTRACT TYPE** (select one)
- [ ] Original
- [ ] Amendment/Change Order
- [ ] Grant
- [ ] Subdivision Agreement
- [ ] Other

**CONTRACT INFORMATION**
- **Contract Amount**: $ n/a
- **Contract Title**: Option Agreement Extension - 2222/2244 S Airport Way
- **Vendor/Other Party**: Stocktonians Taking Action to Neutralize Drugs (STAND)
- **Contract Start Date**: March 2020
- **Contract End Date**: 5/10/2023
- **Contract Term**: 3 years

**COUNCIL APPROVAL REQUIRED?**
- [ ] Yes
- [ ] No (provide account # if no)

Council approval required for contracts over $75,000 for FISCAL YEAR: 19/20

**Motion/Resolution/Ordinance No**: 2020-03-24-1105

**REQUIRED DOCUMENTS** (The following documents shall be submitted with the signed contract when required):
- [ ] Business License Required?
  - [ ] Yes
  - [ ] No
  - Business License No.
- [ ] Bonds Required?
  - [ ] Yes
  - [ ] No
- [ ] Insurance Required?
  - [ ] Yes
  - [ ] No
- [ ] Notary Required?
  - [ ] Yes
  - [ ] No
  - Recodation Required?
  - [ ] Yes
  - [ ] No

**Mandatory Routing Order**

1. **DEPARTMENT**: Economic Development

**DEPARTMENT HEAD APPROVAL**
- [ ] Project Mgr: Amanda Thomas ext: 7540
- [ ] Staff: Adelaída Gonzalez ext: 7569
- **ATTORNEY’S ELECTRONIC 3/26/2020**
- **by SUSAN L. WILL**

2. **PROCUREMENT**
- **NOT REQUIRED FOR THIS PROJECT**

3. **VENDOR/OTHER PARTY**
- [ ] Signed ( ) originals:
- [ ] Forwarded to:

4. **RISK SERVICES**
- **NOT REQUIRED FOR THIS PROJECT**

5. **CITY ATTORNEY**
- Approved as to Form and Content on: 3/31/20
  - by:

6. **CITY MANAGER**
- Signed by City Manager on: 4/1/20
  - Forwarded to:
  - on: 4/2/20
  - by:

7. **CITY CLERK**
- City Clerk attested on: 4/3/20
  - Returned (1) original(s) to dept: 4/12/20
  - Retained (2) original(s) for City’s file. Hard Copy on file? Yes [x] No [ ] OB #

8. **ORIGINATING DEPARTMENT**: Economic Development

- Requisition No.
- Original sent to vendor on:

9. **PROCUREMENT**: Purchase Order No. PUR No.
MEMORANDUM

March 26, 2020

TO: Harry Black, City Manager
FROM: Janice Miller, Assistant Director
Economic Development Department

SUBJECT: STOCKTONIANS TAKING ACTION TO NEUTRALIZE DRUGS OPTION AGREEMENT EXTENSION – 2222/2244 S AIRPORT WAY

On March 24, 2020 by Resolution 2020-03-24-1105 the City Council authorized an amendment to extend the Option Agreement with Stocktonians Taking Action to Neutralize Drugs (STAND) for City-owned property at 2222 & 2244 South Airport Way (APNs 169-163-01 & 169-151-01). The Option Agreement will expire May 10, 2020 and the developer wishes to extend the agreement for an additional three (3) years through May 10, 2023.

The Option Agreement extension is attached for your review and signature. If you would like to discuss this further, please contact me at extension 8862.

[Signature]

JANICE MILLER, ASSISTANT DIRECTOR
ECONOMIC DEVELOPMENT DEPARTMENT

JM:at

Attachment
APPROVE AMENDMENT OF OPTION AGREEMENT WITH STOCKTONIANS TAKING ACTION TO NEUTRALIZE DRUGS (STAND)

RECOMMENDATION

It is recommended that the City Council adopt a resolution:

1. Authorizing an amendment to extend the Option Agreement with Stocktonians Taking Action to Neutralize Drugs for City-owned property at 2222 and 2244 South Airport Way; and

2. Authorize the City Manager, or designee, to take necessary and appropriate actions to carry out the purpose and intent of the resolution.

