SUMMARY

The proposed DDLA establishes the terms of the sale of the City-owned hotel site to 2205 Railroad Avenue, LLC (Presidio), and terms for a loan to acquire an approximately 0.77-acre property to develop a parking facility. Presidio is proposing to develop a 125-135-room hotel and related amenities consistent with the City Council's approved plan for Downtown.

The Disposition and Development Agreement approved by the City Council in 2018 includes commencement of construction in June 2020 and opening of the hotel in December 2021. However, the 2018 Referendum challenging the Council's approval of a Specific Plan Amendment to allow a four-story hotel, the 2019 Referendum challenging the Council's approval of a Development Agreement for the hotel, and the 2019 Central Park Plan Initiative to change the land uses across the City's Downtown Core Site caused significant delay to the hotel project. Increasing construction costs over the course of the delay led to a determination that an underground parking garage was no longer feasible. Initially included in the 2019 Specific Plan Amendments adopted in response to the 2018 Referendum, the proposed DDLA now includes acquisition of an additional property nearby to construct, operate, and maintain a surface parking facility rather than construct an underground parking garage.

The DDLA secures additional public benefits and improvements including contributing to the maintenance of Stockmen's Park, allowing public access to the roof-top deck, providing public valet parking, developing and operating a private joint solid waste facility for the Livermore Valley Center, and constructing sidewalk and median improvements along South Livermore Avenue.

This staff report outlines the main deal points for the DDLA. Staff anticipates Planning Commission and City Council review of the Downtown Design Review application for the hotel and site design in Spring of 2022. The proposed hotel and parking uses are consistent with the Downtown Core Plan approved by the City Council in 2018. The proposed hotel will complete development of the Livermore Valley Center and stimulate new investment in the Downtown.

DISCUSSION

Background

On July 27, 2016, the City entered into an Exclusive Negotiating Rights Agreement (ENRA) with Presidio to establish procedures and standards for the negotiation of a Purchase and Sale Agreement for disposition and development of a downtown hotel. The City Council extended the ENRA with Presidio throughout the public engagement and plan development process for the new Downtown Core plan. On February 26, 2018, the City Council adopted Resolution 2018-024 authorizing the execution of a Hotel Term Sheet with Presidio for the preparation of a Disposition and Development agreement for a downtown hotel.

On September 10, 2018, the City Council adopted Resolution 2018-154 approving Specific Plan Amendment 18-001 (the "September 2018 Amendments") to facilitate the phased implementation of the approved Downtown Plan and provisions to allow up to a four-story hotel. At this same meeting, the City Council adopted Resolution 2018-155 approving Downtown Design Review for a four-story, 133-room hotel on the southeast corner of Railroad and South Livermore Avenue.

On October 11, 2018, the City received a referendum petition entitled "Referendum Against Portions of a

Resolution Passed by the City Council Resolution No. 2018-154" (hereinafter "Referendum"). The Referendum challenged three portions of the September 2018 Amendments, specifically the amendments to Chapter 5 (Development Standards –Core), Chapter 7 (Circulation and Transportation), and Chapter 8 (Parking Standards).

On November 26, 2018, the City Council adopted Resolution 2018-200 accepting certification by the City Clerk as to the sufficiency of signatures on the Referendum. The Council's successive adoption of Resolution 2018-201 repealed the Specific Plan Amendments listed in the referendum petition (Chapters 5,7 and 8) and confirmed that the remaining amendments to the Downtown Specific Plan approved by Resolution No. 2018-154 remain in effect.

Specifically, the Council's adoption of Resolution 2018-201 repealed the three challenged portions of the September 2018 Amendments, reverting the following chapters to the versions that existed before the September 2018 Amendments:

Chapter 5 – Development Standards – Core
Chapter 7 – Circulation and Transportation
Chapter 8 – Parking Standards

The Council's adoption of Resolution 2018-201 also confirmed that the September 2018 Amendments to the following chapters, not having been protested by the Referendum, remain effective, valid, and enforceable:

Chapter 1 – Orientation
Chapter 2 – Existing Conditions
Chapter 3 – Revitalization Strategy
Chapter 4 – Land Use and Development Policies
Chapter 10 – Implementation
Chapter 11 – Financing

The repeal of the September 2018 Amendments to Chapters 5, 7, and 8 necessitated several adjustments to the Downtown Plan. The adjustments included reduced building heights for the hotel and the L Street parking structure, requiring two-story buildings adjacent to Blacksmith Square, and an adjustment to the land use standards to accommodate additional surface parking. The remaining components of the Downtown Plan were consistent with the Specific Plan that existed before the September 2018 Amendments.

California Elections Code section 9241 provided that, until November 27, 2019 (one year from the repeal), the City could not readopt the same amendments to Chapters 5, 7, and 8 that were challenged by the Referendum. However, the City could consider amendments to the same chapters within the one-year repeal period, provided the amendments were different from the previous amendments and avoid the objections made to the previous amendments. On May 13, 2019, within the one-year time frame, the City Council readopted amendments to Specific Plan Chapters 5, 7, and 8, that were outside the Referendum's issues of concern, including provision of additional parking and the removal of the regional theater from the Downtown Specific Plan. Due to rising construction costs during the delay caused by the 2018 Referendum, the provision of between 70 to 150 parking spaces in a new public or private parking facility accessed from K Street was included in the project at that time as an alternative to an underground parking garage. Removal of the regional theater language was also included in the

amendments to the Specific Plan that were not challenged.

On July 29, 2019, the City Council adopted Resolution 2019-137 accepting the City Clerk's certification that the petition entitled "Citizen's Initiative Changing Development Regulations in Downtown Livermore and Amending Regulations to Allow Housing at the Civic Center" contained the sufficient number of signatures required to qualify it for the ballot. On August 26, 2019, the City Council adopted Resolution 2019-142 calling for and giving notice of the holding of a general election for the submittal of an initiative petition entitled: "Citizen's Initiative Changing Development Regulations in Downtown Livermore and amending regulations to allow housing at the Civic Center" to the voters of the City of Livermore and consolidating that election with the general municipal election to be held Tuesday, November 3, 2020.

On July 22, 2019, the City Council introduced an ordinance approving a development agreement with 2205 Railroad Avenue LLC for the Wine Country Hotel at the Bankhead project (Development Agreement 19-001). The ordinance was adopted as Ordinance No. 2089 on second reading by the City Council on July 29, 2019.

On August 28, 2019, a referendum petition entitled "Referendum Against Ordinance No. 2089 Passed by the City Council (Development Agreement 19-001)" was filed with the City Clerk, seeking to repeal the ordinance.

On September 20, 2019, the Alameda County Registrar of Voters certified the sufficiency of the signatures for that referendum.

On October 14, 2019, the City Council adopted Resolution No. 2019-162, calling for and giving notice of holding a special municipal election to be held on March 3, 2020, for the purpose of submitting Ordinance No. 2089, approving a development agreement for the Wine Country Hotel at the Bankhead project (Development Agreement 19-001), to the voters for approval. That ballot measure was designated Measure P on the ballot for the March 3, 2020 election.

On March 3, 2020, Livermore voters passed Measure P by over a 2/3 majority vote in favor - approving the development agreement between the City and Presidio to build the downtown hotel. On May 11, 2020, the City Council readopted the Specific Plan Amendments to Chapters 5, 7, and 8 that were challenged by the Referendum, with the exception of the amendments related to the boutique hotel site at the southeast corner of Railroad Avenue and South Livermore Avenue. At the same meeting, City Council directed staff to return with another Specific Plan Amendment to reintroduce the hotel amendments.

On October 26, 2020, the City Council adopted Resolution 2020-179 approving another Downtown Specific Plan Amendment to reestablish the four-story height limit for the hotel and enable implementation of the approved boutique hotel consistent with the approved Downtown Plan.

Disposition, Development and Loan Agreement

The proposed DDLA establishes the terms of the sale of the City-owned hotel site to Presidio. The City will sell the property to Presidio at a price of $71,521 to develop a hotel with a quality that meets or exceeds the quality of Marriot AC, Marriot Autograph Collection, Hilton Canopy, and the Curio Collection by Hilton. Hotel quality would be subject to evaluation by a hotel consultant to confirm the proposed hotel meets or exceeds the quality of the above listed hotel brands. The hotel will include between 125-135

rooms, with an approximately 3,300 square foot bar/lounge, 1,500-2,000 square foot meeting space, rooftop deck, fitness center, outdoor pool, and an open courtyard and patio.

The DDLA adds a number of conditions to the development of the hotel project and in return recognizes the effect the cost of these restrictions have on the value of the land along with the fees applied to the project. Among these conditions is the requirement that Presidio participate in a Community Facility Maintenance District for Downtown Improvements (CFMD), which will help to fund the ongoing maintenance of Stockmen's Park. Starting one year after the hotel begins operation, Presidio will contribute to the Community Facilities Maintenance District for Stockmen's Park at an initial rate of $30,000 annually, escalating at CPI plus one percent.

Additional provisions in the DDLA that are recognized in the cost of property purchase and hotel development include the following conditions:

- Construction of the public road way and parking spaces on the hotel site, including public Americans with Disabilities Act (ADA) accessible spaces,
- Removal of the existing temporary solid waste compactor facility, and construction, operation and management of a joint solid waste facility that will serve the uses in the Livermore Valley Center including the Bankhead Theater and Plaza, First Street & Railroad Mixed Use Projects, and Livermore Cinema,
- Lease of the hotel site and off-site parcel for public parking until the hotel commences construction, and
- Public access to the rooftop deck.

The previously approved hotel project included a public underground parking garage with 120-spaces. The underground garage is no longer feasible due to the increase in construction, operation and maintenance costs during the delay in constructing the project. Presidio has entered into a purchase and sale agreement with the owner of 2080 Railroad Avenue, formerly occupied by Valley Pool Center. Presidio will be obligated to acquire this property and construct a parking facility that will ultimately serve the hotel and be available for public valet parking. If additional parking is required, the DDLA obligates the City to provide up to 30 parking spaces for valet use in other city parking facilities. The City would lease the 2080 Railroad property for public parking until the hotel opens. The DDLA includes a loan secured by the property to Presidio for $1,923,750 to cover approximately 94 percent of the purchase price for this property. Presidio will pay off the loan with a lump sum payment, plus interest, when the hotel opens. Staff is recommending a supplemental appropriation in the amount of $1,923,750 to be directed to the Site Acquisition Loan described in the DDLA for Presidio to acquire 2080 Railroad Avenue.

The DDLA establishes a new timeline for the hotel project. Planning Commission and City Council review of the site plan and hotel design will occur in March and April, 2022, respectively. Transfer of the property from the City to Presidio will occur in April, 2022. The performance schedule allows up to 16 months from property transfer to submittal of building permits. Construction commences no later than second quarter (May) 2024, and the hotel opening would be no later than the fourth quarter (December) 2025. Required building permit review/issuance, construction, and hotel opening milestones are outside dates for completion. Achievement of these milestones is likely to occur before these outside dates.

The sales price of $71,521 and some fee credits reflect the cost of Presidio's participation in the CFMD,

the provision of public roadway and parking facilities, construction and management of a joint solid waste facility, publicly accessible rooftop deck facilities, restrictions on quality and design, and the schedule of performance for completion of construction.

The approval of this DDLA will allow the downtown hotel identified in the approved Downtown Plan to move forward and be developed in a manner that is consistent and compatible with the Livermore Valley Center. Together with the Bankhead Theater, First Street/Railroad Avenue Commercial Projects, Livermore Cinema, Plaza, and parking garage, the hotel will contribute to successful Downtown revitalization.

Surplus Land Act

The Surplus Land Act under Government Code 54221(b)(2) and Surplus Land Act Guidelines dated April 2021 (Guidelines), Section 103 identify conditions under which disposition of publicly-owned land is exempt from the Surplus Land Act. Generally, land designated in a long-range property management plan is not subject to the requirements of the Guidelines if a legally binding agreement for disposition of the property is entered into not later than December 31, 2020, and disposition is completed by December 31, 2022.

Staff has determined that the sale of the hotel parcels to 2205 Railroad Avenue LLC is exempt from the Surplus Land Act based upon the following circumstances:

- The Livermore Successor Agency's Long Range Property Management Plan identifies this property for use as a hotel.
- The initial DDA was approved before December 31, 2020.
- Disposition of the property will be complete by April, 2022.

On December 21, 2021, staff notified the California Department of Housing and Community Development ("HCD") that it determined the hotel parcels were exempt from the Surplus Land Act.

Environmental Determination

The hotel project was included in the scope of the the addendums to the Downtown Specific Plan 2009 Subsequent Environmental Impact Report that were adopted by City Council on September 10, 2018 by Resolution 2018-153, May 13, 2019 by Resolution 2019-064, and October 26, 2020 by Resolution 2020-178, the categorical exemption for infill development for the Downtown Hotel Term Sheet dated February 26, 2018, and the 2004 Downtown Specific Plan Environmental Impact Report. No new or more severe significant impacts were identified for the project that were not identified in the 2004 Final EIR and 2009 Subsequent EIR, and no new mitigation measures would be required for the downtown plan. For all environmental topics addressed in the addendums, there were no substantial changes in environmental circumstances that would result in new or more severe significant environmental effects than were identified and evaluated in the 2004 Final EIR and 2009 Subsequent EIR.

FISCAL AND ADMINISTRATIVE IMPACTS

Staff is requesting a supplemental appropriation from the General Fund in the amount of $1,923,750 to be directed to the Site Acquisition Loan described in the DDLA. The term of the loan will start on the date of loan dispersal, anticipated to be no later than February 15, 2022, and terminate no later than

December 31, 2025. The loan will carry an annual simple interest rate of 3.5%. The principal and interest accrued on the loan will be paid back to the City in a lump sum payment within three months of the completion of hotel construction, as determined by the issuance of the certificate of occupancy, or by December 31, 2025, whichever is sooner.

Implementing the terms of the Disposition and Development Agreement outlined above will enable development of the downtown hotel site, contributing to the economic vitality of Downtown Livermore. The proposed project will pay $71,521 for the land and approximately $3.7 million in development impact fees to offset the additional costs of development impacts.

Presidio will also contribute $30,000 annually to the Stockmen's Park Community Facility Maintenance District. This contribution will adjust annually consistent with CPI plus one percent. The development will generate revenue from property tax, sales tax, and transient occupancy tax that will further offset related municipal services.

The $71,521 purchase price paid to the City for acquisition of property at 2205 Railroad Avenue will be sent to the County for remittance to the affected taxing entities. The City will receive approximately $12,558 (or 17.56% of the total proceeds).

ATTACHMENTS

1. Resolution
2. Exhibit A - Plat & Legal Description Hotel Parcel
3. Exhibit B - City Council Resolution 2018-155
4. Exhibit C - City Council Resolution 2018-156
5. Resolution
6. Exhibit A - Amended and Restated Disposition, Development and Loan Agreement

Prepared by: Steve Stewart
Planning Manager

Approved by:

Marc Roberts
City Manager

Fiscal Review by:

Bhavna Chaudhary
City Treasurer/Finance Manager

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION DECLARING THAT TWO CITY-OWNED PARCELS ARE EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTION 54221

The City of Livermore is the owner in fee simple of two parcels of land; Parcel A (hereinafter "Parcel A") and Subsurface Parcel C (hereinafter "Parcel C") of Parcel Map 9999 both as more particularly described in Exhibit A, and formerly known as APN 098-0407-029-02 and APN 09800407-013-00) (collectively "Hotel Properties").

On September 23, 2013, the Livermore Successor Agency adopted Resolution No. 2013-02 approving the Long Range Property Management Plan ("LRPMP").

On September 25, 2013, the Oversight Board to the Livermore Successor Agency approved the LRPMP.

Upon request of the Department of Finance, minor amendments were made to the LRPMP and approved by the Oversight Board on December 3, 2014 (Oversight Board Resolution No. OB-021), June 17, 2015 (Oversight Board Resolution No. OB-029), and December 16, 2015 (Oversight Board Resolution No. OB-033). The Department of Finance approved the LRPMP on December 28, 2015.

Concurrent with the approval of the LRPMP, the Oversight Board also approved the transfer of the Hotel Properties on June 17, 2015 (Oversight Board Resolution No. OB-030) and again on December 16, 2015 (Oversight Board Resolution No. OB-034).

On July 27, 2016, the City entered into an Exclusive Negotiating Rights Agreement with PresidioCo Holdings LLC to establish procedures and standards to negotiate a purchase and sale agreement for the disposition and development of the Hotel Properties for the purpose of building a boutique hotel. The Exclusive Negotiating Rights Agreement was extended by Council on January 23, 2017, May 22, 2017, and November 13, 2017.

On January 29, 2018, the City Council approved a plan for the Downtown Core, which included a boutique hotel with 125-135 rooms on the southeast corner of Railroad Avenue and South Livermore Avenue.

On February 26, 2018, the City Council authorized the execution of a Hotel Term Sheet with PresidioCo Holdings LLC to lay out the terms that would be included in the Disposition and Development Agreement for the development of the Hotel Properties.

On August 7, 2018, the Livermore Planning Commission considered the disposition of approximately 3.8 acres of real property located generally between North L Street, Railroad Avenue, First Street, and the Bankhead Theater, known as the Downtown Core Catalyst site for the purposes of implementing the Downtown Core Concept to be consistent with the General Plan in accordance with Government Code section 65402.

On September 10, 2018, the City Council adopted Resolution No. 2018-156 authorizing the execution of a Disposition and Development Agreement with 2205 Railroad Avenue LLC, which was formed and controlled by PresidioCo Holdings LLC, for the disposition of the Hotel Properties for the development of a boutique hotel. At this same meeting, the City Council adopted Resolution No. 2018-155 to approve the Downtown Design Review No. 18-015 for the site design and architecture for the boutique hotel, including a public underground parking garage.

On October 3, 2018, the City of Livermore recorded Parcel Map No. 9999 creating Parcel A and Parcel C from the Hotel Properties.

The City Council has determined that Parcel A and Parcel C are not necessary for City use as set forth in Resolution No. 2018-155 approving Downtown Design Review for a four-story,133-room hotel on the southeast corner of Railroad and South Livermore Avenue, attached hereto as Exhibit B, and as set forth in Resolution No. 2018-156 authorizing execution of a Disposition and Development Agreement between the City of Livermore and 2205 Railroad Avenue LLC for the conveyance of City-owned Parcels A and C to 2205 Railroad Avenue LLC for the development of a boutique hotel attached hereto as Exhibit C.

The Hotel Properties are designated in the LRPMP for the development of a hotel, and for disposition to the City to in turn dispose of them to a developer. The LRPMP was approved by both the Oversight Board and the Department of Finance. The surplus property legislation provides that its requirements do not apply to former redevelopment property designated in a Long Range Property Management Plan when an agreement for the property's disposition was executed before either September 30, 2019, or December 31, 2020, and the final disposition is completed before December 31, 2022. Here, the agreements between the City, PresidioCo Holdings LLC, and 2205 Railroad Avenue LLC were entered into prior to those dates, and the disposition is scheduled to be completed before December 31, 2022.

The Amended and Restated Disposition, Development and Loan Agreement amends and restates the 2018 Disposition and Development Agreement so that the conveyance of Hotel Properties can be completed. For the reasons stated above, the conveyance of Hotel Properties is exempt from the Surplus Land Act in accordance with Government Code section 54221.

On December 21, 2021, staff notified the California Department of Housing and Community Development ("HCD") that it determined that Parcel A and Parcel C were exempt from the Surplus Land Act and supported such determination with written findings.

Staff recommends that the City Council declare that the Hotel Properties are exempt surplus land pursuant to Government Code section 54221.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that:

1. The conveyance of the Hotel Properties, consisting of Parcel A and Parcel C of Parcel Map 9999, from the City to 2205 Railroad Avenue LLC were analyzed by, and the project is consistent with, the August 2, 2018 Addendum to the Downtown Specific Plan 2009 Supplemental Environmental Impact Report and Downtown Specific Plan Environmental Impact Report dated February 9, 2004, adopted by the City Council on September 10, 2018, by Resolution No. 2018-153.

No new or more severe significant impacts were identified for the project that was not identified in the 2004 Final EIR and 2009 Subsequent EIR, and no new mitigation measures would be required for the downtown plan. For all environmental topics addressed in the addendums, there were no substantial changes in environmental circumstances that would result in new or more severe significant environmental effects than were identified and evaluated in the 2004 Final EIR and 2009 Subsequent EIR.

2. The following two parcels identified herein as the Hotel Properties, consisting of Parcel A and Parcel C of Parcel Map 9999, and as more particularly described in Exhibit A, are exempt surplus land as defined in Government Code section 54221.

a. Real property situated in the City of Livermore, County of Alameda, State of California, and more particularly described as follows: Being all of Parcel A and Subsurface Parcel C, of Parcel Map No. 9999, recorded October 3, 2018, in book 340 of Maps at Pages 86-89, Alameda County Records. Parcel A containing 53,126 square feet of land more or less and Subsurface Parcel C containing 50, 963 square feet of land more or less.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on January 10, 2022, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Jason R. Alcala
Jason R. Alcala
City Attorney

Exhibit A – Plat and Legal Description of Parcels A and C
Exhibit B – Resolution No. 2018-155
Exhibit C – Resolution No. 2018-156

LEGAL DESCRIPTION HOTEL PARCEL

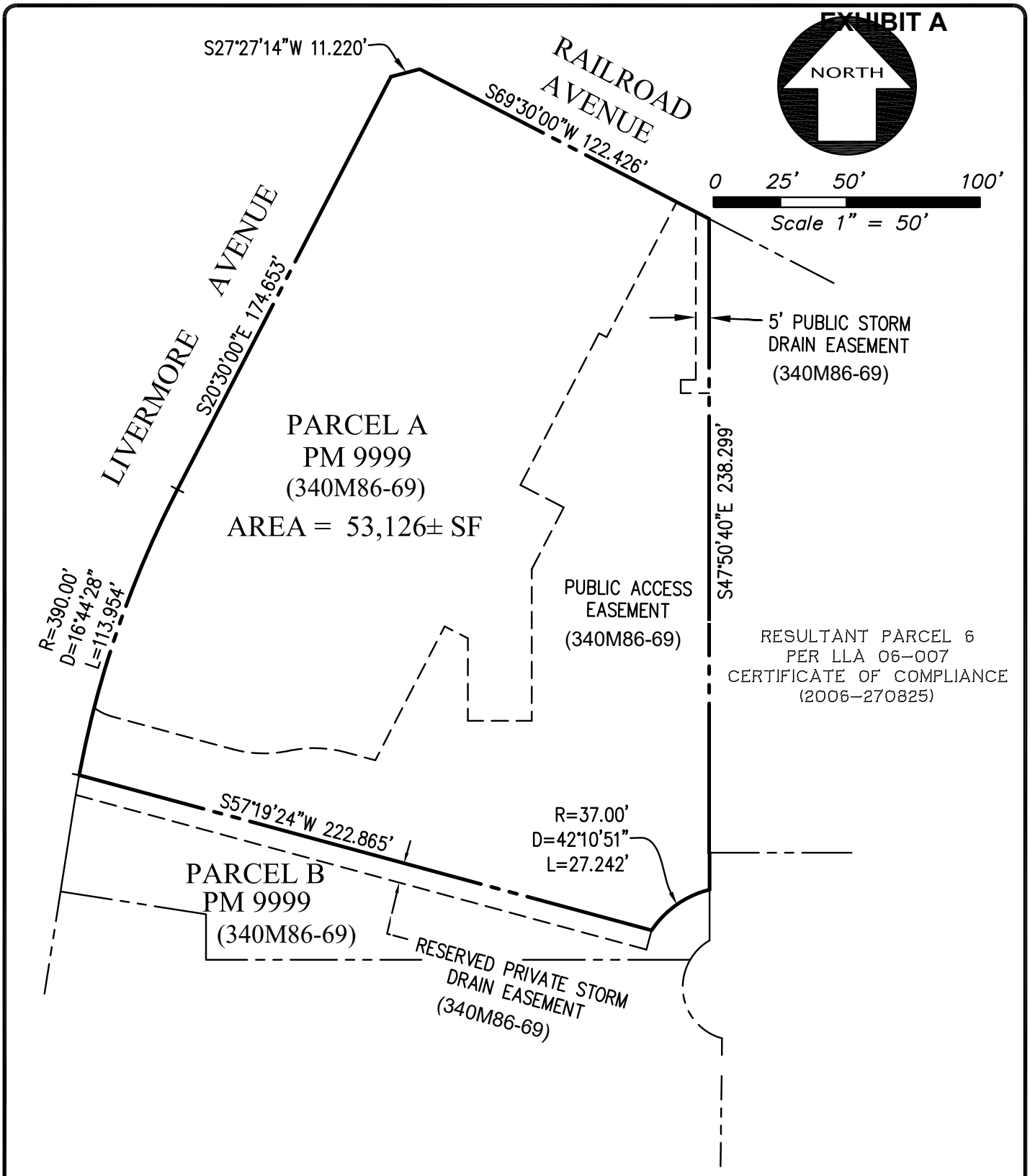
PARCEL A & SUBSURFACE PARCEL C – PARCEL MAP 9999

REAL PROPERTY SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL A AND SUBSURFACE PARCEL C, OF PARCEL MAP NO. 9999, RECORDED
October 3, 2018, IN BOOK 340 OF MAPS AT PAGES 86-89, ALAMEDA
COUNTY RECORDS.

PARCEL A CONTAINING 53,126 SQUARE FEET OF LAND MORE OR LESS

SUBSURFACE PARCEL C CONTAINING 50,963 SQUARE FEET OF LAND MORE OR LESS



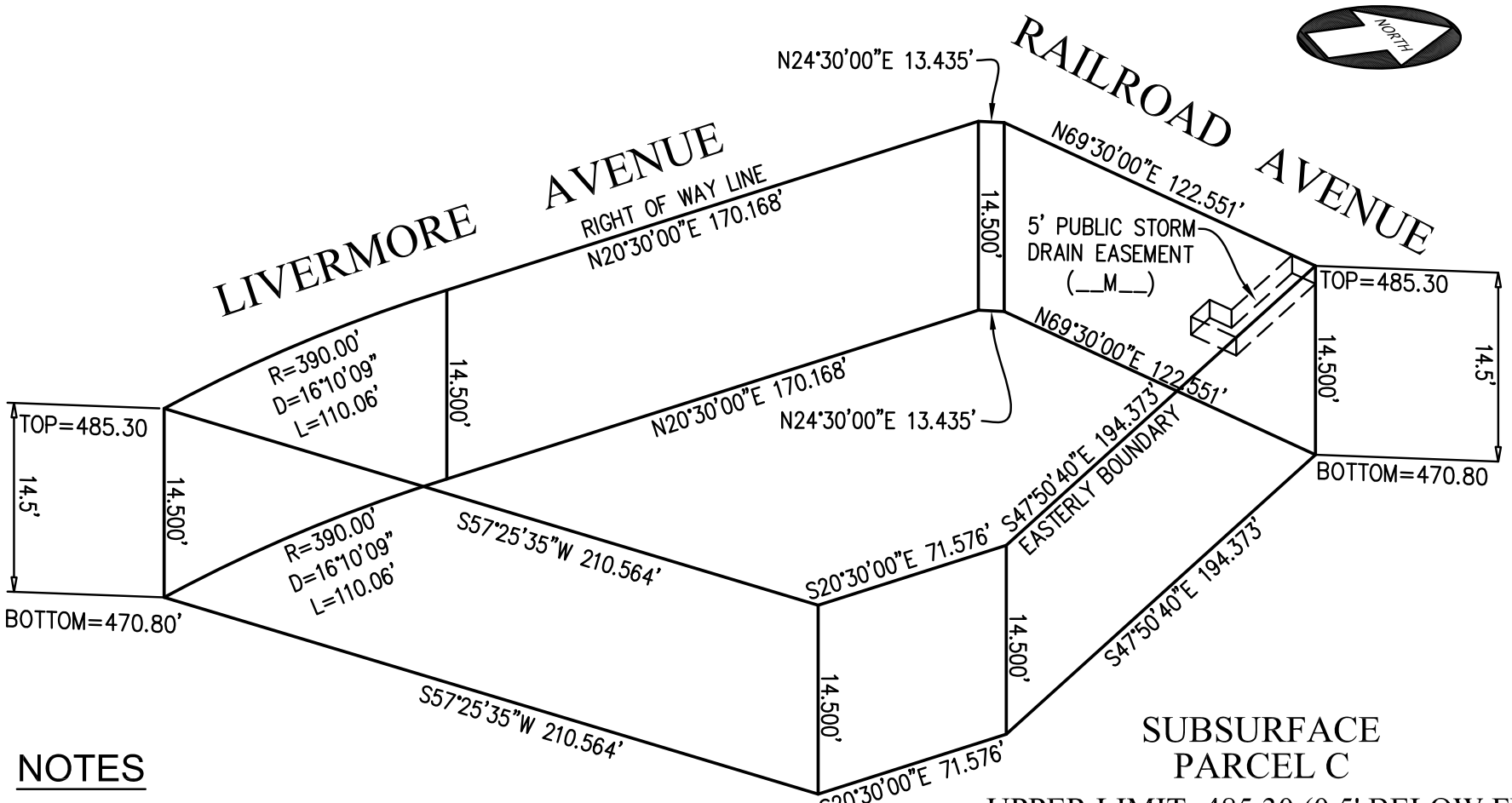
KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796
www.kierwright.com

PLAT - PARCEL A
PARCEL MAP 9999
LIVERMORE, CALIFORNIA

DATE	AUG 2018
SCALE	1" = 50'
BY	RJH
JOB NO.	A18527
SHEET	1 OF 1

EXHIBIT A-1

EXHIBIT A



NOTES

A PUBLIC ACCESS EASEMENT ENCUMBERS THE ENTIRE SUBSURFACE PARCEL C.

PARCEL A ENCOMPASSES ALL SIDES OF SUBSURFACE PARCEL C AND ABUTS PARCEL B, LIVERMORE AVENUE, RAILROAD AVENUE AND RESULTANT PARCEL 6. SEE SHEET 2 OF PARCEL MAP 9999.

SUBSURFACE PARCEL C

UPPER LIMIT=485.30 (0.5' BELOW FF)
LOWER LIMIT=470.80 (16.5' BELOW FF)
50,963± SF.
(1.1700± AC.)

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road
Livermore, California 94551
www.kierwright.com
Phone (925) 245-8788
Fax (925) 245-8796

PLAT - SUBSURFACE PARCEL C
PARCEL MAP 9999
LIVERMORE, CALIFORNIA

DATE	AUG 2018
SCALE	NOT TO SCALE
BY	RJH
JOB NO.	A18527
SHEET	1 OF 1

EXHIBIT A-1
SHEET 3 OF 3

EXHIBIT B

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING DOWNTOWN DESIGN REVIEW 18-015

An application for Downtown Design Review ("DDR") 18-015 was initiated by Presidio Companies to develop a four-story, 133-room hotel on the southeast corner of Railroad Avenue and South Livermore Avenue (the "Project"). The Project also includes a public underground parking garage, new street frontage and median improvements, a new public street, public surface parking with public ADA accessible stalls, storm water treatments, and landscaping.

The Planning Commission reviewed the Project and determined it is consistent with the Livermore General Plan and related policies. After their review on August 7, 2018, the Planning Commission, by its Resolution No. 30-18, attached hereto as Exhibit A, recommended approval of the Project.

This Council held a public hearing on September 10, 2018, and considered the recommendations of the Planning Commission, together with pertinent drawings, documents, Conditions of Approval, and testimony.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Livermore hereby finds, on the basis of the whole record before it evaluating the environmental impacts of the Project, that the Project is consistent with the Addendum to the Downtown Specific Plan 2009 Subsequent Environmental Impact Report, approved by City Council on September 10, 2018 and City staff is directed to prepare and file a Notice of Determination with the Alameda County Clerk within five days of the adoption of this resolution.

BE IT FURTHER RESOLVED that the City Council of the City of Livermore:

1. Finds the Project consistent with the General Plan.

2. Is satisfied with the decision and record of the Planning Commission and adopts by reference the findings contained in Planning Commission Resolution No. 30-18, attached hereto as Exhibit A, and approves the Project subject to the Conditions of Approval, attached hereto as Exhibit B.

The documents that constitute the record of proceedings upon which this decision is based can be found in the City Clerk's office, 1052 S. Livermore Avenue, in Livermore California.

On motion of Council Member Spedowfski, seconded by Council Member Carling, the foregoing Resolution was passed and adopted on September 10, 2018, by the following vote:

AYES:	Council Members Carling, Coomber, Spedowfski, Vice Mayor Woerner, Mayor Marchand
NOES:	None
ABSENT:	None
ABSTAIN:	None

ATTEST:

Sarah Bunting
City Clerk

Date: September 11, 2018

APPROVED AS TO FORM:

Catrina Fobian
Assistant City Attorney

Exhibit A - Planning Commission Resolution 30-18
Exhibit B - Conditions of Approval

IN THE PLANNING COMMISSION OF THE CITY OF LIVERMORE STATE OF CALIFORNIA

A RESOLUTION RECOMMENDING APPROVAL OF

Downtown Design Review (DDR) 18-015

A request to develop a four-story, 133-room hotel on the southeast corner of Railroad Avenue and South Livermore Avenue. The project also includes a public underground parking garage, new street frontage and median improvements, a new public street, public surface parking with public ADA accessible stalls, storm water treatments, and landscaping.

Location: 2205 Railroad Avenue

The City received an application for Downtown Design Review (DDR) 18-015.

A courtesy mailing was mailed to neighboring property owners and published in a newspaper of local circulation.

The Planning Commission held a meeting on August 7, 2018, considered the staff recommendation for approval subject to conditions, and heard public testimony.

NOW, THEREFORE, BE IT RESOLVED that, based on the whole record before it, the Planning Commission of the City of Livermore recommends the City Council find the environmental impacts of Downtown Design Review (DDR) 18-015 were analyzed by and are consistent with the 2018 Addendum to the Downtown Specific Plan 2009 Supplemental Environmental Impact Report.

BE IT FURTHER RESOLVED that the Planning Commission finds the following based upon the information presented for Downtown Design Review (DDR) 18-015:

The project is in conformance with the Specific Plan's standards and guidelines; or project-specific mitigation measures or conditions of approval have been incorporated into the project to ensure it is in conformance.

Finding: Based on the design review of the project, as documented in the Planning Commission staff report, the proposed project conforms to the applicable standards and guidelines for commercial buildings in the Downtown Specific Plan (DSP). The architectural quality of the structure and site plan reflect the intent of the DSP Design Standards and Guidelines to create a high quality and active urban fabric in Downtown Livermore.

BE IT FURTHER RESOLVED by the Planning Commission of the City of Livermore that, based on the above finding, Downtown Design Review (DDR) 18-015 is recommended to the City Council for approval, subject to the Conditions of Approval dated August 7, 2018, which are necessary to protect the public health, safety, and general welfare.

The documents that constitute the record of proceedings upon which this decision is based can be found in the Community Development Department, 1052 S. Livermore Avenue, in Livermore, California.

On the motion by Commissioner Pann, seconded by Planning Commissioner Bonanno, the foregoing Resolution was adopted at the Planning Commission meeting of August 7, 2018, by the following vote:

AYES: BONANNO, BJORKLUND, KASKEY, AND PANN.
NOES: NONE.
ABSENT: NONE.
RECUSED: FAGUNDES.

Erik Bjorklund, Chairperson



by Steve Stewart, Planning Manager
Secretary to the Planning Commission

CONDITIONS OF APPROVAL

Downtown Design Review (DDR) 18-015

A request to develop a four-story, 133-room hotel on the southeast corner of Railroad Avenue and South Livermore Avenue. The project also includes a public underground parking garage, new street frontage and median improvements, a new public street, public surface parking with public ADA accessible stalls, storm water treatments, and landscaping.

Location: 2205 Railroad Avenue

Recommended for Approval by Planning Commission: August 7, 2018
Approved by the City Council: September 10, 2018

A. PROJECT AUTHORIZATION

1. The project shall be in conformance with all City Ordinances, rules, regulations, and policies. The conditions listed below are particularly pertinent to this permit and shall not be construed to permit violation of other laws and policies not so listed.

2. The Downtown Design Review permit shall expire upon the expiration or termination of Development Agreement 18-003, unless an extension is submitted and approved prior to the expiration of the Development Agreement.

B. PROJECT SPECIFIC CONDITIONS

The applicant shall respond in writing to all conditions contained in this document and its attachments. Responses shall describe how the condition has been met and shall, where applicable, direct the plan checker to the page and/or drawing detail that demonstrates compliance with the condition. A copy of these responses shall be provided with each set of improvement plans.

1. Provide a photometric plan for review and approval by the Community Development Department that shows lighting will minimize off-site glare and meet the illumination requirements of the Security Ordinance (Municipal Code, Chapter 15.18).

2. This Downtown Design Review approval does not include the approval of the signs shown on the development plans. All signs are subject to review and approval by the Community Development Department of a separate Downtown Design Review application.

3. The design and location of 30 bicycle parking stalls are subject to review and approval by the Community Development Department prior to submittal for building permits. The stalls may be dispersed among the underground garage, new road, I Street parking facility.

4. Assess the health of the existing street trees along South Livermore and replace them if found to be in poor health, and/or likely to experience stress during hotel construction.

5. Provide trees, landscaping and furnishings that are consistent with the palette for the Downtown Plan Concept Plan Landscape Design Guidelines reviewed by the Planning Commission on August 21, 2018. The City Council will review these Guidelines on September 24, 2018.

6. Coordinate the street tree planting, paving, and landscape improvements along both sides of South Livermore Avenue (along the hotel frontage and Stockmen's Park/Blacksmith Square frontage) to provide a unified and aesthetic entry into the Downtown Core.

7. Include irrigation and planters that are consistent with the City's current standards and specifications.

8. Exterior backflow preventers shall be screened from public view with landscape.

9. Livermore Municipal Code section 12.51 establishes a public art requirement for all projects. For this project, the developer has elected to provide public art on-site. The applicant shall comply with the following conditions regarding public art:

    a. The proposed art is subject to review and approval by the Commission for the Arts prior to receiving a building permit.
    b. A certificate of occupancy shall not be issued until the approved work(s) of art has been installed.
    c. The developer or owner shall execute a restrictive covenant, which shall be recorded against the project site and shall run with the land for a period of 30 years from the installation date.
    d. In the event the public art is stolen, destroyed or vandalized within the 30-year period, the developer or owner must replace or repair the public art pursuant to the Livermore Municipal Code.

10. Prior to occupancy, the applicant shall demonstrate compliance with Municipal Code Section 13.25.060 (Landscape Installation Certification Package).

11. The project is subject to applicable mitigation measures of the 2018 Addendum to the Downtown Specific Plan Amendment 2009 Supplemental Environmental Impact Report.

C. GENERAL CONDITIONS OF APPROVAL

1. Development shall conform to the map designated by the City as Exhibit B-1. Exhibit B-1 plans shall include but are not limited to subdivision, landscape, and architectural plans reviewed and approved by the Planning Commission and City Council and amended by the applicant to reflect any changes indicated above in the Project Specific Conditions or required by the City in the approval process.

2. For all proposed projects, Bay Area Air Quality Management District (BAAQMD; "Air District") recommends requiring the implementation of all Basic Construction Mitigation Measures, listed in Table 8-1 of the BAAQMD CEQA Guidelines, whether or not construction-related emissions exceed applicable Thresholds of Significance. These basic construction stage recommendations are incorporated below into these Conditions of Approval as project requirements.

    a. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
    b. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
    c. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
    d. All vehicle speeds on unpaved roads shall be limited to 15 mph.
    e. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
    f. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
    g. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
    h. Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.

3. Any awnings over windows shall be maintained as an integral architectural feature, in an attractive, serviceable state throughout the life of the project.

4. The development impact fees (e.g., traffic impact, housing in-lieu, park dedication in-lieu,) and project processing fees due in connection with this permit shall be based upon the fees in effect at the time the fee is paid.

5. The Community Development Department may approve minor amendments to the permit, provided that the permit is still in substantial conformance with the original approval.

6. Prior to receiving a building permit for excavation, grading or construction on development site, the applicant shall contact the Alameda County Vector Control Services District to determine if any pre-baiting requirements are necessary to control migration of vermin to adjacent property.

7. To the extent permitted by law, the project applicant shall defend, indemnify and hold harmless the City, its City Council, its officers, boards, commissions, employees and agents from and against any claim, action, or proceeding brought by a third party against the indemnified parties and the applicant to attack, set aside, or void the approval of the project or any permit authorized hereby for the project, including (without limitation) reimbursing the City its attorney's fees and costs incurred in defense of the litigation. The City may, in its sole discretion, elect to defend any such action with attorneys of its choice.

8. Approval of the Downtown Design Review permit is not an authorization to commence construction. Building construction, alterations, repairs, sign erection, or occupancy shall not be permitted without prior approval of the Building Division through issuance of any required permits.

9. Several bioretention areas designed to facilitate stormwater infiltration and treatment are an integral part of the site's utility functioning and any proposed changes to physical design or function shall be subject to prior review and approval by the City Engineer.

D. ENGINEERING DIVISION

1. Development shall conform to the attached Engineering Considerations, dated July 25, 2018.

E. BUILDING DIVISION

1. The project shall comply with currently adopted California Building Standards Code - including Part 11 - the Green Building Standards Code.

F. MAINTENANCE DIVISION

1. All landscaping shall be privately owned, irrigated, and maintained.

2. All proposed sidewalk, pedestrian curb ramps, and driveways shall be installed in accordance with current ADA Access Board Guidelines and City of Livermore Standards.

3. Applicant shall review all sidewalk and pedestrian ramps adjacent to the property for compliance with ADA standards. Any deficiencies shall be corrected prior to issuance of a Certificate of Occupancy.

4. All existing trees along Livermore Avenue and Railroad Avenue that are to remain will need to be inspected by a qualified Arborist through the Contractor. If trees are deemed structurally deficient and/or unhealthy, the existing trees need to be removed and replaced with a more suitable tree species.

G. WATER RESOURCES DIVISION

The Water Resources Division has the following comments regarding this project:

1. All restaurants/food service facilities incorporated within this project shall comply with Livermore Municipal Code 13.32.330, which states the following: "Food Preparation Facilities. All facilities where food is prepared or served shall be equipped with an oil and grease interceptor with a minimum size capacity of 750-gallons. The interceptor shall be connected to the sanitary sewer, and all kitchen generated wastewater with the exception of dishwasher and garbage disposal drainage, shall discharge through the interceptor."

2. Swimming Pool: A drain to the sanitary sewer shall be provided which allows for the proper discharge of draining the pool and/or back-flushing of pool filter equipment to the sanitary sewer.

H. FIRE DEPARTMENT

1. On sheet C5.0, revise plan to show a two 2 ½ inch hose connections, piped off of the sprinkler system, on the east side of the building at a location to be approved by the LPFD.

2. Consult with the LPFD concerning the placement of ground ladder pads.

I. POLICE DEPARTMENT

1. The project shall be required to conform to the provisions of the security section of the Livermore City Code.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF A DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LIVERMORE AND 2205 RAILROAD AVENUE LLC FOR THE DISPOSITION OF CITY OWNED PARCELS AND DEVELOPMENT OF A BOUTIQUE HOTEL

(APN'S 098-0407-029-02, 098-0289-013-11, 098-0407-013-00)

On January 29, 2018, the City Council approved a plan for the Downtown Core, which includes a boutique hotel with 125-135 rooms on the southeast corner of Railroad Avenue and South Livermore Avenue.

On July 27, 2016, the City entered into an Exclusive Negotiating Rights Agreement with PresidioCo Holdings LLC to establish procedures and standards to negotiate a purchase and sale agreement for the disposition and development of certain property for the purpose of building a boutique hotel. The Exclusive Negotiating Rights Agreement was extended by Council on January 23, 2017, May 22, 2017 and November 13, 2017.

On February 26, 2018, City Council authorized the execution of a Hotel Term Sheet with PresidioCo Holdings LLC to lay out the terms that would be included in the Disposition and Development Agreement. (Resolution No. 2018-024)

The City and 2205 Railroad Avenue LLC, a company formed and controlled by PresidioCo Holdings LLC, desire to enter into an agreement to sell the City-owned property to 2205 Railroad Avenue LLC for the construction of a 133-room hotel with an approximately 3,300 square foot bar/lounge, a 1,500 square foot meeting space, fitness center, outdoor pool, open courtyard, patio, and underground parking garage with approximately 120 parking spaces.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Livermore finds that the Disposition and Development Agreement is consistent with the Addendum to the Downtown Specific Plan 2009 Subsequent Environmental Impact Report approved by City Council on September 10, 2018.

BE IT FURTHER RESOLVED that the City Council of the City of Livermore authorizes the City Manager to execute the Disposition and Development Agreement with 2205 Railroad Avenue LLC attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the City Council of the City of Livermore authorizes the City Manager to execute any documents, with prior approval as to form by the City Attorney, required to effectuate the purpose of the Disposition and Development Agreement, including but not limited to, the parcel map, minor revisions to the schedule of performance, agreements contemplated by the material terms attached as exhibits to the Disposition and Development Agreement, and grant deeds.

On motion of Council Member Spedowfski, seconded by Council Member Carling, the foregoing Resolution was passed and adopted on September 10, 2018, by the following vote:

AYES:	Council Members Carling, Coomber, Spedowfski, Vice Mayor Woerner, Mayor Marchand
NOES:	None
ABSENT:	None
ABSTAIN:	None

ATTEST:

Sarah Bunting
City Clerk

APPROVED AS TO FORM:

Gabrielle Janssens
Assistant City Attorney

Date: September 11, 2018

Exhibit A – Disposition and Development Agreement

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF AN AMENDED AND RESTATED DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT THAT INCLUDES A SITE ACQUISITION LOAN IN THE AMOUNT OF $1,923,750 FOR THE ACQUISITION OF 2080 RAILROAD AVENUE, WITH 2205 RAILROAD AVENUE LLC FOR DEVELOPMENT OF A BOUTIQUE HOTEL AND PARKING FACILITY; AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $ 1,923,750 FROM THE GENERAL FUND TO BE DIRECTED TO THE SITE ACQUISITION LOAN DESCRIBED IN THE DDLA

(APNs 098-0407-031-00, 098-0407-033-00, 098-0282-009-00)

On July 27, 2016, the City entered into an Exclusive Negotiating Rights Agreement with PresidioCo Holdings LLC to establish procedures and standards to negotiate a purchase and sale agreement for the disposition and development of certain property for the purpose of building a boutique hotel. The Exclusive Negotiating Rights Agreement was extended by Council on January 23, 2017, May 22, 2017, and November 13, 2017.

On January 29, 2018, the City Council approved a plan for the Downtown Core, which includes a boutique hotel with 125-135 rooms on the southeast corner of Railroad Avenue and South Livermore Avenue.

On February 26, 2018, City Council authorized the execution of a Hotel Term Sheet with PresidioCo Holdings LLC to lay out the terms that would be included in the Disposition and Development Agreement.

On or about September 5, 2018, PresidioCo Holdings LLC, formed 2205 Railroad Avenue LLC, which is under the control of PresidioCo Holdings LLC.

On September 10, 2018, the City Council authorized the execution of a Disposition and Development Agreement with 2205 Railroad Avenue LLC for the disposition of City-owned parcels and development of a boutique hotel. At this same meeting, the City Council approved Downtown Design Review No. 18-015 for the site design and architecture for the boutique hotel, including a public underground parking garage.

The City and 2205 Railroad Avenue LLC, a company formed and controlled by PresidioCo Holdings LLC, desire to enter into an amended agreement to sell the City-owned property to 2205 Railroad Avenue LLC for the construction of a 125-135-room hotel and related amenities, a joint solid waste facility, and include a short-term site acquisition loan to acquire an off-site private property to develop a parking facility.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Livermore finds that the Disposition, Development and Loan Agreement with 2205 Railroad Avenue LLC is consistent with, and analyzed by, the addendums to the Downtown Specific Plan 2009 Subsequent Environmental Impact Report that were adopted by City Council on September 10, 2018, by Resolution No. 2018-153, May 13,

2019, by Resolution No. 2019-064, and October 26, 2020, by Resolution No. 2020-178, the categorical exemption for infill development for the Downtown Hotel Term Sheet dated February 26, 2018, and the 2004 Downtown Specific Plan Environmental Impact Report.

No new or more severe significant impacts were identified for the project that was not identified in the 2004 Final EIR and 2009 Subsequent EIR, and no new mitigation measures would be required for the downtown plan. For all environmental topics addressed in the addendums, there were no substantial changes in environmental circumstances that would result in new or more severe significant environmental effects than were identified and evaluated in the 2004 Final EIR and 2009 Subsequent EIR. The City Council of the City of Livermore directs the City Clerk to file a Notice of Determination with the Alameda County Clerk

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that:

1. The City Manager is authorized to execute on behalf of the City of Livermore the Amended and Restated Disposition, Development and Loan Agreement that includes a site acquisition loan in the amount of $1,923,750, with 2205 Railroad Avenue LLC for development of the Downtown boutique hotel and parking facility, attached hereto as Exhibit A.

2. The amount of $1,923,750 is hereby appropriated from the City of Livermore's General Fund to be directed to the Site Acquisition Loan described in the Amended and Restated Disposition, Development and Loan Agreement.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on January 10, 2022, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Jason R. Alcala
Jason R. Alcala
City Attorney

Exhibit A – Amended and Restated Disposition, Development and Loan Agreement

AMENDED AND RESTATED DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT

by and between

CITY OF LIVERMORE

and

2205 RAILROAD AVENUE LLC

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AMENDED AND RESTATED DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT

THIS AMENDED AND RESTATED DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT (this "Agreement") is made as of ____, 2022, by and between the City of Livermore, a municipal corporation (the "City"), and 2205 Railroad Avenue LLC, a Delaware limited liability company (the "Developer"), with reference to the following facts, purposes, and understandings.

RECITALS

A. These Recitals refer to and utilize certain capitalized terms that are defined in Article 1 of this Agreement. The Parties intend to refer to those definitions in connection with their use in these Recitals.

B. The City is the owner of the City-owned parcels located on the southeast corner of South Livermore Avenue and Railroad Avenue in downtown Livermore (APNs: 098-0407-031-00; 098-0407-033-00 (hereinafter "Hotel Parcel")). Developer desires to purchase the Hotel Parcel from the City. The Hotel Parcel includes Parcel A and Parcel C on Parcel Map 9999 as more particularly described in Exhibit A. Prior to the Close of Escrow, an updated Parcel Map will be recorded for the Hotel Parcel to eliminate Parcel C and to include a deed restriction for a rooftop public open space on the Hotel and a right of way easement for a public roadway.

C. The Developer desires to construct on the Hotel Parcel a four story approximately 65,000-75,000 square foot Hotel, constructed to a standard comparable to one of the Brands identified in the Hotel Standards and containing between 125-135 hotel rooms, approximately 1,400-2,000 square feet of economically viable meeting space, a roof-top deck, and related hotel amenities and improvements.

D. No later than the Close of Escrow, the Hotel Parcel will be burdened by a deed restriction for a rooftop public open space and a reservation of right of way easement over the Hotel Parcel for Public Improvements including but not limited to a roadway, sidewalks, stormwater improvements, landscaping, and public parking.

E. Prior to the Close of Escrow, the Developer shall enter into a Temporary Parking Lease for the Hotel Parcel with the City wherein the Hotel Parcel will be used for public parking until the commencement of construction on the Hotel Parcel.

F. The Developer shall design, construct and own a Joint Solid Waste Facility that will provide garbage, organics, and recyclable services for the Hotel, Bankhead Theater, First Street Mixed-Use Commercial Projects (East and West), Livermore Valley Center Plaza, and the Livermore Cinema. The Joint Solid Waste Facility shall replace the temporary solid waste facility located south of the Hotel and north of the First Street Mixed-Use Commercial Project (West). The Developer shall be responsible for developing a solid waste disposal plan to govern the service, operation, repair, maintenance, replacement and insurance of the Joint Solid Waste

Facility. Such plan shall be embodied in a Joint Solid Waste Facility Agreement to be entered into prior to commencement of construction of the Project.

G. Upon satisfaction of specified predisposition conditions set forth in Article 2 of this Agreement, the City will convey its fee estate in the Property and Appurtenances to the Developer, subject to the permitted exceptions, for the consideration and upon the terms set forth in this Agreement, and the Developer shall, subject to this Agreement, construct and cause the Project to be operated in the manner specified in this Agreement.

H. The City has concluded that the Developer has the necessary expertise, skill, and ability to carry out the commitments contained in this Agreement.

I. The City and Developer's Affiliate, PresidioCo Holdings LLC, a Delaware limited liability company, previously entered into that certain Exclusive Negotiating Rights Agreement dated as of July 27, 2016, as amended, and that certain Hotel Term Sheet dated as of March 2, 2018, which contemplated the negotiation and consummation of the Disposition and Development that was entered into by the parties on October 1, 2018 (the "2018 Disposition and Development Agreement"). On and effective as of the Effective Date, this Agreement supersedes the 2018 Disposition and Development Agreement, except as provided for in Section 3.11.

J. The Developer is in contract to purchase the parcel located on the northwest corner of Railroad Avenue and North K Street in downtown Livermore and commonly known as 2080 Railroad Avenue (APN 098-0282-009-00) (hereinafter "Parking Parcel."). Developer intends to use the Parking Parcel as a valet parking lot to meet the City's parking requirements for the Hotel.