Summary

City Council approved a two-year Purchase Option Agreement with Stocktonians Taking Action to Neutralize Drugs (STAND) on April 17, 2018 (Attachment A - Resolution 2018-04-17-1104), and the City Manager executed the agreement on May 10, 2018, for the sale of the City-owned real estate at 2222 and 2244 South Airport Way (Attachment B - Vicinity Map). The developer, STAND, intends to construct a health clinic, as well as office space, public gathering space, affordable housing and/or retail services.

The Option Agreement will expire on May 10, 2020, and the developer desires to extend it for an additional three (3) years through May 10, 2023. Pursuant to Section 17 of the Agreement, the Agreement may be amended only by written approval of both parties. The extension will allow the developer additional time to conduct its due diligence.

DISCUSSION

Background

Through the dissolution of Redevelopment in 2012, the former Redevelopment Agency was required to implement a Long-Range Property Management Plan, with a detailed description of each property that is owned, and the plan to develop the existing properties for disposition or how they would be held for future development. The plan was approved by the State of California in December 2015.

In addition, the 2015 Council adopted City of Stockton Economic Development Strategic Plan outlining a Neighborhood Revitalization Program as part of the implementation plan. It focuses on utilizing existing City resources (e.g., publicly-owned development sites) as one way to bring much-needed revitalization to the South Stockton neighborhood.
In May 2016, a Request for Interest seeking proposals from parties interested in developing City-owned properties located at 2222 South Airport Way (APN 169-163-01) and 2244 South Airport Way (APN 169-151-01) was issued by the City. After review by a selection committee and recommendation of City staff, the City Council approved an ENRA between the City and STAND on October 18, 2016, to allow staff to negotiate specific terms associated with a Purchase Option Agreement for the above-mentioned parcels.

City Council approved a Purchase Option Agreement on April 17, 2018, and the City Manager executed the agreement on May 10, 2018 (Attachment C - Option Agreement.). The terms of the Option Agreement for the purchase of City-owned property located at 2222 South Airport Way and 2244 South Airport Way will continue with the proposed extension. Below are the major deal points:

- Purchase Price: $1.00 for both parcels
- Lot Size (both parcels): 1.6 acres
- Closing costs: Paid 100% by STAND
- Environmental Reimbursement: Up to $47,000 paid to City at the close of escrow

Since STAND intends to develop the subject properties for the economic and social benefit of the surrounding neighborhood, Council approved that the property be sold for $1.00. The project, particularly the health clinic and community space, would not come to fruition due to funding shortfalls should the City sell the property at market value.

The existing Agreement also stipulates that should STAND fail to obtain building permits for construction of the project as described within five years of the City conveying the property, the City shall have the right to repurchase the property for the original $1.00 purchase price. The City also has the right to repurchase the property for $1.00 should STAND fail to commence construction of said project within six months of building permit issuance. The City’s right to repurchase the subject parcels at the original purchase price shall not be subject to or limited by any mortgage or debt recorded against said parcels unless agreed upon by the City to allow STAND to encumber costs associated with any potential environmental remediation against the subject parcels.

**Present Situation**

The developer, STAND, desires to extend the Option Agreement for an additional three years through May 10, 2023. Pursuant to Section 17 of the Agreement, the Agreement may be amended only by written approval of both parties. As such, it is recommended that Council approve a three-year extension to the Option Agreement commencing on May 10, 2020, and expiring on May 10, 2023. The terms of the original Option Agreement will remain the same with this extension.

The developer is proposing to develop the site for the economic and social benefit of the surrounding neighborhood, which will include a health clinic, as well as a combination of non-profit and/or social services office space, community meeting and public gathering space, affordable housing and/or retail services that serve the nearby community. The extension will allow the developer additional time to conduct its due diligence.
Notification

As required, a "Notice of Intent to Grant or Sell Real Property Interest" in accordance with the provisions of Article V, Section 510, of the Charter of the City of Stockton, was advertised in the legal notice section of The Record on March 12, 2020.