K. The City desires to provide a short-term Site Acquisition Loan to the Developer to assist in financing the Developer's acquisition of the Parking Parcel. The City expects Developer to pay the principal and interest due on the loan the earlier of the date that the Developer converts predevelopment costs or construction costs into permanent financing for the Project, or December 31, 2025, whichever occurs first.

L. As soon as practicable after Developer obtains title to the Parking Parcel, the Developer and the City shall enter into a Lease and Operating Agreement for the Parking Parcel. Pursuant to the terms of Lease and Operating Agreement for the Parking Parcel, the City may use the Parking Parcel for public parking for a period of up to three years from the Effective Date of the Lease Agreement or until construction of the Hotel is at least 40% complete, whichever is earlier. However, at a minimum, the City shall be permitted to use the Parking Parcel until September 30, 2024.

M. Pursuant to CEQA, the City (in its capacity as "lead agency") has approved on, September 2018, an Addendum to the 2009 Subsequent Environmental Impact Report, the categorical exemption for infill development for the Downtown Hotel Term Sheet dated February 26, 2018, Subsequent Environmental Impact Report dated March 2009, and Downtown Specific Plan Environmental Impact Report dated February 9, 2004.

NOW, THEREFORE, the City and the Developer agree as follows:

ARTICLE 1.
DEFINITIONS

Section 1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, the following capitalized words shall have the following meanings:

(a) "Affiliate" means any Person which directly or indirectly through one or more intermediaries, (i) Controls, or (ii) is Controlled by, or (iii) is under common Control with, Developer.

(b) "Agreement" shall mean this Amended and Restated Disposition, Development and Loan Agreement.

(c) "Appurtenances" shall mean all rights, privileges and easements appurtenant to the Property, including, without limitation (to the extent in existence), all minerals, oil, gas, and other hydrocarbon substances on or under the Property, as well as development rights, air rights, riparian rights and water rights which the City may own and which relate to the Property and any rights-of-way or other appurtenances affecting the Property.

(d) "Building Permit" shall mean an excavation, foundation or other building permit issued by the City in connection with the construction of the Improvements.

(e) "CEQA" shall mean the California Environmental Quality Act (California Public Resources Code Section 21000 et seq.), and its implementing guidelines.

(f) "Certificate of Occupancy" shall mean that certificate issued by the City to the Developer to allow occupancy of the Hotel.

(g) "City" shall mean the City of Livermore.

(h) "City Event of Default" shall mean any default by the City as set forth in Section 10.2.

(i) "City Fees" shall mean the estimated fees listed in Exhibit B, which fees are estimates only and will be finally determined at the issuance of the Building Permit.

(j) “Close of Escrow” shall have the meaning ser forth in Section 3.5.

(k) "Community Facility Maintenance District for the Downtown Core Improvements” (hereinafter “CFMD”) shall mean the maintenance district or districts created to fund the maintenance of the Stockmen’s Park and other designated downtown public facilities, in accordance with Section 7.2.

(l) "Control" shall mean (i) direct or indirect management or control of the managing member or members in the case of a limited liability company; (ii) direct or indirect management or control of the managing general partner or general partners in the case of a partnership and (iii) (a) boards of directors that overlap by fifty percent (50%) or more of their directors, or (b) direct or indirect control of a majority of the directors in the case of a corporation.

(m) "Deed of Trust" shall mean the Deed of Trust executed by the Developer to secure its obligation to repay the Site Acquisition Loan for the Parking Parcel. A form of the Deed of Trust is attached to this Agreement as Exhibit C.

(n) "Developer" shall mean 2205 Railroad Avenue LLC, a Delaware limited liability company, or any transferee of the Developer in accordance with Section 8.4.

(o) "Developer Event of Default" shall mean any default by the Developer as set forth in Section 10.3, subject to any applicable notice and cure rights set forth therein.

(p) "Effective Date" shall mean the date which is the later of (i) the date this Agreement is executed by the Developer and (ii) the date this Agreement is approved and executed by the City.

(q) "Entitlements" shall mean, collectively, zoning approvals, conditional use permit and any other discretionary approvals required for construction of the Project. For purposes of this Agreement, "Entitlements" do not include demolition, grading, building or other ministerial permits or approvals.

(r) "Escrow" shall mean the escrow opened with the Escrow Holder to close the transactions described in Article 3.

(s) "Escrow Holder" shall mean the Developer's title company or other mutually agreed upon title company.

(t) "Final Construction Drawings" shall mean final drawings for the construction of the Improvements used to obtain a Building Permit from the City for the construction of the Improvements and final drawings for the construction the Public Improvements required under this Agreement.

(u) "Grant Deed" shall mean the grant deed by which the City conveys its fee estate in the Property and Appurtenances to the Developer. The Grant Deed shall include a deed restriction for a rooftop public open space on the Hotel and a reservation of right of way easement for a public roadway on the Property. A form of the Grant Deed is attached to this Agreement as Exhibit D.

(v) "Hazardous Materials" shall mean:

(1) Those substances included within the definitions of "hazardous substances", "Hazardous Materials", "toxic substances", or "solid waste" in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.) ("CERCLA"), as amended by Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499 100 Stat. 1613) ("SARA"), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§6901 et seq.) ("RCRA"), and the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq., and in the regulations promulgated pursuant to said laws, all as amended;

(2) Those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto);

(3) Any material, waste or substance which is (A) petroleum, (B) asbestos, (C) polychlorinated biphenyls, (D) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. §§ 1251 et seq. (33 U.S.C. §§1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. §§ 1317); (E) flammable explosives; or (F) radioactive materials;

(4) Any toxic or hazardous waste, material or substance or any oil or pesticide listed in, covered by, or regulated pursuant to, any state or local law, ordinance, rule or regulation applicable to the Property, as heretofore or hereafter amended; and

(5) Such other substances, materials and wastes which are or become regulated as hazardous or toxic under applicable local, state or federal law, or the United States government, or which are classified as hazardous or toxic under federal, state, or local laws or regulations.

The term “Hazardous Materials” shall not include: construction materials, gardening materials, household products, office supply products or equipment, food service or preparation equipment or materials or janitorial supply products or equipment customarily used in the construction, maintenance, rehabilitation, use, occupancy or management of a hotel and its supporting parking structure, to the extent which the same are used and stored in accordance with all applicable environmental ordinances and regulations.

(w) "Hazardous Materials Laws" shall mean environmental and health and safety laws, regulations, ordinances, administrative decisions, common law decisions (whether federal, state, or local) with respect to Hazardous Materials, including those relating to soil and groundwater conditions.

(x) “Hotel" shall mean a four story approximately 65,000-75,000 square foot hotel containing between one hundred twenty-five (125) to one hundred thirty-five (135) hotel rooms, approximately 1,400 - 2,000 square feet of economically viable meeting space, a roof-top deck, and related hotel amenities and improvements on the Hotel Parcel.

(y) "Hotel Parcel" shall mean that certain parcel shown on Parcel Map 9999 as Parcel A and Parcel C as more particularly described in Exhibit A. Prior to the Close of Escrow, an updated Parcel Map will be recorded for the Hotel Parcel which will eliminate Parcel C and include a deed restriction for a rooftop public open space on the Hotel and a right of way easement for a public roadway.

(z) "Hotel Standard" shall mean a boutique hotel that meets or exceeds the standard of "Upscale" or "Upper Upscale" under the STR, Inc. Chain Scales Rating system or similar industry recognized rating system as more particularly described in Exhibit E.

(aa) "Improvements" shall mean collectively the Parking Parcel, the Joint Solid Waste Facility, the Hotel, and all other improvements on the Hotel Parcel, except for the On-site Public Roadway.

(bb) "Joint Solid Waste Facility" shall mean a trash facility located in close proximity to the Hotel sized to serve the solid waste produced by the Hotel, Bankhead Theater, First Street Mixed-Use Commercial Projects (East and West), Livermore Valley Center Plaza, and the Livermore Cinema.

(cc) "Joint Solid Waste Facility Agreement" shall mean a solid waste disposal agreement, reasonably acceptable to Developer, as may be amended by agreement of the parties thereto, among the Developer, the City, Bankhead Theater, First Street Mixed-Use Commercial Projects (East and West), Livermore Valley Center Plaza, and the Livermore Cinema, that will include a solid waste disposal plan, performance obligations of the parties, and a license or lease from the City to allow the performance of the obligations under the agreement, substantially in conformance with the Material Terms contained in Exhibit F.

(dd) "Lease and Operating Agreement for the Parking Parcel" shall mean the agreement between the City and the Developer for the lease, operation, and maintenance of the Parking Parcel, in substantial conformance with the Lease and Operating Agreement attached as Exhibit G.

(ee) "Loan Documents" shall mean this Agreement, the Promissory Note, the Deed of Trust, and any other document or agreement evidencing the Site Acquisition Loan for the Parking Parcel.

(ff) "Memorandum of DDLA" shall mean the memorandum of this Agreement, substantially in the form of Exhibit H.

(gg) "Official Records" shall mean the Official Records of Alameda County.

(hh) "Outside Date" shall mean the last date for the commencement of construction as set forth in the Schedule of Performance.

(ii) "Parcel B" shall mean the parcel designated as Parcel B on the Parcel Map 9999 recorded October 3, 2018, recorded series 2018192226.

(jj) "Parcel Map" shall mean Parcel Map No. 9999, attached as Exhibit I. Prior to the Close of Escrow, an updated Parcel Map will be recorded for the Hotel Parcel which shall include a deed restriction for a public open space on the Hotel and a right of way easement for a public roadway.

(kk) "Parking Parcel" shall mean the parcel located on the northwest corner of Railroad Avenue and North K Street in downtown Livermore and commonly known as 2080 Railroad Avenue (APN 098-0282-009-00) that Developer will purchase and use as a valet parking lot to meet the hotel's parking requirement, which is more particularly described in Exhibit J attached to this Agreement.

(ll) "Parties" shall mean the City and the Developer.

(mm) "Party" shall mean either the City or the Developer depending on the context.

(nn) "Permitted Exceptions" shall mean the following exceptions to title with respect to the Property:

(1) the lien of any non-delinquent property taxes and assessments;

(2) all existing easements over, under and across the Property for ingress and egress and public utilities, which do not preclude Developer's intended use of the Property;

(3) any incidental easements or other matters affecting title which do not preclude or materially impair Developer's intended use of the Property;

(4) applicable building and zoning laws and regulations;

(5) the provisions of this Agreement;

(6) a deed restriction for a rooftop public open space on the Hotel and a reservation of right of way easement for the public roadway on the Property;

(7) the Temporary Parking Lease;

(8) other matters created by, through or under Developer; and

(9) such other exceptions to title as may hereafter be mutually approved by the City and the Developer.

(oo) "Person" or "Persons" shall mean any individual, partnership, joint venture, corporation, limited liability company, limited liability partnership, trust or other entity, private or public with the power and authority to act and conduct business on its own behalf.

(pp) "Pre-Construction Documents" shall mean collectively the final, fully executed forms of the Public Improvement Agreement, the Irrevocable Offer of Dedication for the Public Roadway, and the Joint Solid Waste Facility Agreement.

(qq) "Pro Forma" shall mean the preliminary sources and uses for the development of the Project delivered by the Developer under separate confidential cover.

(rr) "Project" shall mean (i) the Property and (ii) collectively, the Improvements, and the Public Improvements, as more fully set forth in the Scope of Development.

(ss) "Project Documents" shall mean the site plan, elevations and landscaping plans submitted by the Developer to enable the Developer to obtain the Entitlements, together with and all conditions of approval associated with the Entitlements.

(tt) “Promissory Note” shall mean the Promissory Note executed by the Developer to satisfy the Site Acquisition Loan for the Parking Parcel under the terms set forth in this Agreement. A form of the Promissory Note is attached to this Agreement as Exhibit K.

(uu) "Property" shall mean the City-owned Hotel Parcel located on the southeast corner of South Livermore Avenue and Railroad Avenue in downtown Livermore, as more particularly described as Parcel A and Parcel C in Exhibit A attached to this Agreement. “Property” and “Hotel Parcel” shall be used interchangeably throughout this Agreement.

(vv) "Public Improvements" shall collectively mean the Roadway and Frontage Improvements to S. Livermore Avenue, the On-site Public Roadway, and the Railroad Avenue Improvements as more particularly described in Exhibit L.

(ww) “Public Improvement Agreement” shall be the agreement between the City and the Developer in which the City requires as a condition precedent to the construction of the Project, the dedication of streets and public ways on the Hotel Parcel and the construction of certain on-site and off-site public improvements, substantially in conformance with the form attached as Exhibit M.

(xx) "Purchase Price" shall have the meaning set forth in Section 3.2.

(yy) "Schedule of Performance" shall mean the schedule of actions to be taken by the Parties pursuant to this Agreement to achieve the disposition of the Property to the Developer and the construction of the Project, as the same or components of the same may be extended pursuant to this Agreement. The Schedule of Performance is attached to this Agreement as Exhibit N.

(zz) "Scope of Development" shall mean the description of the Project contained in the approved Entitlements and all conditions of approvals associated with the Entitlements. The Scope of Development is attached to this Agreement as Exhibit O.

(aaa) "Security Financing Interests" shall have the meaning set forth in Section 9.1.

(bbb) “Site Acquisition Loan” shall have the meaning set forth in Article 12.

(ccc) "Temporary Parking Lease" shall mean that certain Lease for Temporary Parking for the Hotel Parcel between the City of Livermore and Developer in substantial conformance with the Temporary Parking Lease Agreement attached as Exhibit P.

(ddd) "Title Company" shall mean the title company agreed to by the Parties.

(eee) "Title Policy" has the meaning set forth in Section 2.2(i).

(fff) "Transaction Documents" shall mean, collectively, the Parcel Map, the Lease and Operating Agreement for the Parking Parcel, the Grant Deed, the Memorandum of DDLA, the Public Improvement Agreement, and the Temporary Parking Lease for the Hotel Parcel.

(ggg) "Transfer" shall mean a transfer of this Agreement or an interest in the Developer, as more particularly described in Section 8.1.

Section 1.2 Exhibits. The following exhibits are attached to and incorporated into this Agreement:

Exhibit A. Legal Description and Plat of the Hotel Parcel

Exhibit B. City Fees

Exhibit C. Deed of Trust

Exhibit D. Grant Deed

Exhibit E. Hotel Standard

Exhibit F. Joint Solid Waste Facility Agreement Material Terms

Exhibit G. Lease and Operating Agreement for the Parking Parcel

Exhibit H. Memorandum of DDLA

Exhibit I. Parcel Map

Exhibit J. Parking Parcel

Exhibit K. Promissory Note

Exhibit L. Public Improvements

Exhibit M. Public Improvement Agreement

Exhibit N. Schedule of Performance

Exhibit O. Scope of Development

Exhibit P. Temporary Parking Lease for the Hotel Parcel

Exhibit Q. Terms and Conditions of the Deed Restriction

ARTICLE 2.
PREDISPOSITION REQUIREMENTS

Section 2.1 City's Conditions Precedent to Close of Escrow. As conditions precedent to the Close of Escrow for the Property, the predisposition conditions set forth in this Section 2.1 must first be met by the times specified for such conditions in the Schedule of Performance (as such times may be extended pursuant to Section 11.4 or other provisions of this Agreement) or, if no time is so specified, on or before the Close of Escrow. Satisfaction of these conditions depends on performance by the Developer. Only the City can waive satisfaction of the conditions in this Section 2.1.

(a) The Developer has provided the City with the preliminary development Pro Forma setting forth the Developer's current estimate of sources and uses of funds for development of the Improvements. The Pro Forma is intended to serve as a guide for the review of the Developer's financing commitments. The Pro Forma and the information contained therein are privileged documents of the Developer containing trade secrets, private personal information, and/or the contents of real estate appraisals, engineering and/or feasibility estimates, evaluations and other proprietary information. No later than the time specified in the Schedule of Performance, the Developer has submitted a true copy of each letter of interest or letter of intent, which may be binding or non-binding, from lenders, mortgage brokers and/or equity partners to provide funds in the amounts necessary, together with the funds of Developer, to fully finance the projected costs of development of the Improvements.

(b) The Developer and the City have entered into a Lease and Operating Agreement for the Parking Parcel, in accordance with Section 12.6 of this Agreement and in substantial conformance with the Lease and Operating Agreement attached as Exhibit G.

(c) The City and Developer have entered into a Temporary Parking Lease for the Hotel Parcel wherein the Hotel Parcel will be available for public parking until the commencement of construction of the Project, in substantial conformance with the Temporary Parking Lease Agreement attached as Exhibit P."

(d) The Developer has obtained all Entitlements.

(e) No later than the time specified in the Schedule of Performance, the Developer has obtained written approval from the City for the Draft Hotel Interior Design Proposal demonstrating comparable quality to the brands identified in the Hotel Standard.

(f) The Developer has deposited an executed counterpart of the Lease and Operating Agreement for the Parking Parcel with the Escrow Holder.

(g) The Developer has deposited an executed counterpart of the Temporary Parking Lease Agreement for the Hotel Parcel with Escrow Holder.

(h) The Developer has submitted the Developer's organizational documents to the City and the City has approved Developer's organizational structure.

(i) There is no existing, pending or threatened litigation, suit, action or proceeding before any court or administrative agency affecting the City or the Developer or the Property that would, if adversely determined, materially adversely affect the Property or the Developer's or the City's ability to perform their obligations under this Agreement or the Developers' ability to develop and operate the Project.

(j) There shall exist no condition, event or act which would constitute a Developer Event of Default or which, upon the giving of notice or the passage of time, or both, would constitute a Developer Event of Default.

Section 2.2 Developer's Conditions Precedent to Close of Escrow. As conditions precedent to the Close of Escrow for the Property, the predisposition conditions set forth in this Section 2.2 must first be met by the times specified for such conditions in the Schedule of Performance (as such times may be extended pursuant to Section 11.4 or other provisions of this Agreement) or, if no time is so specified, on or before the Close of Escrow. Satisfaction of these conditions in Sections 2.2(e) and 2.2(f) depends on performance by the City. Only the Developer can waive satisfaction of the conditions contained in this Section 2.2.

(a) The Developer and the City have entered into a Lease and Operating Agreement for the Parking Parcel in accordance with Section 12.6 of this Agreement and in substantial conformance with the form attached as Exhibit G.

(b) The City and Developer have entered into a Temporary Parking Lease for the Hotel Parcel, in substantial conformance with Exhibit P wherein the Hotel Parcel will be available for public parking until the commencement of construction of the Project.

(c) The Developer has obtained all Entitlements.

(d) The Developer has obtained written approval from the City for the Draft Hotel Interior Design Proposal demonstrating comparable quality to the brands identified in the Hotel Standard.

(e) The City has deposited an executed counterpart of the Lease and Operating Agreement for the Parking Parcel with the Escrow Holder.

(f) The City has deposited an executed counterpart of the Temporary Parking Lease Agreement for the Hotel Parcel with the Escrow Holder.

(g) There is no existing, pending or threatened litigation, suit, action or proceeding before any court or administrative agency affecting the City or the Developer or the Property that would, if adversely determined, materially adversely affect the Property or the Developer's or the City's ability to perform their obligations under this Agreement or the Developers' ability to develop and operate the Project.

(h) There shall exist no condition, event or act which would constitute a City Event of Default or which, upon the giving of notice or the passage of time, or both, would constitute a City Event of Default.

(i) The Title Company is irrevocably and unconditionally committed to issue to Developer the Title Policy, free and clear of all liens, and subject only to the Permitted Encumbrances, within thirty (30) days of Close of Escrow. As used in this Agreement, the term "Title Policy" shall mean an ALTA extended coverage owner's policy of title insurance in the amount of the Purchase Price insuring fee simple title to the Property, subject only to the Permitted Encumbrances.

Section 2.3 Access for Investigations. Prior to Close of Escrow and subject to the rights of any tenants occupying the Property including, the City grants to the Developer and the Developer's agents the right to enter upon the Property for the exclusive purpose of conducting geotechnical and environmental studies and investigations. Such entry shall be made only during regular business hours and upon not less than five (5) business days' advance telephonic, email, or written facsimile notice to the City's Community Development Director. Prior to exercise of the right of entry, the Developer shall provide the City with satisfactory evidence, in the form of a certificate of insurance, that the Developer's agents who obtain access to the Property are insured under comprehensive general liability and automobile liability insurance policy or policies in a manner acceptable to the City in its reasonable discretion. The Developer shall indemnify and defend the City of Livermore and its council members, officers, employees, and agents (collectively the "Indemnified Parties") against, and hold the Indemnified Parties and the Property harmless from and against, any and all costs, expenses (including, without limitation, attorneys' fees), damages, claims, liabilities, liens (including, without limitation, mechanics liens) encumbrances and charges to the extent such arise out of or are in any way directly related to any entry by the Developer or the Developer's agents upon the Property, but only to the extent such matters do not arise from the gross negligence or willful misconduct of the City or other Indemnified Party, from pre-existing conditions of the Property, or from Developer's discovery of any information potentially having a negative impact on the Property. The foregoing obligation of the Developer shall survive the expiration or termination of this Agreement. The City shall cooperate with the Developer in obtaining, for the benefit of the Developer, reliance letters from the appropriate parties with respect to any third-party reports or studies commissioned or obtained by the City with respect to the Property.

ARTICLE 3.
DISPOSITION OF THE PROPERTY AND CONSTRUCTION OF JOINT SOLID WASTE FACILITY

Section 3.1 Purchase and Sale. Provided the predisposition requirements set forth in Article 2 and the additional closing conditions set forth in Section 3.4 have been satisfied or waived, the City shall sell to the Developer, and the Developer shall purchase from the City, the Property pursuant to the terms, covenants, and conditions of this Agreement.

Section 3.2 Purchase Price. The purchase price for the Property shall be $71,521. The Developer shall pay a ten (10) percent deposit at the Close of Escrow and the remainder shall be paid no later than December 31, 2025.

Section 3.3 Opening Escrow; Costs of Escrow. To accomplish the transfer and conveyance of the Property from the City to the Developer, by the date specified in the Schedule of Performance, the Parties shall establish an escrow and execute and deliver to the Escrow Holder written instructions that are consistent with this Agreement. The City shall pay or cause to be paid (i) one half (½) of any escrow fee charged by the Escrow Holder and (ii) any and all City and County real estate documentary transfer taxes. The Developer shall pay (a) one half (½) of any escrow fee charged by the Escrow Holder, (b) all costs of the Title Policy (and any endorsements) issued based thereon, and (c) any recording fees. Each Party shall be responsible for the payment of its own attorney's fees, copying expenses and other costs incurred in connection with the negotiation of this Agreement and the consummation of the transaction contemplated hereunder. Any other closing costs and all prorations (if any) shall be split and accounted for as customary in Alameda County, California, for commercial real estate transactions.

Section 3.4 Closing and Closing Deliverables. Subject to the satisfaction or waiver of the closing conditions and predisposition conditions to the Close of Escrow set forth in Section 2.1 and Section 2.2, the Close of Escrow shall occur and the City shall convey, and the Developer shall accept conveyance of, fee simple title to the Property and Appurtenances, subject only to permitted exceptions, pursuant to the Grant Deed. At or before Close of Escrow, the City and the Developer, as applicable, shall deliver to the Title Company and Escrow Holder the following:

(a) The Developer shall deposit: (i) the Purchase Price, (ii) originals of each of the Transaction Documents executed and acknowledged (as applicable) by the Developer, and (iii) any other documents that may be reasonably requested by the Escrow Holder and the Title Company and that are customarily delivered in connection with the closing of real estate transactions in Alameda County, and any other documents that may be necessary in order to consummate the transactions contemplated under this Agreement.

(b) The City shall deposit: (i) originals of each of the Transaction Documents executed and acknowledged (as applicable), (ii) a FIRPTA Certificate, and (iii) any other documents that may be reasonably requested by the Escrow Holder and the Title Company and that are customarily delivered in connection with the closing of real estate transactions in

Alameda County, and any other documents that may be necessary in order to consummate the transactions contemplated under this Agreement.

Section 3.5 Close of Escrow. Subject to the satisfaction or waiver of the closing conditions and predisposition conditions to the Close of Escrow set forth in Sections 2.1 and 2.2 and provided that all of the documents and other items set forth in Section 3.4 have been deposited with Escrow Holder, Escrow Holder shall do all of the following:

(a) Complete all blank spaces, if any, in the Transaction Documents, including the effective dates thereof;

(b) Attach to all applicable Transaction Documents final and accurate legal descriptions consistent with the Title Policy;

(c) Deliver copies of fully executed originals of the Transaction Documents to the appropriate parties, including certified copies of the recordable Transaction Documents showing recording information; and

(d) Cause to be recorded or distributed (as set forth below) the following documents:

(1) Record in the Official Records the Grant Deed conveying the Property to the Developer with a deed restriction for a rooftop public open space on the Hotel and a reservation of right of way easement for a public roadway. The terms and conditions of the deed restriction shall be in substantial conformance with those set forth in Exhibit Q.

(2) Record in the Official Records the Memorandum of DDLA;

(3) Record in the Official Records the Offsite Hotel Stormwater Improvement Easement;

(4) File any informational reports required by Internal Revenue Code Section 6045(e), as amended, and any other applicable requirements;

(5) Deliver the FIRPTA Certificate, if any, to the Developer;

(6) Forward to both the Developer and the City a separate accounting of all funds received and disbursed for each party and copies of all executed and recorded or filed documents deposited with Escrow Holder, with such recording and filing date and information endorsed thereon to the extent applicable;

(7) Issue the Title Policy to Developer or irrevocably and unconditionally commit to issue the Title Policy to the Developer within thirty (30) days of Close of Escrow; and

(8) Distribute or record such other documents as may be specified in the Parties' escrow instructions, if any.

The date on which the Escrow Holder completes the recordation of all of the recordable documents listed in this Section 3.5 shall be the "Close of Escrow".

Section 3.6 Additional Escrow Instructions. The Parties shall execute such further or additional escrow instructions as Escrow Holder may require or that any such Party desires. Such further or additional escrow instructions shall not require the imposition of any additional obligations or liabilities on a Party, unless agreed to by the Party, and shall not modify the provisions of this Agreement (unless the Parties otherwise expressly provide for such modification in such further or additional escrow instructions).

Section 3.7 Condition of the Property.

(a) "As Is" Conveyance.

(1) **THE DEVELOPER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE CITY IS CONVEYING THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT THE DEVELOPER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, (EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT) EXPRESS OR IMPLIED, FROM CITY AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION: (A) THE QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, TOPOGRAPHY, CLIMATE, AIR, WATER RIGHTS, WATER, GAS, ELECTRICITY, UTILITY SERVICES, GRADING, DRAINAGE, SEWERS, ACCESS TO PUBLIC ROADS AND RELATED CONDITIONS); (B) THE QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF SOILS, GEOLOGY AND GROUNDWATER, (C) THE EXISTENCE, QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF UTILITIES SERVING THE PROPERTY, (D) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, AND THE PROPERTY'S USE, HABITABILITY, MERCHANTABILITY, OR FITNESS, SUITABILITY, VALUE OR ADEQUACY OF THE PROPERTY OR ANY PARTICULAR PURPOSE, (E) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY OR ANY OTHER PUBLIC OR PRIVATE RESTRICTIONS ON THE USE OF THE PROPERTY, (F) THE COMPLIANCE OF THE PROPERTY OR THEIR OPERATION WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS AND RESTRICTIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY OR OF ANY OTHER PERSON OR ENTITY, (G) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT THE PROPERTY OR THE ADJOINING OR NEIGHBORING PROPERTY, AND (H) THE CONDITION OF TITLE TO THE PROPERTY. THE DEVELOPER AFFIRMS THAT THE DEVELOPER HAS NOT RELIED ON THE SKILL OR JUDGMENT OF THE CITY OR ANY OF ITS RESPECTIVE AGENTS, EMPLOYEES OR CONTRACTORS TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT THE CITY MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE. THE DEVELOPER ACKNOWLEDGES THAT IT SHALL USE ITS INDEPENDENT JUDGMENT AND**

MAKE ITS OWN DETERMINATION AS TO THE SCOPE AND BREADTH OF ITS DUE DILIGENCE INVESTIGATION WHICH IT SHALL MAKE RELATIVE TO THE PROPERTY AND SHALL RELY UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC AND LEGAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, WHETHER THE PROPERTY IS LOCATED IN ANY AREA WHICH IS DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE OR LOCAL AGENCY). THE DEVELOPER UNDERTAKES AND ASSUMES ALL RISKS ASSOCIATED WITH ALL MATTERS PERTAINING TO THE PROPERTY'S LOCATION IN ANY AREA DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE OR LOCAL AGENCY.

(2) Developer's Release of City. Except with respect to the obligations of the City under this Agreement, the Transaction Documents and the Pre-Construction Documents, the Developer, on behalf of itself and anyone claiming by, through or under the Developer hereby waives its right to recover from and fully and irrevocably releases the City, employees, officers, directors, representatives, and agents (the "Released Parties") from any and all claims, responsibility and/or liability that the Developer may have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to (i) the condition (including any construction defects, errors, omissions or other conditions, latent or otherwise), valuation, salability or utility of the Property, or their suitability for any purpose whatsoever, (ii) any presence of Hazardous Materials, and (iii) any information furnished by the Released Parties under or in connection with this Agreement.

(3) Scope of Release. The release set forth in Section 3.7(a)(2) hereof includes claims of which the Developer is presently unaware or which the Developer does not presently suspect to exist which, if known by the Developer, would materially affect the Developer's release of the Released Parties. The Developer specifically waives the provision of any statute or principle of law that provides otherwise. In this connection and to the extent permitted by law, the Developer agrees, represents and warrants that the Developer realizes and acknowledges that factual matters now unknown to the Developer may have given or may hereafter give rise to such causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and the Developer further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that the Developer nevertheless hereby intends to release, discharge and acquit the City from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses. Accordingly, the Developer, on behalf of itself and anyone claiming by, through or under the Developer, hereby assumes the above-mentioned risks and hereby expressly waives any right the Developer and anyone claiming by, through or under the Developer, may have under Section 1542 of the California Civil Code, which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Developer's Initials: _____

(b) Survival. The provisions of this section shall survive the termination of this Agreement.

Section 3.8 Real Estate Commissions. The City shall not be liable for any real estate commissions or brokerage fees that may arise from this Agreement other than what is contemplated in the Term Sheet for the Marketing and Sale of Property; Exclusive Authorization to Sell executed by the City, Colliers International, and DTZ, and dated June 22, 2015. The Developer represents that it has not obtained or engaged the services of a real estate broker in this transaction. If a real estate commission is claimed through either Party in connection with the transaction contemplated by this Agreement, then the Party through whom the commission is claimed shall indemnify, defend and hold the other Party harmless from any liability related to such commission. The provisions of this Section shall survive termination of this Agreement.

Section 3.9 Joint Solid Waste Facility.

(a) The Developer shall be responsible for the design, construction and ownership of the Joint Solid Waste Facility that will provide garbage, organics and recyclable services for the Hotel, Bankhead Theater, First Street Mixed Use Commercial Projects (East and West), Livermore Valley City Center Plaza, and the Livermore Cinema. Developer shall be responsible for all service, maintenance, operation, repair, replacement and insurance of the Joint Solid Waste Facility. Developer shall be responsible for all coordination efforts with the participating property owners for the development of a solid waste disposal plan for the Joint Solid Waste Facility. The solid waste disposal plan shall be subject to approval by the City's Community Development Director.

(b) Developer is responsible for securing the participation of the users stated above in subparagraph (a) to join the Joint Solid Waste Facility Agreement to satisfy their individual solid waste disposal needs consistent with state, county and local requirements. If after reasonable due diligence, the Developer is unable to secure all users agreement for the Joint Solid Waste Facility, the Developer shall be responsible to ensure that the Joint Solid Waste Facility provides waste disposal for all users stated above in subparagraph (a), including any users that are not parties to the Joint Solid Waste Facility Agreement, and that it is properly serviced, maintained, operated, repaired and replaced, as necessary.

(c) The Joint Solid Waste Facility shall replace the temporary facility located south of the Hotel and north of the First Street Mixed-Use Commercial Project (West). The Developer shall maintain access to the temporary solid waste facility during the construction of the Project until such time as the Joint Solid Waste Facility is completed and operational. Once

the Joint Solid Waste Facility is operational, the Developer shall remove the temporary solid waste facility and install new landscape and irrigation connected to the City's irrigation system at the location of the former temporary solid waste facility.

Section 3.10 Challenge to this Agreement or the Entitlements.

(a) Stay of Schedule of Performance. In the event a claim is filed in a court of competent jurisdiction regarding the validity of this Agreement or to the City's action in issuing any entitlements for the Project, the Schedule of Performance set forth in Exhibit N shall be stayed for the duration of litigation, as set forth in Section 11.4 or by mutual agreement of the Parties, or by other provisions in this Agreement.

(b) Election Not to Proceed. In the event a claim is filed in a court of competent jurisdiction regarding the validity of this Agreement or to the City's action in issuing the Entitlements for the Project, which claim proves successful, or in the event a referendum is initiated with respect to the validity of this Agreement or to the City's action in issuing the Entitlements for the Project, which referendum proves successful, upon sixty (60) days prior written notice the Developer may elect to not proceed with the Project. If Developer elects not to proceed with the Project pursuant to the preceding sentence, promptly following delivery of such written notice Developer will convey the Property to the City and the City will reacquire the Property and acquire the Developer's interest in Project related work product by paying the Purchase Price and Project-related development costs and expenses incurred and reasonably documented by or on behalf of the Developer up to a maximum amount of Three Hundred Thousand Dollars ($300,000). Upon the required payment by the City, the Developer will assign its interest in the plans and specifications for the Improvements and all engineering and architect contracts to the City, without representation or warranty.

Section 3.11 Revival of 2018 Disposition and Development Agreement. The Property is identified and approved for disposition pursuant to the Long Range Property Management Plan approved by the Oversight Board for the former Redevelopment Agency of the City of Livermore, and approved by the California Department of Finance, that approved the disposition of the Property for a hotel. This Agreement is intended to fulfill and complete the agreements executed by the parties prior to September 30, 2019, and to complete disposition of the Property before December 31, 2022. In the event that a court of competent jurisdiction determines that the exceptions in Government Code section 54234(a) do not apply to this Agreement, or determines that a decision by the California Department of Housing and Community Development should be upheld to prevent the transfer of the Property pursuant to this Agreement, the Parties hereby express intent that either of those decisions will work to automatically revive the 2018 Disposition and Development Agreement that this Agreement intended to amend and restate. The Parties expressly state the intent of this Agreement relative to the Property is to amend and restate the 2018 Disposition and Development Agreement so that the transaction can b44e completed.

ARTICLE 4.
DESIGN REQUIREMENTS

Section 4.1 Design in Conformance with Project Documents. In designing and constructing the Project, the Developer shall cause all subsequent design documents prepared by the Developer to be substantially consistent with the Scope of Development attached as Exhibit O and the Project Documents. The Scope of Development and the Project Documents shall establish the baseline design standards from which the Developer shall prepare the Final Construction Drawings.

Section 4.2 Additional Permits and Approvals. Within the time specified in the Schedule of Performance (as such times may be extended pursuant to Section 11.4 or by mutual agreement of the Parties or by other provisions of this Agreement), Developer shall obtain all permits and approvals necessary to construct the Improvements and Public Improvements. All applications for such permits and approvals shall be consistent with the approved Project Documents. The Developer acknowledges that execution of this Agreement by the City does not constitute approval by the City of any required permits, applications, or allocations, and in no way limits the discretion of the City in the permit, allocation and approval process. The City shall provide reasonable assistance to the Developer in securing such permits and approvals.

Section 4.3 City Review. The Developer shall be solely responsible for all aspects of the Developer's conduct in connection with the Improvements and Public Improvements, including, but not limited to, the design of the Improvements and Public Improvements, the quality and suitability of the Project Documents related to the Improvements and Public Improvements, the supervision of construction work, and the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property managers. Any review or inspection undertaken by the City with reference to the Project is solely for the purpose of determining whether the Developer is properly discharging its obligations to the City under this Agreement, and should not be relied upon by the Developer or by any third parties as a warranty or representation by the City as to the quality of the design or construction of the Improvements or Public Improvements.

ARTICLE 5.
PRECONDITIONS TO COMMENCEMENT OF CONSTRUCTION

Section 5.1 Conditions Precedent to Commencement of Construction. As conditions precedent to the commencement of construction for the Project, the conditions set forth in this Article must first be satisfied. Satisfaction of these conditions depends on the performance by the Developer. Only the City can waive satisfaction of the conditions in this Article.

Section 5.2 City Fees. All applicable City Fees have been paid.

Section 5.3 Execution and Recordation of Pre-Construction Documents. As a condition to commencement of construction of the Project, each Pre-Construction Document shall have been agreed to by all applicable parties, and executed, acknowledged (as applicable) and delivered by all applicable parties, and recorded (as applicable) in the Official Records. The

City and Developer shall, as of the date or dates set forth in the Schedule of Performance, cooperate in good faith to agree upon, execute, acknowledge (as applicable), deliver, and record (as applicable) each Pre-Construction Document. The Parties acknowledge and agree that, except with respect to the Joint Solid Waste Facility Agreement, the material terms of each Pre-Construction Document are set forth in the applicable Exhibits to this Agreement, and that the Parties shall not deviate from such material terms in connection with the completion of the final forms of such Pre-Construction Documents. In the event that, through no fault of Developer, any Pre-Construction Document is not agreed upon, executed, acknowledged (as applicable), delivered, and recorded (as applicable) by date or dates set forth in the Schedule of Performance, all subsequent dates in the Schedule of Performance shall be extended, day-for-day until such Pre-Construction Document is agreed upon, executed, acknowledged (as applicable), delivered, and recorded (as applicable).

(a) Public Improvement Agreement. Prior to the commencement of construction of the Project, Developer and City shall enter into a Public Improvement Agreement for the dedication of streets and public ways on the Hotel Parcel and for the construction of on-site and off-site public improvements in substantial conformance with the Public Improvement Agreement attached as Exhibit M. A fully executed Public Improvement Agreement shall be recorded in the Official Records prior to the commencement of construction of the Project.

(b) Irrevocable Offer of Dedication for Public Roadway. Developer shall grant City an irrevocable offer of dedication of a right of way easement for the public roadway generally shown on Exhibit I. An executed Irrevocable Offer of Dedication for Public Roadway, including the updated Parcel Map, shall be recorded in the Official Records prior to the commencement of construction of the Project.

Section 5.4 Joint Solid Waste Facility Agreement. Prior to commencement of construction of the Project, Developer shall provide City with a fully executed Joint Solid Waste Facility Agreement. The Joint Solid Waste Facility Agreement shall include, but not be limited to, the solid waste disposal plan, performance obligations of the parties to the agreement, and a license or lease agreement from the City allowing access to the Joint Solid Waste Facility.

Section 5.5 Building Permits. Building Permits to enable the Project to be constructed have been issued by the City or are ready to issue.

Section 5.6 Updates to Title Policy. It is anticipated that, prior to commencing construction of the Project, Developer will obtain updates to the Title Policy necessary to reflect Security Financing Instruments and other encumbrances contemplated by this Agreement, placed in connection with the construction of the Improvements and Public Improvements. The City shall cooperate with Developer in connection with such updates to the Title Policy and any such title policies for Encumbrance Holders, including, without limitation, delivering such documents as may be reasonably requested by the Title Company with respect to the same.

Section 5.7 Hotel Standard Approval.

(a) As a condition to commencement of construction of the Project, the Developer shall provide to the City Final Hotel Interior Design Proposal, demonstrating compliance with the Hotel Standard requirements of this Agreement, meaning that the hotel meets or exceeds the standard of "Upscale" or "Upper Upscale" under the STR, Inc. Chain Scales Rating system or similar industry recognized rating system as more particularly described in Exhibit E.

(b) The City shall retain a hotel consultant to provide a written recommendation to the City on Developer's compliance with the Hotel Standard requirements under this Agreement to ensure that the interior design quality of the Hotel shall meet or exceed the quality of the Hotel Brands identified in Exhibit E. The Developer shall be solely responsible for any and all costs associated with the hotel consultant, including but not limited to, retention of the consultant, any coordination with the City and the Developer, and any written documentation provided by the hotel consultant.

ARTICLE 6.
CONSTRUCTION OF THE IMPROVEMENTS AND PUBLIC IMPROVEMENTS

Section 6.1 Commencement of Construction. The Developer shall commence construction of the Improvements within the time set forth in the Schedule of Performance. Construction shall be deemed to commence on the date physical work on the Property starts pursuant to a valid Building Permit from the City.

Section 6.2 Completion of Construction. The Developer shall diligently prosecute to completion the construction of the Improvements, and shall complete construction of the Improvements within the time set forth in the Schedule of Performance. The Developer shall be solely responsible for the construction of the Improvements by the time set forth for such completion in the Schedule of Performance, including all costs of design and construction.

Section 6.3 Construction of Public Improvements. The Developer shall diligently prosecute to completion the construction of the Public Improvements, as more particularly described in Exhibit L and shall complete construction of the Public Improvements within the time set forth in the Schedule of Performance. Developer shall be solely responsible for the construction of the Public Improvements by the time set forth for such completion in the Schedule of Performance, including all costs of design and construction.

Section 6.4 Construction Pursuant to Scope and Plans.

(a) The Developer shall construct the Improvements and Public Improvements in accordance with the Scope of Development, the approved Final Construction Drawings, and the terms and conditions of all City and other governmental approvals.

(b) The Developer shall submit or cause to be submitted for the City approval any proposed change in the Final Construction Drawings which materially changes the size,

location, or elevations of the Improvements or the Public Improvements, including the landscape and/or hardscape, or signage of the Improvements or the Public Improvements, or which materially changes the quality or appearance of the exterior materials of the Improvements or Public Improvements, or which would require an amendment to any Entitlements prior to making such change. The City shall reasonably approve or disapprove a proposed material change within fifteen (15) days after receipt by the City for any changes which are eligible for staff level approval. Any changes requiring Planning Commission or City Council review and approval will be subject to the City's standard public hearing process. If the City rejects the proposed material change and upon the Developer's request, the City shall provide the Developer with the specific reasons therefor, and the approved Final Construction Drawings shall continue to control.

(c) No change which is required for compliance with building codes, government health and safety regulations or other applicable laws or regulations, or to comply with changes or corrections required of the Developer in the plan check process shall be deemed material. However, the Developer must submit to the City any change that is required for such compliance within ten (10) days after making such change, and such change shall become a part of the approved Final Construction Drawings, binding on the Developer.

Section 6.5 Mechanics' Liens. The Developer shall indemnify the City and hold the City harmless against and defend the City in any proceeding related to any mechanic's lien, stop notice or other claim brought by a subcontractor, laborer or material supplier who alleges having supplied labor or materials in the course of the construction of the Improvements, or the Public Improvements, by the Developer. This indemnity obligation shall survive the issuance of a Certificate of Occupancy by the City and the termination of this Agreement.

Section 6.6 Compliance with Applicable Law. The Developer shall cause all work performed in connection with construction of the Improvements and Public Improvements to be performed in compliance with (a) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter, and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The work shall proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and the Developer shall be responsible for the procurement and maintenance thereof, as may be required of the Developer and all entities engaged in the work of constructing the Improvements and Public Improvements.

Section 6.7 Progress Reports. Until a Certificate of Occupancy has been issued by the City, the Developer shall provide the City with periodic progress reports, as reasonably requested by the City (but not more than once every calendar month), regarding the status of the construction of the Improvements. Such report shall consist of an executive summary of the work to date, including, but not limited to, the causes for any delays and the work that is anticipated for the following month, a reasonable number of construction photographs taken since the last report submitted to the City, and shall be in form reasonably acceptable to the City.

While the Public Improvements are being constructed, the Developer shall hold regular coordination meetings with the City.

Section 6.8 Entry by City. Until a Certificate of Occupancy has been issued by the City, the Developer shall permit the City, upon reasonable prior notice, through its officers, agents, or employees, to enter the Property during normal business hours to inspect the work of construction to determine that such work is in substantial conformity with the Scope of Development and the approved Final Construction Drawings or to inspect the Property for compliance with this Agreement. The City is under no obligation to (a) supervise construction, (b) inspect the Property, or (c) inform the Developer of information obtained by the City during any inspection. The Developer shall not rely upon the City for any supervision or inspection. The rights granted to the City pursuant to this Section 6.8 are in addition to any rights of entry and inspection the City may have in exercising its municipal regulatory authority.

Section 6.9 Non-Discrimination During Construction; Equal Opportunity. The Developer (for purposes of this Section 6.9, the term "Developer" shall include Developer's contractors), for itself, its successors and assigns, and transferees agrees that in the construction of the Project provided for in this Agreement:

(a) The Developer will not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, disability, actual and perceived, medical condition, age, marital status, sex, sexual orientation, Acquired Immune Deficiency Syndrome (AIDS), actual or perceived, or retaliation for having filed a discrimination complaint ("Nondiscrimination Factors"). The Developer will take affirmative steps to ensure that applicants are employed by the Developer or its applicable contractor or Hotel operator, and that its employees are treated without regard to the Nondiscrimination Factors during employment including, but not limited to, activities of: upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer or its applicable contractor or Hotel operator shall post in conspicuous places, available to its employees and applicants for employment, the applicable nondiscrimination clause set forth herein.

(b) The Developer will ensure that its or its applicable contractor's or Hotel operator's solicitations or advertisements for employment are in compliance with the aforementioned nondiscrimination factors.

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ARTICLE 7.
OBLIGATIONS WHICH CONTINUE THROUGH AND BEYOND THE COMPLETION OF CONSTRUCTION

Section 7.1 Hotel Use. The Developer covenants to use the Hotel Parcel only for the operation of a hotel and related amenities meeting the Hotel Standard for a term of not less than thirty (30) years following the date of the issuance of the Certificate of Occupancy without the prior written approval of the City, which shall not be unreasonably withheld or delayed.

Section 7.2 Community Facility Maintenance District for Downtown Core Improvements. The Developer agrees to participate in a maintenance district or districts created to fund the maintenance of Stockmen's Park and other designated downtown public facilities. The Community Facility Maintenance District for Downtown Core Improvements shall be placed onto the Hotel Parcel no earlier than one (1) year following commencement of business operations of the Hotel, and shall be placed on the annual tax bill of the Hotel Parcel in the initial amount of $30,000 increasing annually at the percent year-over-year change in the Consumer Price Index for All Urban Consumers – San Francisco Area plus one percent (1%).

Section 7.3 Maintenance. The Developer hereby agrees that, after the Close of Escrow and prior to completion of construction of the Improvements and the Public Improvements, the Improvements and the Public Improvements shall be maintained in a neat and orderly condition and in accordance with industry health and safety standards, and that, once the Hotel is completed, the Improvements and the Public Improvements shall be maintained in accordance with industry standards as to both external and internal appearance of the buildings, and common areas. The Developer shall maintain or cause to be maintained the Hotel and Onsite and Offsite Hotel Stormwater Improvements in good repair and working order, and in a neat, clean and orderly condition, including the walkways and landscaping, reasonable wear and tear excepted, and from time to time make all necessary and proper repairs, renewals, and replacements. The Developer shall not be responsible for the maintenance or replacement of the Public Improvements after permanent acceptance of the Public Improvements by the City, except as required under the conditions of approval associated with the Entitlements. In the event that there arises a condition in contravention of the above maintenance standard, then the City shall notify the Developer in writing of such condition, giving the Developer thirty (30) days from receipt of such notice to commence and thereafter diligently to proceed to cure said condition. In the event the Developer fails to cure or commence to cure the condition within the time allowed, the City shall have the right to perform all acts necessary to cure such a condition. The City shall receive from the Developer the City's reasonable cost in taking such action and shall provide reasonable evidence of such costs to the Developer.

Section 7.4 Developer to Indemnify City.

(a) The Developer shall indemnify, defend (with counsel approved by the City) and hold harmless the City and its officials, employees, agents, consultants, and contractors (collectively, the "Indemnitees") from and against any and all liabilities, losses, costs, expenses (including without limitation attorneys' fees and costs of litigation), claims, demands, actions, suits, causes of action, writs, judicial or administrative proceedings, penalties, deficiencies, fines,

orders, judgments and damages (all of the foregoing collectively "Claims") which in any manner, directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, result from, or relate to: (i) approval of this Agreement and/or the Improvements or the Public Improvements prior to the City's acceptance for permanent maintenance; (ii) performance of this Agreement on the part of the Developer or any contractor or subcontractor of Developer; and/or (iii) the development, operation, maintenance or management of the Improvements or Public Improvements prior to the City's acceptance for permanent maintenance, whether or not any insurance policies shall have been determined to be applicable to any such Claims. It is further agreed that the City does not and shall not waive any rights against Developer which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by the City.

(b) The Developer shall pay immediately upon the Indemnitees' demand any amounts owing under this indemnity. The duty of Developer to indemnify includes the duty to defend the Indemnitees or, at the Indemnitees' choosing, to pay the Indemnitees' costs of its defense in any court action, administrative action, or other proceeding brought by any third party arising from the Improvements. The Indemnitees shall have reasonable approval rights regarding decisions with respect to their representation in any legal proceeding, including, but not limited to, the selection of attorney(s). Developer's obligations set forth in this Section shall survive the issuance of the Certificate of Occupancy by the City, and termination of this Agreement. Notwithstanding the foregoing, Developer's indemnification obligations set forth in this Section 7.4 shall not apply to Claims to the extent arising from the gross negligence or willful misconduct of the Indemnitees, or any Claims arising from the activities of any Indemnitee on the Property, or any Claims arising from the breach by the City of any of its obligations under this Agreement, the Transaction Documents or the Pre-Construction Documents.

Section 7.5 Hazardous Materials.

(a) Certain Covenants and Agreements. Following possession of the Property, the Developer hereby covenants and agrees that:

(1) The Developer shall not knowingly permit the Property and Improvements or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials or otherwise knowingly permit the presence of Hazardous Materials in, on or under the Property in violation of any applicable law;

(2) The Developer shall keep and maintain the Property and Improvements and each portion thereof in compliance with, and shall not cause or permit the Property and Improvements or any portion thereof to be in violation of, any Hazardous Materials Laws;

(3) Upon receiving actual knowledge of the same the Developer shall within ten (10) days advise the City in writing of: (A) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against the Developer or the Property and Improvements pursuant to any applicable Hazardous Materials

Laws; (B) any and all claims made or threatened by any third party against the Developer or the Property and Improvements relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in the foregoing clause (A) and this clause (B) are hereinafter referred to as "Hazardous Materials Claims"); (C) the presence of any Hazardous Materials in, on or under the Property in such quantities which require reporting to a government agency; or (D) the Developer's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property and Improvements or Public Improvements or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property Improvements and Public Improvements under any Hazardous Materials Laws.

(b) Indemnity. Without limiting the generality of the indemnification set forth in Section 7.4, the Developer hereby agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to the City) the City, its board members, officers, and employees from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, reasonable attorney's fees and expenses), arising directly or indirectly, in whole or in part, out of: (1) the failure of the Developer, its agents, employees, or contractors to comply with any Hazardous Materials Law relating in any way whatsoever to the handling, treatment, presence, removal, storage, decontamination, cleanup, transportation or disposal of Hazardous Materials into, on, under or from the Property and Improvements at any time following the Close of Escrow or the Public Improvements prior to the City's acceptance for permanent maintenance; (2) the presence in, on or under the Property, Improvements, and Public Improvements prior to the City's acceptance for permanent maintenance, of any Hazardous Materials or any releases or discharges of any Hazardous Materials into, on, under or from the Property; or (3) any activity carried on or undertaken on or off the Property and Improvements, subsequent to the Close of Escrow, and whether by the Developer or any employees, agents, contractors or subcontractors of the Developer at any time occupying or present on the Property, in connection with the handling, treatment, removal, storage, decontamination, cleanup, transport or disposal of any Hazardous Materials at any time located or present on or under the Property (collectively "Indemnification Claims"). The foregoing indemnity shall further apply to any residual contamination on or under the Property, or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with Hazardous Materials Laws. Notwithstanding the foregoing, Developer's indemnity under this Section 7.5(b) shall not apply to any Claims to the extent arising solely from the gross negligence or willful misconduct of any of the City, its board members, officers, employees, or contractors.

(c) No Limitation. The Developer hereby acknowledges and agrees that the Developer's duties, obligations and liabilities under this Agreement, including, without limitation, under Section 7.5(b) above, are in no way limited or otherwise affected by any information the City may have concerning the Project and/or the presence within the Project of

any Hazardous Materials, whether the City obtained such information from the Developer or from its own investigations.

Section 7.6 No Liability for Breaches of Security. The foregoing and anything to the contrary contained in this Agreement notwithstanding, the City and Developer shall have no liability to the other Party, or any obligation to indemnify the other Party for any third party claims, for any injury to person or property caused by the acts of third persons in connection with any alleged breach of or failure to provide reasonable security, including criminal acts or other losses, nor shall this Agreement establish any duty owed in tort to, or standard of care in tort as to, either Party or any third party.

Section 7.7 Non-Discrimination.

(a) The Developer covenants and agrees for itself, its successors and its assigns in interest to the Hotel Parcel or any part thereof, that there shall be no discrimination against or segregation of any person or persons on any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code. All deeds, leases, or contracts for the sale, lease, sublease, or other transfer of the Hotel Parcel shall contain or be subject to the nondiscrimination or non-segregation clauses hereafter prescribed.

(b) Notwithstanding subdivision (a), with respect to familial status, subdivision (a) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in subdivision (a) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to subdivision (a).

Section 7.8 CFMD Assessment. Nothing in this Agreement is intended to prevent the Developer from passing-through all or a portion of any CFMD assessment applicable to the Property to guests or other patrons of the Hotel.

Section 7.9 Hotel Parking Requirements. The Developer's parking requirement will be satisfied through any combination of on-site parking and off-site valet parking at the parking parcel or other offsite parcels, consistent with the City's parking requirements and as approved through the City's entitlement process. If requested by Developer, the City will provide up to 30 parking spaces for use by the Hotel's valet parking service in other city parking facilities, provided the valet service is available for use by the general public and is not limited to hotel guests. The City may require Developer to include additional parking spaces in their valet service to meet the demands of the general public. If the Developer meets the City's parking requirements for the Hotel in accordance with the Downtown Specific Plan, through on-site parking, parking on the Parking Parcel, or off-site parking at other off-site parcels, Developer may propose an alternative use or development for the Parking Parcel. Any alternative use shall only be considered if the Parking Parcel is not needed to satisfy the parking requirements set

forth in Sections 12.6 and12.8 of this Agreement. Any alternative use or development of the Parking Parcel shall be subject to all City laws, regulations, plans or policies, including but not limited to, the Downtown Specific Plan and the City's entitlement process as they exist at the time a completed application for the alternative use or development is filed with the City.

ARTICLE 8.
ASSIGNMENT AND TRANSFERS

Section 8.1 Definitions. As used in this Article 8, the term "Transfer" means:

(a) Any total or partial sale, assignment or conveyance, or any trust or power, or any transfer in any other mode of form, of or with respect to this Agreement, or of the Property, or any part thereof or any interest therein or of the Project constructed thereon, or any contract or agreement to do any of the same; or

(b) Any total or partial sale, assignment or conveyance, or any trust or power, or any transfer in any other mode or form, of or with respect to more than a fifty percent (50%) ownership interest in the Developer, or any contract or agreement to do any of the same.

Section 8.2 Purpose of Restrictions on Transfer. This Agreement is entered into solely for the purpose of development and operation of the Improvements and Public Improvements on the Property and its subsequent use in accordance with the terms of this Agreement. The qualifications and identity of the Developer are of particular concern to the City, in view of:

(a) The importance of the redevelopment of the Property to the general welfare of the community; and

(b) The fact that a Transfer as defined in Section 8.1 above is for practical purposes a transfer or disposition of the Property.

It is because of the qualifications and identity of the Developer that the City is entering into this Agreement with the Developer and that Transfers are permitted only as provided in this Agreement.

Section 8.3 Prohibited Transfers. The limitations on Transfers set forth in this Article 8 shall apply from the Effective Date of this Agreement until the issuance of a Certificate of Occupancy by the City. Except as expressly permitted in this Agreement, the Developer represents and agrees that the Developer has not made or created, and will not make or create or suffer to be made or created, any Transfer, either voluntarily or by operation of law, without the prior approval of the City, which shall not be unreasonably withheld, conditioned, or delayed. Any Transfer made in contravention of this Section 8.3 shall be void and shall be deemed to be a default under this Agreement, whether or not the Developer knew of or participated in such Transfer.

Section 8.4 Permitted Transfers. Notwithstanding the provisions of Section 8.3, the following Transfers shall be permitted (subject to satisfaction of the conditions of Section 8.5),

so long as such Transfer is permitted under, and accomplished in accordance with this Agreement:

(a) Any Transfer creating a Security Financing Interest (defined in Section 9.1).

(b) Any Transfer directly resulting from the foreclosure of a Security Financing Interest or the granting of a deed in lieu of foreclosure of a Security Financing Interest.

(c) Any Transfer resulting directly from the death or mental incapacity of an individual.

(d) The conveyance or dedication of a portion of the Property to any public entity, including a public utility, required to allow for the development of the Project.

(e) The granting of temporary or permanent easements or permits to facilitate development of the Project.

(f) A Transfer to an Affiliate of Developer.

(g) Any Transfer contemplated by or permitted pursuant to any other provision of this Agreement,

(h) The lease of any space within the Hotel to a third-party operator of food or beverage services or of a gift or sundry shop.

(i) Any Transfer resulting in up to ninety percent (90%) in the aggregate of the direct or indirect ownership or beneficial interests in Developer, provided that, following such Transfer, PresidioCo Holdings LLC, a Delaware limited liability company (or any Affiliate of such entity, "Presidio") (which is the sole member of Developer as of the Effective Date of this Agreement) remains in Control of Developer.

(j) A Transfer otherwise approved by the City. Developer acknowledges that the City has selected Developer to develop the Hotel Parcel based on: (1) Developer's experience, skill and reputation in the hotel industry, at all times in keeping with applicable law, regulations and best practices; and (2) Developer's financial resources on a local and/or corporate level to maintain the Hotel Standard and to support its indemnity provisions under this Agreement. Any transfer under this subsection (j) shall also comply with the following:

(1) Developer shall not enter into negotiations to assign it rights or delegate, subcontract or otherwise transfer any of Developer's obligations under this Agreement to any other person or entity for a period of three (3) years from the Effective Date of this Agreement without the consent of the City. Developer shall not assign its rights, nor delegate, subcontract or otherwise transfer any of Developer's obligations under this Agreement to any other person or entity without the prior consent of the City Council.

(2) Developer shall pay City its reasonable expenses for attorney's fees and investigation costs necessary to investigate the suitability of any proposed transfer, and to review and finalize any documentation required as a condition for approving such transfer. An advance payment of one hundred thousand dollars ($100,000) towards expenses shall be paid to City prior to City consideration of any transfer request and Developer shall be responsible for paying all costs incurred by City in considering a request for transfer, including those in excess of the aforesaid deposit amount, regardless of whether City consents to the transfer.

(3) Developer shall furnish City with audited financial statements of the proposed transferee's operations for the immediately preceding three (3) operating years.

(4) Developer shall furnish City with proof satisfactory to City: (i) that the proposed transferee has at least ten (10) years of hotel management experience on a scale equal to or exceeding the scale of operations conducted by Developer; (ii) that in the last five (5) years, the proposed transferee has not suffered any significant citations or other violations or censure from any federal, state or local agency having jurisdiction over hotel operations due to any significant failure to comply with state, federal or local applicable law and that the transferee has provided the City with a complete list of all citations, violations or censures; (iii) that the proposed transferee has conducted all hotel operations in accordance with sound management practices in full compliance with all federal, state, and local laws and (iv) that the proposed transferee's financial resources are sufficient to ensure its ability to meet all of Developer's obligations under this Agreement in a timely and effective manner.

(5) Developer shall provide the City with any and all additional information, records, and/or documentation which, in the City Manager's sole determination, would facilitate the review of the proposed transfer.

Under no circumstances shall City be obliged to consider any proposed transfer if Developer is in default at any time during the period of consideration. If, in the City Manager's sole discretion, there is any doubt regarding the compliance of the Developer with the Agreement, City may require an audit of the Developer's compliance and the costs of such audit shall be paid by the Developer, in advance of the performance of said audit.

The City may, in its sole discretion, waive one (1) or more of the above requirements. Should the City consent to any transfer request, such transfer shall not take effect until all conditions relating to the City's approval have been met.

As a condition of the City approval of a Transfer described in Section 8.4(f) and 8.4(g) above, the transferee must concurrently assume the obligations of the Developer under this Agreement. As a condition of the City's approval of a Transfer described in Section 8.4(f) above, the City must review and approve the transferee's organizational documents for the purposes of determining that such transferee is an Affiliate of the Developer. As a condition of the City's approval of a Transfer described in Section 8.4(i) above, the City must review and approve Developer's organizational documents for the purposes of determining that Presidio remains in Control.

Section 8.5 Effectuation of Permitted Transfers.

(a) Other than as permitted in Section 8.4, no Transfer of a direct interest in this Agreement shall be permitted unless, at the time of the Transfer, the person or entity to which such Transfer is made, by an agreement reasonably satisfactory to the City and in form recordable among the land records, expressly agrees to perform and observe, from and after the date of the Transfer, the obligations, terms and conditions of this Agreement; provided, however, that no such transferee shall be liable for the failure of its predecessor to perform any such obligation. The City shall grant or deny approval of a proposed Transfer within sixty (60) days of receipt by the City of the Developer's request for approval of a Transfer, which request shall include evidence of the proposed transferee's business expertise and financial capacity. Subject to the provisions of Section 11.6 of this Agreement, failure by the City to approve or disapprove the proposed Transfer within sixty (60) days after receipt of the Developer's written request shall be deemed to be approval of the proposed Transfer by the City.

(b) Any assignment of rights and/or delegation of obligations under this Agreement in connection with a Transfer of a direct interest in this Agreement (whether or not the City approval is required) shall be in writing executed by Developer and the assignee or transferee, which written agreement shall name the City as an express third party beneficiary with respect to such agreement (the "Assumption Agreement") with a copy thereof delivered to the City within thirty (30) days after the effective date thereof. Upon Transfer of a direct interest in this Agreement pursuant to an Assumption Agreement, the assignor shall be relieved of liability with respect to any such obligations relating to the Project accruing from and after the date of such assignment or Transfer. Notwithstanding the foregoing, unless such assignee specifically assumes pursuant to the Assumption Agreement the obligations under this Agreement to indemnify the City with respect to the Property and Improvements, the assignor will retain such obligations and remain jointly and severally liable for such indemnity obligations with such assignee; however, in the event of such an assumption of the indemnification obligation, Developer shall be released from all liability under such indemnity obligations.

ARTICLE 9.
SECURITY FINANCING AND RIGHTS OF HOLDERS

Section 9.1 Encumbrances. Mortgages, deeds of trust, assignment of rents and security agreements, and other real and personal property security instruments to secure the funds necessary for acquisition of the Property, the construction and permanent financing of the Property, Improvements, and Public Improvements, and any other expenditures incurred in connection with the design, construction and operation of the Property, Improvements, and Public Improvements are permitted to be placed upon the Property or any personal property thereon or therein or the limited liability company interests in Developer. Such permitted security instruments and related interests shall be referred to as "Security Financing Interests". The Developer shall promptly notify the City of any Security Financing Interest that has been or will be created or attached to Developer's fee simple interest in the Property or the limited liability company interests in Developer. The foregoing notwithstanding, until the Developer is entitled to issuance of a Certificate of Occupancy, the Developer may place Security Financing

Interests only for the purpose of securing acquisition of the fee interest and for development, construction and permanent financing. As used herein: (a) "Encumbrance Holder" shall mean the holder of record of any Security Financing Interest; (b) "Foreclosure Transfer" shall mean any transfer of all or a portion of the Property or of any associated personal property or limited liability company interests in Developer pursuant to any judicial or non-judicial foreclosure or other enforcement of remedies under or with respect to a Security Financing Interest, or by voluntary deed or assignment or other transfer in lieu thereof; and "Foreclosure Transferee" shall mean any transferee (including without limitation an Encumbrance Holder) which acquires title in the Property or interest therein or of any associated personal property or of the limited liability company interests in Developer pursuant to a Foreclosure Transfer.

Section 9.2 Holder Not Obligated to Construct. No Encumbrance Holder or Foreclosure Transferee is obligated to construct or complete any Improvements or Public Improvements, or to guarantee such construction or completion. Nothing in this Agreement shall be deemed to permit or authorize any such Encumbrance Holder or Foreclosure Transferee to devote the Property or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement. A Developer Event of Default or other breach will not defeat or render invalid any Security Financing Interest. No Encumbrance Holder or Foreclosure Transferee of any Security Financing Interest shall be personally liable for the performance or observance of any covenants or conditions to be performed by the Developer under this Agreement, any Transaction Document or any Pre-Construction Document unless and until such Encumbrance Holder or Foreclosure Transferee acquires the Developer's interest in the Property and at the election of Encumbrance Holder or Foreclosure Transferee enters into a new agreement with the City. The City agrees that such Encumbrance Holder or Foreclosure Transferee may sell, assign, or otherwise dispose of any interest to which it has so succeeded or which it has so acquired. Upon such sale, assignment or disposition, such Encumbrance Holder or Foreclosure Transferee shall be released from all obligations and liabilities of the Developer whatsoever arising under this Agreement, any Transaction Document or any Pre-Construction Document from and after the date of such sale, assignment or disposition.

Section 9.3 Notice of Default and Right to Cure. Whenever the City pursuant to its rights set forth in Article 10 delivers any notice to the Developer of the occurrence of a Developer Event of Default or any other matter which may give rise to a right of termination or other claim (a "Cure Notice"), the City shall not exercise any remedy available to it unless and until each of the following have occurred: (a) a Cure Notice describing the is provided to each and every then-existing Encumbrance Holder that has notified the City in writing of (i) its interest in receiving such a notice, and (ii) its address for the receipt of such notice; and (b) such Developer Event of Default remains uncured after the expiration of the applicable cure period set forth in Section 9.4. The Cure Notice shall be sent simultaneously with any similar notice or notices of a Developer Event of Default that the City may be required to provide to Developer pursuant to Article 10. An Encumbrance Holder shall have the right and the power to cure any Developer Event of Default specified in a Cure Notice within the cure periods set forth in Section 9.4 below, and, if such Developer Event of Default is so cured, this Agreement shall remain in full force and effect. Nothing contained in this Agreement shall be deemed to permit or authorize any Encumbrance Holder or Foreclosure Transferee to undertake or continue the

construction or completion of the Improvements or Public Improvements or any other work (beyond the extent necessary to conserve or protect such improvements or construction already made) without first having expressly assumed in writing the Developer's obligations to the City under this Agreement. The Encumbrance Holder in that event must agree to complete, in the manner provided in this Agreement, the construction of the Improvements and the Public Improvements. Any such Encumbrance Holder properly completing construction of the Improvements and the Public Improvements pursuant to this Section 9.3 shall assume all rights and obligations of Developer under this Agreement and shall be entitled, upon written request made to the City, to a Certificate of Occupancy from the City.

Section 9.4 Cure of Developer Defaults. Developer Events of Default may be cured by any Encumbrance Holder in the following manner within the following time frames:

(a) For all Developer Events of Default, an Encumbrance Holder shall have (a) sixty (60) days after the later of (i) its receipt of the earliest Cure Notice issued by the City to such Encumbrance Holder setting forth such Developer Event of Default, or (ii) expiration of the applicable Cure Period set forth in Section 10.3(b) to cure such Developer Event of Default if such Developer Event of Default can reasonably be cured by an Encumbrance Holder within such sixty (60)-day period; or (b) if an Encumbrance Holder has promptly commenced to cure such Developer Event of Default within such applicable period and has been diligently prosecuting the same, but such Developer Event of Default cannot reasonably be cured by such Encumbrance Holder within such applicable period, then such Encumbrance Holder shall be provided with such additional time as is necessary to complete the cure, provided such Encumbrance Holder continues to diligently pursue such cure to completion.

(b) If a Developer Event of Default cannot practicably be cured by an Encumbrance Holder without the need for such Encumbrance Holder to obtain possession of the Property or any portion thereof or to obtain control of the Developer, or if a Developer Event of Default cannot be cured by an Encumbrance Holder (for example, the insolvency of Developer), then, in each case, if at least one Encumbrance Holder has delivered to the City within sixty (60) days after its receipt of a Cure Notice a written undertaking wherein such Encumbrance Holder agrees (1) that it will commence foreclosure proceedings forthwith, and (2) will cure or obtain an agreement from the Foreclosure Transferee that such Foreclosure Transferee will cure such Developer Event of Default (to the extent that it can be cured) upon completion of the foreclosure and the resultant Foreclosure Transfer, and if thereafter any such Encumbrance Holder actually commences foreclosure proceedings and prosecutes the same thereafter with due diligence, then the cure period shall not commence until completion of such foreclosure proceedings and the resultant Foreclosure Transfer; provided, that if said Encumbrance Holder is prevented from commencing or continuing foreclosure proceedings by any bankruptcy stay, or any order, judgment or decree of any court or regulatory body of competent jurisdiction, and said Encumbrance Holder diligently seeks release from or reversal of such stay, order, judgment or decree, then the cure period shall not commence until such stay, order, judgment or decree is released or reversed, and such foreclosure proceedings and the resultant Foreclosure Transfer are thereafter actually commenced and prosecuted thereafter with due diligence to completion. Upon completion of any such Foreclosure Transfer, the Foreclosure Transferee (whether such Foreclosure Transferee is the Encumbrance Holder or another party) shall have until the

expiration of the applicable cure periods set forth in this Section 9.4 to cure the Developer Event of Default giving rise to such Foreclosure Transfer, to the extent curable by such Foreclosure Transferee (unless such Developer Event of Default has already been cured), and any other Developer Events of Default that may then exist and be curable by such Foreclosure Transferee. The Encumbrance Holder shall have the right to terminate its foreclosure proceedings hereunder in the event of a cure of a Developer Event of Default giving rise to such foreclosure proceedings. If an Encumbrance Holder or a Foreclosure Transferee obtains possession through foreclosure proceedings and assumes obligations to construct Improvements, the Schedule of Performance will be extended as needed to account for the time expended by such Encumbrance Holder or Foreclosure Transferee to commence and then complete such foreclosure proceedings. Upon the curing of any Developer Event of Default by an Encumbrance Holder or Foreclosure Transferee within the time provided in this Section 9.4, the City's right to pursue any remedies for the cured Developer Event of Default shall terminate.

Section 9.5 Failure of Holder to Complete Improvements or Public Improvements. Subject to Section 10.3(b), in any case where after a default by the Developer in completion of construction of the Improvements or Public Improvements, under this Agreement, the Encumbrance Holder or Foreclosure Transferee, having first exercised its option to construct and also obtained possession of the Property or control of Developer, has not proceeded diligently with construction within six (6) months after obtaining possession of the Property, the City shall be afforded those rights against such Encumbrance Holder or Foreclosure Transferee it would otherwise have against the Developer under this Agreement.

Section 9.6 Right of City to Cure. In the event of a default or breach by the Developer of a Security Financing Interest prior to the completion of construction of the Improvements or Public Improvements, and if the Encumbrance Holder or Foreclosure Transferee has not exercised its option to complete the construction of the Improvements or the Public Improvements, the City may cure such default, provided that Developer is given ten (10) days prior notice of the City's intention to cure such default and does not thereafter immediately commence and continue with due diligence to complete to cure such default, and provided that City's right to cure shall be coterminous with the Developer's cure rights under the Security Financing Interest. In such event the City shall be entitled to reimbursement from the Developer of all reasonable costs and expenses incurred by the City in curing the default.

Section 9.7 Right of City to Satisfy Other Liens. After the Close of Escrow and after the Developer has had a reasonable time to challenge, cure, or satisfy any liens or encumbrances on the Property, or any portion thereof, which is not permitted under this Agreement, and has failed to do so, in whole or in part, the City shall, upon at least ten (10) days' prior written notice to the Developer, have the right to satisfy any such lien or encumbrances; provided, however that nothing in this Agreement shall require the Developer to pay or make provision for the payment of any tax, assessment, lien or charge so long as the Developer in good faith shall contest the validity or amount thereof and so long as such delay in payment shall not subject the Property or any portion thereof to forfeiture or sale.

Section 9.8 Holder to be Notified. To the extent deemed necessary by the City, the Developer shall use good faith efforts to insert each applicable term contained in this Article 9

related to Security Financing Interest or the rights of Encumbrance Holders into each Security Financing Interest or shall procure acknowledgement of such terms by each prospective Encumbrance Holder prior to its coming into any security right or interest in the Property or portion thereof.

Section 9.9 Modifications. If an Encumbrance Holder should, as a condition of providing financing or funding for development of all or a portion of the Improvements, Public Improvements, or other portions of the Project, request any modification of this Agreement, the Transaction Documents or any Pre-Construction Agreement in order to protect its interests in the Project, the City shall consider such request in good faith consistent with the purpose and intent of this Agreement and the rights and obligations of the Parties under this Agreement. In addition, the City agrees to cooperate reasonably with each Encumbrance Holder or prospective Encumbrance Holder in confirming or verifying the rights and obligations of each Encumbrance Holder under this Agreement, the Transaction Documents or the Pre-Construction Documents.

Section 9.10 Estoppel Certificates. Either Party, at any time and from time to time following Close of Escrow, within fifteen (15) days of receipt of a written request from the other Party, shall execute and deliver to such Party a written statement that, to the knowledge of the certifying Party (i) this Agreement, the Transactions Documents and the Pre-Construction Documents are in full force and effect and binding obligation of the Parties, (ii) this Agreement, Transaction Documents and the Pre-construction Documents have not been amended or modified, or if so amended or modified, identifying the amendments or modifications, and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, describing the nature of any such defaults.

Section 9.11 Participation in Insurance and Condemnation Proceedings. It is agreed, notwithstanding any other provision of this Agreement to the contrary, that, at all times while a Security Financing Interests remains in effect, all policies of insurance required to be maintained by Developer under this Agreement or otherwise in effect for the Project contain a standard mortgagee protection endorsement, and the Encumbrance Holder shall be entitled to hold the originals of all such policies. The Encumbrance Holder shall be entitled to participate in the settlement or adjustment of any losses covered by such policies of insurance and no such settlement or adjustment shall be accepted or approved without the specific consent in writing of such Encumbrance Holder. In addition, at all times while a Security Financing Interests remains in effect, the Encumbrance Holder shall be entitled to participate in any settlement of or any stipulation of judgment with respect to any condemnation proceeds affected all or any portion of the Property or any agreement to sell all or any portion of the Property in lieu of condemnation, and no such settlement, stipulation or agreement shall be made or entered into without the specific consent in writing of such Encumbrance Holder.

Section 9.12 Multiple Encumbrance Holders. If at any time there is more than one Security Financing Interest constituting a lien on the Project or any interest therein, the lien of the Encumbrance Holder prior in time to all others shall be vested with the rights under this Article 9 to the exclusion of the holder of any other Security Financing Interest; provided, however, that if the holder of a senior Security Financing Interest fails to exercise the rights set forth in this Article 9, each holder of a junior Security Financing Interest shall succeed to the

rights set forth in this Article 9 only if the holders of all Security Financing Interests senior to it have failed to exercise the rights set forth in this Article 9.

ARTICLE 10.
DEFAULT AND REMEDIES

Section 10.1 Application of Remedies. The provisions of this Article 10 shall govern the Parties' remedies for breach of this Agreement.

Section 10.2 Fault of City.

(a) Event of Default. Following notice and cure as set forth in Section 10.2(b) below, each of the following events constitutes a "City Event of Default" and a basis for the Developer to take action against the City:

(1) The City fails to convey the Property as provided in this Agreement and the Developer is otherwise entitled by this Agreement to such conveyance.

(2) The City breaches any other material provision of this Agreement.

(b) Notice and Cure Procedure; Remedies. Upon the occurrence of any of the above-described events, the Developer shall first notify the City in writing of its purported breach or failure, giving the City thirty (30) days from receipt of such notice to cure such breach or failure. In the event the City does not then cure the default within such thirty (30)-day period (or, if the default is not reasonably susceptible of cure within such thirty (30)-day period, the City fails to commence the cure within such period and thereafter to prosecute the cure diligently to completion), then the Developer shall be entitled to any rights afforded it in law or in equity by pursuing any or all of the following remedies: (1) terminating this Agreement by written notice to the City; (2) prosecuting an action for damages (excluding punitive damages and consequential damages); or (3) seeking any other remedy available at law or in equity (excluding punitive damages and consequential damages), including, without limitation, an action for specific performance.

Section 10.3 Fault of Developer.

(a) Event of Default. Following notice and cure as set forth in Section 10.3(b) below, each of the following events individually constitutes a "Developer Event of Default" and a basis for the City to take action against the Developer:

(1) The Developer does not attempt diligently and in good faith to cause satisfaction of the conditions in Article 2 benefiting the Developer within the reasonable control of the Developer by the time set forth in the Schedule of Performance.

(2) The Developer fails to construct the Improvements and Public Improvements, in accordance with Article 6 within the time set forth in the Schedule of

Performance, as set forth in Exhibit N, as such times may be extended pursuant to Section 11.4 or by mutual agreement of the Parties.

(3) The Developer has breached its obligations under Section 7.1.

(4) Prior to the issuance of a Certificate of Occupancy for the Hotel, the Developer attempts or completes a Transfer except as permitted under Article 8.

(5) The Developer's: (1) filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or ninety (90) days after the filing; (2) making a general assignment for the benefit of creditors; (3) applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or ninety (90) days after the filing; (4) insolvency as evidenced by an entered decree by a court of competent jurisdiction; or (5) failure, inability or admission in writing of its inability to pay its debts as they become due.

(6) Following the Close of Escrow and prior to the issuance of a Certificate of Occupancy for the Hotel, the Developer defaults under any Security Financing Interest, has not cured such default within the applicable cure period contained in such agreement evidencing such Security Financing Interest and the applicable Encumbrance Holder has elected in writing to accelerate the debt secured by such Security Financing Interest.

(7) The Developer breaches any other material provision of this Agreement.

(b) Notice and Cure Procedure. Upon the happening of any of the above-described events the City shall first notify the Developer in writing of its purported breach or failure, giving the Developer thirty (30) days from receipt of such notice to cure such breach or failure. If the Developer does not cure the default within such thirty (30)-day period (or if the default is not reasonably susceptible of being cured within such thirty (30)-day period, the Developer fails to commence the cure within such period and thereafter to prosecute the cure diligently to completion), then the City shall be afforded all of its rights at law or in equity by taking any or all of the following remedies: (1) terminating this Agreement by written notice to the Developer; (2) prosecuting an action for damages (excluding specific performance, punitive damages and consequential damages); or (3) seeking any other remedy available at law or in equity (excluding punitive damages and consequential damages). If the City elects to terminate this Agreement, the provisions of this Agreement that are specified to survive such termination shall remain in full force and effect.

Section 10.4 Right of Reverter. Following the Close of Escrow, if the Developer fails to commence the construction of the Improvements or Public Improvements by the Outside Date (as the Outside Date may be extended pursuant to Section 11.4 or other provisions of this Agreement), then the City may, in addition to other rights granted in this Agreement, re-enter and take possession of the Property with all improvements on the Property, and revest in the City the estate previously conveyed to the Developer by the City with respect to the Property subject

to the provisions set forth below. The City's rights under this Section 10.4 shall terminate and be of no further force and effect once the Developer commences construction of the Improvements.

The interest created pursuant to this Section 10.4 shall be a "Power of Termination" as defined in California Civil Code Section 885.010. The City's Power of Termination shall be subordinate and subject to and be limited by and shall not defeat, render invalid, or limit:

(a) Any Security Financing Instrument with respect to the Property; or

(b) Any rights or interests provided in this Agreement for the protection of the holder of a Security Financing Interest with respect to the Property.

(c) Any leases affecting the Property as of the date of such termination.

Upon revesting in the City of title to the Property as provided in this Section 10.4, the City shall, pursuant to its responsibilities under state law, use its best efforts to resell the Property as soon as possible, in a commercially reasonable manner and consistent with the objectives of such law, to a qualified and responsible party or parties (as reasonably determined by the City) who will assume the obligation of making or completing such improvements as are acceptable to the City in accordance with the uses specified for the Property and in a manner satisfactory to the City. Upon such resale of the Property the proceeds thereof shall be applied as follows:

(1) First to reimburse the City on its own behalf for all costs and expenses incurred by the City, including but not limited to salaries of personnel and legal fees incurred in connection with the recapture, management, and resale of the Property (but less any income derived by the City from any part of the Property in connection with such management); all taxes, installments of assessments payable prior to resale, and water and sewer charges with respect to the Property (or, in the event the Property is exempt from taxation or assessment or such charges during the period of ownership by the City, an amount equal to the taxes, assessments, or charges that would have been payable if the Property was not so exempt); any payments made or necessarily to be made to discharge any encumbrances or liens existing on the Property at the time of revesting of title in the City or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Developer, its successors or transferees; expenditures made or obligations incurred with respect to the making or completion of the Property or any part thereof; and any amounts otherwise owing the City by the Developer and its successors or transferee.

(2) Second, to reimburse the Developer, its successor or transferee, up to the amount equal to the Purchase Price for the Property, plus the fair market value of the improvements the Developer has placed on the Property, less any funds paid by the City to remove any encumbrances or liens and gains or income withdrawn or made by the Developer from the Property, or the Improvements or Public Improvements thereon. Notwithstanding the foregoing, the amount calculated pursuant to this paragraph (2) shall not exceed the fair market value of the Property together with the Improvements and Public Improvements thereon as of the date of the default or failure which gave rise to the City's exercise of the right of reverter.

(3) Third, any balance remaining after such reimbursements shall be retained by the City as its property.

The rights established in this Section 10.4 are to be interpreted in light of the fact that the City will convey the Property to the Developer for development and not for speculation.

Section 10.5 Rights and Remedies Cumulative. Except as otherwise provided, the rights and remedies of the Parties are cumulative, and the exercise or failure to exercise any right or remedy shall not preclude the exercise, at the same time or different times, of any right or remedy for the same default or any other default.

Section 10.6 Survival. Upon termination of this Agreement under this Article 10, the following provisions of this Agreement shall survive: Section 2.3, Section 3.7, Section 3.8, Section 3.9, Section 6.5, Section 7.4, Section 7.5, Section 8.5, and Article 12. This Section 10.6 exists for reference purposes only, and does not alter the scope or nature of the surviving provisions.

ARTICLE 11.
GENERAL PROVISIONS

Section 11.1 Identity of Developer. The Developer represents and warrants to the City as of the Effective Date and as of the Close of Escrow, as follows:

(a) Organization. The Developer is a limited liability company, duly organized, validly existing and in good standing under the laws of Delaware with full power and authority to conduct its business as presently conducted and to execute, deliver and perform its obligations under this Agreement.

(b) Authorization. The Developer has taken all necessary action to authorize its execution, delivery and, subject to any conditions set forth in this Agreement performance of the Agreement. Upon the Effective Date of this Agreement, this Agreement shall constitute a legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms, subject to all applicable bankruptcy laws and laws affecting the rights of creditors generally.

(c) No Conflict. The execution, delivery and performance of this Agreement by the Developer does not and will not conflict with, or constitute a violation or breach of, or constitute a default under (i) the charter or incorporation documents of the Developer, (ii) any applicable law, rule or regulation binding upon or applicable to the Developer, or (iii) any material agreements to which the Developer is a party.

(d) No Litigation. To the Developer's actual knowledge, there is no pending or threatened litigation, suit, action or proceeding before any court or administrative agency affecting the Developer or the Property that would, if adversely determined, materially and adversely affect the Developer or the Property or the Developer's ability to perform its obligations under this Agreement or to develop and operate the Project.

(e) No Material Adverse Change. There has been no material adverse change in the financial condition of the Developer since the Effective Date.

(f) Default Under Other Agreements. There is no event, act or omission which constitute, or but for the passage of time or the giving of notice, or both, would constitute a breach, violation or default by Developer under any agreement materially related to the development or operation of the Property, Improvements, or Public Improvements, including but not limited any other partnership agreement, joint venture agreement, or loan agreement.

Until the Close of Escrow, Developer shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 11.1 not to be true, immediately give written notice of such fact or condition to the City. Upon the Developer's Transfer prior to the Close of Escrow, the Developer shall cause the Developer's assignee to update the representations and warranties set forth above.

Section 11.2 Notices, Demands and Communications. Formal notices, demands, submittals and communications between the City and the Developer shall be sufficiently given if, and shall not be deemed given unless, delivered personally, or dispatched by certified mail, return receipt requested, or by reputable overnight delivery service with a receipt showing date of delivery, to the principal offices of the City and the Developer as follows:

City:	City of Livermore 1052 S. Livermore Avenue Livermore, California 94550 Attn: City Manager
Developer	2205 Railroad Avenue LLC 262 Glorietta Blvd. Orinda, CA 94563 Attn: Rikesh Patel
With a copy to:	Murphy Austin Adams Schoenfeld LLP 555 Capitol Mall, Suite 850 Sacramento, CA 95814 Attn: Vincent Wong , Esq.

Such written notices, demands, and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section 11.2. Delivery shall be deemed to have occurred at the time indicated on the receipt for delivery or refusal of delivery.

Section 11.3 Non-Liability of Officials, Employees and Agents. No member, partner, beneficial interest holder, official, employee, officer, consultant, counsel, or agent of a Party

shall be personally liable to the other Party, or any successor in interest to the other Party, in the event of any default or breach or for any amount or on any obligation under the terms of this Agreement.

Section 11.4 Enforced Delay. In addition to specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement or the Schedule of Performance shall be extended, where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics or pandemics, including the Covid-19 pandemic; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority (except for restrictions or priorities established by the Party required to perform the action required under this Agreement); litigation; unusually severe weather; inability to secure necessary labor, materials or tools; or acts or the failure to act of the City or any other public or governmental agency or entity including breaches by the City under this Agreement, any Transaction Document or Pre-Construction Agreement; or any other cause beyond the affected Party's reasonable control (except that acts or the failure to act of a Party shall not excuse performance by such Party, including without limitation the Developer's inability to obtain financing for the Project or the economic infeasibility of the Project) ("Force Majeure"). An extension of time for Force Majeure shall only be for the period of the enforced delay, which period shall commence to run from the time of the notification of the delay by the Party requesting the extension to the other Party. The Party requesting an extension of time under this Section 11.4 shall give notice promptly following knowledge of the delay to the other Party. If, however, notice by the Party claiming such extension is sent to the other Party more than thirty (30) days after knowledge of the commencement of the delay, the period shall commence to run upon the earlier of (i) thirty (30) days prior to the giving of such notice or (ii) the date that the other Party received knowledge of the events giving rise to the delay.

Section 11.5 Delegation of Authority. Upon approval of this Agreement by the City Council, the City Manager is authorized to execute any and all Pre-Construction Documents and Transaction Documents on behalf of the City, including but not limited to the updated Parcel Map.

Section 11.6 Submittals and Approvals. Various submittals are required by the Developer pursuant to this Agreement. As expressly provided by this Agreement, the City shall approve or disapprove certain submittals from Developer within specified timeframes or else such submittal shall be deemed approved by the City. Notwithstanding the provisions for deemed approval, no submittal or matter shall be deemed approved unless the request for approval contains the following provision, in bold print with the appropriate time period stated:

NOTICE IS HEREBY GIVEN THAT PURSUANT TO SECTION __ OF THE DDLA THAT FAILURE TO APPROVE OR DISAPPROVE THE REQUESTED MATTER WITHIN __ DAYS SHALL BE DEEMED AN APPROVAL.

Section 11.7 Inspection of Books and Records. The City has the right at all reasonable times and upon five (5) business days prior written notice to inspect the books, records and all

other documentation of the Developer pertaining to its obligations under this Agreement. Such books, records and documentation are privileged documents of the Developer containing trade secrets, private personal information, and/or the contents of real estate appraisals, engineering and/or feasibility estimates, evaluations, and other proprietary non-public information.

Section 11.8 Title of Parts and Sections. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of its provision. References to "Articles" and "Sections" are to sections of this Agreement, unless otherwise specifically provided.

Section 11.9 Applicable Law. This Agreement shall be interpreted under and pursuant to the laws of the State of California.

Section 11.10 Severability. If any term, provision, covenant or condition of this Agreement is held in a final disposition by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 11.11 Legal Actions. In the event any legal action is commenced to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach thereof, each Party shall bear their own attorneys' fees and no attorneys' fees may be awarded to the Party prevailing in the action.

Section 11.12 Binding Upon Successors; Covenants to Run with Land. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, and assigns of each of the Parties; provided, however, that there shall be no Transfer except as permitted in under the terms of this Agreement. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any successor, heir, administrator, executor, successor, or assign of such Party who has acquired an interest in compliance with the terms of this Agreement or under law.

The terms of this Agreement shall run with the land, and shall bind all successors in title to the Property until the termination of this Agreement, except that the provisions of this Agreement that are specified to survive termination of this Agreement shall run with the land in perpetuity and remain in full force and effect following such termination. Every contract, deed, or other instrument hereafter executed covering or conveying the Property, or any portion thereof, shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the City expressly releases the Property, or the applicable portion of the Property, from the requirements of this Agreement.

Section 11.13 Parties Not Co-Venturers. Nothing in this Agreement is intended to or does establish the Parties as partners, co-venturers, or principal and agent with one another.

Section 11.14 Entire Understanding of the Parties. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the conveyance of the Property and the development of the Project.

Section 11.15 Counterparts. This Agreement may be executed in counterparts and multiple originals.

Section 11.16 Amendments. The Parties can amend this Agreement only by means of a writing signed by both Parties.

Section 11.17 Recordation of Memorandum of DDLA. The Parties consents to the recordation of the Memorandum of DDLA in the Official Records against the Developer's interest in the Property.

Section 11.18 Standard of Approval. Any consents or approvals required or permitted under this Agreement shall not be unreasonably withheld or made, except where it is specifically provided that a sole discretion standard applies.

Section 11.19 Effectiveness of Agreement. This Agreement is dated for convenience only and shall only become effective on the Effective Date.

Section 11.20 Interpretation. The use in this Agreement of the words "including", "such as" or words of similar import when following any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific statements, terms or matters, whether or not language of non-limitation, such as "without limitation" or "but not limited to", or words of similar import, is used with reference thereto.

Section 11.21 No Gift or Dedication. Except as otherwise specified in the Parcel Map or deed restriction requiring a rooftop public open space on the Hotel, this Agreement shall not be deemed to be a gift or dedication of any portion of the Property to the general public, for the general public, or for any public use or purpose whatsoever. Except as otherwise specified above, Developer shall have the right to prevent or prohibit the use of or access to any portion of the Hotel by any member of the general public.

ARTICLE 12.
SITE ACQUISITION LOAN

Section 12.1 Loan amount. The City shall make a loan to the Developer in the principal amount of $1,923,750 ("Site Acquisition Loan"). The Site Acquisition Loan shall be evidenced by the Promissory Note and a Deed of Trust, in the forms attached as Exhibit K and Exhibit C.

Section 12.2 Use of Loan Funds. The Developer is assuming the Site Acquisition Loan to fund the acquisition of the Parking Parcel to help satisfy a portion of the parking requirements in the conditions of approval for the Hotel. All loan funds transferred or provided for the Site Acquisition Loan shall be used exclusively for Developer to acquire the Parking Parcel. The

Developer understands that any other use of the Site Acquisition Loan funds shall be deemed an Event of Default under Section 12.13 of this Agreement and subjects the Developer to all legal remedies.

Section 12.3 Loan term. The term of the loan shall start on the date of loan dispersal and terminate no later than December 31, 2025.

Section 12.4 Interest. The Site Acquisition Loan shall bear annual simple interest at rate of 3.5%, except that the Default Interest rate shall be the amount set forth in Section 12.5 shall apply in a Loan Event of Default defined in Section 12.13.

Section 12.5 Default Interest Rate. In the event of a Loan Event of Default as set forth in Section 12.13, the principal balance of the Site Acquisition Loan will bear interest at the default interest rate of the lesser of ten percent (10%), compounded annually, or the highest rate permitted by law as set forth in the Promissory Note (the "Default Interest Rate").

Section 12.6 Loan conditions to Disbursement. Developer agrees to lease the Parking Parcel to the City at no cost for use as a temporary overflow public parking lot for a period of up to three years from the execution of the Lease and Operating Agreement for the Parking Parcel, or until construction of the Hotel is at least 40 percent complete, whichever is earlier. However, at a minimum, the City shall be permitted to use the Parking Parcel until September 30, 2024. The City may relinquish its use of the Parking Parcel prior to this time if it is no longer needed for temporary overflow parking. Once the City's right to use the property has lapsed, Developer may at any time submit a written notice to the City that the lease will be terminated within 30 days to allow Developer to begin construction of permanent parking improvements.

Section 12.7 Security. The Developer shall secure its obligation to repay the Site Acquisition Loan, as evidenced by the Promissory Note, by executing the Deed of Trust and recording it as a lien against the Parking Parcel.

Section 12.8 Use of the Parking Parcel. The Developer agrees to use the Parking Parcel to satisfy a portion of the parking requirements identified in the conditions of approval for the Hotel.

Section 12.9 Requirements. The Deed of Trust shall be recorded against the Parking Parcel in the Official Records of Alameda County once this Agreement is executed and when all of the condition precedents are satisfied:

(a) There exists no act, failure, omission or condition that would constitute an event of default under this Agreement;

(b) Requested information has been furnished by the Developer to the City prior to the date of this Agreement;

(c) The Developer has executed and delivered to the City all other documents, instruments, and policies required under the Agreement;

(d) A title insurer reasonably acceptable to the City is unconditionally and irrevocably committed to issuing a 2017 ALTA Lender's Policy of insurance ensuring the priority of the Deed of Trust in the amount of the Site Acquisition Loan on the Parking Parcel subject only to such exceptions and exclusions as may be reasonably acceptable to the City, and containing such endorsements as the City may reasonably require; and

(e) The undisbursed proceeds of the Site Acquisition Loan, together with other funds or firm commitments for funds that the Developer has obtained in connection with the acquisition of the Parking Parcel, are not less than the amount that City determines is necessary to acquire the Parking Parcel.

Section 12.10 Disbursement. As instructed by the Developer, the City shall disburse the principal amount of the Site Acquisition Loan to help facilitate the Developer's acquisition of the Parking Parcel.

Section 12.11 Loan repayment. The Site Acquisition Loan shall be repaid as follows:

(a) Payments. Payments shall be in lawful money of the United States of America and delivered to the City at 1052 South Livermore Avenue, Livermore, California 94550, Attn: Community Development Director, or such other address and/or designee as the City may provide in writing. Any payments made by the Developer pursuant to this Section shall be applied first to pay current interest due, if any, then the cumulative interest owed, if any, then to reduce the principal amount of the Site Acquisition Loan.

(b) Payment Schedule. Developer shall make a lump sum payment of all principal and interest accrued within three months of the completion of Hotel construction, as determined by issuance of the certificate of occupancy, or by December 31, 2025, whichever is sooner.

(c) Prepayment. No prepayment penalty shall be charged to the Developer for payment of all or any portion of the Site Acquisition Loan amount prior to the end of the Term.

(d) Payment in Full. The Developer shall pay the entire outstanding principal balance of the Site Acquisition Loan, together with interest accrued thereon and all other sums accrued, no later than the Maturity Date defined in the Promissory Note. The City shall have the right to accelerate the Maturity Date and declare all sums payable under the Promissory Note immediately due and payable upon the expiration of all applicable cure periods following the occurrence of a Loan Event of Default defined in Section 12.13. All principal and accrued interest on the Site Acquisition Loan is due in full on the earlier to occur of (i) the date of any Transfer, as defined in Section 8.1, not authorized by City, (ii) the date of any default, or (iii) the expiration of the loan term.

Section 12.12 Maintenance and Damage; Hazardous Materials. During the term of the Site Acquisition Loan, and prior to its full repayment, the Developer shall maintain the Parking Parcel in good repair and in a neat, clean, and orderly condition. If there arises a condition in contravention of this requirement that has not been cured after notice from the City, then in addition to any other rights available to the City, the City shall have the right to perform all acts

necessary to cure such condition at the Developer's expense, and to establish or enforce a lien or other encumbrance against the Parking Parcel. The Developer's covenants and agreements for hazardous materials for the Property in Section 7.5 of this Agreement shall also apply to the Parking Parcel, and the Developer hereby makes those same covenants and agreements for the Parking Parcel.

Section 12.13 Event of Default – Site Acquisition Loan. In addition to the defaults and remedies in Article 10 of this Agreement for an event of default, the following events shall constitute an event of default under the Site Acquisition Loan or any Loan Documents (a "Loan Event of Default"):

(a) The Developer fails to pay when due the principal and interest payable under the Promissory Note, and such failure continues for ten (10) days after the City notifies the Developer thereof in writing;

(b) A transfer occurs in violation of Article 8;

(c) RESERVED;

(d) The Developer fails to pay prior to delinquency taxes or assessments due on the Improvements or fails to pay when due any other charge that may result in a lien on the Property or the Improvements, and Developer fails to cure such default within twenty (20) days of the date of delinquency, but in all events prior to the date upon which the holder of any such lien has the right to foreclose thereon;

(e) A default arises under any loan secured by a mortgage, deed of trust or other security instrument recorded against the Property and remains uncured beyond any applicable cure period such that the holder of such security instrument has the right to accelerate repayment of such loan;

(f) Any representation or warranty contained in this Agreement or in any application, financial statement, certificate or report submitted to the City in connection with this Agreement proves to have been incorrect in any material and adverse respect when made and continues to be materially averse to the City;

(g) If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("Bankruptcy Law"), the Developer or any general partner thereof (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Borrower or any general partner thereof in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Developer or any general partner thereof; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due;

(h) A court of competent jurisdiction shall have made or entered any decree or order (i) adjudging the Developer to be bankrupt or insolvent, (ii) approving as properly filed a

petition seeking reorganization of the Developer or seeking any arrangement for Developer under bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (iii) appointing a receiver, trustee, liquidator, or assignee of the Developer in bankruptcy or insolvency or for any of its properties, or (iv) directing the winding up or liquidation of the Developer, in each case if such decree, order, petition, or appointment is not removed or rescinded within ninety (90) days;

(i) The Developer shall have assigned its assets for the benefit of its creditors (other than pursuant to a mortgage loan) or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within ninety (90) days after such event (unless a lesser time period is permitted for cure pursuant to paragraphs (g) or (h) above or pursuant to any other mortgage on the Property, in which event such lesser time period shall apply under this subsection as well) or prior to any sooner sale pursuant to such sequestration, attachment, or execution;

(j) The Developer shall have voluntarily suspended its business or the Developer shall have been dissolved or terminated;

(k) An event of default arises under any Loan Document and remains uncured beyond any applicable cure period.

(1) The Developer fails to make any payment required for the Site Acquisition Loan within ten (10) days after the date when due as set forth in section 12.11.

(2) Any representation or warranty made by the Developer in any document for the Site Acquisition Loan proves to have been incorrect in any material respect when made.

(3) Without the City's prior written consent, the Developer transfers, or authorizes the transfer of, funds in any account required or authorized by this Agreement.

(4) Either the Deed of Trust for the Site Acquisition Loan ceases to constitute a valid and indefeasible perfected lien on the Parking Parcel, or the Agreement ceases to constitute a valid and indefeasible perfected lien on the Property, subject only to permitted exceptions to title for the Parking Parcel and Permitted Exceptions for the Property.

Section 12.14 Notice and Cure Procedure. Upon the happening of any of the above-described events the City shall first notify the Developer in writing of its purported breach or failure, giving the Developer thirty (30) days from receipt of such notice to cure such breach or failure. If the Developer does not cure the default within such thirty (30)-day period (or if the default is not reasonably susceptible of being cured within such thirty (30)-day period, the Developer fails to commence the cure within such period and thereafter to prosecute the cure diligently to completion), then the City shall be afforded all of its rights at law or in equity by taking any or all of the remedies set forth in Sections 12.15 and 12.16.

Section 12.15 Specific Remedies for Site Acquisition Loan Event of Default. During the pendency of an uncured Event of Default for a Loan Document, the City may exercise any right or remedy available under this Agreement or any other Loan Document or at law or in equity, including taking possession of the Parking Parcel. All of the City's rights and remedies following an Event of Default are cumulative, including:

(a) The City at its option may declare the unpaid principal balance of the Promissory Note, together with default interest as provided in the Promissory Note and any other charges due under the Promissory Note and the other Loan Documents, immediately due and payable without protest, presentment, notice of dishonor, demand or further notice of any kind, all of which Developer expressly waives.

(b) The City at its option may terminate all commitments to make Disbursements or to release the Parking Parcel from the Deed of Trust, or, without waiving the Event of Default, the City may determine to make further Disbursements or to release all or any part of the Parking Parcel from the Deed of Trust upon terms and conditions satisfactory to the City in its sole discretion.

(c) The City may perform any of Developer's obligations in any manner, in the City's reasonable discretion.

(d) The City, either directly or through an agent or court-appointed receiver, may take possession of the Parking Parcel and enter into contracts and take any other action the City deems appropriate.

(e) The City may apply to any court of competent jurisdiction for specific performance, or an injunction against any violation, of this Agreement or for any other remedies or actions necessary or desirable to correct Developer's noncompliance with this Agreement for the Site Acquisition Loan for the Parking Parcel.

(f) Upon the occurrence of an Event of Default, the unpaid principal balance of the Promissory Note, together with default interest as provided in the Promissory Note and any other charges due under the Promissory Note and the other Loan Documents will become due and payable automatically.

(g) All costs, expenses, charges and advances of the City in exercising its remedies or to protect the Parking Parcel will be deemed to constitute a portion of the principal balance of the Promissory Note, even if it causes the principal balance to exceed the face amount of the Promissory Note, unless Developer reimburses the City within ten (10) days of the City's demand for reimbursement.

Section 12.16 City Right's Upon Default. If, in the City's sole discretion, the Developer fails to observe or perform any condition contained in Article 12, or take diligent action towards the cure or remedy of such event, for a period of sixty (60) days after written notice from the City specifying such failure and requesting that it be cured, such event shall be deemed a default under the Site Acquisition Loan and the City shall be entitled, and in addition to all other

remedies provided by law or in equity, to compel specific performance by the Developer of its obligations under the Site Acquisition Loan, including taking possession of the Parking Parcel. Any investor limited partner of the Developer or Developer's assignee shall have the same notice and cure rights granted to the Developer, and any cure tendered by such investor shall be accepted or rejected on the same basis as if tendered by Developer.

Section 12.17 Non-Recourse. Except as provided in this subsection, neither the Developer, nor any director or indirect member or interest holder of or in the Developer, shall have any direct or indirect personal liability for payment of the principal of, and interest on, the Site Acquisition Loan. Following recordation of the Deed of Trust, the sole recourse of the City with respect to the principal of, and interest on, the Promissory Note and defaults by the Developer for the use of the Parking Parcel shall be to the Parking Parcel described in the Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability shall (i) limit or impair the enforcement against all such security for the Promissory Note of all the rights and remedies of the City against Developer thereunder, or (ii) be deemed in any way to impair the right of the City to assert the unpaid principal amount of the Promissory Note as demand for money against Developer within the meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the Promissory Note and the performance of the Developer's obligations under the Deed of Trust for the Parking Parcel, except as hereafter set forth; nothing contained herein is intended to relieve the Developer of its obligation to indemnify the City under any article or section of this Agreement, or liability for (i) fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Parking Parcel that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by the Developer other than in accordance with the Deed of Trust; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Parking Parcel.

Section 12.18 Affiliate Assignment and Assumption. The Developer's rights and obligations in this Agreement related to the Site Acquisition Loan, the acquisition of the Parking Parcel, and for the Lease and Operating Agreement for the Parking Parcel may be collectively assigned to and assumed by an Affiliate provided that: (i) the Affiliate is also an Affiliate of PresidioCo Holdings LLC; (ii) the Affiliate acquires the Parking Parcel and becomes its owner of record; and (iii) the City Manager provides prior written approval for the Developer's assignment and the Affiliate's' assumption. In the event such assignment and assumption is approved in writing by the City Manager, then the identity of the Affiliate will be inserted in place of the Developer in the Deed of Trust, the Lease and Operating Agreement for the Parking Parcel, and the Promissory Note attached respectively as Exhibits C, G, and K to this Agreement. Even if an assignment and assumption is approved in writing by the City Manager, the Developer shall remain fully responsible for compliance by its Affiliate with all the terms of this Agreement including those related to the Site Acquisition Loan, Lease and Operating Agreement for the Parking Parcel, the Deed of Trust, and the Promissory Note, regardless of the terms of any agreement between Developer and its Affiliate.

Section 12.19 Survival. The foregoing obligations in this Article 12 shall survive the expiration or termination of this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

WHEREFORE, the Parties have executed this Agreement as of the date first above written.