FINANCIAL SUMMARY

Net proceeds from the sale of the subject City-owned parcels must be remitted to the San Joaquin County Auditor-Controller for disbursement to the taxing entities in accordance with the Long-Range Property Management Plan. The proceeds will be deposited into the Liability Fund Account No 633-0000-461 and remitted to the San Joaquin County Auditor-Controller. Reimbursement for the Phase II environmental study will be deposited into the General Fund Reimbursements Account No. 010-1760-371.

Attachment A - Resolution 2018-04-17-1104
Attachment B - Vicinity Map
Attachment C - Option Agreement
Resolution No. 2020-03-24-1105

STOCKTON CITY COUNCIL

RESOLUTION APPROVING AN AMENDMENT TO THE OPTION AGREEMENT BETWEEN THE CITY OF STOCKTON AND STOCKTONIANS TAKING ACTION TO NEUTRALIZE DRUGS, FOR A PROPOSED MIXED-USE RETAIL DEVELOPMENT PROJECT IN SOUTH STOCKTON

The City of Stockton (the "City") owns property in South Stockton, inclusive of County Assessor Parcel Numbers 169-163-01 and 169-151-01, more specifically 2222 South Airport Way and 2244 South Airport Way; and

Stocktonians Taking Action to Neutralize Drugs, a 501 (c)(3) non-profit corporation, (the "Developer") has submitted a proposal for the above subject parcels which includes construction of a mixed-use, infill development project; and

The City supports the proposed project and the Council approved a Purchase Option Agreement with the Developer on April 17, 2018, and the City Manager executed the agreement on May 10, 2018; and

Developer desires to amend the Option Agreement to extend the Agreement an additional three years; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The City Manager is authorized to execute an Amendment to the Option Agreement with Stocktonians Taking Action to Neutralize Drugs, which is attached hereto as Exhibit 1 and incorporated by this reference.
2. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, AND ADOPTED March 24, 2020

MICHAEL D. TUBBS
Mayor of the City of Stockton

ATTEST:

ELIZA R. GARZA, CMS
City Clerk of the City of Stockton
Leisel Hart

From: Esther Gilliland
Sent: Thursday, March 26, 2020 3:21 PM
To: Leisel Hart; Ryan Meyerhoff
Subject: Re: Electric Contract Routing - STAND

Thanks Ryan. We will see who can come in and sign it early next week.

Get Outlook for Android

From: Ryan Meyerhoff <Ryan.Meyerhoff@stocktonca.gov>
Sent: Thursday, March 26, 2020 3:17:45 PM
To: Esther Gilliland <Esther.Gilliland@stocktonca.gov>; Leisel Hart <Leisel.Hart@stocktonca.gov>
Subject: Re: Electric Contract Routing - STAND

Good afternoon!

This is approved & fine for signature.

From: Susan Will <Susan.Will@stocktonca.gov>
Sent: Thursday, March 26, 2020 3:09 PM
To: Esther Gilliland <Esther.Gilliland@stocktonca.gov>; Leisel Hart <Leisel.Hart@stocktonca.gov>; Ryan Meyerhoff <Ryan.Meyerhoff@stocktonca.gov>
Cc: Courtney Christy <Courtney.Christy@stocktonca.gov>; Magda Colon <Magda.Colon@stocktonca.gov>; Patty Vasquez <Patty.Vasquez@stocktonca.gov>; Amanda Thomas <Amanda.Thomas@stocktonca.gov>; Janice Miller <Janice.Miller@stocktonca.gov>
Subject: Electric Contract Routing - STAND

Attached for the routing process is an Extension Agreement with STAND. It is ready for legal review. Procurement and Risk are not required since this is regarding property. I've crossed them off on the routing form. I also indicated that it was being sent electronically.

Once approved by Ryan, can you please print a hard copy for his signature and then forward to the City Manager's Office.

If you need additional information, please let me know.