City:
City of Livermore, a municipal corporation

Date: _____

By: _____
Marc Roberts
Its: City Manager

APPROVED AS TO FORM

By: _____
Sr. Assistant/City Attorney

Developer:
2205 Railroad Avenue LLC,
a Delaware limited liability company

By: PresidioCo Holdings LLC,
a Delaware limited liability company,
its manager

Date: January 6, 2022

By: _____

Name: Rikesh Patel

Title: Authorized Party

LEGAL DESCRIPTION HOTEL PARCEL

PARCEL A & SUBSURFACE PARCEL C – PARCEL MAP 9999

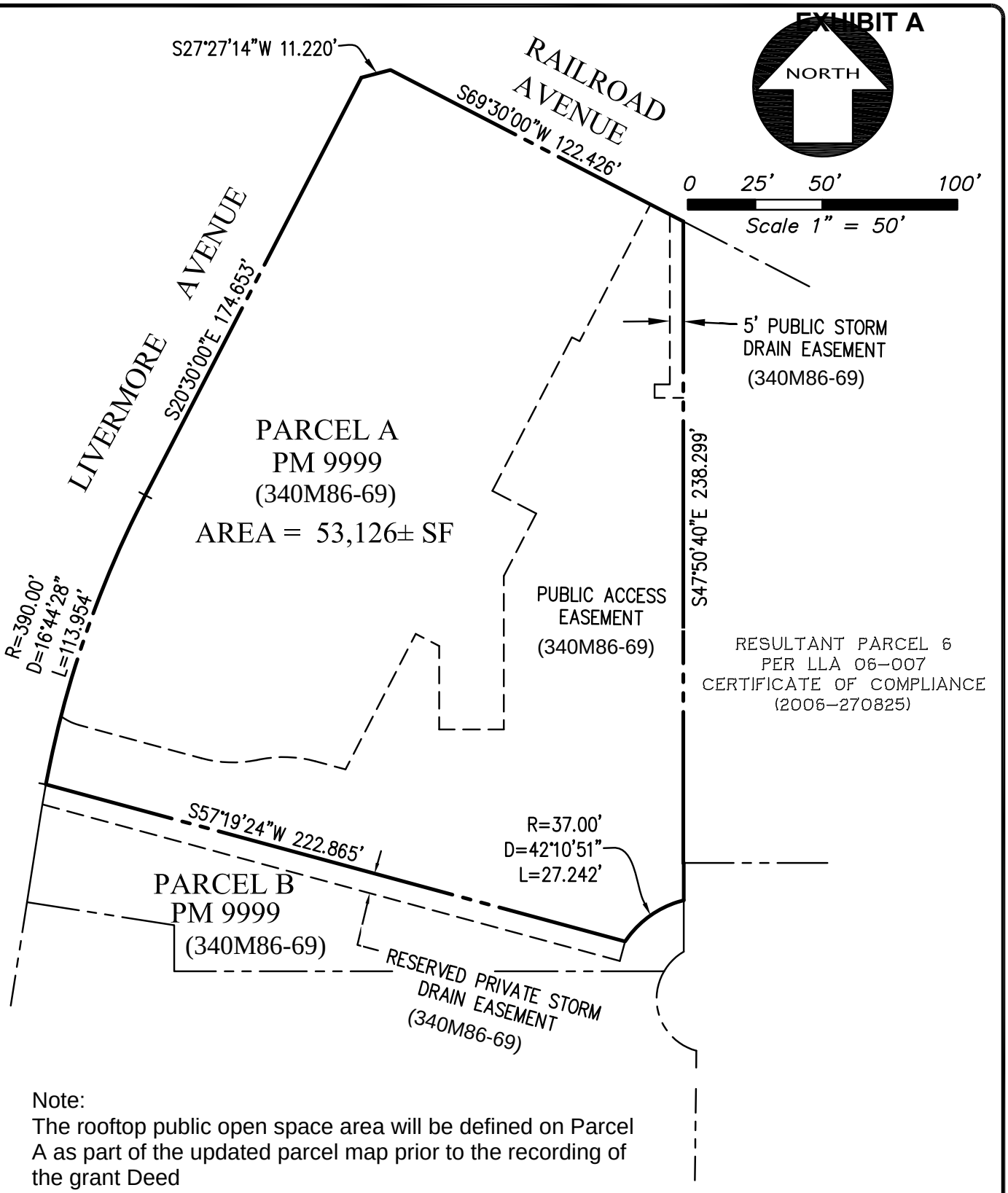
REAL PROPERTY SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL A AND SUBSURFACE PARCEL C, OF PARCEL MAP NO. 9999, RECORDED
October 3, 2018, IN BOOK 340 OF MAPS AT PAGES 86-89, ALAMEDA
COUNTY RECORDS.

PARCEL A CONTAINING 53,126 SQUARE FEET OF LAND MORE OR LESS

SUBSURFACE PARCEL C CONTAINING 50,963 SQUARE FEET OF LAND MORE OR LESS

EXHIBIT A

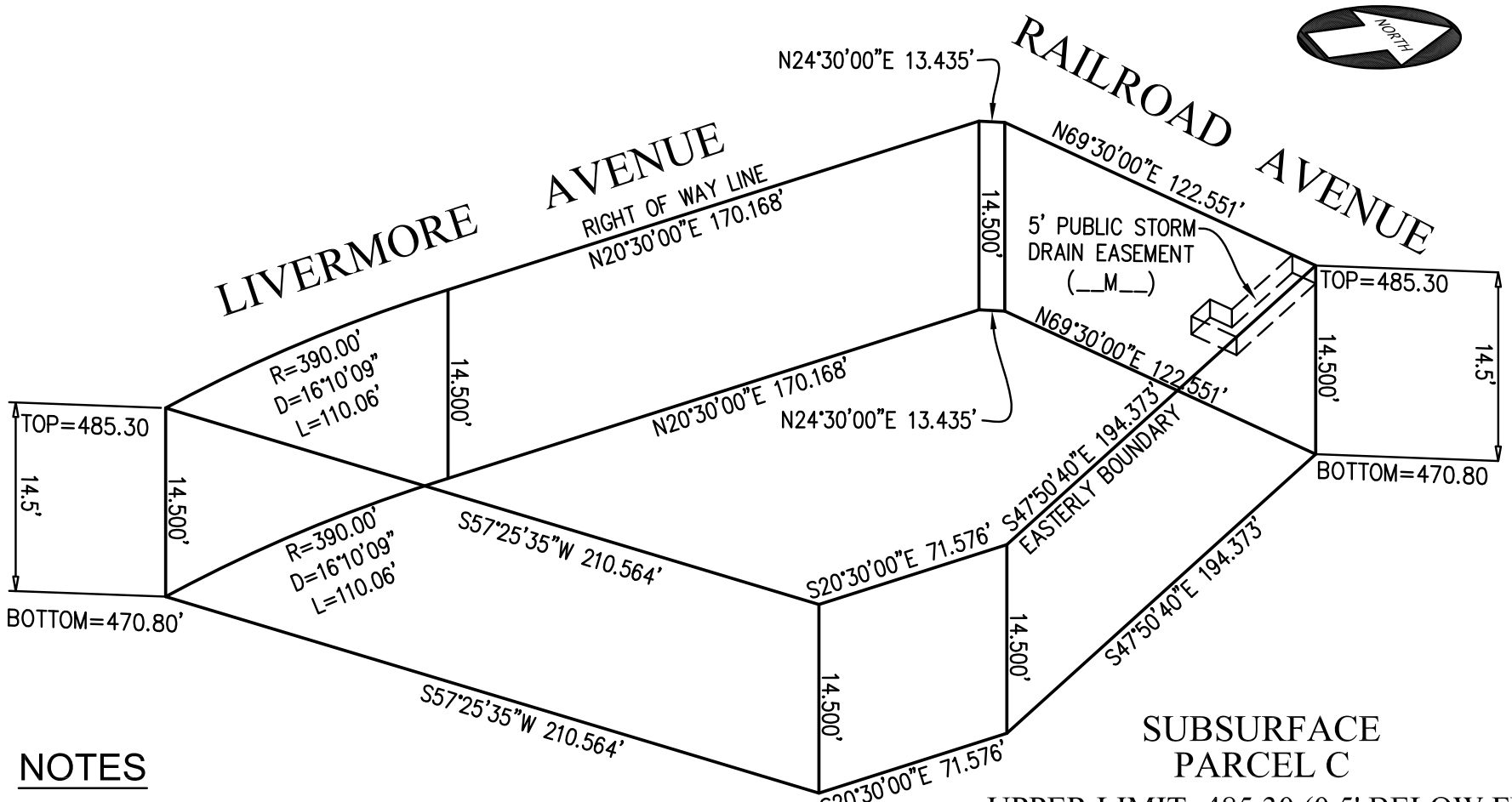


Note:
The rooftop public open space area will be defined on Parcel A as part of the updated parcel map prior to the recording of the grant Deed

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796
www.kierwright.com

PLAT - PARCEL A
PARCEL MAP 9999
LIVERMORE, CALIFORNIA

DATE	AUG 2018
SCALE	1" = 50'
BY	RJH
JOB NO.	A18527
SHEET	1 OF 1



NOTES

A PUBLIC ACCESS EASEMENT ENCUMBERS THE ENTIRE SUBSURFACE PARCEL C.

PARCEL A ENCOMPASSES ALL SIDES OF SUBSURFACE PARCEL C AND ABUTS PARCEL B, LIVERMORE AVENUE, RAILROAD AVENUE AND RESULTANT PARCEL 6. SEE SHEET 2 OF PARCEL MAP 9999.

SUBSURFACE PARCEL C

UPPER LIMIT=485.30 (0.5' BELOW FF)
LOWER LIMIT=470.80 (16.5' BELOW FF)
50,963± SF.
(1.1700± AC.)

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796
www.kierwright.com

PLAT - SUBSURFACE PARCEL C
PARCEL MAP 9999
LIVERMORE, CALIFORNIA

DATE	AUG 2018
SCALE	NOT TO SCALE
BY	RJH
JOB NO.	A18527
SHEET	1 OF 1

EXHIBIT A SHEET 3 OF 3

EXHIBIT A

City Fees

Eastside Hotel Site

Thursday, December 2, 2021

Fee Estimate Only- Final fees to be determined at permit issuance

LOCATION: **Southeast Corner of South Livermore Ave and Railroad Avenue**
BUSINESS NAME: **Presidio Hotel Development**
APPLICANT: **City of Livermore**

PROJECT ASSUMPTIONS:

1. City fees based upon adopted Development Fees tables effective JULY 1, 2021
   Non-City fees based upon adopted Zone 7 fee tables effective January 1, 2021 and TVTD fees effective July 1, 2021
2. Estimated new impervious surface for entire site: 43,724 sf (stormwater plan submitted 7-19-2019)
3. New proposed Hotel 125-135 Rooms with 1,400-2,000 SF meeting space, roof top deck and other hotel amenities (65,000 SF - 75,000 SF) (used 72,000 SF for this estimate)
4. Not Used
5. Sanitary Sewer Fee is based upon the "Mixed Use Rate" because it is within Downtown Core Area
6. Water Service:
   a. 2205 Railroad Avenue has : 2 - 5/8" WM
7. Estimate does not include Cal Water connection and meter fees
8. Estimated credits based on existing uses.
9. TVTD fees based upon other use peak hour trips
   a. Per 9th Edition ITE Manual the average am/pm weekday peak hour trips is (.53 am + .60 pm = 1.13 total /2 = 0.565)
   b. total peak hour trips is (.565 avg am/pm peak hr trips/room x 135 rooms) = 76.275 avg am/pm peak hour trips
10. Social and Human Services Facility Fee based upon "other non-residential" use rate per 1,000 s.f. (KSF)
11. Estimate does not include Planning Entitlement and Processing Fees

PROJECT INFORMATION

a Final fee to be determined at Building Permit
b Downtown Revitalization Fee credit will be given for the agreed upon cost of First Street Improvements
  Currently $777,000 Downtown Revitalization Fee credits available on a first come first serve basis

  Credits may no longer be available at the time of Building Permit
c Based on meters shown on current plan set. Final WM fees to be determinded at building permit
d Based on SF for Mixed Use, Residential and Garage shown on plans
e Final fee to be determined at final map
f Assumed Building Construction type "VA" - Estimated Building Valuation - $14,146,122.00

East Side Hotel Site Development Impact Fee Estimate

	ITEM		Unit	Rate ($/unit)	Quantity	Fee ($)	*Credits ($)*	Net Fees
1	Storm Drain (City)	2	SF	$0.49	43,724	$21,424.76	*$18,874.31*	$2,550.45
2	Storm Drain (County)	2	SF	$1.00	43,724	$43,724.00	*$38,519.00*	$5,205.00
3	Sanitary Sewer Connection - 135 room Hotel	5	SF	$4.01	72,000	$288,720.00	*$16,978.34*	$271,741.66
3a	Not Used							
4	Park Facilities Fee - 133 Room Hotel		SF	$2.682	72,000	$193,104.00	*$11,355.59*	$181,748.41
5	City Water Connection	7				**CAL WATER**		
6a	ACWFC Zone 7 Connection - 2" - Displacement (80gpm restriction)	6	EA	$235,520.00	1	$235,520.00	*$58,880.00*	$176,640.00
6b	ACWFC Zone 7 Connection - 1" Irrigation		EA	$73,600.00	1	$73,600.00		$73,600.00
7	Traffic Impact Fee - 135 room hotel	8	room	$8,268.00	135	$1,116,180.00	*$54,906.51*	$1,061,273.49
8	Tri Valley Transportation Development	9	Trips	$5,620.00	76.275	$428,665.50	*$15,835.16*	$412,830.34
9	Low Income Housing Impact Fee - 135 room hotel		room	$949.00	135	$128,115.00	*$2,488.41*	$125,626.59
10	Social and Human Services Facility Fee	10	KSF	$5.00	72.00	$360.00	*$21.17*	$338.83
11	City Wide General Plan - Cost Recovery Fee	3	SF	$0.39	72,000	$28,080.00	*$1,651.26*	$26,428.74
12	Downtown Specific Plan	3	SF	$0.31	72,000	$22,320.00	*$1,312.54*	$21,007.46
13	Downtown Revitalization Fee - Retail	b	SF	$18.02	72,000	$1,297,440.00		$1,297,440.00
16b	School Fees - Hotel/Motel	3	SF	$0.316	72,000	$22,752.00	*$2,642.02*	$20,109.98
					Subtotal	**$3,900,005.26**	**$223,464.31**	**$3,676,540.95**

Building Permit Fees

17	Art in Public Places Fee	a	EA	$0.003	$ 14,126,122.00	$46,616.20		$46,616.20
18	Building Permit (Including BASRF)	a	LS	$44,215.000	1	$44,215.00		$44,215.00
19	Fire Sprinkler Inspection Fee	a	LS	$0.000	1	$0.00		$0.00
					Subtotal	**$90,831.20**	**$0.00**	**$90,831.20**

Engineering Map and Plan Check Fees

20	Parcel Map Check Fee		LS	$6,099.000	1	$6,099.00		$6,099.00
21	Improvement Plan Check Fee	e	LS	$0.000		$0.00		$0.00
22	Inspection Fee for off-site improvements	e	LS	$0.000		$0.00		$0.00
23	Encroachment Permit Processing Fee	e	LS	$0.000		$0.00		$0.00
					Subtotal	**$6,099.00**	**$0.00**	$6,099.00

Estimated Total Development Fees **$3,773,471.16**

	Available	Used	Remaining
Stormwater Credits			
	$ 18,874.31	$18,874.31	$ -
	$ 38,519.00	$38,519.00	$ -
Sewer Credits			
	$ 16,978.34	$16,978.34	$ -
Park Credits			
	$ 11,355.59	$11,355.59	$ -
Zone 7 Water Credits			
	$ 58,880.00	$58,880.00	$ -
Traffic Credits			
	$ 54,906.51	$54,906.51	$ -
TVTD Credits			
	$ 15,835.16	$15,835.16	$ -
Low Income Housing Credit			
	$ 2,488.41	$2,488.41	$ -
Social and Human Services Credits			
	$ 21.17	$21.17	$ -
Cost Recovery Credits			
	$ 1,651.26	$1,651.26	$ -
Downtown SP Credits			
	$ 1,312.54	$1,312.54	$ -
School Fee Credits			
	$ 2,642.02	$2,642.02	$ -

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO

City of Livermore
1052 S. Livermore Avenue
Livermore, Ca. 94550-4899

Loan No.:

Space Above This Line for Recorder's Use Only

A.P.N.: 098-0282-009-00

DEED OF TRUST AND ASSIGNMENT OF RENTS

(Short Form)

THIS DEED OF TRUST, made this _____ , 2022 between

TRUSTOR: PresidioCo Holdings LLC, a Delaware limited liability company on behalf of 2205 Railroad Avenue LLC, a Delaware Limited Liability Company whose address is 262 Glorietta Boulevard, Orinda, California 94563

TRUSTEE:

and BENEFICIARY: City of Livermore, a Municipal Corporation

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the City of Livermore, Alameda County, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

If the Trustor/Grantor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any Note evidencing the same, immediately due and payable.

TOGETHER WITH the rents, issues, and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph 10 of the provisions, incorporated by reference, to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING: 1. Performance of each agreement of Trustor, incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one Promissory Note of even date herewith, and any extension or renewal thereof, in the principal sum of ONE MILLION NINE HUNDRED AND TWENTY-THREE THOUSAND SEVEN HUNDRED AND FIFTY Dollars ($1,923,750), executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record Owner of said property hereafter may borrow from Beneficiary, when evidenced by another Note (or Notes) reciting it is so secured

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the Note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County on October 18, 1961, and in all other counties on October 23, 1961, in the book and page of the Official Records in the office of the county recorder of the county where said property is located, noted below and opposite the name of such county, viz:

County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page
Alameda	435	684	Imperial	1091	501	Merced	1547	538	San Benito	271	383	Siskiyou	468	181
Alpine	1	250	Inyo	147	598	Modoc	184	851	San Bernadino	5567	61	Solano	1105	182
Amador	104	348	Kern	3427	60	Mono	52	429	San Francisco	A332	905	Sonoma	1851	689
Butte	1145	1	Kings	792	833	Monterey	2194	538	San Joaquin	2470	311	Stanislaus	1715	456
Calaveras	145	152	Lake	362	39	Napa	639	86	San Luis Obispo	1151	12	Sutter	572	297
Colusa	296	617	Lassen	171	471	Nevada	305	320	San Mateo	4078	420	Tehama	401	289
Contra Costa	3978	47	Los Angeles	T2055	899	Orange	5889	611	Santa Barbara	1878	860	Trinity	93	366
Del Norte	78	414	Madera	810	170	Placer	895	301	Santa Clara	5336	01	Tulare	2294	275
El Dorado	568	456	Marin	1508	339	Plumas	151	5	Santa Cruz	1431	494	Tuolumne	135	47
Fresno	4626	572	Mariposa	77	292	Riverside	3005	523	Shasta	684	528	Venutra	2062	386
Glenn	422	184	Mendocino	579	530	Sacramento	4331	62	Sierra	29	335	Yolo	653	245
Humboldt	657	527				San Diego Series 2 Book 1961, Page 183887						Yuba	334	486

which provisions, identical in all counties, are printed below) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale be mailed to Trustor at Trustor's address hereinbefore set forth, or if none shown, to Trustor at property address.

FURTHERMORE, in the event of foreclosure or deed in lieu of foreclosure, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate-income households or otherwise restricting the Trustor's ability to sell the Property shall have no further force or effect. Any person (including successors or assigns thereto) receiving title to the Property through a foreclosure or deed in lieu of foreclosure shall receive title to the Property free and clear from such restrictions.

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT TO THE ADDRESS CONTAINED IN THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A NEW REQUEST MUST BE RECORDED.

Signature of Trustor(s)

2205 RAILROAD AVENUE LLC,
a Delaware limited liability company

By: PresidioCo Holdings LLC,
a Delaware limited liability company,
its manager

Dated: _____, 2022

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

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

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

DO NOT RECORD

The following is a copy of provisions (1) to (14), inclusive, of the fictitious Deed of Trust, recorded in each county In California, as stated in the foregoing Deed of Trust and incorporated by reference In said Deed of Trust as being a part thereof as if set forth at length therein.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire Insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency, all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay Immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the rate called for in the note secured hereby, or at the amount allowed by law at date of expenditure, whichever is greater, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in this same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee is such reconveyance may be described as "the person or persons legally entitled thereto. Five years after issuance of such full reconveyance, Trustee may destroy said Note and this Deed of Trust (unless directed in such request to retain them.)

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, Issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, said Note(s) and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and In such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the persons or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any Indebtedness secured hereby may, from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its titJe, estate, rights, powers and duties, must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust Is recorded and the name and address of the new Trustee.

(13) That this Deed of Trust applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the Note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so required, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be party unless brought by Trustee.

----------DO NOT RECORD----------

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

To: _____, a California Corporation, **Trustee** Dated: _____

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

Mail Reconveyance to: _____

_____

_____

_____

_____ By _____

_____ By _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.
Both must be delivered to the Trustee for cancellation before reconveyance will be made.

Short Form
DEED OF TRUST
WITH POWER OF SALE
INDIVIDUAL

_____ **TITLE COMPANY, A CALIFORNIA CORPORATION**

APN: 098-0282-009-00

EXHIBIT A

Parking Parcel Description

(Legal Description of Parking Parcel to be provided by Developer upon purchase of property)

APN: 098-0282-009-00

RECORDING REQUESTED BY:
Order No.
Escrow No.
Loan No.

WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

The Undersigned grantor(s) declare(s):
CITY TRANSFER TAX $ Government Agency
DOCUMENTARY TRANSFER TAX $ Acquiring Title
SURVEY MONUMENT FEE $ Tax Code §§ 11922
Computed on the consideration or value or property conveyed; OR
Computed on the consideration or value less liens or encumbrances remaining at time of sale.

APN 098-0407-031-00 & 098-0407-033-00

Exempt from filing fees per Government Code Section §§ 27383 & 6103

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

The City of Livermore, a Municipal Corporation ("Grantor")

hereby Grant(s) in fee to
2205 Railroad Avenue LLC ("Grantee")

the real property in the City of Livermore
County of Alameda, State of California, as described in Exhibit A with the following restriction:

Grantee shall hereby grant to the City of Livermore (Grantor), public access and use to over and on said rooftop public open space described in Exhibit A. The rooftop public open space area shall include a minimum of 3,500 square feet of publicly accessible rooftop space with seating for at least 15 people. The rooftop public open space area shall be located on the southern side of the rooftop area and it shall be available for public use at least 6 days each week of the year from 11 a.m. to 8 p.m. In addition, public use of the rooftop open space shall be available each year from 9:00 a.m. to 10:00 p.m. on the Fourth of July, from 9:00 a.m. to 9:00 p.m. for the winter Holiday Parade event and the Rodeo Parade, and from 11 a.m. to 8 p.m. on all other holidays.

FOR LEGAL DESCRIPTION
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

City of Livermore, a municipal corporation

_____
Signature:

_____
Name: Title:

_____

ACKNOWLEDGMENT

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

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

LEGAL DESCRIPTION HOTEL PARCEL

PARCEL A & SUBSURFACE PARCEL C – PARCEL MAP 9999

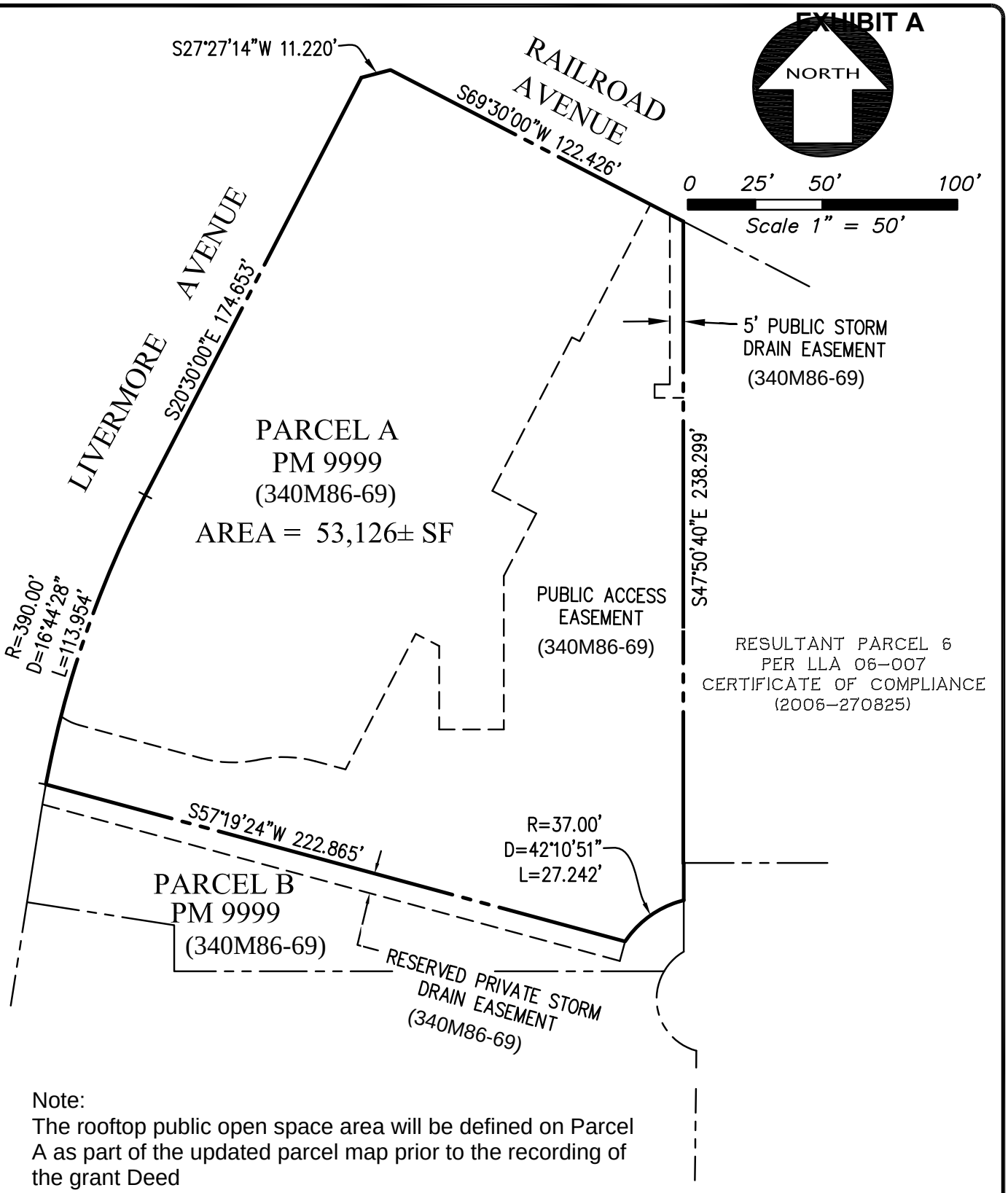
REAL PROPERTY SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL A AND SUBSURFACE PARCEL C, OF PARCEL MAP NO. 9999, RECORDED
October 3, 2018, IN BOOK 340 OF MAPS AT PAGES 86-89, ALAMEDA
COUNTY RECORDS.

PARCEL A CONTAINING 53,126 SQUARE FEET OF LAND MORE OR LESS

SUBSURFACE PARCEL C CONTAINING 50,963 SQUARE FEET OF LAND MORE OR LESS

EXHIBIT A

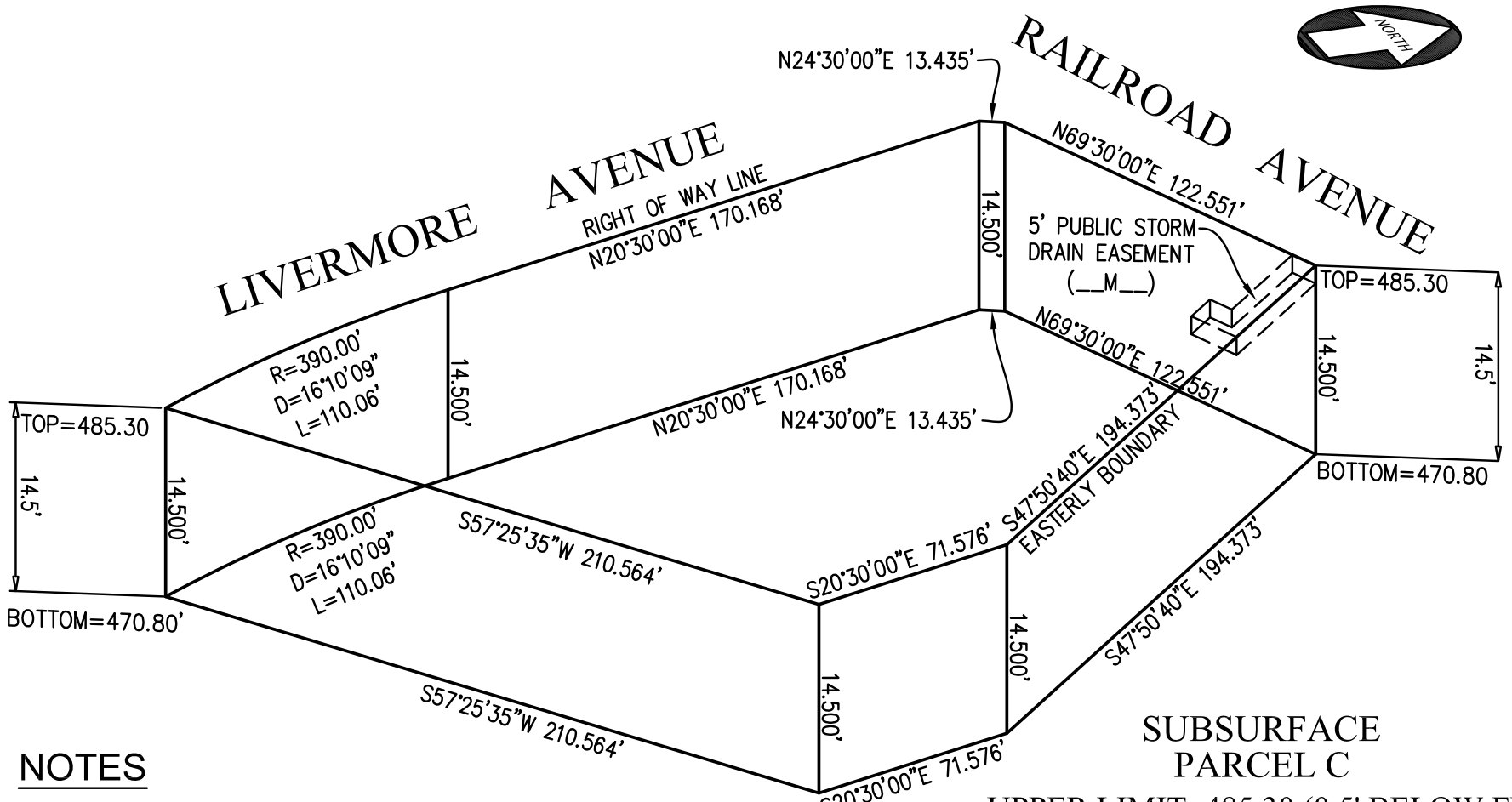


Note:
The rooftop public open space area will be defined on Parcel A as part of the updated parcel map prior to the recording of the grant Deed

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796
www.kierwright.com

PLAT - PARCEL A
PARCEL MAP 9999
LIVERMORE, CALIFORNIA

DATE	AUG 2018
SCALE	1" = 50'
BY	RJH
JOB NO.	A18527
SHEET	1 OF 1



NOTES

A PUBLIC ACCESS EASEMENT ENCUMBERS THE ENTIRE SUBSURFACE PARCEL C.

PARCEL A ENCOMPASSES ALL SIDES OF SUBSURFACE PARCEL C AND ABUTS PARCEL B, LIVERMORE AVENUE, RAILROAD AVENUE AND RESULTANT PARCEL 6. SEE SHEET 2 OF PARCEL MAP 9999.

SUBSURFACE PARCEL C

UPPER LIMIT=485.30 (0.5' BELOW FF)
LOWER LIMIT=470.80 (16.5' BELOW FF)
50,963± SF.
(1.1700± AC.)

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796
www.kierwright.com

PLAT - SUBSURFACE PARCEL C
PARCEL MAP 9999
LIVERMORE, CALIFORNIA

DATE	AUG 2018
SCALE	NOT TO SCALE
BY	RJH
JOB NO.	A18527
SHEET	1 OF 1

EXHIBIT A SHEET 3 OF 3

Hotel Standard

Developer shall develop a boutique hotel that meets or exceeds the standard of “Upscale” or "Upper Upscale" under the STR, Inc. Chain Scales Rating system or similar industry-recognized rating system. The Hotel is not required to be a branded hotel associated with a national chain and may instead be an independent hotel with a unique name and identity.

If the developer chooses to utilize a Brand for this Hotel, the choice of Brand is limited to those identified below, unless an alternative Brand is proposed in writing by the Developer and approved by the Livermore City Manager.

Hotel Brands

AC Hotels (Marriott)

Autograph Collection (Marriott)

Hilton Canopy

Curio Collection (Hilton)

Required Amenities

The amenities provided as part of the Hotel shall include a meeting room, roof-top open space/lounge area, swimming pool and interior bar/lounge, consistent with the entitlement approvals for this Project.

Interior Design Quality

The quality of the interior design of the hotel, including but not limited to the furnishings, beds, lighting, floor coverings, built in fixtures, linens, restrooms, bathtubs, showers, front desk, art, bar, other amenities and related components of the Hotel shall meet or exceed the quality and components provided by the Hotel Brands listed above as of the date of execution of this Agreement.

Required Review and Approval

Developer shall submit to the City a draft proposal demonstrating the quality of the interior design components proposed for the Hotel, no later than the date identified in the Schedule of Performance. This submittal shall include examples of the types of materials and components proposed for the Hotel interior and shall be comprised of a written description and photographic examples.

Prior to construction of the Hotel, and no later than the date specified in the Schedule of Performance, Developer shall submit to the City a Final Hotel Standards Proposal. This proposal shall provide detailed descriptions and photographic examples of the interior components of the Hotel, including but not limited to the furnishings, beds, lighting, floor

coverings, built in fixtures, linens, restrooms, bathtubs, showers, front desk, art, bar, other amenities and related components of the Hotel and shall demonstrate that they meet or exceed the quality demonstrated by the Hotel Brands listed above as of the date of the execution of this Agreement.

City shall select and contract with a Hotel consultant, whose fees shall be paid by Developer, to evaluate the components of the Final Hotel Standard Proposal and provide a finding as to whether the proposed Hotel components meet or exceed the standard of quality identified above. The consultant shall further provide recommendations on any changes that are needed to comply with these requirements.

If necessary, Developer shall revise and provide additional submittals until the City has determined, based on the recommendation of the Hotel consultant, that the Final Hotel Standards Proposal meets or exceeds the standard of quality identified above, demonstrated by the listed Hotel Brands as of the date of the execution of this Agreement. The Developer shall not begin construction of the Hotel until this condition has been satisfied.

JOINT SOLID WASTE FACILITY AGREEMENT MATERIAL TERMS

1. Parties may include the following: 2205 Railroad Avenue LLC ("Developer"), Bankhead Theater, First Street Mixed-Use Commercial Projects (East and West), Livermore Valley City Center Plaza, the Livermore Cinema, and the City of Livermore ("City").

2. Developer Responsibilities.

(a) The Developer shall be responsible for the design, construction, and ownership of the Joint Solid Waste Facility that will provide garbage, organics, and recyclable services for the Hotel, Bankhead Theater, First Street Mixed-Use Commercial Projects (East and West), Livermore Valley City Center Plaza, and the Livermore Cinema.

(b) Developer shall be responsible for all service, maintenance, operation, repair, replacement, and insurance of the Joint Solid Waste Facility.

(c) Developer shall be responsible for all coordination efforts with the participating property owners for the development of a solid waste disposal plan for the Joint Solid Waste Facility. The solid waste disposal plan shall be subject to approval by the City's Community Development Director.

(d) Developer is responsible for securing the participation of the users stated above in subparagraph (a) to join the Joint Solid Waste Facility Agreement to satisfy their individual solid waste disposal needs consistent with state, county, and local requirements. If after reasonable due diligence, the Developer is unable to secure all users agreement for the Joint Solid Waste Facility, the Developer shall be responsible to ensure that the Joint Solid Waste Facility provides waste disposal for all users stated above in subparagraph (a), including any users that are not parties to the Joint Solid Waste Facility Agreement, and that it is properly serviced, maintained, operated, repaired, and replaced, as necessary.

(e) The Joint Solid Waste Facility shall replace the temporary facility located south of the Hotel and north of the First Street Mixed-Use Commercial Project (West).

(f) The Developer shall maintain access to the temporary solid waste facility during the construction of the Project until such time as the Joint Solid Waste Facility is completed and operational. Once the Joint Solid Waste Facility is operational, the Developer shall remove the temporary solid waste facility and install new landscape and irrigation connected to the City's irrigation system at the location of the former temporary solid waste facility.

3. Term of Agreement. The term of the Joint Solid Facility Agreement ("Agreement") will commence prior to construction of the Hotel and shall run with the land.

4. Use of Facility. The Facility will be available to provide garbage, organics, and recyclables service for the Hotel, Bankhead Theater, First Street Mixed-Use Commercial Projects (East and West), Livermore Valley Center Plaza, and the Livermore Cinema.

LEASE AND OPERATING AGREEMENT
2080 RAILROAD AVENUE

(The Parking Parcel)

THIS LEASE AGREEMENT ("Lease") dated as of this _____ day of _____, 2022, is made and entered into by and between 2205 Railroad Avenue LLC, a Delaware Limited Liability Company ("Lessor") and the City of Livermore, a municipal corporation ("City" or "Lessee").

RECITALS

A. Lessor desires to construct a four story approximately 65,000-75,000 square foot hotel, containing between 125-135 hotel rooms on City-owned parcels located on the southeast corner of South Livermore Avenue and Railroad Avenue in downtown Livermore (hereinafter "Hotel"). As part of the conditions of approval for the Hotel, Lessor is required to comply with the City's parking requirements for the Downtown Specific Plan.

B. Lessor owns that particular piece of real property located on the northwest corner of Railroad Avenue and North K Street in downtown Livermore commonly known as 2080 Railroad Avenue (APN 098-0282-009-00) as more particularly described in Exhibit A, attached hereto and incorporated herein. At the time construction of the Hotel is complete, Lessor intends to use the property as a valet parking lot to satisfy a portion of the City's parking requirements for the Hotel (hereinafter "Parking Parcel").

C. On_____, the City and Lessor entered into a Disposition, Development and Loan Agreement (the "DDLA") wherein the City made a loan to Developer to fund the acquisition of the Parking Parcel. Lessor has agreed to lease the Parking Parcel to City at no cost for use as a temporary surface public parking lot or public valet parking lot for a period of three years from the effective date of this Lease Agreement or the date when construction of the Hotel is at least 40 percent complete, whichever is earlier. However, at a minimum, the City shall be permitted to use the Parking Parcel until September 30, 2024. Upon satisfaction of these requirements, Lessor may terminate this Lease Agreement to allow Lessor to begin the construction of permanent parking improvements on the Parking Parcel.

D. Prior to the construction of permanent parking improvements on the Parking Parcel for the Hotel, City desires to lease from Lessor and Lessor desires to lease the Parking Parcel (hereinafter "Parking Parcel" or "Leased Premises") as more particularly shown as cross hatched on Exhibit A attached hereto and incorporated herein. The Leased Premises is approximately 33,695 square feet of vacant and undeveloped land.

E. The Lessor desires to lease the Leased Premises to City and City desires to lease from Lessor the Leased Premises on the terms and conditions contained in this Lease Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Leased Premises. Lessor leases to City and City leases from Lessor, the Leased Premises which consists of approximately 33,695 square feet of vacant and undeveloped land, as indicated on Exhibit A.

2. Possession; Delay in Delivery of Possession.

(a) Except as otherwise provided in this Lease, City agrees to accept possession of the Leased Premises in its existing "as is" condition, including, but not limited to, all patent and latent defects and subject to all applicable laws, ordinances, and regulations governing and regulating the use of the Parking Parcel and/or the Leased Premises and any recorded covenants, conditions, restrictions, easements, licenses, or right of ways.

(b) If Lessor, for any reason whatsoever, cannot deliver possession of the Leased Premises to City on or before the commencement date, this Lease Agreement shall not be void or voidable and no obligation of City shall be affected thereby, and neither Lessor nor Lessor's agents shall be liable to City for any loss or damage resulting therefrom.

3. Rent. As a condition of the loan from City to Lessor to purchase the Parking Parcel**,** Lessor agrees to lease the Leased Premises to the City at no cost for use as a temporary surface public parking lot and/or public valet parking lot. The no cost lease is a condition of the loan the City has provided to Lessor for the purchase of the Parking Parcel through the DDLA. City shall be responsible for all costs associated with the City's construction and maintenance of the minor improvements on the Leased Premises as set forth in Sections 6 and 7 of this Lease Agreement.

4. Term. This Lease Agreement shall commence on [date], 2022 ("Commencement Date") and terminate three years from the effective date of this Lease Agreement or the date when construction of the Hotel is at least 40% complete, whichever is earlier ("Term"). However, at a minimum, the City shall be permitted to use the Parking Parcel until September 30, 2024. Upon satisfaction of these requirements, Lessor may terminate this Lease Agreement to allow Lessor to begin construction of permanent parking improvements on the Leased Premises. This Lease Agreement shall supersede and replace any other lease between said parties, or their predecessors in interest, concerning the use of the Leased Premises, or any other space or area of the Leased Premises.

5. City's Use of Leased Premises.

(a) Use of Leased Premises. City shall only use the Leased Premises for the purpose of a temporary surface public parking lot, a public valet parking lot, or both.

(b) Rules Regarding Use. City shall observe and comply with the rules and regulations annexed to this Lease Agreement and, after notice of these rules, City's use of the Leased Premises shall be subject to the following rules:

(i) City shall not allow, authorize, or permit the Leased Premises, or any part thereof, to be used for any use or any illegal activity or purpose in violation of federal or state laws and/or ordinances, regulations and requirements of County, City, or any other enforcement authority.

(ii) City shall not commit, allow, or permit to be used for any offensive or improper use or nuisance, the Leased Premises which may unreasonably or unlawfully disturb or damage the Parking Parcel or Leased Premises.

(iii) City shall not leave or store any trash, garbage, or refuse of any kind in, on, or about the Leased Premises and shall cause any refuse, trash, or other waste deposited on the Leased Premises by any of its employees, agents, or representatives to be picked up and disposed of in the appropriate manner so as to keep the Leased Premises in a neat and clean condition.

(iv) City shall not use, commit, allow, or permit to be used or committed, any waste upon the Leased Premises.

(c) Hazardous Materials. City shall not cause or permit any Hazardous Materials to be permanently stored, used or disposed of in the Parking Parcel or Leased Premises, by City's agents, employees, contractors or invitees, without having obtained Lessor's prior, written consent. For purposes of this Lease Agreement, the following terms shall have the meanings set forth below:

"Hazardous Materials" shall mean any toxic or hazardous wastes, pollutants, materials or substances, including, without limitation, asbestos, PCB's, petroleum products, radioactive substances or their by-products, other substances defined or listed as "hazardous substances," "hazardous materials," "hazardous wastes" or "toxic substances in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C §§ 5101 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Toxic Substance Control Act of 1976, 15 U.S.C. §§ 2601 et seq.; any "toxic pollutant" under the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; any hazardous air pollutant under the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the California Hazardous Substance Account Act, California Health & Safety Code ("HSC") §§ 25300 et seq., the Hazardous Waste Disposal Land Use Act, HSC §§ 25100 et seq.; in or pursuant to or identified as causing cancer or reproductive toxicity in the California Safe Drinking Water & Toxic Enforcement Act of 1986, HSC §§ 25249.5 et seq.; and HSC §§ 25117, 25316; all as such laws may be amended; any hazardous or toxic substance, material, chemical, waste, or pollutant now or hereafter regulated under any other applicable Federal, State, or local environmental laws, without limitation; and any other matter in the nature thereof arising pursuant to the jurisdiction of any public agency.

"Hazardous Discharge" and "Contamination" shall mean the happening of any event involving an emission, spill, release, or discharge ("Release") into or upon (i) the air, (ii) soils or any improvements located thereon, (iii) surface or ground water, (iv) the sewer, septic system, or waste treatment, storage, or disposal system servicing the Premises, of

any Hazardous Material, or (v) any other matter in the nature thereof arising pursuant to the jurisdiction of any public agency.

"Environmental Laws" shall mean all applicable Federal, State, and local laws, ordinances, regulations, orders, procedures, policies, and directives of every kind and nature whatsoever pertaining to Hazardous Materials in, at, on, under, or from the Leased Premises or any portion thereof.

6. Minor Improvements. City may construct minor improvements on the Leased Premises which may include, but are not limited to, minor grading, installation of gravel or other suitable parking surface, driveway improvements, signage, and lighting necessary to provide a temporary surface public parking lot and/or public valet parking lot (the "Minor Improvements").

7. City Obligations.

(a) Services and Utilities. City shall provide basic electricity and power for the Leased Premises.

(b) Maintenance. Except as otherwise provided herein, City shall at its own cost and expense, maintain the Leased Premises and every part thereof, in good and sanitary order, condition, and repair. City shall be responsible for the cost of any and all repairs or maintenance to the Leased Premises, caused by negligent, careless, or willful acts of City, its employees, agents, equipment, or invitees.

8. Condition of Leased Premises. City represents and warrants that it has made a thorough and complete inspection of the Leased Premises using qualified consultants and experts of its own choosing, and the Leased Premises is suitable for a temporary surface public parking lot and/or public valet parking lot and in good and sanitary order, repair, and condition. City hereby accepts the Leased Premises in its present condition and, except as otherwise may be set forth herein, without representation or warranty by Lessor as to the condition of such Leased Premises or as to the use of the Leased Premises.

9. Construction and Repair.

(a) Mechanic's Lien. City shall pay, or cause to be paid, all costs and expenses for work done by City, or caused to be done by City, on the Leased Premises of a character which could result in any lien on the Parking Parcel, and City will keep the Parking Parcel free and clear of any mechanic's lien and/or other lien on account of work done for City or at its request.

Should any claims of lien be filed and/or recorded against the Parking Parcel, or any action affecting the title thereto commenced, City shall give Lessor written notice thereof as soon as it has knowledge of the action.

(b) Construction. City shall not build or construct any improvement, except for those set forth in Sections 6 and 7 above, or make any structural change, addition, or remodeling to the Leased Premises without the Lessor's prior written consent. In the event

that Lessor provides City with written consent, City shall at its own cost comply with any and all Federal, State, or local laws and/or regulations applicable to any such construction, alteration, or remodeling to or within the Leased Premises to upgrade them to satisfy current standards.

10. Destruction. If the Leased Premises is totally destroyed during the term of this Lease Agreement by fire, flood, earthquake, or other casualty, whether or not covered by insurance, this Lease Agreement shall terminate.

11. Condemnation. If all or part of the Leased Premises is taken by condemnation such that the Leased Premises is no longer usable for a temporary, surface public parking lot and/or public valet parking lot, this Lease Agreement shall terminate. City shall be entitled only to that portion of the proceeds of condemnation which is directly attributable to the value of City's interest in this Lease Agreement.

12. Compliance with Laws. City agrees to comply with all applicable zoning, municipal, county and state laws, ordinances and regulations governing the use of the Leased Premises. City agrees to secure and maintain throughout the Term and any Extended Term any federal, state or local licenses or permits required in order to use the Leased Premises for the temporary surface public parking lot and/or public valet parking lot. City's failure to do so shall be considered a material breach of this Lease Agreement. City is responsible for compliance with all Federal requirements for Minor Improvements, construction and or repair work outside of the Lessor's obligations.

13. Assignment.

(a) Prohibition Against Assignment and Encumbrance. This Lease Agreement and any rights or obligations of City hereunder shall not be sold, assigned, transferred, leased, assigned, sublet, conveyed, hypothecated either in whole or in part, or in any manner, without Lessor's prior written consent. The City shall not allow any other person or entity to occupy or use all or any part of the Property or Leased Premises without first obtaining Lessor's written consent. Consent to any assignment shall not constitute a further waiver of the provisions of this section.

(b) Involuntary Assignment. No interest of Lessee in this Lease Agreement shall be assignable by operation of law, including, without limitation, the transfer of this Lease Agreement by testacy or intestacy. Each of the following acts shall be considered an involuntary assignment:

(i) If City is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which City is the bankrupt party; or, if the City is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors;

(ii) If a writ of attachment or execution is levied on this Lease Agreement;

(iii) If, in any proceeding or action to which Lessee is a party, a receiver is appointed with authority to take possession of the Leased Premises.

(iv) An involuntary assignment shall constitute a default by City and Lessor shall have the right to elect to terminate this Lease Agreement, in which case this Lease Agreement shall not be treated as an asset of City.

(v) If a writ of attachment or execution is levied on this Lease Agreement, City shall have ten (10) days in which to cause the attachment or execution to be removed. If any involuntary proceeding in bankruptcy is brought against Lessee, or if a receiver is appointed, Lessee shall have sixty (60) days in which to have the involuntary proceeding dismissed or the receiver removed.

14. Taxes. Lessor shall pay during the term of this Lease Agreement, without abatement, deduction, or offset, any and all real and personal property taxes, general and special assessments, and other charges (including any increase caused by a change in the tax rate or by a change in assessed valuation) of any description levied or assessed during the term of this Lease Agreement by any governmental agency or entity on or against the Parking Parcel the Minor Improvements located on the Parking Parcel, personal property located on or in the Parking Parcel or Minor Improvements, and the leasehold interest created by this Lease Agreement.

15. Lessor Refinancing. City is aware that Lessor is leasing its interest in the Leased Premises to City and that Lessor's leasehold interest in the Leased Premises is related to an outstanding lease financing. City agrees that it will use best efforts to cooperate with Lessor in connection with a refinancing of the outstanding lease financing, including executing any estoppel, consent, and other similar documents requested by the Lessor.

16. Indemnity. City agrees to and shall defend, indemnify, protect and hold harmless Lessor, its officers, directors, employees and agents harmless from and against any and all loss, damage, injury, accident, casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property arising from or related to any act or omission of City, its employees, agents or contractors, the City's use of the Leased Premises, the City's installation and maintenance of Minor Improvements on the Leased Premises, or as a result of this Lease Agreement. To the greatest extent by law, City waives all claims or demands against Lessor for any loss, damage, or injury to City or City's property in connection with this Lease Agreement or the operation or use of the City's property by City or its agents, servants or contractors or employees and agrees to so indemnify and hold Lessor harmless.

17. Insurance. For the duration of this Lease Agreement, City shall procure and maintain, at its own cost, insurance in the amounts and under the terms set forth in Exhibit B attached hereto against claims for injuries to persons or damages to property which may arise from or in connection with this Lease Agreement.

18. Termination.

(a) Termination for Cause. In the event City engages in, or permits any other person to engage in, any illegal activities in, on, or about the Parking Parcel, or the Leased Premises, whether with or without a criminal conviction, Lessor shall have the right to immediately terminate this Lease Agreement and demand City surrender the Leased Premises.

Except for immediate termination as provided for in this Lease Agreement, should City at any time during the term of this Lease Agreement be in default in the performance of any of the terms, conditions, rules, covenants, or requirements herein contained or otherwise agreed to by the parties, including the rules and regulations established by Lessor regarding the use of, or access to, the Parking Parcel and Leased Premises, and should such default continue for thirty (30) days after written notice thereof from Lessor to City specifying the particulars of such default, or should City vacate or abandon the Leased Premises, then in any such event it shall be at the option of the Lessor, the Lessor's right to declare this Lease Agreement terminated and re-enter the Leased Premises and take possession thereof and remove City's fixtures and furnishings, and City shall have no further claim thereon or hereunder.

(b) Lessor's remedies in this section shall be in addition and supplemental to any and all other rights or remedies which Lessor may have pursuant to this Lease Agreement and/or under the law.

19. Default. Any of the following events or occurrences shall constitute a material breach of this Lease Agreement by City and, after the expiration of any applicable grace period, shall constitute an event of default (each an "Event of Default"):

(a) The failure by City to perform any obligation under this Lease Agreement, which by its nature City has no capacity to cure;

(b) The failure by City to perform any other obligation under this Lease Agreement, if the failure has continued for a period of ten (10) days after Lessor demands in writing that City cure the failure. If, however, by its nature the failure cannot be cured within ten (10) days, City may have a longer period as is necessary to cure the failure, but this is conditioned on City's promptly commencing to cure within the ten (10) day period and thereafter completing the cure within thirty (30) days after Lessor demands in writing that City cure the failure. City shall indemnify and defend Lessor against any liability, claim, damage, loss, or penalty that may be threatened or may in fact arise from that failure during the period the failure is uncured;

(c) Any of the following: a general assignment by City for the benefit of City's creditors; any voluntary filing, petition, or application by City under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment, vacation, or surrender of the Leased Premises by Lessee without Lessor's prior written consent; or the dispossession of City from the Leased Premises (other than by Lessor) by process of law or otherwise;

(d) The abandonment of the Leased Premises by City.

20. Remedies. Upon the occurrence of an Event of Default, Lessor may pursue all rights or remedies available to Lessor at law or in equity.

21. Waiver. Any express or implied waiver of a breach of any term of this Lease Agreement shall not constitute a waiver of any further breach of the same or other term of this Lease Agreement; and the acceptance of rent shall not constitute a waiver of any breach of any term of this Lease Agreement, except as to the payment of rent accepted.

22. Surrender of Leased Premises. Upon the expiration of this Lease Agreement, or no later than ten (10) days after its termination, City shall surrender the Leased Premises to Lessor, and all improvements and alterations thereto, in good condition except for ordinary wear and tear occurring after the last necessary maintenance made by City and/or destruction to the Leased Premises covered by Section 10 of this Lease Agreement.

Lessor may elect to retain or dispose of in any manner any alterations, improvements, fixtures, or furnishings that City does not remove from the Leased Premises on expiration or termination of the Lease Agreement by giving at least ten (10) days' notice to City. Title to any such improvements, alterations, fixtures, or furnishings that Lessor elects to retain or dispose of on expiration of the ten (10) day period shall vest in Lessor. City waives all claims against Lessor for any damage to City resulting from Lessor's retention or disposition of any such improvements, alterations, fixtures, or furnishings. City shall be liable to Lessor for Lessor's costs for storing, removing, and disposing of any improvements, alterations, fixtures, or furnishings.

23. Entry by Lessor. City shall permit Lessor, its officers, employees, and agents to enter into and upon the Leased Premises upon reasonable notice for the purpose of inspecting the Leased Premises, enforcing the rules and regulations under this Lease Agreement, and the posting of such legal notices as Lessor may deem necessary or convenient.

(a) Lessor and its agents may enter the Leased Premises at any reasonable time upon reasonable notice to City, or immediately in the case of an emergency, for the purpose of: (i) inspecting the Leased Premises; (ii) posting notices of nonresponsibility; (iii) supplying any service to be provided by Lessor to City; (iv) showing the Leased Premises to prospective purchasers, mortgagees, or tenants; (v) making necessary alterations, additions, or repairs as required by this Lease Agreement or to otherwise perform Lessor's duties under this Lease Agreement; (vi) determining whether City is complying with the terms of this Lease Agreement; (vii) performing City's obligations when City has failed to do so after written notice from Lessor, if required by the terms of this Lease Agreement; (viii) placing on the Leased Premises ordinary for lease signs or for sale signs; (ix) doing of other lawful acts that may be necessary to protect Lessor's interest in the Leased Premises under this Lease Agreement; and (x) responding to an emergency.

(b) Lessor shall have the right to use any means Lessor deems necessary and proper to enter the Leased Premises in an emergency. Any entry into the Leased Premises

obtained by Lessor in accordance with this section shall not be a forcible or unlawful entry into, or a detainer of, the Leased Premises, or an eviction, actual or constructive, of City from the Leased Premises, nor shall such entry give rise to a claim for rent abatement**.**

24. Notices. Wherever in this Lease Agreement it shall be required or permitted that notice or demand be given or served by either party to this Lease Agreement to or on the other, such notice or demand shall be given or served in writing and forwarded by registered mail, addressed as follows, though any party may change such address or contact person by written notice by registered mail to the other:

City: Community Development Director
City of Livermore
1052 South Livermore Avenue
Livermore, California 94550

Lessor: 2205 Railroad Avenue LLC
A Delaware limited liability company

Attn:
262 Glorietta Boulevard
Orinda, California, 9456

25. Holding Over. Any holding over without the Lessor's prior written consent shall be prohibited.

26. Modification. This Lease Agreement may only be modified or amended by written agreement signed by both parties hereto.

27. General Provisions.

(a) Time of Essence. Time is of the essence for each provision of this Lease Agreement.

(b) Relationship of the Parties. Nothing contained in this Lease Agreement shall be deemed or construed by the parties or by a third party to create the relationship of principal and agent, and/or of partnership, and/or of joint venture, and/or of any association between the parties, other than the relationship of Lessor and Lessee.

(c) Entire Agreement. This instrument, including any attachments hereto, constitutes the entire agreement of the parties relating to the subject matter of this Lease Agreement and correctly sets forth the rights, duties, and obligations of each party to the other, but this Lease Agreement does not supersede any provision in the DDLA.

(d) Partial Invalidity. If any provision or portion of this Lease Agreement shall be deemed invalid, it is agreed that such invalidity shall affect only such provision or portion thereof, and the remainder of this Lease Agreement shall remain in force and effect.

(e) California Law. This Lease Agreement shall be governed by and construed in accordance with the laws of the State of California.

(f) Review of Lease. Each party to this Lease Agreement declares that prior to the execution of this Lease Agreement, each party had the opportunity to seek the independent advice of counsel and that they apprised themselves of sufficient relevant information in order that they might intelligently exercise their own judgment in deciding whether to execute this Lease Agreement. Each party agrees that they have completely read and understood the Lease Agreement, know the contents thereof, and have signed the Lease Agreement of their own free will and free of any duress. No single party has drafted this Lease Agreement and it shall not be interpreted against any party as the drafting party.

(g) Performance Excused. The parties shall be excused from performance, as hereunder agreed to, if such performance is rendered impossible, impractical, or unreasonably difficult by, but not limited to, any strike, lockout, labor disturbance of any kind, civil commotion, war, acts of terrorism, shortage of any supply or labor, shortage of water, weather, act of government authority, enactment or change in laws or regulations, breakdown of facilities or any cause outside of the parties' control.

(h) Mutual Termination. This Lease Agreement may be terminated at any time concerning the rights and responsibilities of the parties who, between them, agree to such a termination.

(i) Headings. The headings used in this Lease Agreement are intended for reference only and do not define or limit the scope or meaning of any provision of this Lease Agreement.

(j) Waiver. A term or condition of this Lease Agreement may be waived at any time by the party entitled to the benefit thereof, but no such waiver shall affect the right of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or of any other term or condition. City shall not be excused from complying with any of the terms and conditions of this Lease Agreement by any failure of the City upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

(k) Attachments. All attachments referred to in and attached to this Lease Agreement are incorporated by reference as though set forth in full.

(l) Attorney's Fees and Costs. If either party commences an action against the other party to enforce this Lease Agreement, the prevailing party is entitled to reasonable attorney's fees, costs of suit, investigation costs and discovery costs, including costs of appeal.

************Signatures and Attachment List On Next Page************

IN WITNESS WHEREOF, the parties to this Lease Agreement have executed this Lease Agreement as of the dates set forth below.

2205 Railroad Avenue LLC
A Delaware limited liability company

By: PresidioCo Holdings LLC
A Delaware limited liability company
its manager

Lessor Dated: _____
By: _____
[Signer's Name]
[Signer's Title]

City or Lessee

City of Livermore
A Municipal Corporation

By: _____ Dated:_____
Marc Roberts
City Manager

Approved as to Form:

By: _____
Assistant/City Attorney

Attachments:
Exhibit A – Real Property Site Plan – Parking Parcel
Exhibit B – Insurance Requirements

EXHIBIT A

REAL PROPERTY SITE PLAN - PARKING PARCEL

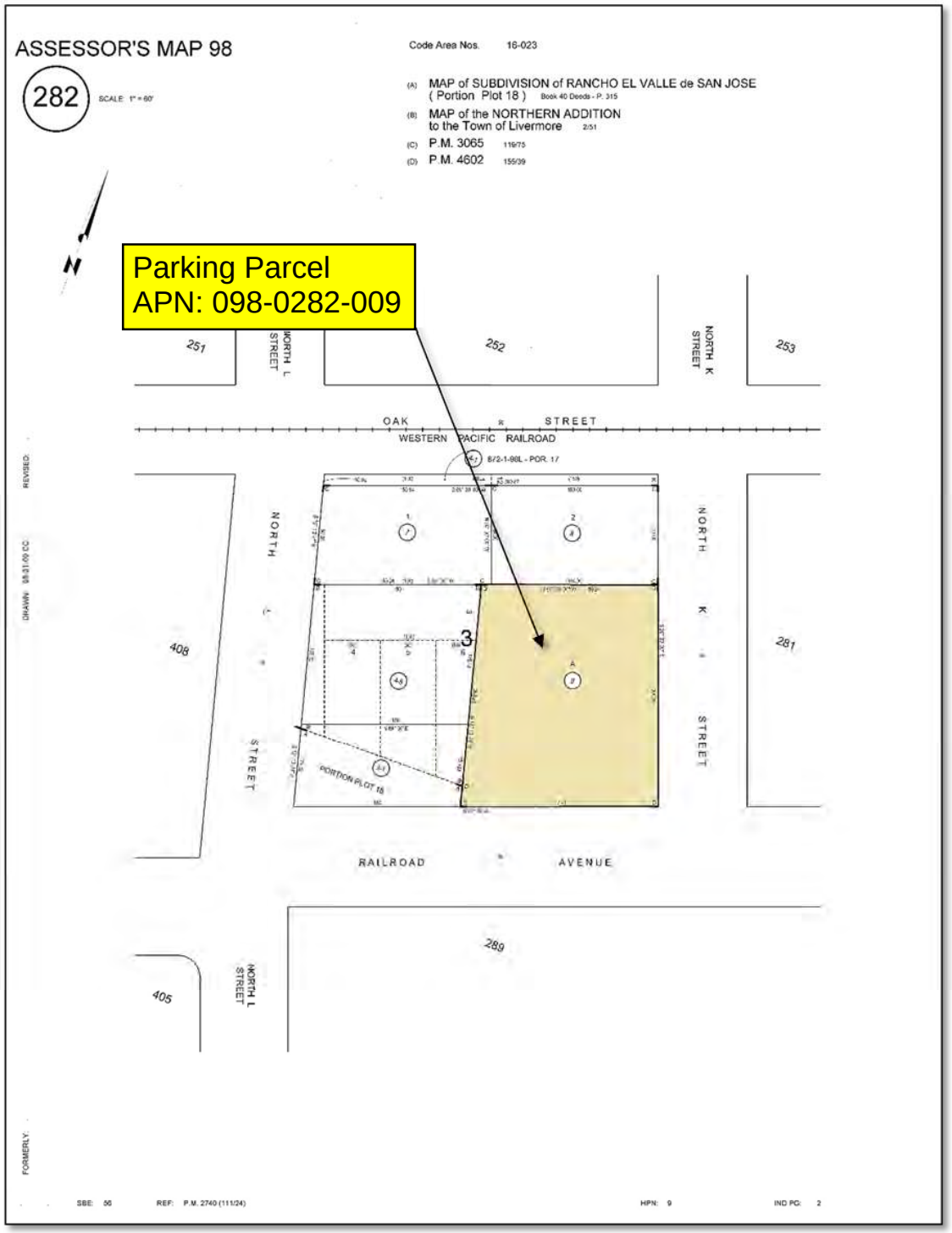


Exhibit B – Insurance Requirements
(Insurance to be provided at time of execution of Lease Agreement)

PLEASE PLACE RECORDER LABEL BELOW THIS LINE

Recording Requested By &
Return to:

City of Livermore
City Clerk's Office
1052 So. Livermore Ave.
Livermore, CA 94550

No fee for recording
pursuant to Government
Code section 27383

A.P.N.: 098-0407-031-00, 098-0407-033-00, and 098-0282-009-00

MEMORANDUM OF DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT

THIS MEMORANDUM OF DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT ("Memorandum") is made as of _____, 2022, by and between the 2205 Railroad Avenue LLC, a Delaware limited liability company (the "Developer"), and the City of Livermore (the "City"), to confirm that the City and Developer are parties to that certain Amended and Restated Disposition, Development and Loan Agreement between the City and the Developer dated as of _____, 2022, as may be amended from time-to-time (the "DDLA"). The DDLA concerns the sale of real property in Livermore, California, and a site acquisition loan for the purchase of property in Livermore, California, which property is described in the attached Exhibits A and J and the development of a four-story approximately 65,000-75,000 square foot hotel containing between 125-135 rooms, approximately 1,400-2,000 square feet of economically viable meeting space, a roof-top public open space and related hotel amenities and improvements (the "Project") on the Property identified in Exhibit A and the use of the Parking Parcel identified in Exhibit J to satisfy a portion of the parking requirements identified in the conditions for approval for the Project. (The Exhibits to this Memorandum have been marked to be consistent with the Exhibits to the DDLA.)

The DDLA is a public document and may be reviewed at and in the office of the City Clerk for the City of Livermore.

This Memorandum is solely for recording purposes and shall not be construed to alter, modify, amend, or supplement the DDLA, of which this is a memorandum. In the event, and to the extent that, that any of the terms or provisions of this Memorandum are inconsistent with the terms or provisions of the DDLA, the provisions of the DDLA shall govern and prevail.

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum and the DDLA by duly authorized representatives, all on the date first written above.

DATE:

BORROWER:

2205 RAILROAD AVENUE LLC,
a Delaware limited liability company

By: PresidioCo Holdings LLC,
a Delaware limited liability company,
Its: Manager

By: _____

Name: _____

Title: _____

DATE:

CITY:

CITY OF LIVERMORE,
a municipal corporation

By: _____

Name: Marc Roberts

Title: City Manager

APPROVED AS TO FORM:

By: _____
Assistant/City Attorney

ACKNOWLEDGMENT

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

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

LEGAL DESCRIPTION HOTEL PARCEL

PARCEL A & SUBSURFACE PARCEL C – PARCEL MAP 9999

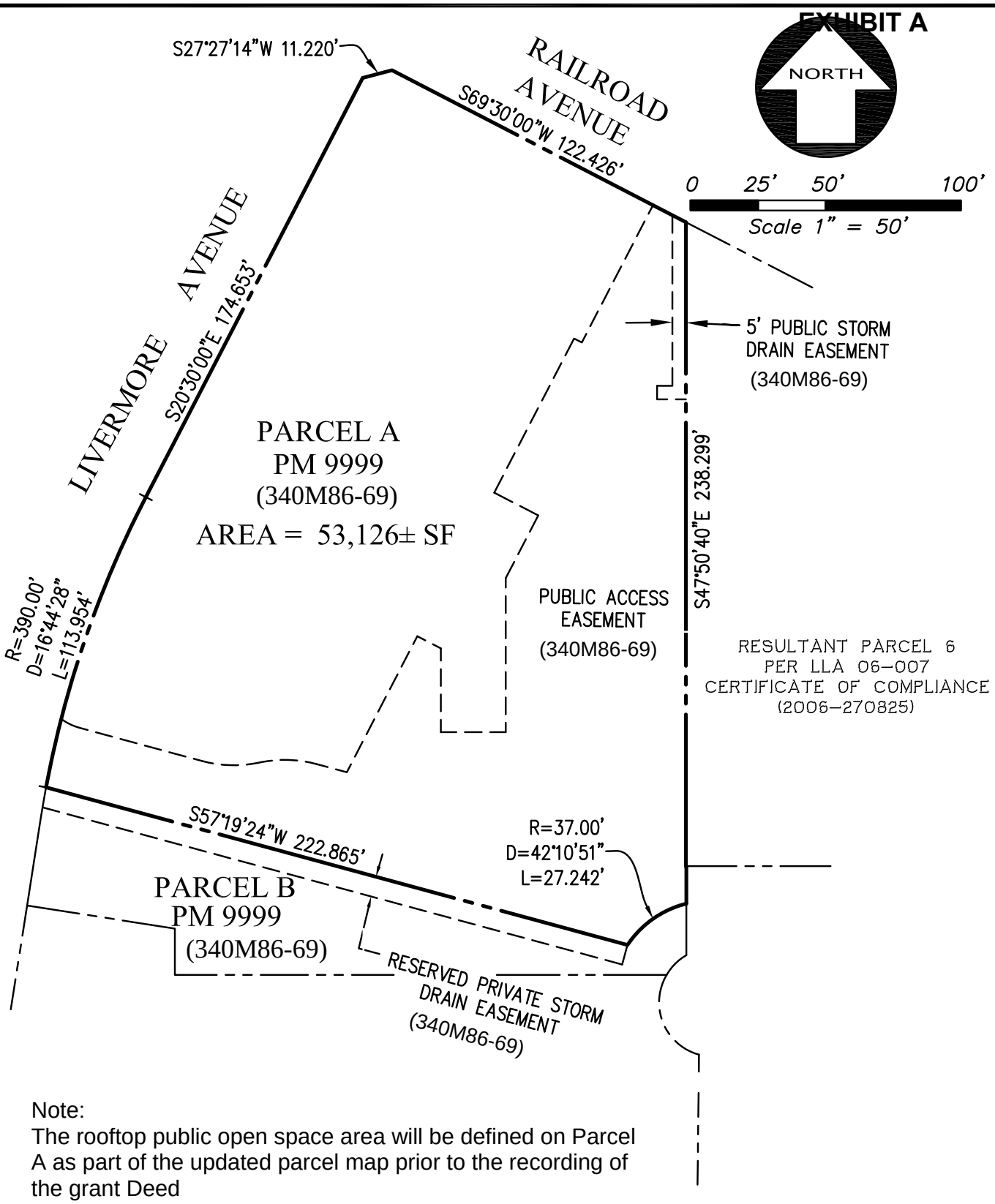
REAL PROPERTY SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL A AND SUBSURFACE PARCEL C, OF PARCEL MAP NO. 9999, RECORDED
October 3, 2018, IN BOOK 340 OF MAPS AT PAGES 86-89, ALAMEDA
COUNTY RECORDS.

PARCEL A CONTAINING 53,126 SQUARE FEET OF LAND MORE OR LESS

SUBSURFACE PARCEL C CONTAINING 50,963 SQUARE FEET OF LAND MORE OR LESS

EXHIBIT A



Note:
The rooftop public open space area will be defined on Parcel A as part of the updated parcel map prior to the recording of the grant Deed

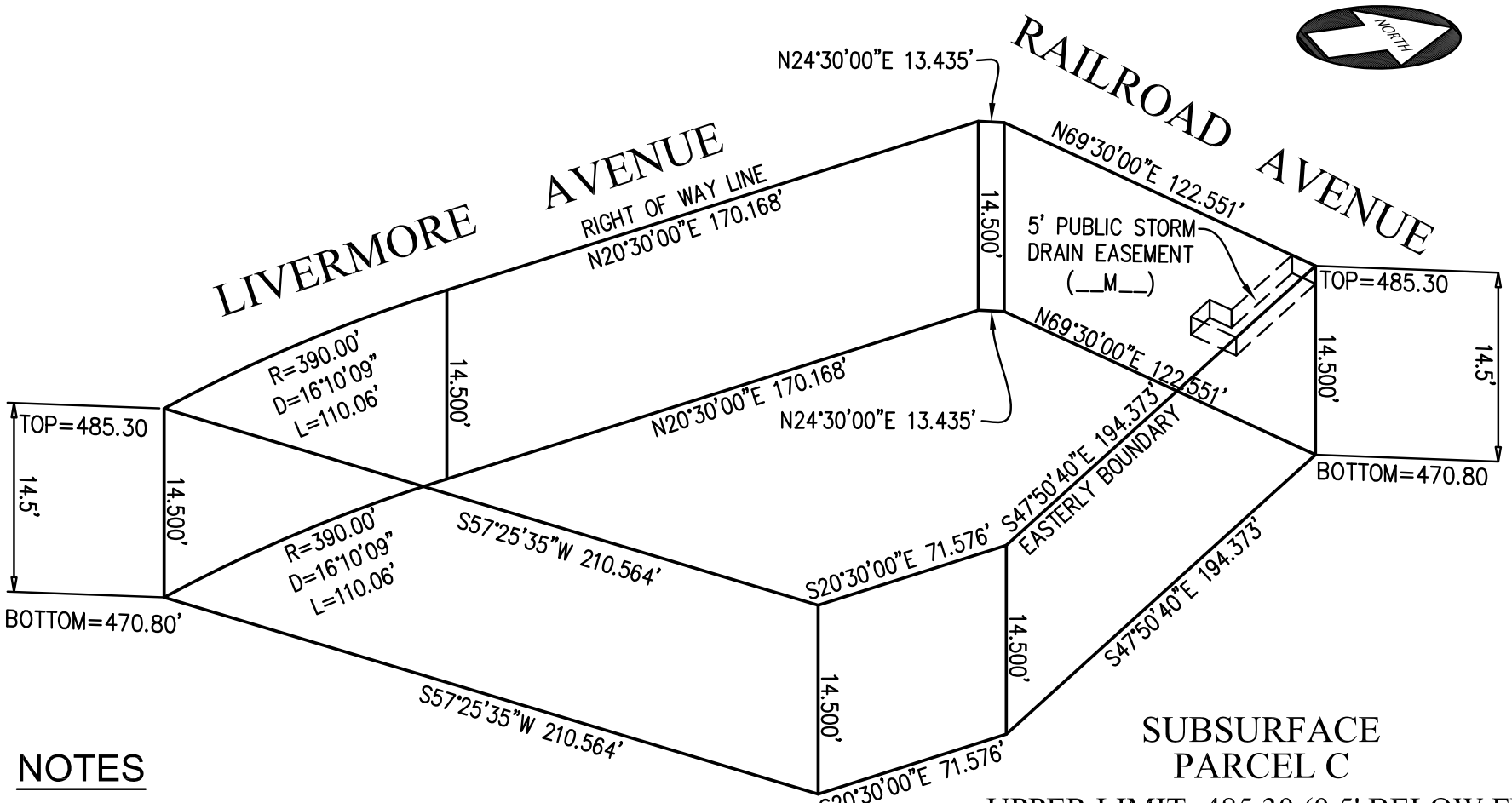
KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796
www.kierwright.com

PLAT - PARCEL A
PARCEL MAP 9999
LIVERMORE, CALIFORNIA

DATE	AUG 2018
SCALE	1" = 50'
BY	RJH
JOB NO.	A18527
SHEET	1 OF 1

EXHIBIT A

518



NOTES

A PUBLIC ACCESS EASEMENT ENCUMBERS THE ENTIRE SUBSURFACE PARCEL C.

PARCEL A ENCOMPASSES ALL SIDES OF SUBSURFACE PARCEL C AND ABUTS PARCEL B, LIVERMORE AVENUE, RAILROAD AVENUE AND RESULTANT PARCEL 6. SEE SHEET 2 OF PARCEL MAP 9999.

SUBSURFACE PARCEL C

UPPER LIMIT=485.30 (0.5' BELOW FF)
LOWER LIMIT=470.80 (16.5' BELOW FF)
50,963± SF.
(1.1700± AC.)

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796
www.kierwright.com

PLAT - SUBSURFACE PARCEL C
PARCEL MAP 9999
LIVERMORE, CALIFORNIA

DATE	AUG 2018
SCALE	NOT TO SCALE
BY	RJH
JOB NO.	A18527
SHEET	1 OF 1

EXHIBIT A SHEET 3 OF 3

Exhibit J Parking Parcel Description

(Legal Description of Parking Parcel to be provided by Developer upon purchase of property)

PARCEL MAP 9999

CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

A RESUBDIVISION OF RESULTANT PARCEL 7 PER LOT LINE ADJUSTMENT 06-007, RECORDED JULY 12, 2006 AS INSRUMENT No. 2006270825 AND AS FURTHER DESCRIBED IN GRANT DEED RECORDED JANUARY 13, 2017. UNDER SERIES No. 2017011568; GRANT DEED RECORDED JANUARY 13, 2017, UNDER SERIES No. 2017011570; AND GRANT DEED RECORDED OCTOBER 24, 1989 UNDER SERIES No. 89-286823

BY THE

CITY OF LIVERMORE
COMMUNITY DEVELOPMENT DEPARTMENT
SEPTEMBER 2018

OWNER'S STATEMENT

THE UNDERSIGNED, HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LANDS DELINEATED WITHIN THE BOUNDARY LINES UPON THE HEREIN EMBRACED MAP ENTITLED "PARCEL MAP 9999, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA" CONSISTING OF FOUR (4) SHEETS, THIS STATEMENT BEING ON SHEET ONE (1) THEREOF; THAT THEY HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD AND DO CONSENT TO THE MAKING AND FILING OF SAID MAP; THAT SAID MAP DOES PARTICULARLY SET FORTH AND DESCRIBE ALL PARCELS OF LAND SO RESERVED FOR PUBLIC PURPOSES BY THEIR BOUNDARY COURSES AND EXTENT.

AND THE UNDERSIGNED HEREBY DEDICATES TO THE PUBLIC THOSE PORTIONS OF PARCEL A AND PARCEL B WITHIN THE BOUNDARIES OF LIVERMORE AVENUE RIGHT OF WAY DEDICATION AND RAILROAD AVENUE RIGHT OF WAY DEDICATION, AS SHOWN AND EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP FOR THE USES AND PURPOSES OF PUBLIC HIGHWAYS.

AND THE UNDERSIGNED HEREBY DEDICATES TO THE PUBLIC FOREVER THE RIGHT TO CONSTRUCT AND MAINTAIN PUBLIC UTILITIES AND APPURTENANCES THERETO UNDER, ON AND OVER THAT CERTAIN PORTION OF PARCEL B SHOWN UPON SAID MAP AS "P.U.E." (PUBLIC UTILITY EASEMENT) THEREON, ALL AS EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP AND THE RIGHT TO ENTER UPON SAID STRIPS AND/OR PARCEL OF LAND FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING AND REPAIRING SAID PUBLIC UTILITIES AND APPURTENANCES THERETO.

AND THE UNDERSIGNED HEREBY DEDICATES TO THE PUBLIC FOREVER THE RIGHT TO CONSTRUCT AND MAINTAIN STORM DRAINS AND THE APPURTENANCES THERETO UNDER, ON, AND OVER THOSE CERTAIN PORTIONS OF LAND SHOWN UPON SAID MAP AS (P.S.D.E) STORM DRAIN EASEMENT THEREON, ALL AS EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP, TOGETHER WITH THE RIGHT TO ENTER UPON SAID STRIPS OF LAND FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING AND REPAIRING SAID STORM DRAINS AND ANY APPURTENANCES THERETO.

AND THE UNDERSIGNED HEREBY DEDICATES TO THE PUBLIC FOREVER THE RIGHT TO CONSTRUCT AND MAINTAIN FACILITIES (INCLUDING SIDEWALKS, PAVING AND LANDSCAPING) AND ANY APPURTENANCES THERETO UNDER, ON AND OVER THOSE CERTAIN PORTIONS OF PARCEL A, AND ALL OF PARCELS B AND C, SHOWN AND UPON SAID MAP AS "P.A.E." (PUBLIC ACCESS EASEMENT) THEREON, ALL AS EMBRACED WITHIN THE BOUNDARY LINES UPON SAID PARCEL OF LAND FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING AND REPAIRING SAID FACILITIES (SIDEWALKS, PAVING AND LANDSCAPING) AND ANY APPURTENANCES THERETO TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OF THE PUBLIC FOR PEDESTRIAN AND VEHICLE ACCESS AND USES.

THE UNDERSIGNED HEREBY RESERVES AN EASEMENT TO CONSTRUCT AND MAINTAIN STORMDRAINS, BIO-TREATMENT SWALES, AND APPURTENANCES THERETO, UNDER, ON, AND OVER THAT PORTION OF PARCEL B SHOWN UPON SAID MAP AS (Pr.S.D.E.) PRIVATE STORMDRAIN EASEMENT THEREON, ALL AS EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP, TOGETHER WITH THE RIGHT TO ENTER UPON SAID PORTION OF PARCEL B FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING, AND REPAIRING SAID FACILITIES (STORMDRAINS, BIO-TREATMENT SWALES) AND APPURTENANCES THERETO.

THIS MAP SHOWS OR NOTES ALL EASEMENTS. EXISTING OR OF RECORD WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP.

OWNERS: CITY OF LIVERMORE, A MUNICIPAL CORPORATION.

BY: Marc Roberts
MARC ROBERTS, CITY MANAGER OF THE CITY OF LIVERMORE

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) S.S.

ON 9-17-18 2018 BEFORE ME, Amber C. Calkins, Notary Public, PERSONALLY APPEARED MARC ROBERTS, 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 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.

SIGNATURE: Amber C. Calkins
PRINT NAME: Amber C. Calkins
MY COMMISSION NUMBER: 2177179
MY COMMISSION EXPIRES: 1-13-2021
PRINCIPAL COUNTY OF BUSINESS: Alameda

CITY ENGINEER'S STATEMENT

I, CHERI R. SHEETS, CITY ENGINEER OF THE CITY OF LIVERMORE, ALAMEDA COUNTY, STATE OF CALIFORNIA, HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP 9999, CITY OF LIVERMORE, ALAMEDA COUNTY, STATE OF CALIFORNIA", AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP (IF ANY) AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE STATE LAWS AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

Cheri R. Sheets
CHERI R. SHEETS, R.C.E. NO.38751
EXPIRES ON MARCH 31, 2019
CITY ENGINEER, CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

9/5/18
DATE

REGISTERED PROFESSIONAL ENGINEER — CHERI R. SHEETS — No. 38751 — Exp. 3/31/19 — CIVIL — STATE OF CALIFORNIA

I, LAWRENCE K. SAMPSON, A LICENSED SURVEYOR FOR THE CITY OF LIVERMORE, ALAMEDA COUNTY, STATE OF CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP 9999, CITY OF LIVERMORE, ALAMEDA COUNTY, STATE OF CALIFORNIA", AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

Lawrence K. Sampson
LAWRENCE K. SAMPSON
P.L.S. 4238, EXP. 6/30/2020

9/06/18
DATE

LICENSED LAND SURVEYOR — LAWRENCE K. SAMPSON — Exp. 6/30/20 — 4238 — STATE OF CALIFORNIA

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE OK OF THE CITY OF LIVERMORE IN MAY, 2018. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

I FURTHER STATE THAT "PARCEL MAP 9999, CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA" IS A SUBDIVISION INTO PARCELS OF LAND CONTAINING 1.426 ACRES, MORE OR LESS.

Joseph D. Thompson
JOSEPH D. THOMPSON
P.L.S. 8121, EXP. 12/31/2018

9/4/18
DATE

LICENSED LAND SURVEYOR — JOSEPH D. THOMPSON — No. 8121 — Exp. 12-31-18 — STATE OF CALIFORNIA

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT

PARCEL MAP 9999 CONFORMS WITH THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND WAS PROCESSED IN ACCORDANCE WITH THE SUBDIVISION MAP ACT SECTION 66428(b).

Paul Spence
PAUL SPENCE
DIRECTOR OF COMMUNITY DEVELOPMENT
CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

9/7/18
DATE

CITY CLERK'S STATEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) S.S.

ON THIS 7th DAY SEPTEMBER 2018, BEFORE ME, SARAH BUNTING, CITY CLERK, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, PERSONALLY APPEARED PAUL SPENCE PERSONALLY KNOWN TO ME TO BE THE DIRECTOR OF COMMUNITY DEVELOPMENT OF THE CITY OF LIVERMORE AND IS THE PERSON AUTHORIZED BY THE CITY OF LIVERMORE MUNICIPAL CODE TO APPROVE THIS PARCEL MAP WAIVER.

I FURTHER CERTIFY THAT THE INTEREST IN ALL THOSE PARCELS OF LANDS, EASEMENTS AND OTHER LEGAL INTERESTS IN LAND OFFERED FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFERS, IS HEREBY ACCEPTED BY THE UNDERSIGNED CITY CLERK ON BEHALF OF THE CITY COUNCIL PURSUANT TO AUTHORITY CONFERRED BY RESOLUTION NO. 1-65 OF THE CITY COUNCIL ADOPTED ON JANUARY 4, 1965.

NOTE; PER SECTION 6699.20.2, THE FILLING OF THIS MAP SHALL CONSTITUTE THE VACATION AND ABANDONMENT OF THE UNRECORDED STORM DRAIN EASEMENT ACROSS THE CENTRAL PORTION OF PARCEL "A", AS CERTIFIED HERETO BY THE CITY CLERK OF THE CITY OF LIVERMORE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 17th DAY OF SEPTEMBER 2018.

SARAH BUNTING
CITY CLERK AND CLERK OF THE CITY COUNCIL
CITY OF LIVERMORE, ALAMEDA COUNTY, STATE OF CALIFORNIA

CLERK OF THE BOARD OF SUPERVISOR'S STATEMENT

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) S.S.

I, ANIKA CAMBELL-BELTON, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, HEREBY STATE, AS CHECKED BELOW THAT:

[ ] AN APPROVED BOND HAS BEEN FILED WITH THE SUPERVISORS OF THE SAID COUNTY AND STATE IN THE AMOUNT OF $_____ CONDITIONED FOR THE PAYMENT OF ALL THE TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH ARE NOW A LIEN AGAINST SAID LAND OR ANY PART THEREOF BUT NOT YET PAYABLE, AND WAS DULY APPROVED BY SAID BOARD IN SAID AMOUNT.

[ ] ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID, AS CERTIFIED BY THE TREASURER-TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

[✓] EXEMPT

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 2nd DAY OF OCTOBER A.D. 2018.

ANIKA CAMBELL-BELTON
CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: Anika Campbell-Belton
DEPUTY COUNTY CLERK

BOARD OF SUPERVISORS — ALAMEDA COUNTY, CAL.

COUNTY RECORDER'S STATEMENT

FILED THIS 3rd DAY OF October, 2018
AT 12:45 P.M., IN BOOK 340 OF MAPS AT PAGES 86-89 INCLUSIVE, RECORDERS SERIES
NO. 2018192226 AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.
FEE $ 89.00 PAID

STEVE MANNING
COUNTY RECORDER IN AND FOR THE
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: K. Fong
DEPUTY COUNTY RECORDER

COUNTY RECORDER — ALAMEDA COUNTY, CALIFORNIA

SHEET 1 OF 4 SHEETS

Parcel Map 9999
Map Bk 340
pp 86-89

EXHIBIT A

EXHIBIT I SHEET 1 OF 4

520

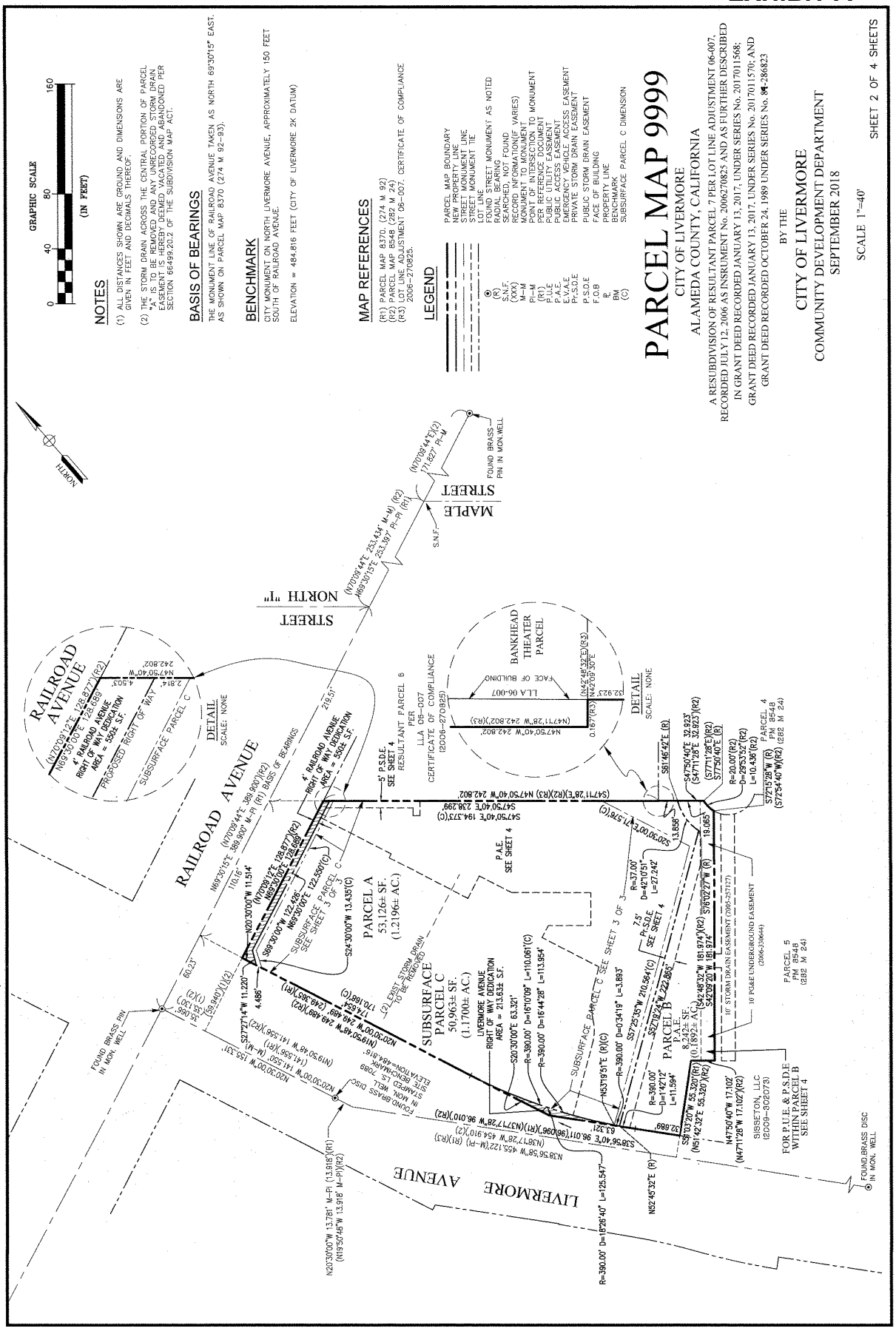


EXHIBIT I SHEET 2 OF 4

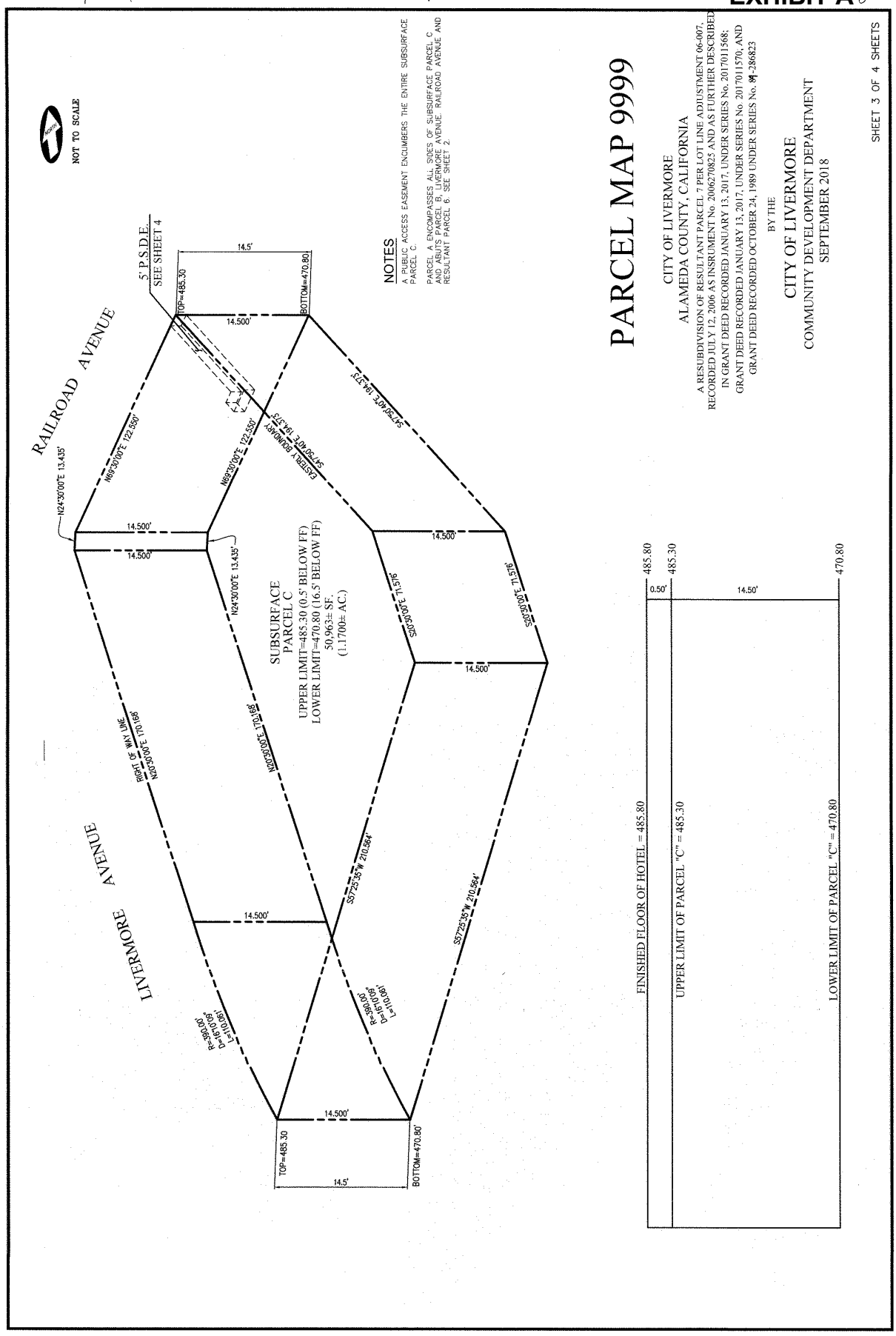


EXHIBIT I SHEET 3 OF 4

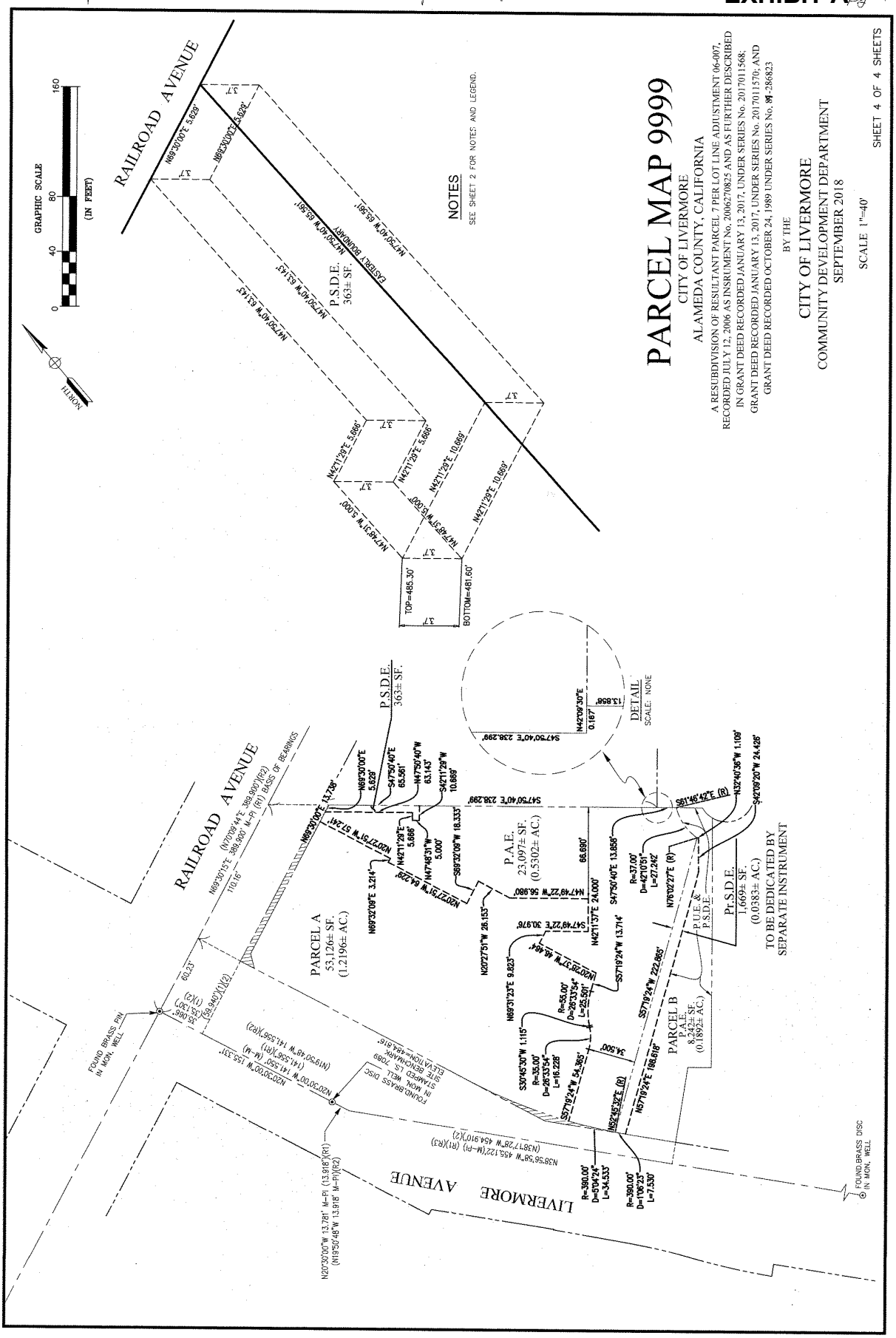


EXHIBIT I SHEET 4 OF 4

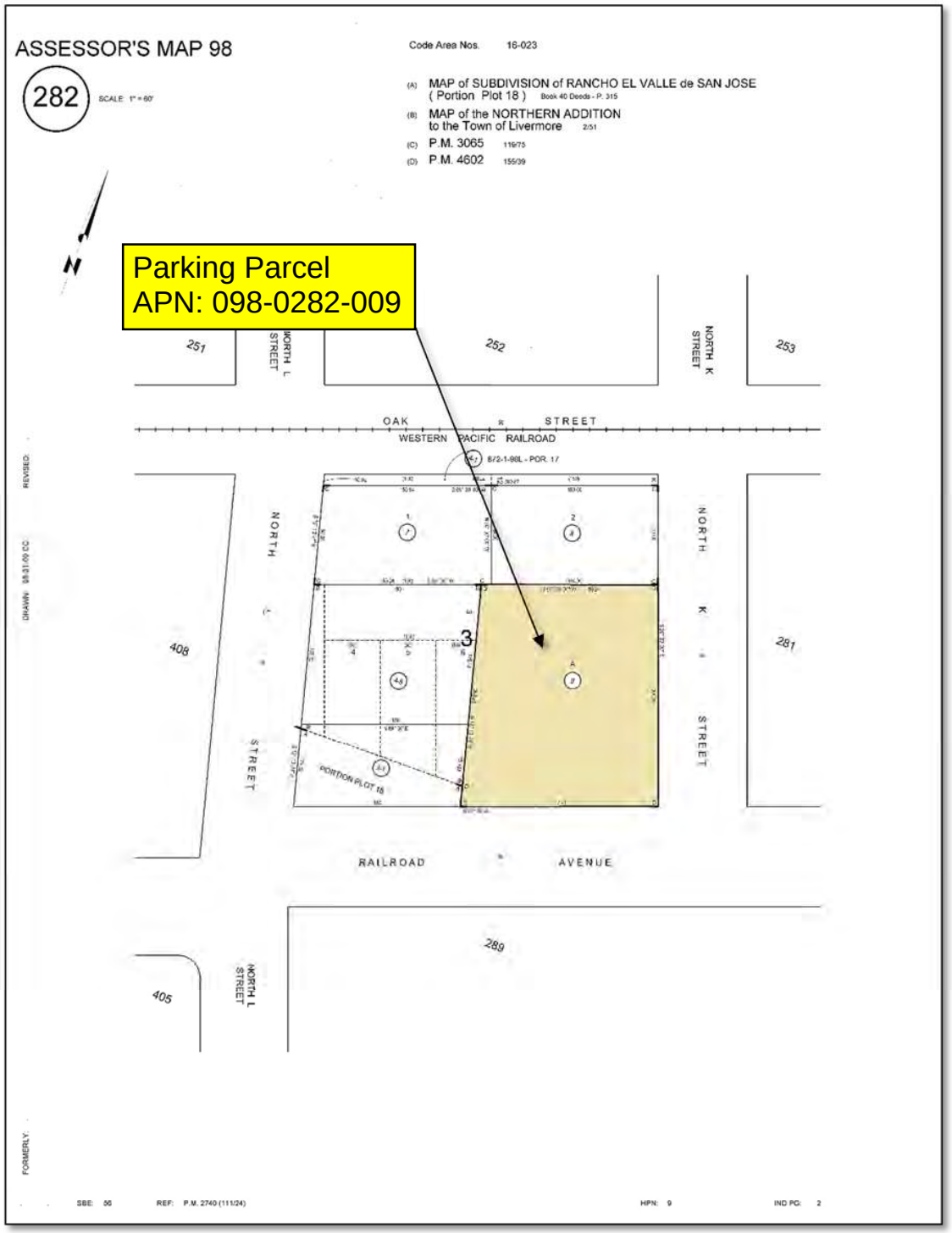

ASSESSOR'S MAP 98
282
SCALE 1" = 60'
Code Area Nos. 16-023
(A) MAP of SUBDIVISION of RANCHO EL VALLE de SAN JOSE (Portion Plot 18) Book 40 Deeds - P. 315
(B) MAP of the NORTHERN ADDITION to the Town of Livermore 2/51
(C) P.M. 3065 11/9/75
(D) P.M. 4602 155/39
Parking Parcel
APN: 098-0282-009
251
NORTH L STREET
252
NORTH K STREET
253
OAK STREET
WESTERN PACIFIC RAILROAD
8/2-1-98L - POR. 1/
NORTH L STREET
NORTH K STREET
408
281
3
PORTION PLOT 18
RAILROAD AVENUE
289
405
NORTH L STREET
DRAWN 08/31/09 CC
REVISED:
FORMERLY:
SBE: 56
REF: P.M. 2740 (111/24)
HPN: 9
IND PG: 2

EXHIBIT J

NOTICE TO BORROWER:

THIS DOCUMENT CONTAINS PROVISIONS
RESTRICTING RESALE AND ASSUMPTIONS

PROMISSORY NOTE
Amended and Restated Disposition, Development and Loan Agreement
Site Acquisition Loan

Principal Amount: $1,923,750 _____, 2022

APN 098-0282-009-00

FOR VALUE RECEIVED, the undersigned 2205 Railroad Avenue LLC, a Delaware Limited Liability Company ("Borrower") whose address is 262 Glorietta Boulevard, Orinda, California 94563, hereby promise(s) to pay to the order of the City of Livermore, a municipal corporation ("City"), at 1052 South Livermore Avenue, Livermore, California 94550, the principal amount of ONE MILLION NINE HUNDRED AND TWENTY-THREE THOUSAND SEVEN HUNDRED AND FIFTY Dollars ($1,923,750), together with interest accrued thereon, as set forth in this Promissory Note ("Note").

Pursuant to that certain Amended and Restated Disposition, Development and Loan Agreement ("DDLA") dated _____, 2022, by and between City and Borrower (the "Developer"), the Developer agreed to construct a four-story approximately 65,000-75,000 square foot hotel containing between 125-135 rooms, approximately 1,400-2,000 square feet of economically viable meeting space, a roof-top deck and related hotel amenities and improvements (the "Project") on the Property (defined below) and agreed to satisfy a portion of the parking requirements identified in the conditions for approval for the Project on the Parking Parcel (identified below).

In accordance with the DDLA, the property consists of the parcels located on the southeast corner of South Livermore Avenue and Railroad Avenue in downtown Livermore in the City of Livermore, Alameda County, California (APNs: 098-0407-031-00 and 098-0407-033-00) as more particularly described and depicted as Parcel A and Parcel C on Parcel Map 9999 and in Exhibit A attached hereto (the "Property").

Likewise, in accordance with the DDLA, the parking parcel consists of a parcel located at the northwest corner of Railroad Avenue and North K Street commonly known as 2080 Railroad Avenue (APN 098-0282-009-00) as more particularly described and depicted in Exhibit B attached hereto (the "Parking Parcel").

In accordance with the DDLA, the Borrower intends to purchase, develop, own, and operate the Project on the Property and to use the Parking Parcel to satisfy a portion of the parking requirements identified in the conditions of approval for the Project. Pursuant to the DDLA and its terms and conditions for the loan, the City has made a site acquisition loan to Borrower in the original principal amount of ONE MILLION NINE HUNDRED AND TWENTY-THREE

THOUSAND SEVEN HUNDRED AND FIFTY Dollars ($1,923,750) to fund the acquisition of the Parking Parcel to help satisfy a portion of the parking requirements in the conditions of approval for the Project (the "Site Acquisition Loan").

This Note is made and delivered pursuant to and in conjunction with the DDLA entered into by and between the City and Borrower dated as of even date herewith. All capitalized terms not otherwise defined in this Note shall have the meanings set forth in the DDLA.

1. Borrower's Obligation. This Note evidences the Borrower's obligation to pay the City the Principal Amount, as that term is subsequently defined, loaned to the Borrower by the City to finance the acquisition of the Parking Parcel for the Project, as set forth in the DDLA. As a condition of receiving the Principal Amount, the Borrower promises and agrees to comply with all terms and conditions of this Note.

2. Principal. The principal amount of this Note, $1,923,750 ("Principal Amount"), loaned to the Borrower by the City to finance the acquisition of the Parking Parcel for the Project, as set forth in the DDLA.

3. Interest. The Note shall bear simple interest at three and one-half percent (3.5%) annual interest as of the date of this Note.

4. Term. The entire indebtedness evidenced by this Note shall be repaid to the City by no later than the date that is the earlier of: (i) three months after the completion of the Project's construction as determined by the issuance of a certificate of occupancy for the hotel, or (ii) December 31, 2025, whichever is sooner (the "Maturity Date"); unless otherwise terminated for infeasibility in accordance with the DDLA.

5. No Assumption. Except as may be otherwise set forth in this Agreement and the DDLA, this Note shall not be assumable by the successors and assigns of Borrower without the City's prior written consent.

6. Security. This Note is secured by that certain Deed of Trust and Assignment of Rents executed concurrent with this Note and recorded against the Parking Parcel in the Official Records of Alameda County, wherein the Borrower is the Trustor, and the City is the Beneficiary (the "Security Instrument"). City shall be entitled to the benefits of the Security Instrument and shall have the right to enforce the covenants and agreements contained herein, in the Security Instrument, and in the DDLA executed by and between the Borrower and the City as a condition of the DDLA. Any restrictive covenants executed by and between City and Borrower as a condition of the DDLA shall remain effective for the full duration of those restrictions and shall survive repayment of this Note as set forth in the DDLA.

7. Repayment. The Borrower shall make payments towards principal and accrued interest due on the Site Acquisition Loan as set forth in the DDLA during the Term of this Note. This Note becomes due and payable in full on the earlier of: (a) the date of any Transfer, as defined in the DDLA not authorized by the City; (b) an Event of Default by Borrower which has not been cured as provided for in the DDLA; but in any event (c) no later than the Maturity Date. Any payments made by Borrower pursuant to this section shall be applied first to current annual interest due, and then to reduce the principal amount of the Site Acquisition Loan. All payments by the Borrower shall be paid to the City in currency of the United States

of America, which at the time of the payment is lawful for the payment of public and private debts.

All payments on this Note shall be made payable to the City of Livermore and shall be delivered to the City at 1052 South Livermore Avenue, Livermore, California, 94550, or to such other place as the City may from time-to-time designate.

All payments on this Note shall be without expense to the City, and the Borrower agrees to pay all costs and expenses incurred in connection with the payment.

8. Prepayment. At its option and without any premium or penalty, Borrower may pay all or a portion of the outstanding Principal Amount prior to the amount becoming due. The Borrower may make such prepayments at any time, or from time to time before the prepaid amount is due. All prepayments shall be applied by the City to reduce the amount of the outstanding Principal Amount owed under this Note.

9. Encumbrances. The Borrower shall not encumber either or both the Property or Parking Parcel, permit the covenancy, transfer, or encumbrance of either or both the Property or Parking Parcel, allow the placement of any liens, notes, or deeds on either or both the Property or Parking Parcel, or use either or both the Property or the Parking Parcel as security for any note or loan, without the City's prior written approval; provided, however, that the approval of encumbrances consistent with the approved financing plan included in the DDLA shall not be unreasonably withheld. Any written approval by the City shall be consistent with the requirements of Section 14 below.

10. Payment Acceleration. The Principal Amount of this Note, together with all accrued interest and other outstanding payments and penalties, shall become immediately due and payable upon the occurrence of any of the following events, each subject to any applicable notice and cure periods:

A. The Borrower fails to use the Property or the Parking Parcel, or both, in accordance with the DDLA;
B. The Borrower fails to cure a default consistent with the requirements of Section 11 below;
C. The transfer of the Property, Parking Parcel, or this Note in violation of Section 13, and without the City's written approval consistent with the requirements of Sections 14 and 15 below;
D. The encumbrance of the Property or Parking Parcel, or both, in violation of Section 8, without the City's written approval consistent with the requirements of Sections 9 and 15;
E. Borrower is found to be in Default of the DDLA.

11. Default – Notice & Opportunity to Cure. If in the City's sole discretion, the Borrower fails to observe or perform any condition contained herein, or take diligent action towards the cure or remedy of such event, for a period of thirty (30) days after written notice from the City specifying such failure and requesting that it be cured, such event shall be deemed a default and the City shall be entitled, and in addition to all other remedies provided by law or in equity, to compel specific performance by the Borrower of its obligations under this Note. Any investor, limited partner of Borrower or Borrower's assignee shall have the same notice and

cure rights granted to Borrower, and any cure tendered by such investor shall be accepted or rejected on the same basis as if tendered by Borrower.

12. Default Rate. Upon the occurrence of an Event of Default, interest shall automatically be increased without notice to the rate of the lesser of ten percent (10%) per annum or the maximum rate permitted by law (the "Default Rate"); provided, however, if any payment due hereunder is not paid when due, the Default Rate shall apply to commence upon the due date for such payment. When Borrower is no longer in default, the Default Rate shall no longer apply, and the interest rate shall once again be the rate specified in the first paragraph of this Note. Notwithstanding the foregoing provisions, if the interest rate charged exceeds the maximum legal rate of interest, the rate shall be the maximum rate permitted by law. The imposition or acceptance of the Default Rate shall in no event constitute a waiver of a default under this Note or prevent City from exercising any of its other rights or remedies.

13. Prohibited Transfers. Except as otherwise permitted by the terms of this Note or the DDLA, the Borrower is prohibited from transferring by sale, lease, trade, exchange, rental, gift, assignment, conveyance, the Property, Parking Parcel, or any parts thereof, or any trust or power, or any transfer in any other mode or form, of the Property or Parking Parcel, or any parts thereof or any interests therein; provided, however, that the Borrower may transfer any or all of its interest in the Property, the Parking Parcel, or both, to a subsidiary or affiliate controlled by Borrower. Notwithstanding anything to the contrary contained herein, this Note shall be assignable and transferable in whole or in part to one or more limited partnerships affiliated with Borrower, so long as any such assignment or other document evidencing such assignment is acceptable to the City.

14. Permitted Transfers. Under the following limited circumstances, the City may give its prior written approval for the transfer of the Property, the Parking Parcel, or both: The Property and Parking Parcel is to be transferred to another qualified developer, as pre-determined by the City, who will assume the Borrower's rights and obligations under the Deed of Trust, this Note, and the DDLA.

15. Prior Written Approval. The City shall not unreasonably withhold its written approval of permitted transfers, encumbrances, and refinancing by the Borrower. However, the City may only give written approval of those transfers, encumbrances, and refinancing authorized by this Note and the DDLA. The Borrower must request the City's written approval prior to pursuing any transfer, encumbrance, or refinancing. If not approved, or in violation of this Note, any unapproved transfer, encumbrance, or refinancing shall be null and void and the Borrower must deliver to the City any profits or benefit received from the transaction consistent with the requirements of Section 24.

16. Audit and Inspection. To the extent permissible under laws and regulations protecting individual confidentiality, the City shall have access to and is hereby authorized by the Borrower to inspect, make copies or photographs of, the Property, the Parking Parcel, books, utility accounts, and records of the Borrower pertaining to this Note and the Borrower's use of the Property and the Parking Parcel.

17. Notices. Any demand or notice which either party desires to deliver to the other shall be in writing and shall be delivered by hand, sent by a recognized overnight courier, deposited

in the United States mail with first-class prepaid postage and a return receipt requested, to ensure timely and complete delivery to the other party at the addresses noted above.

18. Attorney Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay all costs and expenses of collection and reasonable attorney fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

19. Severability. Every provision of this Note is intended to be severable. If any provision is held by a court of competent jurisdiction to be invalid, illegal, and unenforceable, the validity, legality, and enforceability, of the remaining provisions shall not in any way be affected or impaired.

20. Interpretation. The provisions of this Note have been arrived at through negotiation and each party had a full and fair opportunity to revise the provisions and have them reviewed by legal counsel. The parties agree that any ambiguities in construing or interpreting this Note shall not be resolved against either party as the drafting party. In the event of an inconsistency or conflict between the language of this Note and the DDLA, the language of the DDLA shall control.

21. Joint and Several Obligations. This Note is the joint and several obligations of all makers, sureties, guarantors, and endorsers, and shall be binding upon them and their successors and assigns.

22. Negotiability. Except as otherwise provided herein, this Note is non-negotiable and not transferable by the Borrower. The City, in its sole discretion, may, in the event of an Event of Default by the Borrower that is not cured as provided for in the DDLA, negotiate a transfer, assignment, or assumption of this Note to any person and upon a minimum ninety (90) day written notice to the Borrower by the City.

23. Binding Upon Successors. All provisions of this Note shall be binding upon and inure to the benefit of the successors-in-interest, transferees, and assigns of the Borrower and the City, respectively.

24. Nonrecourse. Except as expressly provided in this Section, Borrower shall have no personal liability for payment of the principal of, or interest on, this Note, and the sole recourse of City with respect to the payment of the principal of, and interest on, this Note shall be to the Property, the Parking Parcel, and any other collateral held by City as security for this Note; provided however, nothing contained in the foregoing limitation of liability shall: (A) impair the enforcement against all such security for the Site Acquisition Loan in the DDLA of all the rights and remedies of the City under the Deed of Trust as such may be amended, modified, or restated from time to time; (B) impair the right of City to bring a foreclosure action, action for specific performance or other appropriate action or proceeding to enable City to enforce and realize upon the Deed of Trust, the interest in the Property created thereby and any other collateral given to City in connection with the indebtedness evidenced hereby and to name the Borrower as party defendant in any such action; (C) be deemed in any way to impair the right of the City to assert the unpaid principal amount of the Site Acquisition Loan in the DDLA as a demand for money within the meaning of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto; (D) constitute a waiver of any right which City

may have under any bankruptcy law to file a claim for the full amount of the indebtedness owed to City hereunder or to require that the Property shall continue to secure all of the indebtedness owed to City hereunder in accordance with this Note and the Deed of Trust; or (E) limit or restrict the ability of City to seek or obtain a judgment against Borrower to (1) recover under any provision of the DDLA or other documents that obligates Borrower to indemnify City, or (2) recover from Borrower compensatory damages as well as other costs and expenses incurred by City (including without limitation reasonable attorneys' fees and expenses) arising as a result of the occurrence of any of the following: (a) any fraud or intentional misrepresentation on the part of the Borrower or any officer, director or authorized representative of Borrower in connection with the request for or creation of the Site Acquisition Loan in the DDLA Loan, or in DDLA or other documents between the City and the Borrower, or in connection with any request for any action or consent by City in connection with the DDLA and its terms and conditions for the Site Acquisition Loan; (b) any failure to maintain insurance as required pursuant to the City Documents; (c) failure to pay taxes, assessments or other charges which may become liens on the Property (subject to the right to contest as set forth in the DDLA); (d) the violation of the Borrower's obligations in the DDLA, except as limited by the provisions of such agreement; (e) the occurrence of any act or omission of Borrower that results in waste to or of the Property or the Parking Parcel and which has a material adverse effect on the value of the Property, the Parking Parcel, or both; (f) the removal or disposal of any personal property or fixtures or the retention of rents, insurance proceeds, or condemnation awards in violation of the Deed of Trust; (g) the material misapplication of the proceeds of any insurance policy or award resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property; and (h) the failure of Borrower to pay all amounts payable under this Note in full if Borrower Transfers the Property in violation of the DDLA.

[Signatures on the Following Page]

EXHIBIT A

DATE:

BORROWER:

2205 RAILROAD AVENUE LLC,
a Delaware limited liability company

By: PresidioCo Holdings LLC,
a Delaware limited liability company,
Its: Manager

By: _____

Name: _____

Title: _____

DATE:

CITY:

CITY OF LIVERMORE,
a municipal corporation

By: _____

Name: Marc Roberts

Title: City Manager

APPROVED AS TO FORM

By: _____

Exhibit A – Property Description – Hotel Parcel
Exhibit B – Parking Parcel Description

LEGAL DESCRIPTION HOTEL PARCEL

PARCEL A & SUBSURFACE PARCEL C – PARCEL MAP 9999

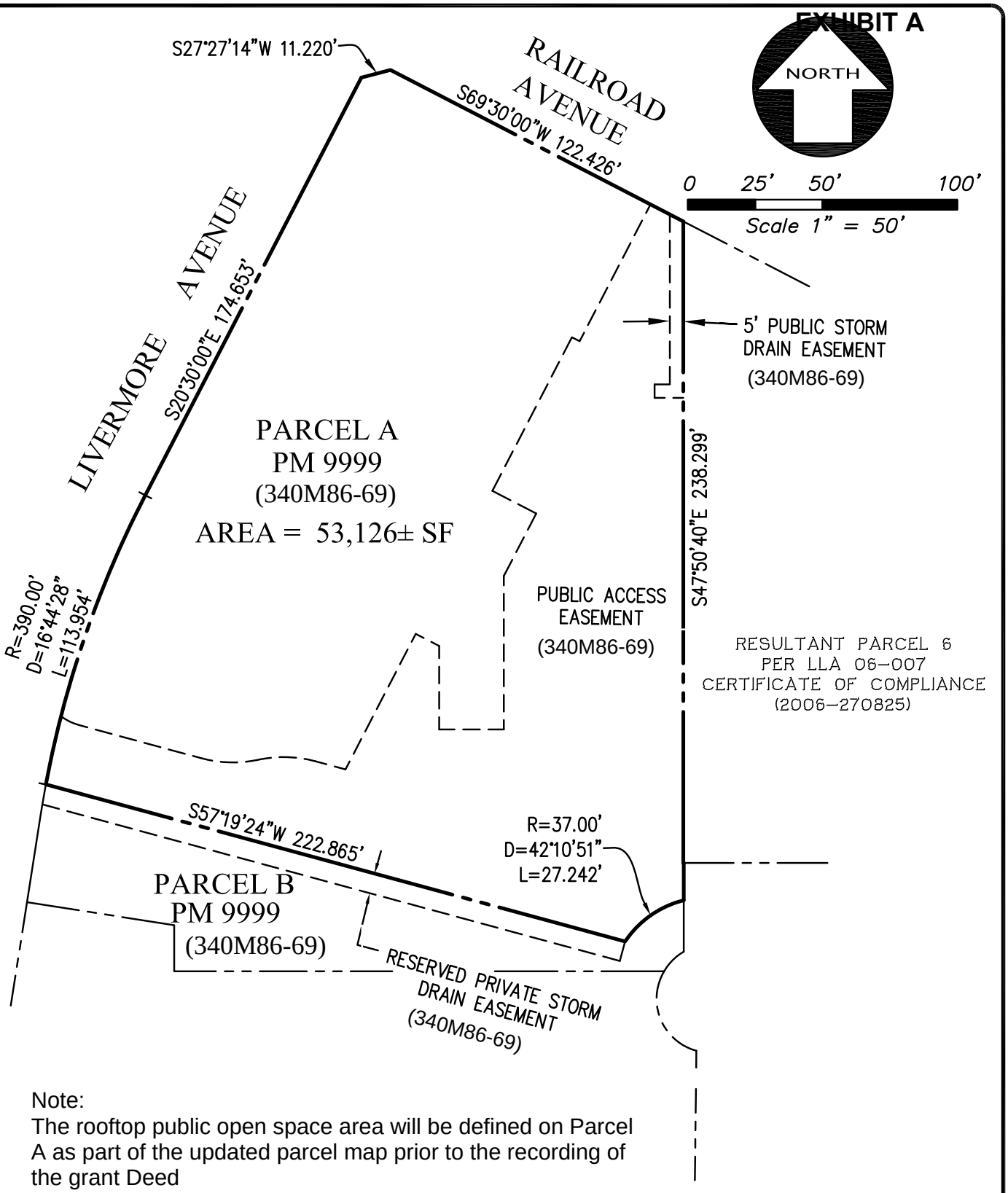
REAL PROPERTY SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL A AND SUBSURFACE PARCEL C, OF PARCEL MAP NO. 9999, RECORDED
October 3, 2018, IN BOOK 340 OF MAPS AT PAGES 86-89, ALAMEDA
COUNTY RECORDS.

PARCEL A CONTAINING 53,126 SQUARE FEET OF LAND MORE OR LESS

SUBSURFACE PARCEL C CONTAINING 50,963 SQUARE FEET OF LAND MORE OR LESS

EXHIBIT A

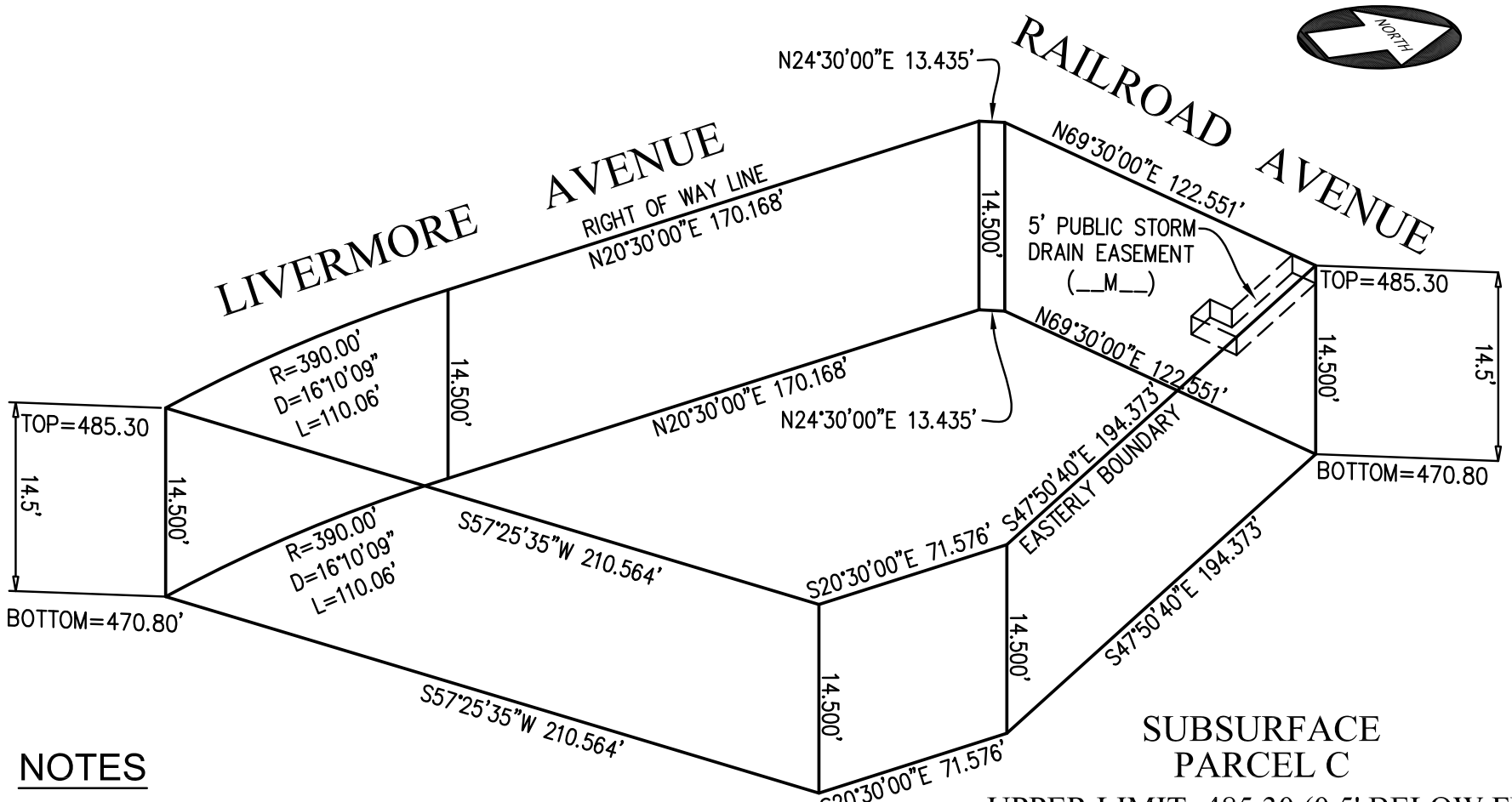


Note:
The rooftop public open space area will be defined on Parcel A as part of the updated parcel map prior to the recording of the grant Deed

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796
www.kierwright.com

PLAT - PARCEL A
PARCEL MAP 9999
LIVERMORE, CALIFORNIA

DATE	AUG 2018
SCALE	1" = 50'
BY	RJH
JOB NO.	A18527
SHEET	1 OF 1



NOTES

A PUBLIC ACCESS EASEMENT ENCUMBERS THE ENTIRE SUBSURFACE PARCEL C.

PARCEL A ENCOMPASSES ALL SIDES OF SUBSURFACE PARCEL C AND ABUTS PARCEL B, LIVERMORE AVENUE, RAILROAD AVENUE AND RESULTANT PARCEL 6. SEE SHEET 2 OF PARCEL MAP 9999.

SUBSURFACE PARCEL C

UPPER LIMIT=485.30 (0.5' BELOW FF)
LOWER LIMIT=470.80 (16.5' BELOW FF)
50,963± SF.
(1.1700± AC.)

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road
Livermore, California 94551
www.kierwright.com
Phone (925) 245-8788
Fax (925) 245-8796

PLAT - SUBSURFACE PARCEL C

PARCEL MAP 9999

LIVERMORE, CALIFORNIA

DATE	AUG 2018
SCALE	NOT TO SCALE
BY	RJH
JOB NO.	A18527
SHEET	1 OF 1

EXHIBIT A SHEET 3 OF 3

EXHIBIT B

Parking Parcel Description
(Legal Description of Parking Parcel to be provided by Developer upon purchase of property)

DESCRIPTION OF PUBLIC IMPROVEMENTS

A. South Livermore Avenue Roadway Modifications

The Livermore Avenue roadway modifications are to create a dual drop-off zone in front of the proposed Hotel lobby. The drop-off zone will consist of a minimum eight (8) foot wide sidewalk in front of the lobby, a nine (9) foot wide drop-off lane adjacent to the sidewalk, an eight (8) foot wide drop-off lane, and a two (2) foot wide striped buffer separating the travel lanes from the drop-off lanes. The curb gutter along the east side of Livermore Avenue shall be realigned to reroute the existing two northbound travel lanes around the drop-off lanes and then align back with the existing lane configuration at the intersection of Livermore Avenue and Railroad Avenue signalized intersection. The two northbound travel lanes shall be twelve (12) feet wide south of the drop-off area then be reduced to eleven (11) feet wide travel lanes across the frontage of the drop-off area and then widen as necessary to conform with the existing travel lanes at the intersection. The existing northbound left-turn pocket at the intersection of Livermore Avenue and Railroad Avenue shall be modified such that the left-turn pocket shall be a minimum length of one hundred thirty (130) linear feet with a minimum sixty (60) foot taper as follows:

1. Remove the existing median in Livermore Avenue and salvage the existing pavestones.

2. Remove the existing curb, gutter, sidewalk, and street trees along the east side of Livermore Avenue from the southeast corner of the Livermore Avenue/Railroad intersection to the existing crosswalk near the southern boundary of the Hotel.

3. Remove the existing paving within Livermore Avenue to install a new raised median.

In addition, a solar-powered pedestrian flashing beacon shall be installed at the existing crosswalk just south of the hotel parcel exit driveway. Cost-sharing for these improvements shall be per the provisions of the DDLA.

B. Railroad Avenue

New Railroad Avenue frontage improvements shall be constructed by the City as part of City Project 202116 widening of Railroad Avenue. The developer shall remove and replace any damaged frontage improvements as a result of constructing the Hotel Improvements. The Developer shall install storm drain improvements as required to meet on-site hotel and on-site public roadway stormwater requirements. The developer shall slurry seal and restripe Railroad Avenue from Livermore Avenue to fifty (50) feet beyond the eastern boundary of this project from the median to the gutter along the Hotel frontage due to utility cuts in the street.

C. On-Site Public Roadway

The following improvements and public improvements shall be designed and constructed by the Developer as part of the on-site public roadway:

1. Public roadway from Railroad Avenue to Livermore Avenue routing around the east side of the Hotel varying in width from twelve (12) feet to fourteen (14) feet in width.

2. Seven (7) ADA parking spaces along the eastern boundary of the proposed Hotel Development.

3. An eight (8) foot wide loading zone at the courtyard of the proposed Hotel development.

4. A ten (10) foot wide loading zone along the southern boundary of the Hotel Parcel to serve the Hotel and the existing commercial businesses that front First Street.

5. A five (5) foot wide sidewalk from the Bankhead Theater plaza area to Railroad Avenue along the eastern boundary of the proposed Hotel. The sidewalk shall be flush to grade from the southeast corner of the Hotel the full length of the ADA parking spaces then ramp up to a standard walkway with a 6” curb up to the driveway entry at Railroad Avenue.

6. New curb and gutter along the eastern and western boundaries of the on-site roadway improvements.

7. Bio-retention swale located along the northeast portion of the roadway improvements and new 12” storm drain piping from the bio-retention swale to an existing drop inlet located at the southeast corner of the intersection of Railroad Avenue and Livermore Avenue.

8. New landscaping shall be installed along the eastern boundary of the hotel parcel from the northern point of the ADA parking up to the northeast corner of the hotel parcel. The landscape shall be designed to screen a portion of the adjacent Bankhead Theater and serve as a bio-treatment device to treat the stormwater runoff from the new public roadway.

9. Bio-retention planters located on the adjacent City property (Parcel B, Parcel Map 9999) along the southern portion of the 10-foot-wide loading zone and new 12” storm drain piping from the bio-retention planters to an existing storm drain maintenance hole located at the roadway exit driveway on Livermore Avenue.

10. New street-level driveway approach with ADA ramps on Railroad Avenue at the northeast corner of the Hotel.

11. New street-level driveway approach with ADA ramps on Livermore Avenue at the southwest corner of the Hotel.

D. Landscape on City Parcel B, Parcel Map 9999

The Developer shall design and construct new landscaping in City Parcel B of Parcel Map 9999 adjacent to and along the southern boundary of the hotel parcel. The landscape at the southern boundary of the hotel parcel shall be bio-treatment devices designed to treat a portion of the public roadway and loading zone along the southern boundary of the Hotel Parcel. Additional landscape improvements shall be installed in the area where the existing trash compactor will be removed after the new Joint Solid Waste Facility is installed. Landscape in this area shall match the existing landscape and be irrigated from the existing irrigation system serving the City parcel.

E. Joint Solid Waste Facility

The Developer shall design and construct a Joint Solid Waste Facility in close proximity to the Hotel sized to serve the solid waste produced including but not limited to garbage, organics, and recyclable services by the Hotel, Bankhead Theater, First Street Mixed-Use Commercial Projects (East and West), Livermore Valley Center Plaza, and the Livermore Cinema. The Joint Solid Waste Facility will replace the temporary facility located south of the Hotel and north of the First Street Mixed-Use Commercial Project (West). The Developer shall maintain access to the temporary solid waste facility during the construction of the Project until such time as the Joint Solid Waste Facility is completed and operational. Once the Joint Solid Waste Facility is operational, the Developer shall remove the temporary solid waste facility and install new landscape and irrigation connected to the City's irrigation system at the location of the former temporary solid waste facility.

PUBLIC IMPROVEMENT AGREEMENT

THIS AGREEMENT is entered into by and between 2205 Railroad Avenue LLC, a Delaware limited liability company ("Developer"), and the City of Livermore, a municipal corporation ("City").

RECITALS

A. The Developer and City are parties to that certain Amended and Restated Disposition and Development Agreement dated XXXXXXXX, 2021, and recorded on XXXXX, 2021, in the official records of Alameda County California as instrument number XXXXXXXXXX (the "DDLA").

B. The Public Improvements as defined in the DDLA have not yet been completed according to the requirements of the DDLA. The City and Developer desire to establish an agreement binding the Developer to complete the Public Improvements no later than 2 years after the date this Agreement is executed.

AGREEMENT

NOW, THEREFORE, the City and Developer hereby agree that the aforementioned recitals are true and correct, and further agree as follows:

1. Performance of Improvements. The Developer shall perform all work as specified in Exhibit "A", attached, and incorporated herein by this reference, in strict accordance with all specifications, plans, applicable City standards, and to the satisfaction of the City Engineer. The work shall be performed, and all materials and labor shall be provided, at the Developer's sole cost and expense subject to the reimbursement provisions set forth in the DDLA. The Developer has provided detailed improvement plans, for all public improvements depicted in Exhibit "A". All required public improvements shall be constructed in accordance with the approved improvement plans (dated , sheets), and current City standard specifications and details, all of which are on file in the office of the City Engineer.

2. Special Conditions. The Developer shall be required to comply with the special conditions as follows: There are no special conditions.

3. Time for Completion. All required public improvements shall be complete and ready for acceptance by City Council as determined by the City no later than 2 years after the execution of this Agreement.

4. Permits, Licenses, and Compliance with the Law. The Developer shall, at the Developer's expense, obtain and maintain all necessary permits and licenses for the performance of the work specified in this Agreement. The Developer shall also comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

EXHIBIT M

5. Acceptance by City. The City shall accept for maintenance the public improvements required by this Agreement after City has determined the Developer has caused all public improvements to have been made in accordance with the requirements of Paragraph 1 above. All public improvements required by this Agreement shall become the sole property of the City when the City accepts such improvements for permanent maintenance.

6. Continued Maintenance For One Year. The Developer shall maintain all public improvements required by this Agreement for one year following the completion by the Developer, and acceptance of the public improvements by City Council. All public improvements required by this Agreement shall become the sole property of the City when the City accepts such improvements for permanent maintenance.

7. Inspection by City. All work done by the Developer shall be inspected by an inspector employed by the City at the cost and expense of the Developer. The Developer shall pay the City, on-demand, the cost of the inspection in accordance with City ordinances. In order to permit the City to inspect the work, the Developer shall provide to the City proper and safe access to the project site at all times, and all portions of the work, and to all shops wherein portions of the work are in preparation.

8. Payment of Outstanding Fees. Prior to acceptance of the public improvements for permanent maintenance by the City, the Developer shall pay all outstanding fees that are due in accordance with City ordinances or this Agreement. In the event the fees are not paid within one year of the date of execution of this Agreement, the Developer shall pay interest at seven percent (7%) per annum from that date until the fees are paid, whether or not any conditions of this Agreement are extended or modified.

9. Reimbursement by City. The City shall reimburse the Developer for its costs for the Public Improvements in accordance with the reimbursement provisions set forth in the Development Agreement.

10. Bonds Required. The Developer shall provide to the City surety bonds of a form satisfactory to the City Attorney issued by a company authorized to issue surety bonds in the State of California as follows:

(a) At the time of signing this Agreement, the following bonds shall be provided:

i. Faithful Performance – in the amount of 100 percent (100%) of the total estimated construction costs, or $ TBD , to secure faithful performance of this Agreement by the Developer.

ii. Labor and Materials – in the amount of fifty percent (50%) of the estimated construction costs, or $ TBD , to secure payment by the Developer of laborers and material engaged pursuant to this Agreement, and further to secure payment as required by the Unemployment Insurance Act.

EXHIBIT M

(b) At the time of signing this Agreement, or before the City accepts the public improvements, the Developer shall also provide a Warranty Bond for maintenance in the amount of fifteen percent (15%) of the cost of the public improvements, or $ TBD , to secure performance of Sections 1 and 6 above. This bond shall remain in effect for one (1) year after the date of acceptance by the City Council of the public improvements required by this Agreement.

11. Alternate Security. In lieu of the bonds required by Paragraph 10 above, alternative security in the form outlined by City ordinance, compliant with the Government Code, and approved by the City Attorney may be provided.

12. Reporting Damages. If any damage (including personal injury, death, or property damage) occurs in connection with the performance of this Agreement, the Developer shall immediately notify the City Risk Manager's office by telephone at (925) 960-4172, and Developer shall promptly submit to the City's Risk Manager a written report, in a form acceptable to the City, with the following information: (a) a detailed description of the damage (including the name and address of the injured or deceased person(s), and a description of the damaged property, if any), (b) the name(s) and address(es) of witnesses, and (c) the name(s) and address(es) of any potential insurance companies.

13. Indemnification. The Developer shall indemnify, defend, and hold the City, its officers, officials, employees, agents, and volunteers harmless against any and all claims, injuries, damages, losses, and suits, including attorney's fees and legal costs, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused solely by the negligence of the City.

14. Insurance Required. The Developer shall procure and maintain insurance for the duration of the contract in the amounts and under the terms set forth in Exhibit "B" against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Developer, its agents, representatives, employees, or subcontractors.

15. Attorney's Fees to Prevailing Party. If any action at law or in equity, including an action for declaratory relief, is brought to challenge, enforce, or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, expert witness fees, and costs, in addition to any other relief to which they may be entitled.

16. Agreement Binds Successors. This Agreement pertains to and runs with the land benefited by the privileges it grants and binds the successors in interest of the parties to this Agreement.

17. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and

effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

18. Modifications. This Agreement may not be modified unless by written instrument signed by both parties.

19. Governing Law. The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

****

Signatures and Attachment List on the Following Page

DATE:

DEVELOPER:

2205 RAILROAD AVENUE LLC,
a Delaware limited liability company

By: PresidioCo Holdings LLC,
a Delaware limited liability company,
Its: Manager

By: _____

Name: _____

Title: _____

Mailing Address:
2205 Railroad Avenue
262 Glorietta Boulevard
Orinda, CA 94563
Attn: Rikesh Patel

(ALL SIGNATURES MUST BE NOTARIZED)

DATE:

CITY OF LIVERMORE,
a municipal corporation

By: _____

Name: Marc Roberts

Title: City Manager

ATTEST:

(SEAL)

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Assistant/City Attorney

Attachments:
Exhibit A – Engineering Considerations
Exhibit B -- Insurance Requirements

EXHIBIT M

DDLA Schedule of Performance

	Pre-Escrow Requirements	Due Date
1	Pre-submittal meeting between City and Developer for entitlements	20-Dec-21
2	Developer submittal of entitlement package	4-Jan-22
3	Developer submittal of complete entitlement package in response to City comments	24-Jan-22
4	Developer submittal Phase 1 for Parking Parcel lot prior to close of escrow	27-Jan-22
5	Developer completes purchase of Parking Parcel property	15-Feb-22
6	Preliminary pro-forma submitted by Developer to City	28-Feb-22
7	Developer Submittal of Draft Hotel Standard Proposal	28-Mar-22
8	City Council review of entitlement package (date subject to on-time submittal of complete entitlement package)	11-Apr-22
9	City approval of parcel map waiver (staff level - subject to on-time submittal of complete entitlement package)	11-Apr-22
10	Developer and the City have entered into a Lease and Operating Agreement for the Hotel and Parking Parcels	11-Apr-22
11	City records parcel map for Hotel Parcel	22-Apr-22
12	Close of Escrow and final transfer of property to Developer	29-Apr-22
13	Joint Compactor/Solid Waste Facility Agreement signed by all applicable parties	30-Jun-23
14	Developer Submittal of Final Hotel Standard Proposal	3-Jul-23
15	City response to final Hotel Standard Proposal (date subject to on-time submittal of Final Hotel Standard Proposal in Item 14 above)	30-Nov-23
16	Building permit submittal by Developer including Hotel, Parking Parcel, Joint Solid Waste Facility and all public improvements	18-Aug-23
17	Final submittal of Final Hotel Standards Proposal in response to City comments	12-Jan-24
18	City approval of Final Hotel Standards Proposal, with conditions as needed (date subject to on-time submittal of Item 17 above)	2-Feb-24
19	Submittal of improvement agreement, bonds, and final off-site improvement plans	4-Mar-24
20	Developer submittal of letters of intent from lenders/equity partners demonstrating full financing needed to construct	15-Feb-24
21	Council approval of improvement agreement and public improvements (subject to on-time submittal of Item 18 above)	13-May-24
22	Developer has obtained Building Permit approval by City for Hotel, Parking Parcel and Joint Solid Waste Facility	31-May-24
23	Start of construction of Joint Solid Waste facility and Hotel (Outside Date)	30-Jun-24
24	Start of construction of Parking Parcel improvements	30-Jan-25
25	Construction of Hotel and all public improvements, and Parking Parcel complete	15-Nov-25
26	Hotel opens and lump sum payment due for loan + interest on Parking Parcel and final payment due for the Hotel Property purchase	31-Dec-25

Scope of Development

The Scope of Development provides the baseline standards from which the Developer shall prepare plans for the project. The final construction drawings shall be consistent with the scope established here, subject to any changes approved by the City Council as part of the Downtown Design Review Entitlements.

Scope of Development:

The project shall include the design and construction of a four-story 125-135-room hotel with an approximately 3,300 square foot bar/lounge, 1,500-2,000 square foot meeting space, 3,500 square foot rooftop deck open to the public consistent with DDLA Exhibit Q, fitness center, outdoor pool, an open courtyard and patio, and related amenities. The design of the project, including the off-site valet parking lot, shall meet the requirements of the City's Downtown Specific Plan in effect at the time of project entitlement. The hotel shall be designed as an upscale or upper-upscale hotel, under the STR, Inc. Chain Scales Rating system or similar industry-recognized rating system as more particularly described in DDLA Exhibit E (Hotel Standards). The hotel shall be designed and appointed with a quality that meets or exceeds the following hotel types, as they exist at the time of the execution of this agreement: Marriot AC, Marriot Autograph Collection, Hilton Canopy, and the Curio Collection by Hilton.

The design of the hotel exterior shall meet or exceed the quality of the hotel project approved on the project site on September 10, 2018, via Council Resolution No. 2018-155. Interior and exterior materials, workmanship, fixtures, features, and amenities shall be durable and of high quality and further the project's position as a preeminent downtown destination.

The project shall also include off-site valet parking at 2080 Railroad Avenue, consistent with DDLA Exhibit J (Parking Parcel) or other similar off-site valet parking lot if approved by the City Council, consistent with the terms of the DDLA. In addition to valet parking service, the project shall meet its accessible parking requirement on the project site.

The project shall also construct and manage a private Joint Solid Waste Facility for the Livermore Valley Center, per DDLA Exhibit F (Joint Solid Waste Facility Agreement Material Terms) which shall be consistent in design with the surrounding uses and the requirements of the City's Downtown Specific Plan. The project shall also demolish the existing temporary solid waste compactor facility, once the new facility is operational, and provide for replacement landscaping on adjoining City property.

TEMPORARY PARKING LEASE AGREEMENT
(Hotel Parcel)

THIS LEASE AGREEMENT ("Lease") dated as of this _____ day of _____, 2022, is made and entered into by and between 2205 Railroad Avenue LLC, a Delaware Limited Liability Company ("Lessor") and the City of Livermore, a municipal corporation ("City" or "Lessee").

RECITALS

A. Lessor desires to construct a four story approximately 65,000-75,000 square foot hotel, containing between 125-135 hotel rooms on two City-owned parcels (APNs: 098-0407-031-00 and 098-0407-033-00) located on the southeast corner of South Livermore Avenue and Railroad Avenue in downtown Livermore (hereinafter "Hotel Parcel").

B. On_____, the City and Lessor entered into a Disposition, Development and Loan Agreement (the "DDLA") wherein the City agreed to sell the Hotel Parcel to Lessor for $71,521. Prior to the close of escrow, the City was using a portion of the Hotel Parcel as a temporary paved surface public parking lot. Upon sale of the Hotel Parcel to Lessor, Lessor has agreed to lease a portion the Hotel Parcel to City at no cost for use as a temporary paved surface public parking lot until the commencement of construction on the Hotel Parcel.

C. As part of the Disposition, Development and Loan Agreement, the City made a loan to Developer to fund the acquisition of a piece of real property located at 2080 Railroad Avenue in Livermore in order to use the property as a valet parking lot to satisfy a portion of the City's parking requirements for the Hotel ("Parking Parcel").

D. Prior to commencement of construction of the Hotel, City desires to lease from Lessor and Lessor desires to lease a portion of the Hotel Parcel (hereinafter "Hotel Parcel" or "Leased Premises") as more particularly shown on Exhibit A attached hereto and incorporated herein. The Leased Premises is approximately 41,500 square feet of a paved surface public parking lot.

E. The Lessor desires to lease the Leased Premises to City and City desires to lease from Lessor the Leased Premises on the terms and conditions contained in this Lease Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Leased Premises. Lessor leases to City and City leases from Lessor, the Leased Premises which consists of approximately 41,500 square feet of a paved surface public parking lot, as indicated on Exhibit A.

2. Possession; Delay in Delivery of Possession.

(a) Except as otherwise provided in this Lease Agreement, City agrees to accept possession of the Leased Premises in its existing "as is" condition, including, but not limited to, all patent and latent defects and subject to all applicable laws, ordinances, and regulations governing and regulating the use of the Hotel Parcel and/or the Leased Premises and any recorded covenants, conditions, restrictions, easements, licenses, or right of ways.

(b) If Lessor, for any reason whatsoever, cannot deliver possession of the Leased Premises to City on or before the commencement date, this Lease Agreement shall not be void or voidable and no obligation of City shall be affected thereby, and neither Lessor nor Lessor's agents shall be liable to City for any loss or damage resulting therefrom.

3. Rent. As a condition of the sale of the Hotel Parcel from City to Lessor**,** Lessor agrees to lease the Leased Premises to the City at no cost for use as a temporary paved surface public parking lot. This no cost lease was incorporated into the sales price for the Hotel Parcel through the DDLA. City shall be responsible for all costs associated with the maintenance of the Leased Premises as set forth in Section 7 of this Lease Agreement.

4. Term. This Lease Agreement shall commence on [date], 2022 ("Commencement Date") and terminate on the date when Lessor commences construction of the Hotel. Lessor shall provide City with 30 days written notice prior to the date that construction of the Hotel will commence. This Lease Agreement shall supersede and replace any other lease agreement between said parties, or their predecessors in interest, concerning the use of the Leased Premises, or any other space or area of the Hotel Parcel

5. Solid Waste Disposal and Collection. In accordance with the DDLA, Lessor is required to design, construct, and own a Joint Solid Waste Facility that will provide garbage, organics, and recyclable services for the Hotel, Bankhead Theater, First Street Mixed Use Commercial Projects (East and West), Livermore Valley Center Plaza, and the Livermore Cinema. The Joint Solid Waste Facility shall replace the temporary solid waste facility located south of the Hotel Parcel and north of the First Street Mixed-Use Commercial Project (West). Lessor shall maintain sufficient truck access to allow solid waste collection at the existing temporary solid waste facility until such time when the Joint Solid Waste Facility is constructed and operational. At the time Lessor provides City written notice of the date construction of the Hotel will commence, Lessor shall identify how solid waste collection access will be maintained if the Joint Solid Waste Facility is not yet operational.

6. City's Use of Leased Premises.

(a) Use of Leased Premises. City shall only use the Leased Premises for the purpose of a temporary paved surface public parking lot and for trash collection at the temporary solid waste facility located south of the Hotel Parcel.

(b) Rules Regarding Use. City shall observe and comply with the rules and regulations annexed to this Lease Agreement and, after notice of these rules, City's use of the Leased Premises shall be subject to the following rules:

(i) City shall not allow, authorize, or permit the Leased Premises, or any part thereof, to be used for any use or any illegal activity or purpose in violation of federal or state laws and/or ordinances, regulations and requirements of County, City, or any other enforcement authority.

(ii) City shall not commit, allow, or permit to be used for any offensive or improper use or nuisance, the Leased Premises which may unreasonably or unlawfully disturb or damage the Hotel Parcel or Leased Premises.

(iii) City shall not leave or store any trash, garbage, or refuse of any kind in, on, or about the Leased Premises and shall cause any refuse, trash, or other waste deposited on the Leased Premises by any of its employees, agents, or representatives to be picked up and disposed of in the appropriate manner so as to keep the Leased Premises in a neat and clean condition.

(iv) City shall not use, commit, allow, or permit to be used or committed, any waste upon the Leased Premises.

(c) Hazardous Materials. City shall not cause or permit any Hazardous Materials to be permanently stored, used or disposed of in the Hotel Parcel or Leased Premises, by City's agents, employees, contractors or invitees, without having obtained Lessor's prior, written consent. For purposes of this Lease Agreement, the following terms shall have the meanings set forth below:

"Hazardous Materials" shall mean any toxic or hazardous wastes, pollutants, materials or substances, including, without limitation, asbestos, PCB's, petroleum products, radioactive substances or their by-products, other substances defined or listed as "hazardous substances," "hazardous materials," "hazardous wastes" or "toxic substances in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C §§ 5101 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Toxic Substance Control Act of 1976, 15 U.S.C. §§ 2601 et seq.; any "toxic pollutant" under the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; any hazardous air pollutant under the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the California Hazardous Substance Account Act, California Health & Safety Code ("HSC") §§ 25300 et seq., the Hazardous Waste Disposal Land Use Act, HSC §§ 25100 et seq.; in or pursuant to or identified as causing cancer or reproductive toxicity in the California Safe Drinking Water & Toxic Enforcement Act of 1986, HSC §§ 25249.5 et seq.; and HSC §§ 25117, 25316; all as such laws may be amended; any hazardous or toxic substance, material, chemical, waste, or pollutant now or hereafter regulated under any other applicable Federal, State, or local environmental laws, without limitation; and any other matter in the nature thereof arising pursuant to the jurisdiction of any public agency.

"Hazardous Discharge" and "Contamination" shall mean the happening of any event involving an emission, spill, release, or discharge ("Release") into or upon (i) the air, (ii) soils or any improvements located thereon, (iii) surface or ground water, (iv) the sewer, septic system, or waste treatment, storage, or disposal system servicing the Leased Premises, of any Hazardous Material, or (v) any other matter in the nature thereof arising pursuant to the jurisdiction of any public agency.

"Environmental Laws" shall mean all applicable Federal, State, and local laws, ordinances, regulations, orders, procedures, policies, and directives of every kind and nature whatsoever pertaining to Hazardous Materials in, at, on, under, or from the Leased Premises or any portion thereof.

7. City Obligations.

(a) Services and Utilities. City shall provide basic electricity and power for the Leased Premises.

(b) Maintenance. Except as otherwise provided herein, City shall at its own cost and expense, maintain the Leased Premises, and every part thereof, in good and sanitary order, condition, and repair. City shall be responsible for the cost of any and all repairs or maintenance to the Leased Premises, caused by negligent, careless, or willful acts of City, its employees, agents, equipment, or invitees.

8. Condition of Leased Premises. City represents and warrants that it has made a thorough and complete inspection of the Leased Premises using qualified consultants and experts of its own choosing, and the Leased Premises is suitable for a temporary, surface public parking lot and in good and sanitary order, repair, and condition. City hereby accepts the Leased Premises in its present condition and, except as otherwise may be set forth herein, without representation or warranty by Lessor as to the condition of such Leased Premises or as to the use of the Leased Premises.

9. Construction and Repair.

(a) Mechanic's Lien. City shall pay, or cause to be paid, all costs and expenses for work done by City, or caused to be done by City, on the Leased Premises of a character which could result in any lien on the Hotel Parcel, and City will keep the Leased Premises free and clear of any mechanic's lien and/or other lien on account of work done for City or at its request.

Should any claims of lien be filed and/or recorded against the Leased Premises, or any action affecting the title thereto commenced, City shall give Lessor written notice thereof as soon as it has knowledge of the action.

(b) Construction. City shall not build or construct any improvement, or make any structural change, addition, or remodeling to the Leased Premises without the Lessor's prior written consent. In the event that Lessor provides City with the required written consent, City shall at its own cost comply with any and all Federal, State, or local laws

and/or regulations applicable to any such construction, alteration, or remodeling to or within the Leased Premises to upgrade them to satisfy current standards.

10. Destruction. If the Leased Premises is totally destroyed during the term of this Lease Agreement by fire, flood, earthquake, or other casualty, whether or not covered by insurance, this Lease Agreement shall terminate.

11. Condemnation. If all or part of the Leased Premises is taken by condemnation such that the Leased Premises is no longer usable for a temporary, paved surface public parking lot, this Lease Agreement shall terminate. City shall be entitled only to that portion of the proceeds of condemnation which is directly attributable to the value of City's interest in this Lease Agreement.

12. Compliance with Laws. City agrees to comply with all applicable zoning, municipal, county and state laws, ordinances and regulations governing the use of the Leased Premises. City agrees to secure and maintain throughout the Term and any Extended Term any federal, state or local licenses or permits required in order to use the Leased Premises for a temporary surface public parking lot . City's failure to do so shall be considered a material breach of this Lease Agreement. City is responsible for compliance with all Federal requirements for improvements, construction and/or repair work outside of the Lessor's obligations.

13. Assignment.

(a) Prohibition Against Assignment and Encumbrance. This Lease Agreement and any rights or obligations of City hereunder shall not be sold, assigned, transferred, leased, assigned, sublet, conveyed, hypothecated either in whole or in part, or in any manner, without Lessor's prior written consent. The City shall not allow any other person or entity to occupy or use all or any part of the Hotel Parcel or Leased Premises without first obtaining Lessor's written consent. Consent to any assignment shall not constitute a further waiver of the provisions of this section.

(b) Involuntary Assignment. No interest of Lessee in this Lease Agreement shall be assignable by operation of law, including, without limitation, the transfer of this Lease Agreement by testacy or intestacy. Each of the following acts shall be considered an involuntary assignment:

(i) If City is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which City is the bankrupt party; or, if the City is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors;

(ii) If a writ of attachment or execution is levied on this Lease Agreement;

(iii) If, in any proceeding or action to which Lessee is a party, a receiver is appointed with authority to take possession of the Leased Premises.

(iv) An involuntary assignment shall constitute a default by City and Lessor shall have the right to elect to terminate this Lease Agreement, in which case this Lease Agreement shall not be treated as an asset of City.

(v) If a writ of attachment or execution is levied on this Lease Agreement, City shall have ten (10) days in which to cause the attachment or execution to be removed. If any involuntary proceeding in bankruptcy is brought against Lessee, or if a receiver is appointed, Lessee shall have sixty (60) days in which to have the involuntary proceeding dismissed or the receiver removed.

14. Taxes. Lessor shall pay during the term of this Lease Agreement, without abatement, deduction, or offset, any and all real and personal property taxes, general and special assessments, and other charges (including any increase caused by a change in the tax rate or by a change in assessed valuation) of any description levied or assessed during the term of this Lease Agreement by any governmental agency or entity on or against the Hotel Parcel, improvements located on the Hotel Parcel, personal property located on or in the Hotel Parcel or improvements, and the leasehold interest created by this Lease Agreement.

15. Lessor Refinancing. City is aware that Lessor is leasing its interest in the Leased Premises to City and that Lessor's leasehold interest in the Leased Premises is related to an outstanding lease financing. City agrees that it will use best efforts to cooperate with Lessor in connection with a refinancing of the outstanding lease financing, including executing any estoppel, consent, and other similar documents requested by the Lessor.

16. Indemnity. City agrees to and shall defend, indemnify, protect and hold harmless Lessor, its officers, directors, employees and agents harmless from and against any and all loss, damage, injury, accident, casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property arising from or related to any act or omission of City, its employees, agents or contractors, the City's use of the Leased Premises, or as a result of this Lease Agreement. To the greatest extent by law, City waives all claims or demands against Lessor for any loss, damage, or injury to City or City's property in connection with this Lease Agreement or the operation or use of the City's property by City or its agents, servants or contractors or employees and agrees to so indemnify and hold Lessor harmless.

17. Insurance. For the duration of this Lease Agreement, City shall procure and maintain, at its own cost, insurance in the amounts and under the terms set forth in Exhibit B attached hereto against claims for injuries to persons or damages to property which may arise from or in connection with this Lease Agreement.

18. Termination.

(a) Termination for Cause. In the event City engages in, or permits any other person to engage in, any illegal activities in, on, or about the Hotel Parcel or the Leased Premises, whether with or without a criminal conviction, Lessor shall have the right to immediately terminate this Lease Agreement and demand City surrender the Leased Premises.

Except for immediate termination as provided for in this Lease Agreement, should City at any time during the term of this Lease Agreement be in default in the performance of any of the terms, conditions, rules, covenants, or requirements herein contained or otherwise agreed to by the parties, including the rules and regulations established by Lessor regarding the use of, or access to, the Hotel Parcel and Leased Premises, and should such default continue for thirty (30) days after written notice thereof from Lessor to City specifying the particulars of such default, or should City vacate or abandon the Leased Premises, then in any such event it shall be at the option of the Lessor, the Lessor's right to declare this Lease Agreement terminated and re-enter the Leased Premises and take possession thereof and remove City's fixtures and furnishings, and City shall have no further claim thereon or hereunder.

(b) Lessor's remedies in this section shall be in addition and supplemental to any and all other rights or remedies which Lessor may have pursuant to this Lease Agreement and/or under the law.

19. Default. Any of the following events or occurrences shall constitute a material breach of this Lease Agreement by City and, after the expiration of any applicable grace period, shall constitute an event of default (each an "Event of Default"):

(a) The failure by City to perform any obligation under this Lease Agreement, which by its nature City has no capacity to cure;

(b) The failure by City to perform any other obligation under this Lease Agreement, if the failure has continued for a period of ten (10) days after Lessor demands in writing that City cure the failure. If, however, by its nature the failure cannot be cured within ten (10) days, City may have a longer period as is necessary to cure the failure, but this is conditioned on City's promptly commencing to cure within the ten (10) day period and thereafter completing the cure within thirty (30) days after Lessor demands in writing that City cure the failure. City shall indemnify and defend Lessor against any liability, claim, damage, loss, or penalty that may be threatened or may in fact arise from that failure during the period the failure is uncured;

(c) Any of the following: a general assignment by City for the benefit of City's creditors; any voluntary filing, petition, or application by City under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment, vacation, or surrender of the Leased Premises by Lessee without Lessor's prior written consent; or the dispossession of City from the Leased Premises (other than by Lessor) by process of law or otherwise;

(d) The abandonment of the Leased Premises by City.

20. Remedies. Upon the occurrence of an Event of Default, Lessor may pursue all rights or remedies available to Lessor at law or in equity.

21. Waiver. Any express or implied waiver of a breach of any term of this Lease Agreement shall not constitute a waiver of any further breach of the same or other term of this Lease Agreement.

22. Surrender of Leased Premises. Upon the expiration of this Lease Agreement, or no later than ten (10) days after its termination, City shall surrender the Leased Premises to Lessor, and all improvements and alterations thereto, in good condition except for ordinary wear and tear occurring after the last necessary maintenance made by City and/or destruction to the Leased Premises covered by Section 10 of this Lease Agreement.

Lessor may elect to retain or dispose of in any manner any alterations, improvements, fixtures, or furnishings that City does not remove from the Leased Premises on expiration or termination of the Lease Agreement by giving at least ten (10) days' notice to City. Title to any such improvements, alterations, fixtures, or furnishings that Lessor elects to retain or dispose of on expiration of the ten (10) day period shall vest in Lessor. City waives all claims against Lessor for any damage to City resulting from Lessor's retention or disposition of any such improvements, alterations, fixtures, or furnishings. City shall be liable to Lessor for Lessor's costs for storing, removing, and disposing of any improvements, alterations, fixtures, or furnishings.

23. Entry by Lessor. City shall permit Lessor, its officers, employees, and agents to enter into and upon the Leased Premises upon reasonable notice for the purpose of inspecting the Leased Premises, enforcing the rules and regulations under this Lease Agreement, and the posting of such legal notices as Lessor may deem necessary or convenient.

(a) Lessor and its agents may enter the Leased Premises at any reasonable time upon reasonable notice to City, or immediately in the case of an emergency, for the purpose of: (i) inspecting the Leased Premises; (ii) posting notices of nonresponsibility; (iii) supplying any service to be provided by Lessor to City; (iv) showing the Leased Premises to prospective purchasers, mortgagees, or tenants (v) making necessary alterations, additions, or repairs as required by this Lease Agreement or to otherwise perform Lessor's duties under this Lease Agreement; (vi) determining whether City is complying with the terms of this Lease Agreement; (vii) performing City's obligations when City has failed to do so after written notice from Lessor, if required by the terms of this Lease Agreement; (viii) placing on the Leased Premises ordinary for lease signs or for sale signs; (ix) doing of other lawful acts that may be necessary to protect Lessor's interest in the Leased Premises under this Lease Agreement; and (x) responding to an emergency.

(b) Lessor shall have the right to use any means Lessor deems necessary and proper to enter the Leased Premises in an emergency. Any entry into the Leased Premises obtained by Lessor in accordance with this section shall not be a forcible or unlawful entry

into, or a detainer of, the Leased Premises, or an eviction, actual or constructive, of City from the Leased Premises, nor shall such entry give rise to a claim for rent abatement**.**

24. Notices. Wherever in this Lease Agreement it shall be required or permitted that notice or demand be given or served by either party to this Lease Agreement to or on the other, such notice or demand shall be given or served in writing and forwarded by registered mail, addressed as follows, though any party may change such address or contact person by written notice by registered mail to the other:

City: Community Development Director
City of Livermore
1052 South Livermore Avenue
Livermore, California 94550

Lessor: 2205 Railroad Avenue LLC
A Delaware limited liability company

Attn:
262 Glorietta Boulevard
Orinda, California, 94563

25. Holding Over. Any holding over without the Lessor's prior written consent shall be prohibited.

26. Modification. This Lease Agreement may only be modified or amended by written agreement signed by both parties hereto.

27. General Provisions.

(a) Time of Essence. Time is of the essence for each provision of this Lease Agreement.

(b) Relationship of the Parties. Nothing contained in this Lease Agreement shall be deemed or construed by the parties or by a third party to create the relationship of principal and agent, and/or of partnership, and/or of joint venture, and/or of any association between the parties, other than the relationship of Lessor and Lessee.

(c) Entire Agreement. This instrument, including any attachments hereto, constitutes the entire agreement of the parties relating to the subject matter of this Lease Agreement and correctly sets forth the rights, duties, and obligations of each party to the other, but this Lease Agreement does not supersede any provision in the DDLA.

(d) Partial Invalidity. If any provision or portion of this Lease Agreement shall be deemed invalid, it is agreed that such invalidity shall affect only such provision or portion thereof, and the remainder of this Lease Agreement shall remain in force and effect.

(e) California Law. This Lease Agreement shall be governed by and construed in accordance with the laws of the State of California.

(f) Review of Lease. Each party to this Lease Agreement declares that prior to the execution of this Lease Agreement, each party had the opportunity to seek the independent advice of counsel and that they apprised themselves of sufficient relevant information in order that they might intelligently exercise their own judgment in deciding whether to execute this Lease Agreement. Each party agrees that they have completely read and understood the Lease Agreement, know the contents thereof, and have signed the Lease Agreement of their own free will and free of any duress. No single party has drafted this Lease Agreement and it shall not be interpreted against any party as the drafting party.

(g) Performance Excused. The parties shall be excused from performance, as hereunder agreed to, if such performance is rendered impossible, impractical, or unreasonably difficult by, but not limited to, any strike, lockout, labor disturbance of any kind, civil commotion, war, acts of terrorism, shortage of any supply or labor, shortage of water, weather, act of government authority, enactment or change in laws or regulations, breakdown of facilities or any cause outside of the parties' control.

(h) Mutual Termination. This Lease Agreement may be terminated at any time concerning the rights and responsibilities of the parties who, between them, agree to such a termination.

(i) Headings. The headings used in this Lease Agreement are intended for reference only and do not define or limit the scope or meaning of any provision of this Lease Agreement.

(j) Waiver. A term or condition of this Lease Agreement may be waived at any time by the party entitled to the benefit thereof, but no such waiver shall affect the right of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or of any other term or condition. City shall not be excused from complying with any of the terms and conditions of this Lease Agreement by any failure of the City upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

(k) Attachments. All attachments referred to in and attached to this Lease Agreement are incorporated by reference as though set forth in full.

(l) Attorney's Fees and Costs. If either party commences an action against the other party to enforce this Lease Agreement, the prevailing party is entitled to reasonable attorney's fees, costs of suit, investigation costs and discovery costs, including costs of appeal.

************Signatures and Attachment List On Next Page************

IN WITNESS WHEREOF, the parties to this Lease Agreement have executed this Lease Agreement as of the dates set forth below.

2205 Railroad Avenue LLC
A Delaware limited liability company

By: PresidioCo Holdings LLC
A Delaware limited liability company
its manager

Lessor
By: _____ Dated: _____
[Signer's Name]
[Signer's Title]

City or Lessee

City of Livermore
A Municipal Corporation

By: _____ Dated:_____
Marc Roberts
City Manager

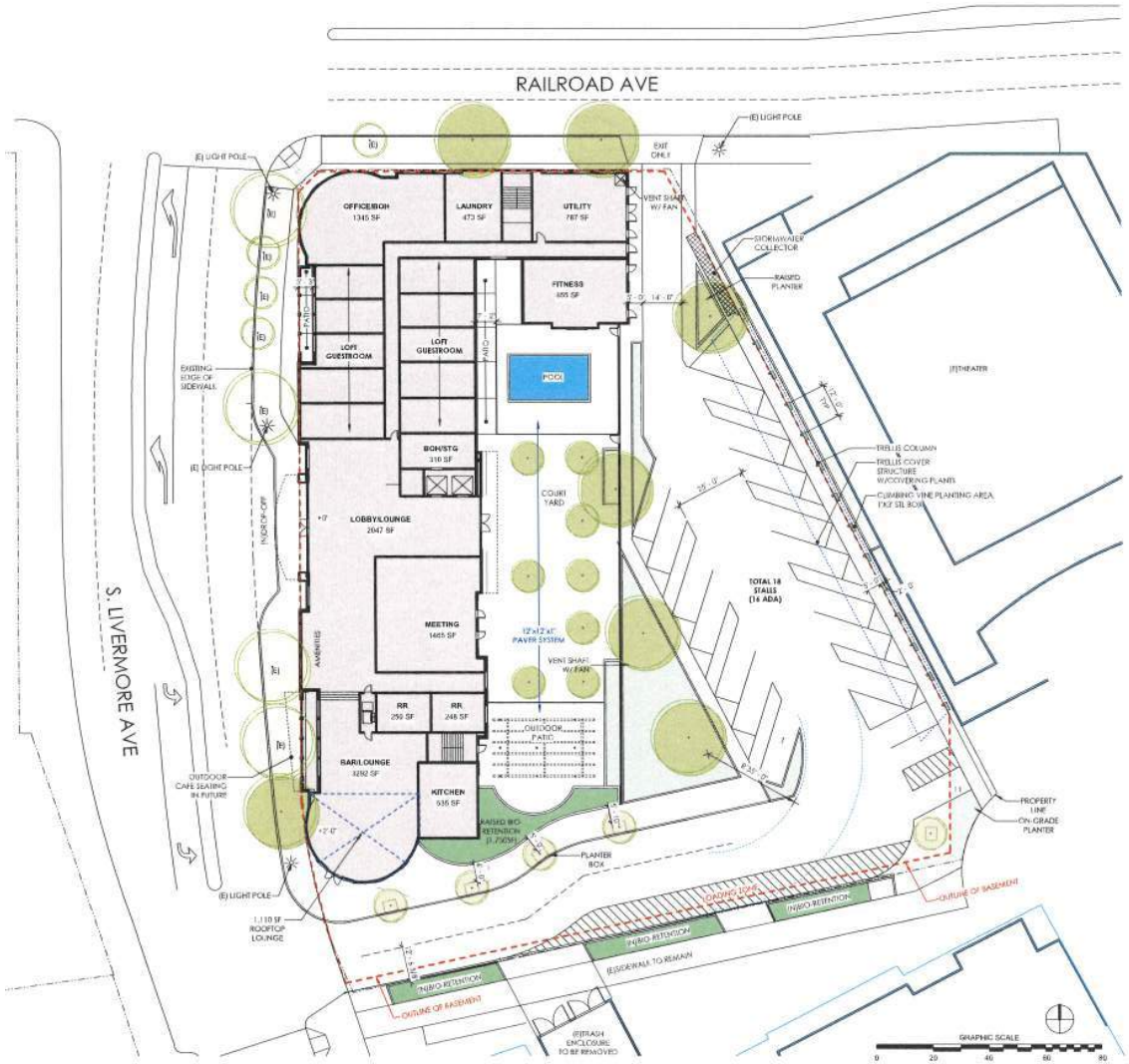
Approved as to Form:

By: _____
Assistant/City Attorney

Attachments:
Exhibit A – Real Property Site Plan – Hotel Parcel
Exhibit B – Insurance Requirements

EXHIBIT A

REAL PROPERTY SITE PLAN - HOTEL PARCEL



LEVEL 1 / SITE PLAN 1" = 20'-0" 1

ADDRESS: 2205 RAILROAD AVE
LIVERMORE, CA 94550

APPLICANT: RIKESH PATEL/PRESIDIO COMPANIES
(415) 264-7295
RIKESH@PRESIDIOCO.COM

APN: 98-467-29-2, 98-289-13-11

SITE AREA: 1.22+/- ACRES

ZONING: DOWNTOWN SPECIFIC PLAN (DSP)

OCC. CLASSIFICATION & USE: R-1 HOTEL, S-2 PARKING GARAGE

BUILDING CONSTRUCTION TYPE: TYPE V-A, SPRINKLERED

HEIGHT: PARAPET 54'-6", TOWER 63'-0"

AREA SUMMARY

LEVEL	PROGRAM	AREA (APPROX.)	AREA (APPROX.)	ROOM COUNT	STALL COUNT	NOTES
				-		
LEVEL 1	LOBBY/AMENITIES/BOH		17,900 SF	-	-	
	PCO/LOUNGE/PATIO		-	-	-	7,000 SF (EXTERIOR)
	OUTDOOR PATIO			-	-	1,600 SF (EXTERIOR)
	GUEST ROOMS			10	-	LOFT STYLE
LEVEL 2	GUEST ROOMS		17,850 SF	41	-	
LEVEL 3	GUEST ROOMS		17,150 SF	41	-	
LEVEL 4	GUEST ROOMS		17,150 SF	41	-	
TOTAL		51,300 SF	70,000 SF	133	120	527 SF/RM

HRGA ARCHITECTURE
2277 Fair Oaks Boulevard, Studio 220
Sacramento, California 95825
916.993-4800 | www.hrgaarchitects.com

presidiocompanies

LIVERMORE HOTEL

12/16/2021

Exhibit B – Insurance Requirements
(Insurance to be provided at time of execution of Lease Agreement)

Terms and Conditions of Deed Restriction to Grant Deed

The following are requirements and restrictions to the Grant Deed for APN 098-0407-031-00 & 098-0407-033-00 (Hotel Parcel):

2205 Railroad Avenue LLC (Grantor) shall hereby grant to the City of Livermore, a municipal corporation (Grantee), public access and use to over and on rooftop public open space on the roof of the hotel. This open space is required to comply with the following:

1. The rooftop public open space area shall be comprised of a minimum 3,500 square foot publicly accessible area on the roof on the southern side of the building and provide seating for a minimum of 15 people.

2. The rooftop public open space area shall be accessible by elevator, provide lighting for safety purposes, and meet all State and Federal accessibility standards in effect at the time of construction.

3. The rooftop public open space shall be available for public use at least 6 days each week from 11 a.m. to 8 p.m. In addition, public use of the rooftop public open space shall be available each year from 9:00 a.m. to 10:00 p.m. on the Fourth of July, from 9:00 am to 9:00 pm for the Downtown Winter Holiday Parade event and the Downtown Rodeo Parade, and from 11 a.m. to 8 p.m. on all other federal holidays.

4. Rooftop public open space access routes and hours of operation shall be posted in the hotel lobby and on the hotel website.

5. Any closures of the rooftop public open space for private activities shall be posted in the lobby and on the hotel website a minimum of 24 hours in advance.

6. Hotelier shall maintain a log of closures for private events to demonstrate compliance with the open hour requirements.

7. The rooftop public open space area may also include amenities such as tables, umbrellas, shade structures, planting, and other similar amenities.

8. The hotel may also provide additional components or structures on the rooftop area, such as a kitchen or warming kitchen, bar, restrooms, and related structures. The square footage required for these components shall be in addition to the minimum 3,500 square foot area required for public open space.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 7.1**

DATE: January 10, 2022

TO: Honorable Mayor and City Council

FROM: Marc Roberts, City Manager

SUBJECT: Oral report from the Director of Emergency Services regarding the COVID-19 emergency, its impacts, and the governmental operations in response to that emergency, as well as discussion and direction regarding the City's emergency operations in response to that emergency.

RECOMMENDED ACTION

An oral report will be given at the meeting.

SUMMARY

DISCUSSION

ATTACHMENTS

Prepared by: Christine Martin
Assistant City Manager

Approved by:

Marc Roberts
City Manager

Fiscal Review by:

Bhavna Chaudhary
City Treasurer/Finance Manager

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 7.2**

DATE: January 10, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Comprehensive General Plan and Housing Element Update – Draft Vision Statement and Guiding Principles

RECOMMENDED ACTION

The Planning Commission and staff recommend the City Council adopt a Resolution approving the General Plan Update – Draft Vision Statement and Guiding Principles.

SUMMARY

On March 1, 2021, the City Council selected updating the General Plan as a priority and directed staff to seek consultant assistance and develop a 3-year work program. On June 28, 2021, the City executed a contract with PlaceWorks as the preferred consultant team for the General Plan Update. The project team (City staff and consultants) has prepared a Draft Vision Statement and a set of Guiding Principles, based on community input. The Vision Statement and Principles will serve as the foundational document for the General Plan update.

The vision should describe the future of Livermore as the community would like it to be in 2045. The vision statement will be at the forefront of the General Plan to set the tone for the entire document. The Guiding Principles provide direction for decision-making as the General Plan is implemented over time. Staff presented the Draft Vision and Guiding Principles to the General Plan Advisory Committee and the Planning Commission on October 27, 2021 and November 16, 2021, respectively. Staff revised the Draft Vision statement based on Committee feedback and Commission recommendations. Staff recommends the Council approve the Draft Vision Statement.

DISCUSSION

Background

The General Plan is the City's long-range policy document for growth, land use, sustainability and resource and open space conservation. The current planning period for the City's General Plan is 2003-2025. Adopted in 2004, the City's General Plan is almost 18 years old. The traditional planning period for

updating the General Plan is 10-20 years. A comprehensive General Plan update is required due to the age of the current document and data that supports it (e.g. traffic and environmental impact studies).

Since the last comprehensive General Plan update, many state and regional policies have changed, which can have an influence on local policy. In addition, the comprehensive General Plan update process offers the community and City an opportunity to re-evaluate existing General Plan policies and develop new ones that address shifts in community priorities, technologies, and current land use and real estate market trends.

Based on community feedback gathered through a General Plan Visioning process, the project team presented a draft Vision Statement and the Guiding Principles to the General Plan Steering Committee and received the Committee's feedback on the draft statement and guiding principles on October 27. On November 16, the project team presented the Vision Statement and the Guiding Principles to the Planning Commission. The Planning Commission provided recommended modifications for review and approval by the Council.

Draft Vision Statement and Guiding Principles

The project team led a General Plan Visioning process, which included a community engagement process, collecting and summarizing themes and topics that emerged from community feedback, and ultimately developing the Draft Vision Statement and Guiding Principles.

Community input gathered over the course of the outreach process to identify key issues, goals, and aspirations for Livermore in 2045 was synthesized into a Draft Vision Statement. The Draft Vision Statement expresses a shared image of Livermore's future and is intended to be ambitious, inspirational, and unique to Livermore. It will set the tone for the entire General Plan. In addition to the Draft Vision Statement are a set of Guiding Principles that will shape how the Goals and Policies of the General Plan are applied to achieve the vision (Resolution, Exhibit B).

Community Outreach and Engagement

The project team hosted a series of outreach events, both in-person and virtually, to hear the community's ideas about a vision for Livermore in 2045. All project materials were distributed in both English and Spanish, and most activities had at least one native Spanish speaker in attendance for translation needs. Each event provided background information and asked questions seeking input on the Vision and Guiding Principles.

In Person Events: In-person outreach was held at existing community events or destinations as described in Table 1:

Table 1. In Person General Plan Outreach Events

Date	Outreach Event	Number of Attendees
September 9, 2021	Farmers' Market Pop-up	80
September 14, 2021	Marylin Avenue School Food Pantry Pop-up	15
September 25, 2021	Rincon Library Open House	100
September 30, 2021	Farmers' Market Pop-up	40

October 10, 2021	Rincon Library Pop-up	50
October 14, 2021	Farmers' Market Pop-up	60
October 16, 2021	Livermore Pridefest Pop-up	130
October 30, 2021	Dias de los Muertos	40

The in-person outreach events engaged approximately 515 people in person.

The questions asked at each September event and the online engagement (see Online and Virtual Events below) included:

1. What do you like about Livermore?
2. What is your vision for Livermore in 2045?
3. What guiding principles should steer the General Plan?
4. What key issues should the General Plan address?

At the October outreach events, participants were asked to rank the importance of the following key issues including:

- Local jobs and businesses
- Quality architecture
- Diversity and equity
- Housing affordability
- Agriculture, open space, and recreation
- Emergency preparedness and safety
- Walking and biking
- Arts, culture, and community events
- Community building
- Climate change

Online and Virtual Events: In addition to in-person community events, the project team employed an online engagement tool and hosted a virtual workshop.

The online tool allowed participants to respond to questions and provide comments at their own pace. The online tool, operated through a Social Pinpoint platform, was active September 9 through October 3, and resulted in 80 online participants.

In addition, the project team hosted a virtual workshop via Zoom on Thursday, September 23, 2021 from 6:30 PM to 8:30 PM and presented information about the General Plan, the update process, the purpose of a Vision Statement and Guiding Principles, and how community visioning fits into the broader update effort. After the presentation, workshop attendees participated in an interactive online poll followed by small group discussions. The small group discussion allowed participants to share ideas and hear different perspectives about and priorities for Livermore's future. A community spokesperson from each small group reported the highlights of the discussion to the large group. Approximately 25 people attended the virtual workshop.

Community Survey: Finally, the project team conducted a statistically valid communitywide Visioning Survey, to identify key issues the General Plan should address and ask the community about the

qualities and characteristics Livermore should embody in the 2045 horizon year. The survey was conducted via telephone and through an online survey form in English and Spanish between September 9 and September 30, 2021. The survey sample size was 450 respondents.

Overall Community Input Results: Overall, the project team engaged with and/or heard from over 1,000 participants across all the outreach channels. Key themes from the input collected through the visioning outreach process are summarized by question in Attachment 1, a compilation of all the community comments is found in Attachment 2, and an analysis of the Community Survey is found in Attachment 3.

General Plan Advisory Committee Feedback

On October 27, 2021, the General Plan Advisory Committee met to review and provide feedback on the draft Vision Statement. The Committee is comprised of 19 members that represent the Livermore community in the development of the Livermore 2045 General Plan. The Committee's role is to ensure continuous and balanced public representation and provide feedback that conveys the community's perspectives and local knowledge. The Committee provides feedback on work products, serves as liaisons to the broader community, and advises the project team on effective outreach and engagement. The Committee was generally pleased with the draft documents and offered clarifying and supporting language. Detailed Committee feedback on the Draft Vision Statement and Guiding Principles is provided in Attachment 4.

Planning Commission Recommendations

The role of the Planning Commission is to advise the City Council on the adoption and on-going review of the General Plan and serve as an advisory body to the Council on matters related to city growth and development. In addition, the Commission promotes public interest in planning and encourages citizen participation in the formation of the General Plan.

Based on the Committee feedback and their own deliberations, the Planning Commission recommended the Vision Statement and Guiding Principles be revised, generally, as follows:

- Use aspirational language
- Incorporate the GPAC's comments
- Include economic sustainability in addition to environmental sustainability
- Integrate the concept of reliability, resiliency, and security of resources (i.e. water, electricity, etc.)
- Improve family-friendly wording
- Include other attributes: sciences, arts, cultural amenities, jobs, and breweries
- Expand the downtown statement to include other commercial spaces
- Revise agricultural heritage to an active statement
- Incorporate biological diversity into open space preservation

Planning Commission comments and recommendations are found in Attachment 4. The project team has revised the draft vision statement based on Planning Commission's recommendations for Council's review and approval.

FISCAL AND ADMINISTRATIVE IMPACTS

The City's 2021-2023 Operating Budget includes the General Fund appropriations necessary to cover

the General Plan Update including staff time and consultant contract costs of $2.8 million through the end of Fiscal Year 2022-23. The scope of work for the General Plan Update includes preparation of a vision statement.

ATTACHMENTS

1. Community Input Themes
2. Community Input Received
3. Community Survey Analysis
4. Advisory Committee and Planning Commission Visioning Comments
5. Resolution
6. Exhibit A Planning Commission Resolution 29-21
7. Exhibit B - Vision Statement and Guiding Principles

Prepared by: Andy Ross
Senior Planner

Approved by:

Marc Roberts
City Manager

Fiscal Review by:

Bhavna Chaudhary
City Treasurer/Finance Manager

Themes of Visioning Outreach

Key themes from the input collected through the visioning outreach process are summarized below by question.

WHAT DO YOU LIKE ABOUT LIVERMORE?

Frequent attributes participants said they liked about Livermore, grouped by topic area, included:

- Small town
- Family friendly
- Welcoming
- Inclusive
- Diverse
- Community
- Safe
- Downtown
- Restaurants
- Wineries
- Library
- Schools
- Bankhead Theater
- National Laboratories
- Farmers' Market
- Parks
- Arts and Events
- Open space
- Greenbelt around the city
- Biking
- Walking/hiking

WHAT IS YOUR VISION FOR LIVERMORE IN 2045?

Common themes from participants' vision for Livermore included:

- Small town feel, family friendly
- Safe and healthy community
- Vibrant downtown
- Strong local economy, economic opportunity
- An accessible transportation system for pedestrians, bicyclists, and public transit
- Variety of affordable housing options
- Protected open space

WHAT GUIDING PRINCIPLES SHOULD STEER THE GENERAL PLAN?

The most frequent guiding principles the community identified included:

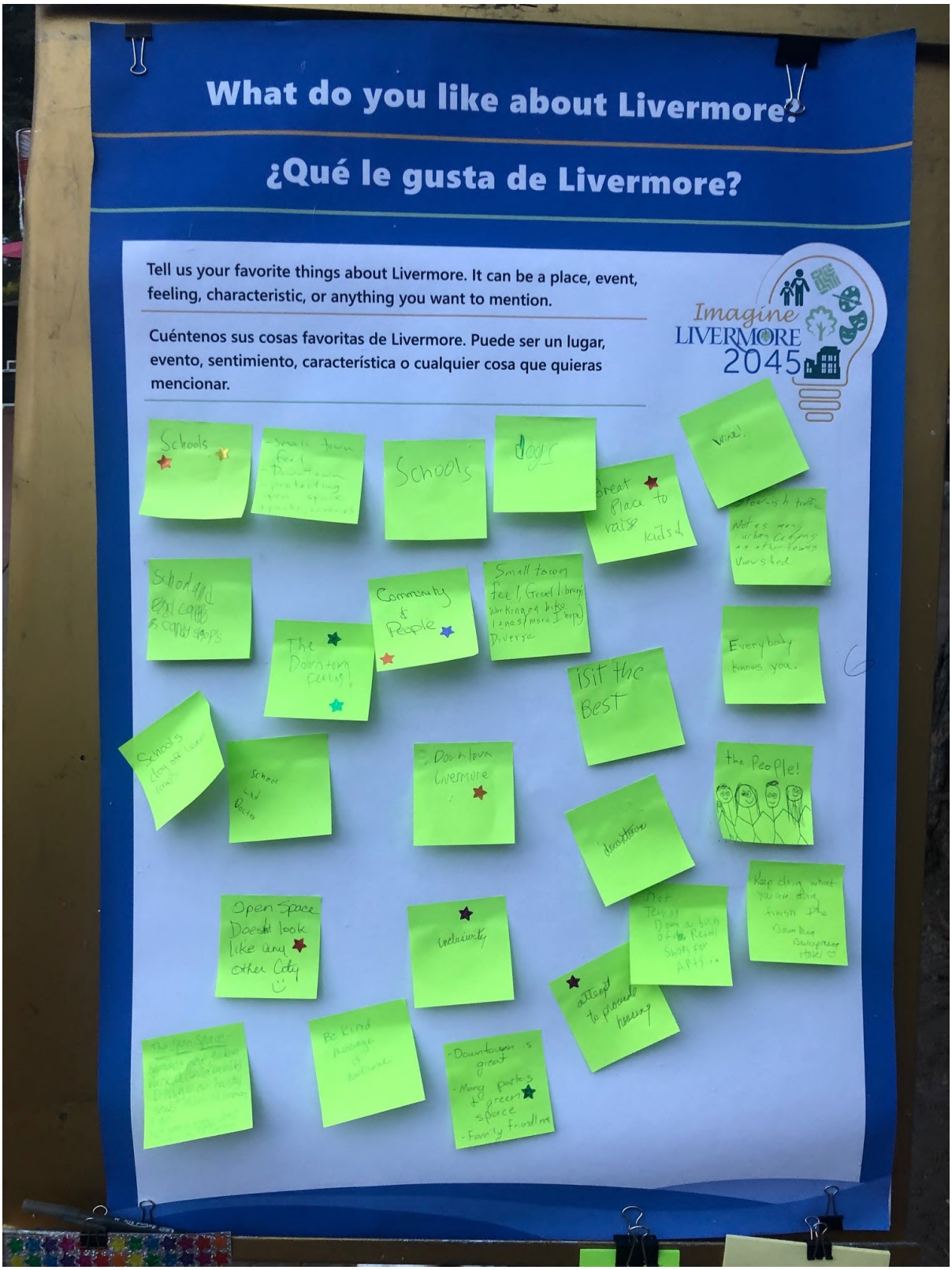
- Diversity
- Inclusivity
- Equity
- Safety
- Prosperity
- Balance
- Sustainability
- Family friendly/welcoming

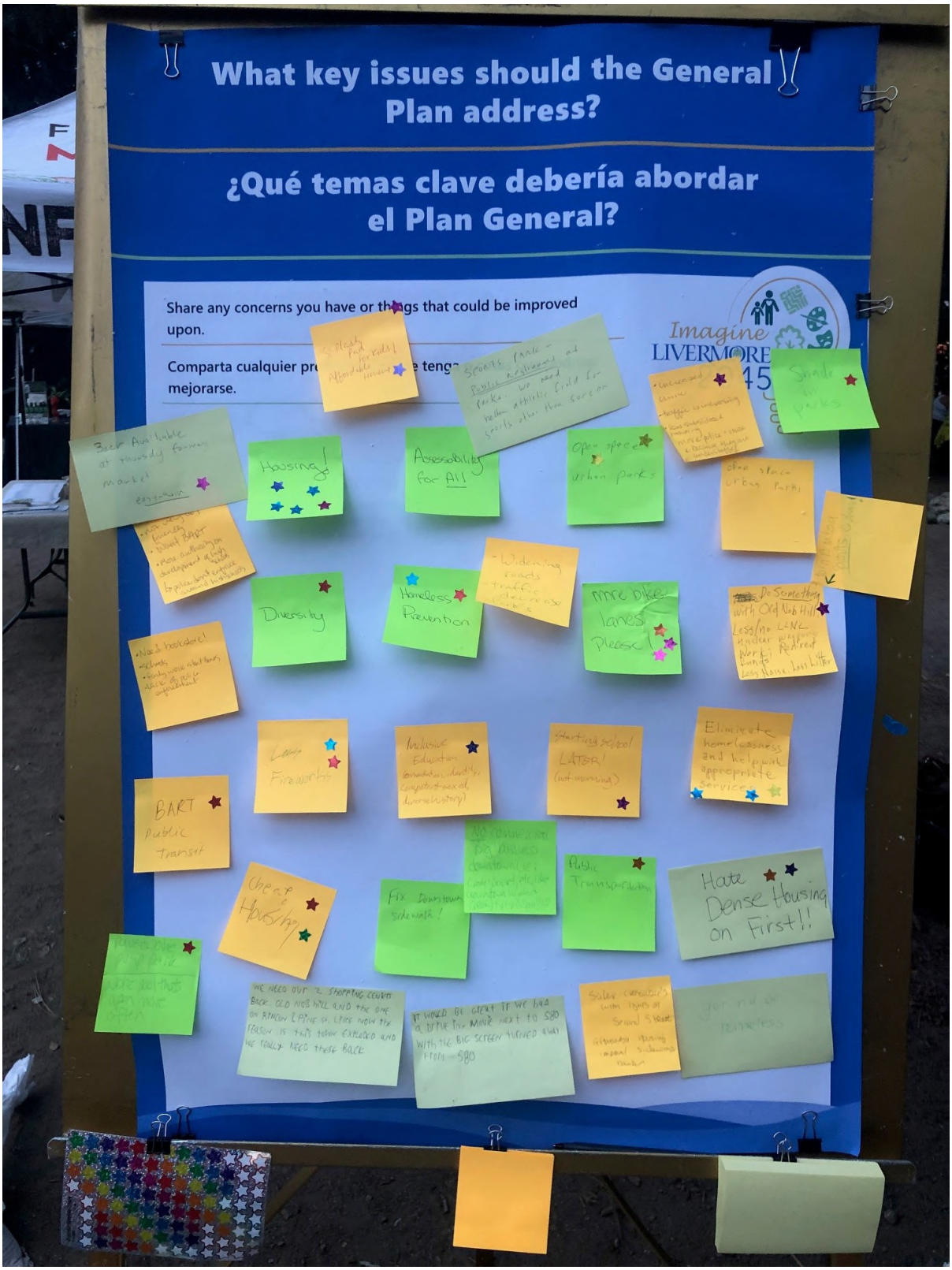
WHAT KEY ISSUES SHOULD THE GENERAL PLAN ADDRESS?

Common key issues participants identified included:

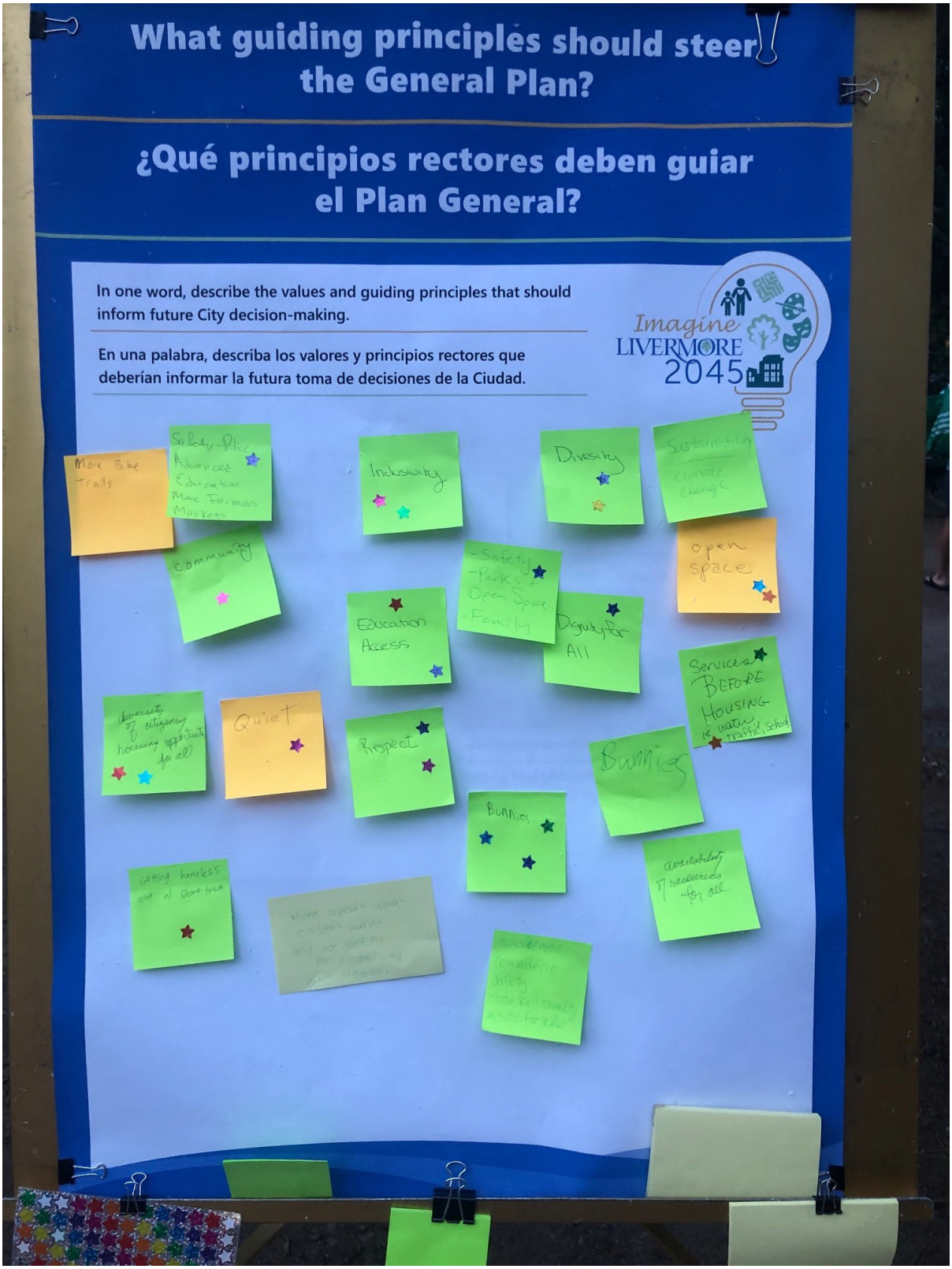
- Crime
- Community health
- Climate change
- Managed growth
- Public services and infrastructure level of service
- Traffic/congestion
- Public transit system including BART to Livermore
- Parking
- Negative impacts to city from airport expansion
- Lack of affordable and diverse housing
- Homelessness
- Rent control
- More high-density housing
- No four-story housing developments

September 9, 2021 Farmers' Market Pop-up

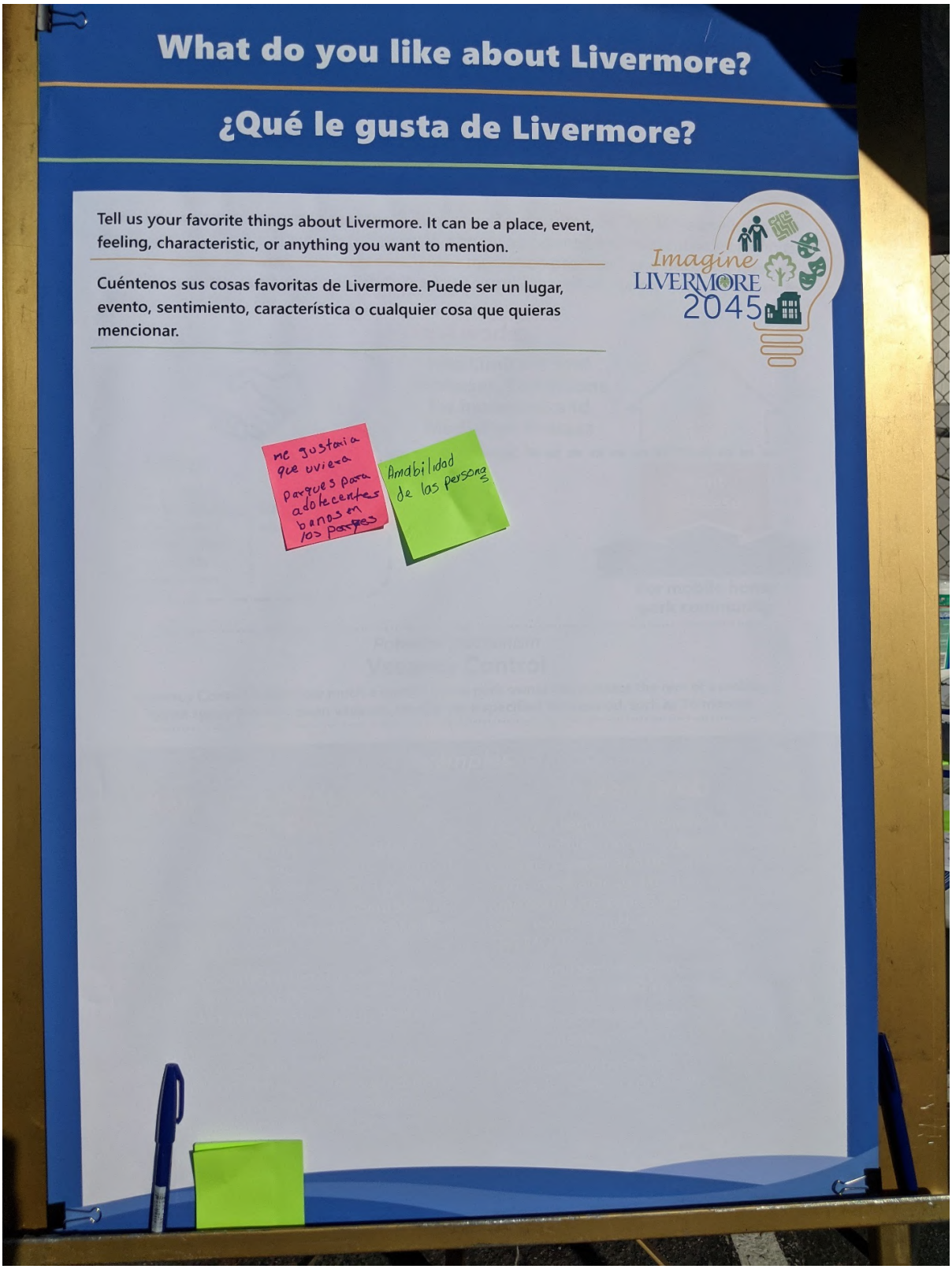

What do you like about Livermore?
¿Qué le gusta de Livermore?
Tell us your favorite things about Livermore. It can be a place, event, feeling, characteristic, or anything you want to mention.
Cuéntenos sus cosas favoritas de Livermore. Puede ser un lugar, evento, sentimiento, característica o cualquier cosa que quieras mencionar.
Imagine LIVERMORE 2045
Schools
Schools
Great Place to raise kids
Community & People
Small town feel, Great library, Walking & bike lanes/more I hope, Diverse
The Downtown Feeling
Everybody knows you.
Downtown Livermore
the People!
Open Space Doesn't look like any other City
University
Be Kind
- Downtown is great
- Many parks & green space
- Family friendly


What key issues should the General Plan address?
¿Qué temas clave debería abordar el Plan General?
Share any concerns you have or things that could be improved upon.
Comparta cualquier pr
e teng
mejorarse.
Imagine LIVERMORE 45
Housing!
Accessibility for All
Open space urban parks
Diversity
Homeless Prevention
more bike lanes Please
Inclusive Education
Starting school LATER! (not morning)
Eliminate homelessness and help with appropriate services
BART Public Transit
Cheap Housing
Public Transportation
Hate Dense Housing on First!!
Fix Downtown sidewalk!

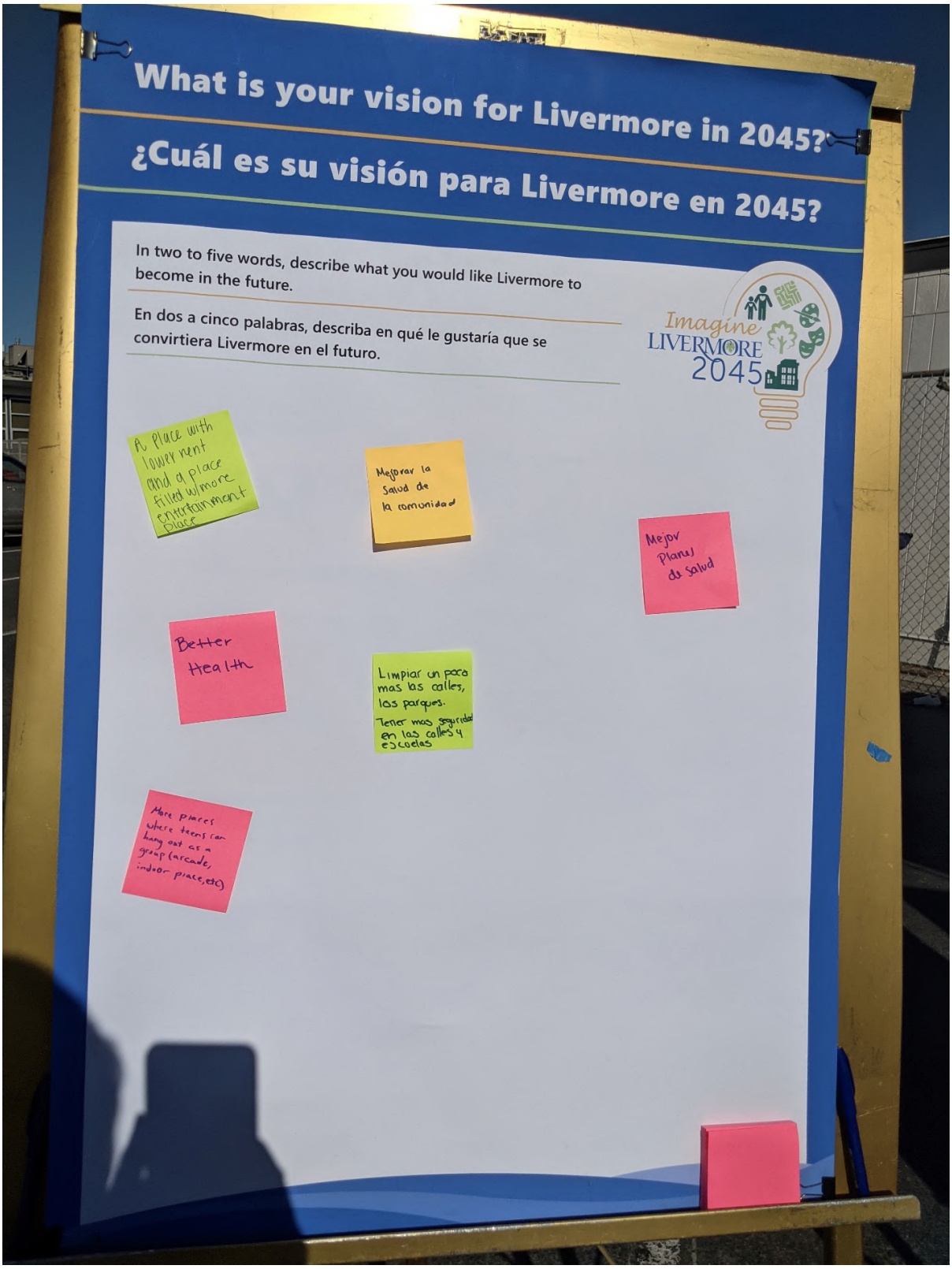

What is your vision for Livermore in 2045?
¿Cuál es su visión para Livermore en 2045?
In two to five words, describe what you would like Livermore to become in the future.
En dos a cinco palabras, describa en qué le gustaría que se convirtiera Livermore en el futuro.
Imagine LIVERMORE 2045
Safety Services
Inclusive education
More housing for non profit workers
A Diverse community
More housing for teachers, police, service providers
Retain Small Town Feel!!
No more high density housing in downtown
- Small town feel
- low traffic
- family oriented
Move vegan options
MORE TREES


What guiding principles should steer the General Plan?
¿Qué principios rectores deben guiar el Plan General?
In one word, describe the values and guiding principles that should inform future City decision-making.
En una palabra, describa los valores y principios rectores que deberían informar la futura toma de decisiones de la Ciudad.
Imagine LIVERMORE 2045
More Bike Trails
Safety - Police Advances Education More Farmers Markets
Inclusivity
Diversity
Sustainability climate change
Community
Safety - Parks Open Space - Family
open space
Education Access
Dignity for All
Services BEFORE Housing
Quiet
Respect
Bunnies
Bunnies
Getting homeless out of Downtown
Accessibility resources for all

September 14, 2021 Marylin Avenue School Food Pantry Pop-up


What do you like about Livermore?
¿Qué le gusta de Livermore?
Tell us your favorite things about Livermore. It can be a place, event, feeling, characteristic, or anything you want to mention.
Cuéntenos sus cosas favoritas de Livermore. Puede ser un lugar, evento, sentimiento, característica o cualquier cosa que quieras mencionar.
Imagine LIVERMORE 2045
me gustaria que uviera parques para adolecentes banos en los parques
Amabilidad de los personas

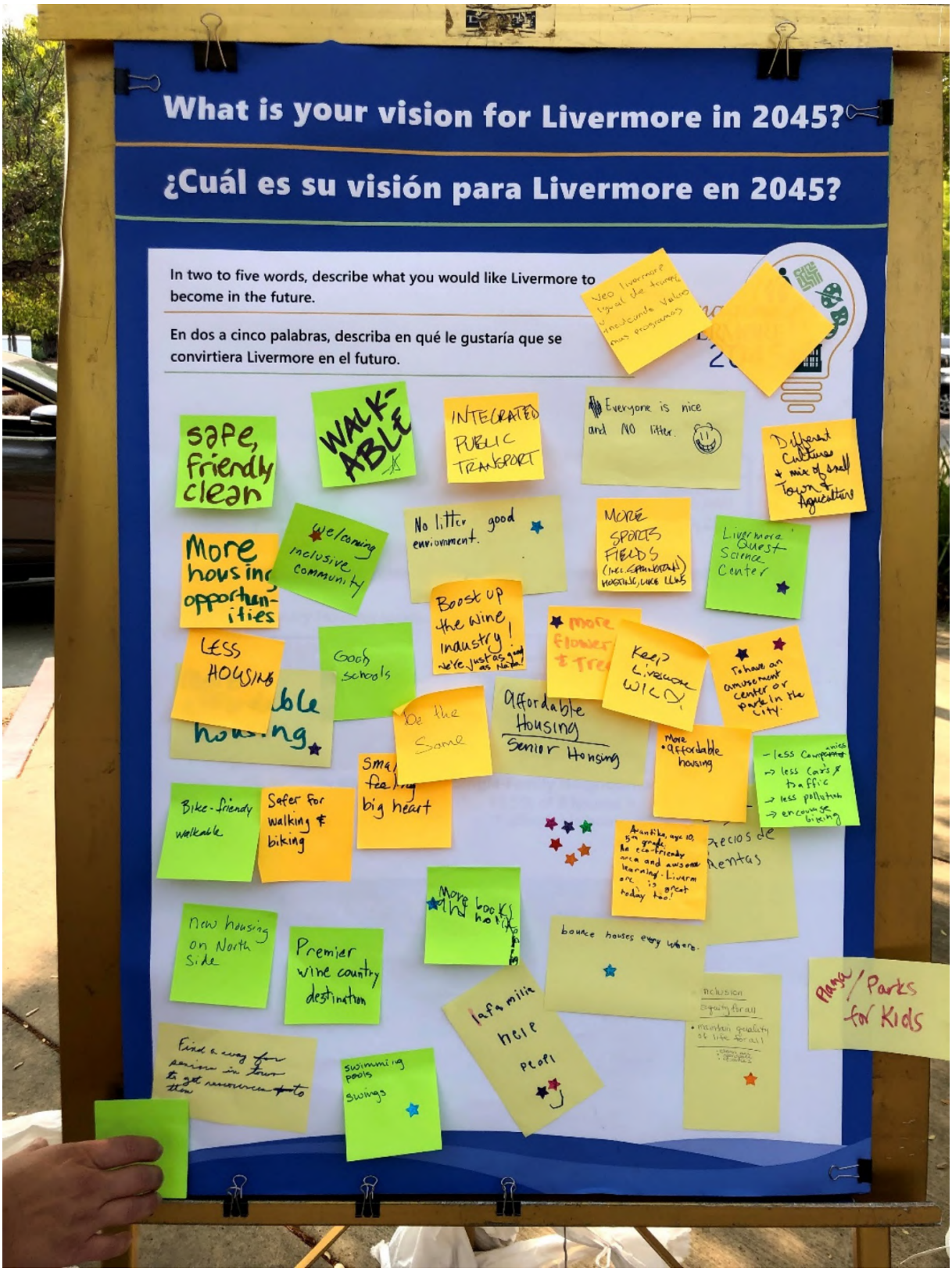

What key issues should the General Plan address?
¿Qué temas clave debería abordar el Plan General?
Share any concerns you have or things that could be improved upon.
Comparta cualquier preocupación que tenga o cosas que podrían mejorarse.
Imagine LIVERMORE 2045
Mejorar las rentas asarlas mas accesivas
transportación para estudiantes a horas tempranos y a todos lugares (orillas de la ciudad) MAS CAMIONES
Renta mas flexibles
Control de renta
Que hubiera baños en todos Los parques. Mas lineas de stop para los Peatones pasar
Control de Renta
* Control de Renta!
Que paga de los rentas de vivienda sea accesible.
* control DE Renta
que las Rentas sean mas aXccible


What is your vision for Livermore in 2045?
¿Cuál es su visión para Livermore en 2045?
In two to five words, describe what you would like Livermore to become in the future.
En dos a cinco palabras, describa en qué le gustaría que se convirtiera Livermore en el futuro.
Imagine LIVERMORE 2045
A Place with lower rent and a place filled w/more entertainment Places
Mejorar la Salud de la comunidad
Mejor Planes de Salud
Better Health
Limpiar un poco mas las calles, las parques. Tener mas seguridad en las calles y escuelas
More places where teens can hang out as a group (arcade, indoor place, etc)

September 25, 2021 Civic Center Library Open House

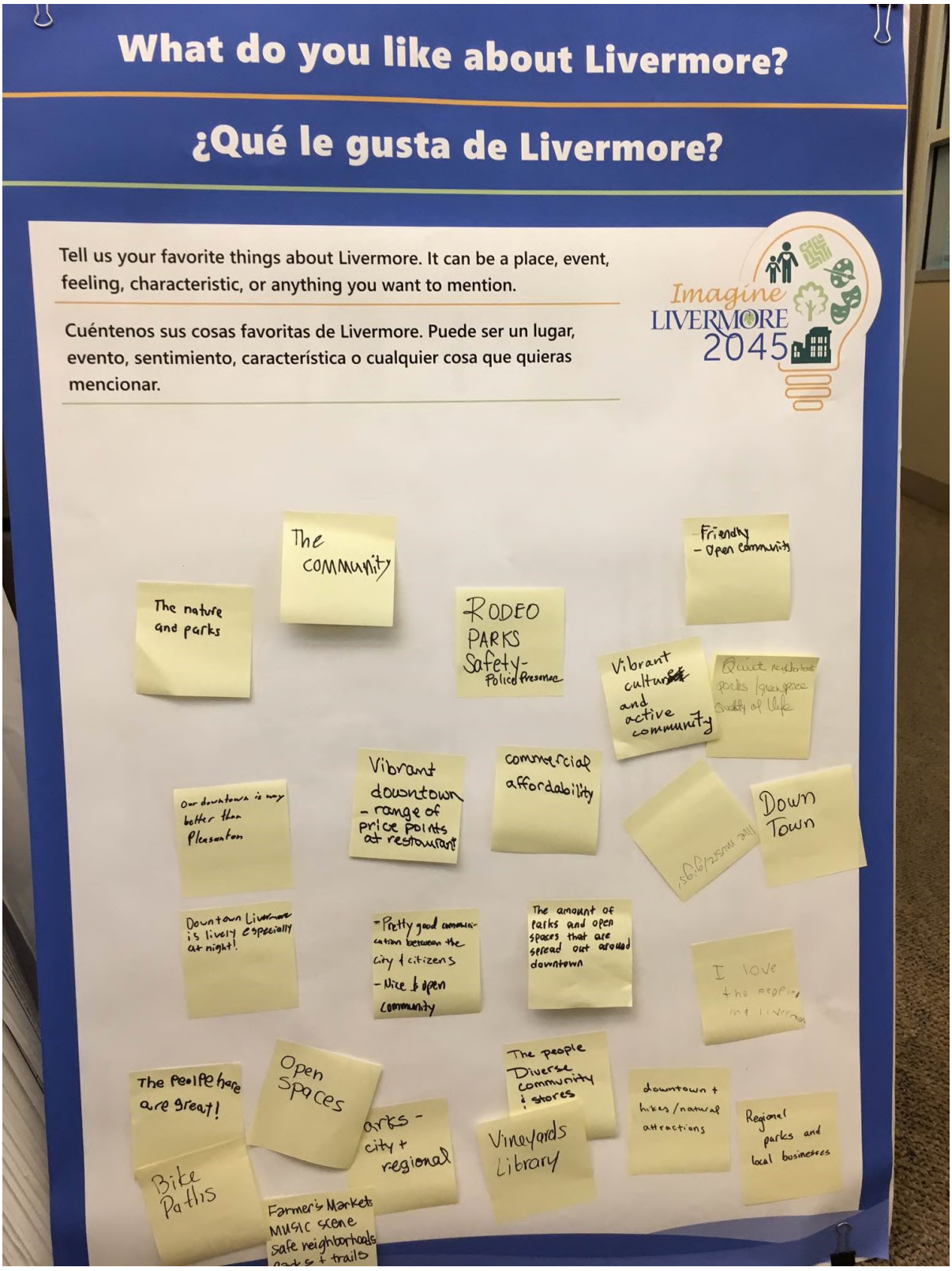

What do you like about Livermore?
¿Qué le gusta de Livermore?
Tell us your favorite things about Livermore. It can be a place, event, feeling, characteristic, or anything you want to mention.
Cuéntenos sus cosas favoritas de Livermore. Puede ser un lugar, evento, sentimiento, característica o cualquier cosa que quieras mencionar.
Imagine LIVERMORE 2045
Location
Downtown
People
Friendly & nice people
Martial arts
OPEN SPACE
I like the Library
People get along together
People care about each other
Small town in a large metropolitan area
Me Gusta su tranquilidad su seguridad
Pero sobre todo su Gente
More Diverse
Entertainment/Services
Community
Great Town Friendly People
Open Space
Downtown
The library
Kids activities
My home since 1956 Love my town
Walkable art shows
convenient location
Low crime
great library low crime dog parks
Library
Community
greenery
Vines
Me gusta Livermore es muy Tranquilo
I like that its not a big city with huge buildings
Family City & Safety
Me gusta su tranquilidad, la cultura, y que aun no pierde su estilo.
Ecosystem friendly and solar panel energy for everyone to enjoy!
Educational School System Engagement Possitive
Family-friendly neighborhoods
people keeping Earth safe.

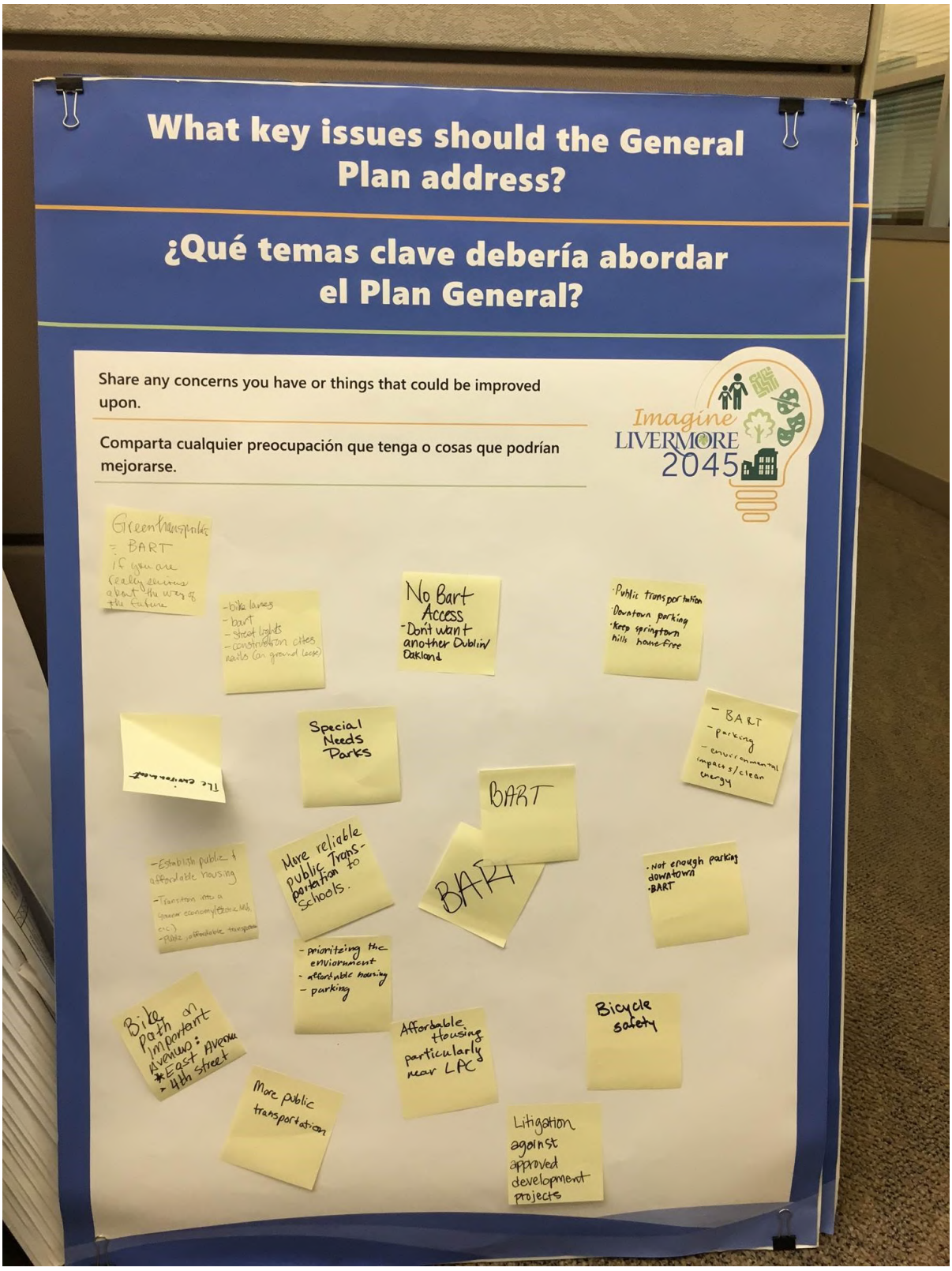

¿Qué temas clave debería abordar el Plan General?
Share any concerns you have or things that could be improved upon.
Comparta cualquier preocupación que tenga o cosas que podrían mejorarse.
Imagine LIVERMORE 2045
Too much growth too fast
Affordable housing
Traffic on S. Livermore & College Ave ADCan we get a 4-way stop sign ?
INCLUDE SPRINGTOWN
TRAFFIC SAFETY
Lack of around train (Ventura St
-housing (too expensive) -clean up under bridge
-more market/store options 4 food that are affordable
-more resources so parks don't have homeless
Law Enforcement
SAFETY Housing Areas.
Environment safety
OPEN SPACE
homeless population
mental health issues
RENTAS ACCESIBLES
Nightlife Housing opportunities
Continued growth while retaining small-town values
Rent Control
no 4 story housing Downtown
Resolver Problema del agua
No Mas construcción de casas
BART to Livermore
affordability
Mejores ESCUELAS.
Problemas Con la fosa de tratamiento de las aguas
SAFETY
Pollution & Climate change
Balance Growth and History
Affordability
littering
Ensuring wineries/ vineyards are preserved
Bike lane on 580 overpass on Vasco

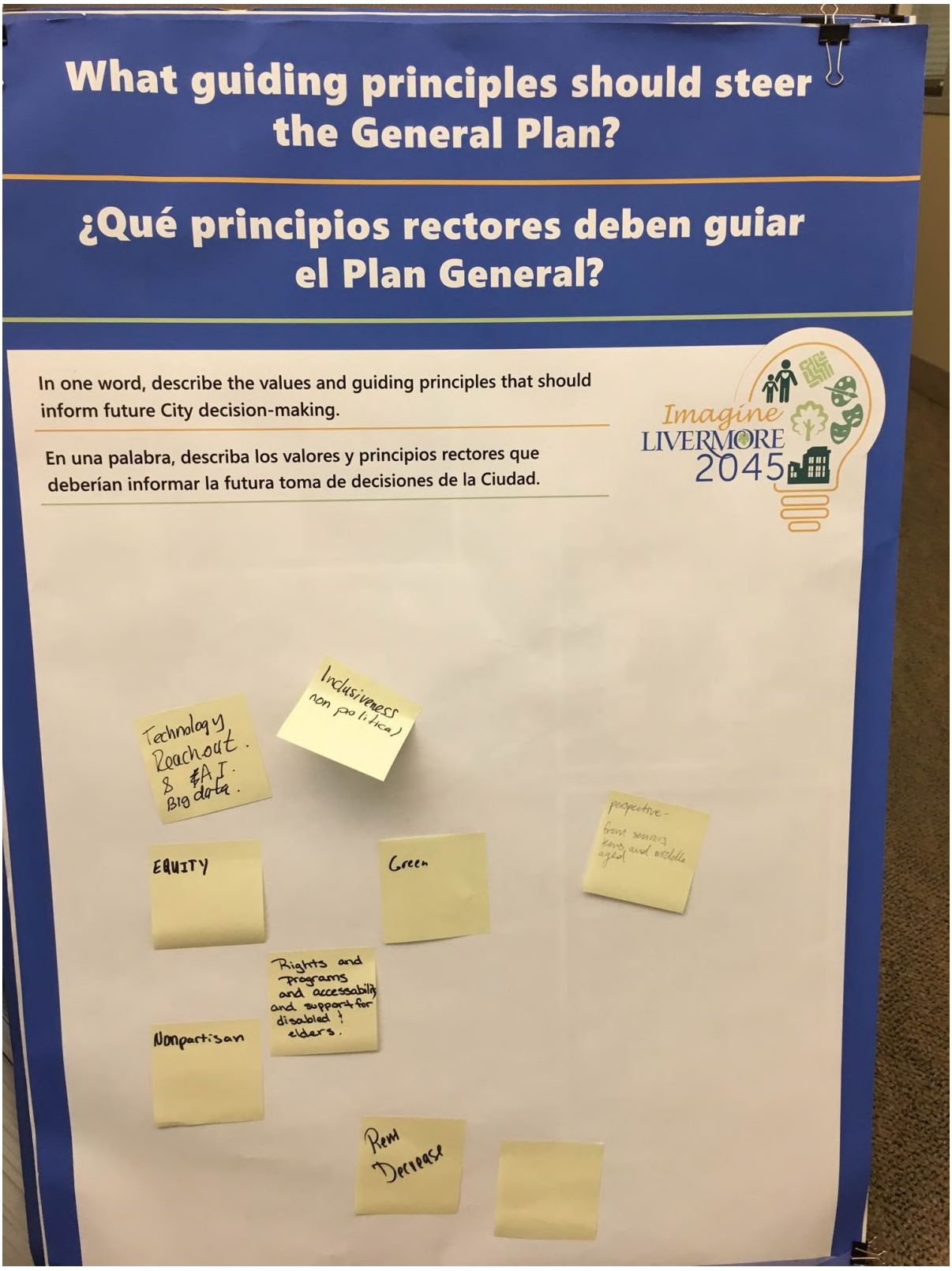

What is your vision for Livermore in 2045?
¿Cuál es su visión para Livermore en 2045?
In two to five words, describe what you would like Livermore to become in the future.
En dos a cinco palabras, describa en qué le gustaría que se convirtiera Livermore en el futuro.
safe, friendly clean
WALK-ABLE
INTEGRATED PUBLIC TRANSPORT
Everyone is nice and NO litter.
Different Cultures + mix of small Town & Agriculture
More housing opportunities
welcoming inclusive community
No litter good environment.
MORE SPORTS FIELDS
Livermore Quest Science Center
Boost up the wine industry!
LESS HOUSING
Good schools
Keep Livermore WILD
To have an amusement center or park in the city.
Affordable Housing
Senior Housing
Be the Same
More affordable housing
Bike-friendly walkable
Safer for walking & biking
big heart
New housing on North Side
Premier wine country destination
bounce houses every where.
Plaza / Parks for Kids
swimming pools
swings


What guiding principles should steer the General Plan?
¿Qué principios rectores deben guiar el Plan General?
In one word, describe the values and guiding principles that should inform future City decision-making.
En una palabra, describa los valores y principios rectores que deberían informar la futura toma de decisiones de la Ciudad.
Imagine LIVERMORE 2045
support
community
availability
bikes trails environment (enjoyment)
ECOSYSTEM
Healthy Family use of city (bikes, trails, playgrou
Affordable Housing For All
Safe healthy more affordable
Integracion y alcanze a la comunidad hispana
Language Accesibility
Nice (Kindness)
Science-based economy
NO ROOM FOR RACISM
I LOVE FAMILY
Equity - A great community for members of all backgrounds & incomes
AFFORDABLE CHILD CARE
Healthy Safety respectful humanitarian
unicorn zoo and mall
Fomentar Valores
BETTER PLAY STRUCTURES IN PARKS

September 30, 2021 Farmers' Market Pop-up


What do you like about Livermore?
¿Qué le gusta de Livermore?
Tell us your favorite things about Livermore. It can be a place, event, feeling, characteristic, or anything you want to mention.
Cuéntenos sus cosas favoritas de Livermore. Puede ser un lugar, evento, sentimiento, característica o cualquier cosa que quieras mencionar.
Imagine LIVERMORE 2045
The community
Friendly - Open community
The nature and parks
RODEO
PARKS
Safety- Police Presence
Vibrant cultur and active community
Vibrant downtown - range of price points at restaurant
commercial affordability
Down Town
Our downtown is way better than Pleasanton
Downtown Livermore is lively especially at night!
- Pretty good communication between the city & citizens
- Nice & open community
The amount of parks and open spaces that are spread out around downtown
The people are great!
Open Spaces
The people Diverse community & stores
downtown + hikes / natural attractions
Regional parks and local businesses
Vineyards
Library
Bike Paths
Farmer's Markets
MUSIC scene
Safe neighborhoods


What key issues should the General Plan address?
¿Qué temas clave debería abordar el Plan General?
Share any concerns you have or things that could be improved upon.
Comparta cualquier preocupación que tenga o cosas que podrían mejorarse.
Imagine LIVERMORE 2045
Greenhouse gas = BART If you are really serious about the way of the future
- bike lanes - bart - street lights - construction cities walls (on ground level)
No Bart Access - Don't want another Dublin/ Oakland
- Public transportation - Downtown parking - Keep springtown hills home-free
- BART - parking - environmental impacts/clean energy
Special Needs Parks
BART
BART
More reliable public Transportation to Schools.
- Establish public & affordable housing - Transition into a greener economy (Tesla, MB, etc) - Public affordable transportation
- prioritizing the enviornment - affordable housing - parking
- not enough parking downtown - BART
Bike path an important Avenue: *East Avenue *4th Street
More public transportation
Affordable housing particularly near LPC
Bicycle safety
Litigation against approved development projects


What guiding principles should steer the General Plan?
¿Qué principios rectores deben guiar el Plan General?
In one word, describe the values and guiding principles that should inform future City decision-making.
En una palabra, describa los valores y principios rectores que deberían informar la futura toma de decisiones de la Ciudad.
Imagine LIVERMORE 2045
Technology Reachout. & #AI. Big data.
Inclusiveness non political
EQUITY
Green
perspective - from seniors, kids, and middle aged
Rights and programs and accessability and support for disabled & elders.
Nonpartisan
Rent Decrease

October 10, 2021 Rincon Library Pop-up


Imagine LIVERMORE 2045
Housing Issues
Necesidades de vivienda
What is the need in Livermore to:
Cuál es la necesidad en Livermore de:
No Need
No hay necesidad
Mild Need
Necesidad leve
Huge Need
Gran necesidad
Add more affordable housing
Agregar "mas" viviendas asequibles
Provide more housing for/ Producir más viviendas para:
» Families/ Familias
» Seniors/ Personas mayores
» People with Disabilities/ Gente con discapacidades
» Young People/ Gente joven
Provide more housing near transit and amenities
Producir más viviendas cerca del tránsito y servicios
Decrease housing costs
Bajar el costo de la vivienda
Reduce Overcrowding
Reducir la superpoblación
Ensure housing is adequately maintained
Asegurarse de que la vivienda se mantenga adecuadamente
Reduce landlord-tenant conflicts
Reducir los conflictos entre propietarios e inquilinos
Prevent displacement
Prevenir el desplazamiento
Provide housing and services for people experiencing homelessness / Proporcionar viviendas y servicios a las personas que no tienen hogar
Share your ideas at | Comparta sus ideas en:
ImagineLivermore2045.org


Imagine LIVERMORE 2045
What is Important for Livermore over the next 20 Years?
¿Qué es importante para Livermore sobre los próximos 20 años?
How important are these issues to you?
¿Qué importancia tienen estos temas para usted?
Not Important
No importante
Somewhat Important
Algo importante
Very Important
Muy importante
Supporting local jobs and businesses
Apoyo los trabajos y negocios locales
Requiring quality architecture
Exige una arquitectura de calidad
Ensuring diversity and equity
Garantizar la diversidad y la equidad
Making housing affordable
Hacer que la vivienda sea asequible
Supporting agriculture, quality open space, and recreation
Apoyar la agricultura, los espacios abiertos de calidad y la recreación
Being prepared for emergencies and safety
Estar preparado para emergencias y seguridad
Improving walking and bicycling
Mejorar la caminata y andar en bicicleta
Promoting arts, culture, and community events
Promover los eventos artísticos, culturales y comunitarios
Building a sense of community
Construyendo un sentido de comunidad
Preventing and responding to the effects of climate change
Prevenir y responder a los efectos del cambio climático
Share your ideas at | Comparta sus ideas en:
ImagineLivermore2045.org

September 23, 2021 Virtual Visioning Workshop

GROUP #1:

Notetakers- [use page 5 to paste any chat room comments for the project record (if there is any)]

Prior to starting the discussion, each participant should introduce themselves and their affiliation with Livermore (resident, business owner, community organization, etc)

- Participants
  - Mallika, City of Livermore
  - Nancy McKenzie, Resident
  - Asa Strout, Resident - Spokesperson for report back
  - Veronica Stewart Long, Grew up here resident
  - Janel, Resident
  - Katie Myers (Steve), Resident
  - Marina (Interpreter)
  - Ricky, PlaceWorks

Question #1: What did you see that resonated with you from the large group poll about what you like about and imagine for Livermore? Anybody want to throw out a few more words before we dive into our next discussion questions?

- Responses
    - Liked comments about Downtown, energy. Very safe for seniors, to go to restaurants and Bankhead, similar to San Francisco. Very nice community. Concerned about some tagging in Downtown, more so in last couple of weeks.
    - Like seeing how welcoming Livermore is. People have come from other parts of the state and brought their experiences and made Livermore what it is today.
    - One thing that resonated with me is the small-town feel. Coming from bigger city, but love living here because it feels safe and quiet, with the exception of July 4th. Livermore feels like a sanctuary.
    - Safety is something I like about Livermore. Being able to riding a bike as a kid when young and still seeing youth today enjoying that. Feel safe when walking around.
    - Like how diverse Livermore is and is getting. Diversity is not just about who but about what. Different things for different people, so much stuff to do, very vibrant, expanding to have more things and more diverse.
    - Natural beauty of Livermore - really precious natural resources, Sycamore Park, the creek, the hills, have not built over with development. Livermore is beautiful and we should keep valuing that.
    - There is a nice balance of amenities, things for the residents, but then also shops and restaurants and activities, but can also go to a quiet park, go to a lake.
    -

Question #2: What is your vision for Livermore in 2045?

- Responses
    - Leaning in on what we do well and working on things that we don't. Protecting open space - there is more opportunity to create open space. The company doing quarries, there is opportunity to do open space there. Economic development, building more homes for people who have been living here and who grew up here. Sustainability. Live and work in Livermore. Many families had someone who worked in the Laboratories. Increase employment opportunities over next 20 years.
    - Want Livermore to grow but concerned about what is happening in Downtown. Like to keep small-town feel and do not like seeing high-rise. Understand need to grow. Want to keep the community feeling, to go Downtown and see people I know in restaurants, active in community.
    - Hope we understand health benefits of bicycling and build more bicycle lanes, and improve public transportation to decrease carbon emissions. Enabling healthy and environmentally friendly things, Livermore can lead the way as an example for this country.
    - We have an energy crisis. Fires cause power outages across the State. Turning Livermore to be energy independent. Solar farm is not ideal but solutions like that is going to be needed to sustain Dublin, Pleasanton, Livermore. Sustainable, independent system for Livermore to thrive. Can be example for what other micro-regions can do as well.
    - Be an example of a community can grow but maintain small-town feel. Economic growth and energy independence as worthwhile goals for 2045.
    - Being a healthy place to live, providing ways for people to get around. Maybe golf cart roads. Something safe and healthy way to travel. See lack of view of ecosystem and how a city fits in an ecosystem. Would like to see native plants, that City does not put plants from other places (eg., Africa, China, etc.). Support local bugs. Things we do, we should keep where we are in mind). What our water aquifers are doing. We should pay attention to the whole ecosystem. Also something that incorporates the human experience, people gathering, such as Downtown space that has a lot of function and can provide a lot of use to the community.
    - Making Livermore more transit-oriented and less car-dependent. Would like to see safe streets in Livermore, creating more open walking space. Fourth Street is opportunity to slow down traffic to make safer for people to walk Downtown. East Avenue is another example where traffic is fast and does not feel safe. Looking at how to make Livermore safer to walk and to drive slowly without pressure to drive

faster. Micro bus services to go around (like Emeryville Go-Around), something that goes around the Livermore area or whichever area you are in.

- Issue of transportation is so important for next 20 to 30 years. Hope this plan will take into consideration that transportation technology is likely to change over this time span, such as autonomous vehicles, so keep this in mind. (Bishop Ranch has autonomous bus, perhaps this as an idea for Downtown)
- To improve pedestrian friendly, close First Street on Friday, Sat, Sun, make it a pedestrian mall. (Pleasanton example, drivers going there can still get around). Like times when streets are closed for wine festival, feels safe.
- Like the idea of autonomous transportation, wonderful idea.
- Every city will experience growth. Whatever plan we have, has to have clear and concise idea of what the housing will look like in how we build and what we build (many residents have left Livermore due to unaffordable rents). A lot of mention of affordable housing would need to be accompanied by middle income and higher-income housing. Create a diverse housing roadmap. This is going to be important because many people have issues with the type of housing going in Downtown. Does Vision 2045 redraw growth boundary to allow for where new housing is going to go but protect open space? We literally lack the space to build housing, see this as biggest hurdle.
- About housing, like the approach of integrated housing where affordable housing is part of every development that comes in. This makes a lot of sense, to not have areas that are just only affordable. Okay with higher buildings, not in exact core of Downtown, which should be reserved for community character. Look for other places for higher housing and can be strategic on placement.
- Mixed income is going to be important, housing crisis is so bad that middle income people cannot afford to live here. Middle income housing will help keep diversity. The junction. The other side of tracks, north part of town (north Downtown area) known as the affordable area of town, from May Nissen Park to Junction Avenue Middle School. Create more economically diverse city.
- More taco places (semi serious). More seriously - by 2045, found solutions for displaced or homeless individuals, this is important issue to address. One of the things I like about Livermore is sense of community, sense of helping each other out, and they are part of the community.
- More equitable distribution of school programs. For example, Joe Mitchell International Baccalaureate program is not available at other schools.

Question #3: What principles do you think are important for the City to consider as they update the General Plan and make decisions on Livermore's future?

- Responses
    - Maintain welcoming attitude of city. Have both people who grew up here and people who recently relocated here. Would like to maintain that Livermore is welcoming to new folks.
    - Safe city
    - City should facilitate healthy living. The way the City responded to the pandemic is an example or model.
    - Preserving natural resources
    - City should fit into the local ecosystem
    - Inclusivity, for race, age groups, economic statuses, people of disabilities, to include people of all backgrounds
    - Local businesses, smaller restaurants that speak to local residents. Keep big chains out of Livermore.
    - A space, a people's place, do not have to spend money to be there
    - Design of spaces where people can have positive interaction, which can create a stronger community, to encourage relationships between people of different backgrounds. Example is Lizzie's Fountain, something like this space on a larger scale.
    - Diverse and together
    - Sustainability - City should be thinking about what needs to happen to make things it builds sustainable. Aim to create a sustainable city with more public transportation and less dependence on cars. Energy and resource sustainability for households and buildings. Preservation of water. Possible consideration - all new construction should not have a lawn? Creating a sustainable and self-sufficient Livermore.
    - Making City safe and easy to travel for seniors. Safe in Downtown. Do not want General Plan to forget about seniors. Thinking about senior citizens. They are a big part of the community.
    - Livermore has an aging population. Idea is to have senior housing in Downtown, to be centrally located and have easy access to shops and services. Do not put senior housing in a remote location.
    - Diverse housing. Housing where people grow up next to different age groups, multigenerational. Interactivity between different ages. People can live longer around a more diverse age community, more active.
    - As Livermore grows, how can we accommodate new businesses that can provide for the new people?

Question #4: What key issues should the General Plan address?

[Notetakers- use next page to paste any chat room comments for the project record]

- Responses
  - Housing homeless people
  - Safety
  - Preserving open space
  - Sustainability and sustainable growth
  - Creating places for diverse community
  - Creating space to exist, for the community to exist
  - Creating community, where all people welcome, they feel invested, this is where people can feel a sense a belonging
  - Maintaining and creating a community
  - Diverse and together
  - Diversity and inclusivity
  - Honoring heritage - have more holistic, inclusive heritage
  - Honoring heritage while being diverse

GROUP #2:

Notetakers- [use page 5 to paste any chat room comments for the project record (if there is any)]

Prior to starting the discussion, each participant should introduce themself and their affiliation with Livermore (resident, business owner, community organization, etc)

- Participants
  - Allison Giffin, PlaceWorks
  - Tricia Pontau, Planner at the City of Livermore
  - Paula DeLiso, Livermore property owner since early 80's, resident in the last few years
  - John Kundert, has lived in Livermore since 1980.
  - Alan Burnham (spokesperson), has lived in Livermore since 70's,
  - Allie Felker, lives and works in Livermore
  - Loretta Kaskey, Livermore resident (old South Side). History of commuting to South Bay, interested in transportation, history, and heritage
  - Paul Spence, City of Livermore Community Development Director

Question #1: What did you see that resonated with you from the large group poll about what you like about and imagine for Livermore? Anybody want to throw out a few more words before we dive into our next discussion questions?

- Since the 70's, Livermore has had positive changes, like the development of Downtown, and a few negative changes like more traffic. General Plan policies can balance the positive changes while minimizing negative impacts
- Hiking around Livermore is great and there are great future hiking opportunities nearby
- Keep Livermore's great open spaces and vibrant downtown,
- Add more housing Downtown to stimulate economic vitality
- Make Downtown a place people want to be, more than just bars and places to drink and eat. It should have historic museums, a science center, theaters (film and performing arts), art galleries, different types of shopping. There should be a variety of choices for leisure for all age groups.
- It should be easy to start a small business in Livermore
- Maintain a small-town feel. Have accessible hiking and outdoor recreational activities
- Maintain an urban boundary, to emphasize the connection to the rural environment
- Refresh/revitalize the parks in Livermore
- Livermore is unique in character, has a rich cultural heritage, and is not sprawling
- It's great that kids can learn about local history about Livermore in school. We should continue to be able to share Livermore's history.

Question #2: What is your vision for Livermore in 2045?

- To evolve in such a way to respect the quality and integrity of existing neighborhoods
- Create more inclusion between North Livermore and the rest of Livermore. That could look like adding a downtown area to the Vasco Springtown area of north Livermore
- Bring back vibrant shopping centers and retail experiences where people want to gather, and that people can access by walking. Connecting the City by walking is important to fostering lively places.
- Live-work-play environments can create retail experiences that activate public spaces and downtown areas.
- Sustainable/complete neighborhoods, with amenities in every neighborhood that residents can walk to (restaurants, grocery stores, parks, places of worship)
- Ensure that zoning code is consistent with Livermore 2045 vision
- Need to modify infrastructure to accommodate emerging mobility technology (e-bikes, etc.)
- Infrastructure should also respond to emerging patterns in goods movement, like autonomous delivery.
- Zoning and other policies should keep up with and anticipate these potential changes in mobility
- Need to create spaces and opportunities for pop-ups, like weekend farmers markets, food truck areas/food halls
- Need to connect trails and nature opportunities in Livermore to other outdoor recreation opportunities nearby. Consider partnership opportunities with other public entities to utilize underutilized open space for public access
- Minimize cut-through traffic
- N3 Ranch: waterway that feeds Lake Del Valle. Livermore should look into investing in this area for public open space (as other public agencies have done).
-

Question #3: What principles do you think are important for the City to consider as they update the General Plan and make decisions on Livermore's future?

- Sustainability, including fiscal responsibility/sustainability, environmental sustainability, and in terms of being able to adequately maintain City infrastructure and services.
- Equity: having more than one voice or one type of voice at the table (civic engagement and policy-making), fostering an environment where everyone can thrive and that emphasizes unique, individual strengths
- Diversity, inclusion, a welcoming community
- Continue to support a balance of housing types and affordability levels, as well as job types and economic opportunities
- Continuing to support all Livermore residents, both current residents and future, especially residents who live on low incomes
- Ensure adequate infrastructure and services for new housing, especially in light of State laws like accessory dwelling unit policies.
- Policy flexibility to allow for innovation, like new technology
- Balance growth with maintaining character and integrity of existing neighborhoods

Question #4: What key issues should the General Plan address?

- policy that allows cannabis retail
- Balance meeting state mandates while maintaining aspects of Livermore that residents want to keep unchanged.
- Growth should be deliberate, and City policy should reflect clearly where and what types of growth should occur based on ability to provide infrastructure and services

GROUP #3:

Notetakers- [use page 5 to paste any chat room comments for the project record (if there is any)]

Prior to starting the discussion, each participant should introduce themself and their affiliation with Livermore (resident, business owner, community organization, etc)

- **Participants**
  - **John Marchand, Former Mayor**
  - **Alana, Resident**
  - **Ruben and Family, Resident**
  - **Jackie, Resident**
  - **Deborah, Resident**
  - **Andy, PlaceWorks**
  - **Wesley, PlaceWorks**

Question #1: What did you see that resonated with you from the large group poll about what you like about and imagine for Livermore? Anybody want to throw out a few more words before we dive into our next discussion questions?

- **Inclusive, engaged community, conservation**
- Inclusive, Accepting Livermore! However, there was former opposition for the Downtown
- We want open space in Downtown!!
    - And in other parts of the city of Livermore!!
- A connection with nature
- Preservation of nature
- LARPD is the voter chosen jurisdictional authority
- Discussion on Solar Farms
- Long term water conservation
    - Water capture issues
- Community Engagement
    - Notifications
    - Better community communication
- Better Transportation

Question #2: What is your vision for Livermore in 2045?

- **Alternative forms of transportation, resilient, inclusive, and prepared city, quality of life, small businesses (Downtown)**
- Public Transportation
    - Emphasis to reduce dependency on private vehicles
    - City bikes
    - Alternative forms of transportation
    - De-incentivize car use
    - More Bike Lanes
    - We don't have the best public transportation
        - Especially in the South
    - We need options! Access to vehicles!
    - More parking in Downtown
    - Livermore does not have the dense areas like other major cities
    - City Transportation Program
        - Ride share program
        - Para Transit program
- Less people are shopping
    - Covid-19
    - Amazon
- More on the ground businesses
    - Small businesses in particular
    - Downtown businesses may be different than Costco
    - **Balance** between big box and small businesses
    - Sales Tax
- Inclusive city
    - Limited mobility
    - Visual impairments
    - Not many existing accommodations
- Resilient Livermore
    - Disaster preparedness
- Quality of Life
    - Sufficient resources
    - Arts and sciences
    - Clean and safe adequate
    - More student art, drama, music
        - Partnership with the school district
        - LARPD does not have arts, music programs

- Technology
    - Intertwined with inclusion, resiliency, transportation
-

Question #3: What principles do you think are important for the City to consider as they update the General Plan and make decisions on Livermore's future?

- **Socioeconomic integration, inclusive development, mix of housing types, leverage existing city strengths**
- Maintain character of our town
    - Small town feel
    - Preserve downtown feel
- More consistency of development
- Inclusivity
    - More socioeconomic integration throughout the city
    - Low income housing throughout the city
- Create walkable, attractive communities throughout Livermore
- Inclusionary housing ordinance
- Mix of housing affordability
- Open hilltops
- ADUs
    - Incentive programs
- Single-family zoning
    - Socioeconomic integration
    - Increase density
- Mix of housing types
- Strength based approach
    - Opportunities
    - Technology
        - Laboratories

Question #4: What key issues should the General Plan address?

- Conservation of space and resources
- Resiliency and emergency preparedness
- Leverage existing strengths
    - Diversity of folks
    - Land
    - Tech
    - Ranch/Ag
- Ranching
- Winery identity
- Grow within resources
- Water
- Housing
- Walkability
- Quality of Life
- School needs
- Arts

GROUP #4:

Notetakers- [use page 5 to paste any chat room comments for the project record (if there is any)]

Prior to starting the discussion, each participant should introduce themself and their affiliation with Livermore (resident, business owner, community organization, etc)

- Jake Potter, City of Livermore (facilitator)
- Carey Stone, PlaceWorks (notetaker)
- Bill Leach
- George
- Larry Gosselin
- Jim Hutchins
- Patti Cole

Question #1: What did you see that resonated with you from the large group poll about what you like about and imagine for Livermore? Anybody want to throw out a few more words before we dive into our next discussion questions?

- Surprised that there was no mention of airport expansion and associated noise that will result.
- Too many generalizations and not enough specifics about the vision for 2045.
- Things that make Livermore unique and should continue to focus on are the importance of the Arroyos and maintaining the health of them; parks and trails are important - need to be maintained. Bike access is improving, but room for improvement.
- **Open spaces** are a positive, but Livermore is encroaching into open space. People don't want to become Dublin. There used to be greenspaces between Bay Area cities. Need to protect and prioritize protecting open spaces. Need trails with scenery along the arroyos.
- Raise awareness of the unique alkali ecosystem; remaining ag and **preserving ag** should be a focus.
- Try to keep Livermore's character; it is going from small town and now housing is extending to outer edges. Growth is natural, but it needs to be controlled and planned.
- Land surrounding Livermore is zoned ag; it provides a diversity of potential uses. Needs to be specificity about those uses and pathway to implementation. General Plan needs more specificity. Engage with Alameda County, ag advisory committee and engaging with existing plans and implementing these plans. General Plan should have a comprehensive ag element.
- Population of the city will grow. Where do we put them? Move to airport - no. Wine area - no? Up North Livermore Ave - maybe?
- General Plan lacks structure; has circular reasoning - policies, objectives, goals. It needs a defined process for documentation of the problems we are discussing. Policy should be established by the City Council (per City Charter).
- Being specific is critical; if not specific it will be generic and open to interpretation and molded to individuals' viewpoints.

Question #2: What is your vision for Livermore in 2045?

- A City that people wan to be a member of; be an **inviting city.**
- Continue to make reasons for people to come **downtown** with shaded parks and benches. There will be more older people in the future. Continued support for visual and performing arts. Spirited, enthusiasm and encouragement. Help local wineries, especially small ones, get noticed. Find a new and fair way to pay for all of this. A generation from now you will want BART to downtown transit center.
- Livermore continues to be **welcoming and appeals to families,** especially families with young children. Affordable housing is a concern for young families; do something to help this demographic own a home or a place of their own.
- **Affordable housing** issue applies to other demographics; need ethnically diverse housing.
- Address **transportation** issues; certain areas of city with problematic transportation. East Avenue is getting smaller; either people will drive less or find other ways of getting around.
- Agriculture becomes recognized as a peri-urban and urban **agricultural activity**. The jurisdictional lines should be blurred in regard to ag activity.
- Transportation - move away from auto focus; electric or carbon vehicles.
- Possible to solve Legacy problem - unfinished apartment complex on Groth site? (bankruptcy court approving a new contractor)

Question #3: What principles do you think are important for the City to consider as they update the General Plan and make decisions on Livermore's future?

- City Council to obtain **consensus** between Council and community on all actions; if no consensus you will create divergence and bad feelings.
- Decisions that City makes needs to be in support of entire community not select groups otherwise you drive the community apart. Perception that certain groups are getting preference over other groups. City needs to figure out how to avoid this.
- Groups that don't have input need to provide input.
- Good, high **diversity** is important. Children will be better equipped to deal with world if they grow up in diverse community. City should keep diversity in mind when making decisions.
- Expand scoping when projects are considered (in regard to EIRs). Conflicts should be resolved at the start of the process not end. Architectural renderings, traffic flow, etc. should be laid out early in the process.
- In context of climate change and quality of life, natural resource management; **conservation** measures.
- Climate change is an emergency/crisis.
- Support small businesses; Walmarts/Targets killing small businesses. Lots of stores downtown long ago, now mostly restaurants. An unfortunate trend; nice if the City could do something to keep small non-restaurant businesses alive.
- **Courteous** - this should be considered in public processes (at citizen level).
- Council and community should think about why people want to live in Livermore; City to provide financial support for the visual and performing arts.
- What the City envisions will draw who comes in the future. "If you build it, they will come." This will dictate the core group who will be attracted to the city.
- Council/City should consider what is possible and not; can't do everything.
- Standards of performance in ag community haven't stayed consistent with economic performance of urban community. Improve economic viability of ag land.
-

Question #4: What key issues should the General Plan address?

- Public safety is a key issue across the board.
- Downtown safety
- Gangs are more prevalent; police job is more difficult because of groups promoting police disrespect.
- What would attract people and keep them here in Livermore?
- Schools - teachers need to be upgraded - they are not effectively identifying with the generations as they change. Teachers aren't paid enough; demoralized. Teachers are struggling to be good teachers.
- Housing should be addressed right up front.
- Should the General Plan allow MF housing on a SF lot? SB 9 and 10 - no legal way of stopping this. Taking away City control over land use decisions is a bad thing.
- Climate crisis - extends to every aspect of planning.
- Collaboration across jurisdictional boundaries for ag and open space enhancement.
- Transportation and alternative vehicle lanes (bikes, neighborhood electric vehicles/slow speed EVs).
- Public transit
- Tourism in the city and rural environment. Hospitality industry wants to see "heads and beds" on the weekends. Tri-Valley Tourism wants to see tourism in the area and rural countryside. Why no resort in South Livermore? This has been an elusive goal. Wineries are struggling without the wineries.
- A resort bigger than Purple Orchid? Owner has trouble running inn. Measure D is in conflict with hotel operation.
- In past years, City helped facilitate volunteerism. This has waned over years. Schools could use help. Elderly/special needs could use support. Livermore used to known for high level of volunteerism. Bring this up again communitywide. There used to be a website that housed volunteer opps.
- Library facilitated volunteering.
- Volunteering can build community; help with public safety issues.
- Larger churches collaborate on volunteer efforts; homeless plans; tiny home plans; all the plans call for engagement from the community.
- Link ag activities to school programs
- Need a volunteer center to help with community building.
- Shifted from a society that wants to help to one that looks to how the community can help them.
- Reduction of altruism and empathy.

GROUP #5:

Notetakers- [use page 5 to paste any chat room comments for the project record (if there is any)]

Prior to starting the discussion, each participant should introduce themself and their affiliation with Livermore (resident, business owner, community organization, etc)

- Participants
  - Max, LHS student
  - Tracy,
  - Laning,
  - Sheryl, east side Livermore
  - Victoria, south Jensen
  - Beth, atty on 4th St. resident for 30 yrs

Question #1: What did you see that resonated with you from the large group poll about what you like about and imagine for Livermore? Anybody want to throw out a few more words before we dive into our next discussion questions?

- Couldn't get to the website, but liked some of the comments. Focused on housing, would like to see questions/comments on housing
- Liked the comments on open space, hills, hiking, parks, portions of the city are walkable. Would like to hear more about housing
  Stated that comments about Livermore being safe/inclusive. Tracy sees an opportunity to define those terms in a broad and inclusive way
- PTSD triggers - Livermore has fewer than other cities
- States definitions really matter
- Commented that it would be nice if Downtown was more pedestrian friendly (pedestrian zone)
- Opportunity to make small businesses a part of Livermore being a destination city, making the city "safe"
- "Small town" how do we define it?
- "Open space" needs more definition.

Question #2: What is your vision for Livermore in 2045?

- Has been tracking the accessibility as the metro region grows. What does it mean because we have an airport, Tri-Valley Link, CalTrans, we have an enormous opportunity, how do we take advantage of that? Less gas dependent, hotter, less capable of being a
- Less dependence on cars. Measure D - open space boundary, knowing we'd have more infill, more density, preserving open space, having a vibrant core
- Expanding transport in Livermore, expanding density with mixed uses
- Crime free environment, feeling safe to take family downtown, living here, not feeling at risk of being burglarized, assaulted. Infill - concerned that if there is a ton of housing, is there going to be room for us downtown? Been here since 1968.
- Want to see more walkability, this means more infill, ability to walk to shops, restaurants, wants more emphasis put on transportation, trails, mixed use buildings. What if downtown wasn't the only destination? Wineries? If there were more neighborhood spots, maybe infill wouldn't be much of a concern. I lived in SF for 16 years, I want to see diversity, inclusive environment, different education, occupation, diverse cultural spot. Don't want to see ourselves isolate
- Sincere cultural diversity is important to them. Oakland and SF didn't plan for their own economic independence. A friend said "what happened"? (to SF) - SF made everything a priority and nothing became a priority. Financial responsibility, equitable distribution of resources.
- The arts are a way to make the City interesting, viable,
- What are some priorities?
- There's a framework of decision making - cultural decision making, political/operational making, economic decision making. Cultural - including in the sense of folks who grew up on ranches, for example see themselves as part of the LGBQT biracial. Strive for tolerance from our neighbors. Political - lets heal. Part of that is realizing we've been misled, afraid, understanding that we have more in common that not. Economic - making sure we have a rich diverse tax base, participate in business corridors. Some need to just work and live their lives - we need to provide that
- Social services are intact and work
- Value truth and science and discourse
- Commuters coming through, impact on that. Route commuters around the city instead of through it.
- What does it look like for seniors? Senior friendly

Question #3: What principles do you think are important for the City to consider as they update the General Plan and make decisions on Livermore's future?

- Responses

  *Don't move too quickly
  *Widespread Community and Representative Participation
  *Compassion

  Try to imagine the environment, climate, transportation, more people (or not)
  - can't see into the future, bias as parent, build up the city as a place that will support children
  Democracy is participatory

  ***Fiscal prudence**
  Curiosity, being open to new ideas, open to what's coming
- Hearing from different groups in a balanced unbiased way

Question #4: What key issues should the General Plan address?

- Traffic, commuting, noise
- Housing (affordable), accessible
- Hearing from different groups in a balanced unbiased way
- Sustainability
- Environmental impact
- Physical and mental health
- Social services
- Specifically address Homelessness
- Open Space (open space in Downtown too)
- Impact of climate change (example plating plants that will survive in hotter, drier climate, BART tracks warping)
- Pedestrian friendly, walkability
- Transportation (sustainable)
- New housing - a requirement of solar/greywater (green building/sustainable building)

- Equity, sincere inclusivity (not just saying, but doing) deep attention to how residents are participating with each other
- Long-term Livermore should be able to sustain its population through industry, planning smartly, thinking of what resources we have (Live-work) smart econ growth
- Most children of Livermore can't afford to live here because there aren't enough affordable housing
- Took 10 years to save to buy, should have been able to do that sooner
- Inclusivity/arts
- We need more senior housing downtown

September 9, 2021 to October 3, 2021 –

Online Visioning Activity Comments

September 9, 2021 to October 3, 2021 - Online Visioning Activity Comments
Key issues: Preserving open space, clean water and air quality, reliable energy sources locally, controlling growth at the airport, thoughtful integration of zoning within the city, better outreach including the continuation of online access to live meetings, continued support for whole community collaboration (business, schools, national labs, etc) in solutions to challenges, including encroachment on our local authority to make decisions for our
A current issue is the powerful group that has managed to sway the public and the city council to a place where opposing concerns are not heard. The downtown debate is a matter of power for that group. Anyone who threatens their power by suggesting something other than their plan - they get attacked and ridiculed. It is a very unhealthy condition for the city. It has created a divisiveness that ultimately harms the quality of life here.
Housing - inclusionary. Low-income apartment complexes are convenient for cities trying to fill their mandated quotas. They are not necessarily the best thing for residents of the city. Find a way to make inclusionary housing work. The Eden Housing approach is a quickie fix-it approach and residents must live with stigma (with the way
“Urban heat island”. No one has mentioned this phenomenon. Concrete and buildings absorb heat and radiate it within the local area leading to increased temperatures. Insufficient greenery exacerbates this problem. Downtown Livermore is going to see increased local temperatures. San Jose has “Our City Forest” which is dedicated to planting and maintaining trees within the city to counteract the warming. Spreading out the high
Parking in downtown insufficient. Apartment dwellers may have parking space allocated in garage but realistically how many of us use the garage for a car? We use our garages to store all our stuff. This will lead to
Key Issues : Open space, traffic, parking, building height, addressing resources (water, sewage, electricity, trash) of increasing - workers, residents, and cars. Provide realistic and attainable solutions about transportation - not every persons situation means we can all drive a motorcycle, take the bus, ride a bike, etc. If wishes were fishes we would all be fisherman.
The planning and the input process is shaped by the City to support the City. The citizens committee is laced with former city officials and since it is being chosen by council, it will be an extension of the status quo. Since the council is locked together in a solid front, an issue for the process is how to be truly representative of the
Cutting East Ave. from 4 lanes to 2 lanes (1 in each direction) would be a big mistake. Just take a traffic count reading now, especially during school days at drop off & pick up. Don't spend money unnecessarily by contracting with outside consultants on a project that will fail, and that the majority of affected residents don't
Make sustainability a watchword for our future. A downtown park will bring together residents of all ages and abilities. Preserve our small town atmosphere of outdoor markets and dining in proximity to fine entertainment offered by the Bankhead theater.
Communication. Put planning projects and documents where people can see them. The live links were taken off the "Major Projects" table. Why was everyone surprised by the Legacy leviathan? The former mayor deflects to no one objecting to the Legacy project when people raise concerns about the next 4 story leviathan going up across the street from the first one. No one objected because they weren't aware of it. It is a communication
Why bother to comment, when the whole City establishment -- Council and staff -- ignore what the people of Livermore steadfastly tell them what is needed in downtown re-development? Get that right -- before you mess
Council not abiding by prior downtown plans - adding 4 story high density (human density) in downtown - violation of downtown plan, limited parking, cleanliness.
Ongoing efforts to address abandoned or under-utilized spaces within city limits, like the empty store on South Livermore Ave., to make them more useful. Keep promoting commercial developments that will provide good living-wage jobs, like the Gillig factory by the airport, high tech, etc. -- the goal should be to make Livermore a place where one can both live and work, not a bedroom community for commuters. The key issue, in general,

September 9, 2021 to October 3, 2021 - Online Visioning Activity Comments
No airport expansion NO jets Respect zoning and the character of neighborhoods Downtown sidewalks and parking garage could be cleaned more frequently Trash cans downtown need to be emptied more frequently on weekends Basically a need for more services downtown No recycled drinking water Support more rooftop solar on homes and require solar installations on all new commercial buildings Prohibit city diesel landscaping equipment to improve air quality
No airport expansion… lead in aviation fuel is not acceptable for health of our children in nearby schools. Noise levels of proposed airport expansion exceed current city and county noise limits and are unacceptable for those living near airport and citywide… We hear those 737 jets all over town …Not tolerable Expand Ricon and Springtown libraries Add more fire and police and bring down response times…Add larger park downtown Expand Recycled water for landscaping NOT for drinking
WATER,,,make sure we have enough for any future development...in fact don't plan any future development until water is guaranteed. I am alarmed actually to how we just keep on planning to grow during this drought...farmers don't plant if they don't have reliable water but yet we keep planting houses and businesses.
I want a beautiful park downtown, not the Eden Housing project. I don't care how much money we lose if Eden doesn't get put in where it is now designated to be. NO to the airport expansion. We have 3 major airports already: San Jose, San Francisco and Oakland all between 28 to 46 miles away. We don't need a fourth in our own backyard. The northern half of town does not need nor want huge jets flying overhead.
Airport - the frequency of small jet flights, and their associated noise, has increased considerably. Bringing in larger planes would have a very large, very bad impact. The current Eden project downtown is not what was voted on I hope it can be altered to preserve what is left of downtown, including parking.
Listen to your constituents on Eden Housing project and the airport expansion. I realize we need more low income housing, but it does't need to be in the main square of our town. Expansion of the airport benefits very few of our residents, but it does diminish the quality of life for a lot of the residents, especially those living in the flight path of the airport. For the size of our city, we seem to have an inordinate number of homeless. We need
Many of us residents are very concerned about our Livermore Airport (LVK) becoming busier with more flights of all types of aircraft - especially more noisy jets using LVK. We bought our home almost 29 years ago and it was rare to see a jet on the approach to LVK and now we are seeing and hearing many noisy jets flying over our neighborhood - some days 10 to 12 jets a day. Our Livermore City Council several years ago voted to allow a
Do street repairs and neighborhood maintenance equally - including north of downtown. Legacy's failure is an opportunity to include low-income housing that would have been on the catalyst site. The developer will likely ask for concessions when they finally find a builder, make sure the City residents also benefit. City should create incentives for a grocery in the Pacific Ave shopping center. It has been abandoned for

September 9, 2021 to October 3, 2021 - Online Visioning Activity Comments
Creating Housing for young and old rich and poor; Preserving Water for drinking and agriculture; Supporting lower and higher education for all children and adults; Encouraging business opportunities for the long term and incorporating businesses into the community fabric; Providing community supported entertainment for youth and adults through sports and the arts; Continue to acknowledge our connection to the past and to be open to changes for the future; Jobs are essential.
Make it easier for high school graduates and retirees to stay instead of fleeing. The mass exodus of people seeking a more financially balanced lifestyle is saddening.
The airport/city are in a position that prohibits any action being taken against jet/plane activity once a plane is in the air. There is no recourse or punishment other than a letter to the offending pilot/owner. The airport is zoned to allow expansion. Until the city finds a method for protecting its citizens from even more noise from jets in the future, it needs to change the airport zoning to stop expansion until reasonable solution can be found
A. Consider long-term effects of high density housing impacting infrastructure: 1. water usage: how many faucets, toilets, showers in multi-unit structures? 2. sewage hookups: how many hookups in multi-unit structures? 3. emergency response: how are police, fire, ambulance, PGE, city maintenance, garbage able to respond to areas with narrow streets and limited parking? How will neighbors be able to exit their units when emergency crews are blocking the street access?
I think that Livermore needs more access to public transportation in general, but especially Bart, as we are pretty far into the East Bay and Bart is a convenient way to get around. I also think that it's important to preserve our little downtown, and stop building all this low income housing. It takes away from the cute town feel that Livermore has. Keep the parks; it should feel open and natural. We don't need to make Livermore a metropolitan
Federal Aid Highway Act of 1956 created a highway system to replace the earlier 1912 Lincoln Highway, Route 66, etc. Downtown Livermore was spared because the main road went eastwest and the new road was placed well north of downtown. Hwy 580 was a monstrosity to other parts of the east bay, from castro valley to downtown oakland, 580 construction obliterated whole neighborhoods and shopping areas that were 100 years
#NAME?
In my opinion, the General Plan (GP) should improve levels of respect and trust between members of the community and the city council. The GP should guarantee communication that leads to respect and trust.
There a few issues we as citizens of this awesome community need to address. Firstly, how can we move forward on the important things if we have a group of people who choose not to listen. There could be discussion on this issue that would take up entirely too much space but the fact remains. Our elected officials have their own idea for what's good for us. So far, their lack of openness hD been disappointing. When we as
Access to housing and transportation, across ALL income groups. A more culturally informed and sensitized law enforcement that continually engages with the community. A high-performing school district. Getting the unhoused off the streets and establishing stronger partnerships with faith-based institutions and non-profits to help the unhoused reintegrate into the mainstream. Enabling and encouraging narratives that foster inclusiveness, respect, and anti-racism.

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Major concerns with all the tall buildings going in literally everywhere. It's so depressing to see the views we once had be overtaken by these hideous rack and stack homes. Way too many people and traffic because of all these crammed in houses or condos or whatever they are. I feel like when I drive downtown the buildings are looming over. Livermore's ranching history and small town feel is why people live here and stay here. It's not
I want to make sure the police department has community oversight. We created a police force to keep us safe; we need to make sure they keep that in mind for ALL Livermore residents. Of all skin tones. In every
The 2017 outreach found a "common theme" was people didn't want high density housing downtown, and buildings should be limited to 2-3 stories, yet we have the four-story high density Legacy under construction, and the Council approved the four-story high density Eden Housing project. The Council needs to follow its own
Keep the city safe and family friendly. Don't build high rises downtown blocking the view of the hills and adding to traffic congestion in the central area. Don't narrow roads...that makes it more difficult/complicated and congested for cars and increases accidents. Add lighting for better visibility on streets. Don't pollute north livermore above Springtown with solar farm and batteries. Don't put new housing so close to the
I understand that some people want to keep the city with a small town feel, with very low population density and high relative density of private, large vehicles. That model is not sustainable. A modern city cannot prioritize cars over people. It should be a pedestrian, bicycle, and public transport friendly city including extending BART. Besides, the city should prepare for the extreme weather related to climate change, and add energy efficiency
reduce the need for parking by expanding the Livermore trolley coverage throughout the city Fri PM -Sun early afternoon. If people can park at shopping malls or public parking places near their homes and hop on to a trolley to get to the downtown, that would address several concerns being debated right now. Make the trolley electric
Please do not put up Housing community in downtown. Improve parking situation. Widen roads on Tesla and Vasco to accommodate traffic. A pressing issue is the lack of side walk on Tesla and Vasco for pet walkers.
The City spent $500,000 from spring to fall of 2017 for a public outreach program to determine what the top issues were... The top five concerns were #1 Parking… #2 Community Character… #3 Open Space… #4 Traffic/Roadways/Walkways… #5 Downtown Hotel… #6 New Retail Uses… #7 Hotel Location… #8 Cultural Facilities… #9 Public Finance… #10 Housing.
I've lived in Livermore for 32 years. I've always loved the small town feel of this area and would hate for that atmosphere to change. Tall buildings in the downtown area are not conducive to that small town ambiance. Low income housing is fine but not at the expense of the larger Central Park. Parking appropriate to the kinds of cars we have here (and that includes a lot of pick up trucks) would be good. Had I wanted to live in Walnut Creek or Berkeley I would have moved there.
Lets stop the Airplane flying above the residential area. Airplane noise plus lead poisoning is a serious health issue. City should do something about it, its hight time.
I like affordable housing north of Railroad Ave so that Livermore can have a vibrant park on the old Lucky site. We need affordable housing and we need a destination park.
I like the open space around Livermore that has been preserved by our Urban Growth Boundary; open space in the city with parks for everyone to use; inclusionary affordable housing that is distributed in developments throughout the city and not segregated in one area; public amenities in the downtown - parks, shopping, restaurant, cultural facilities, adequate public parking; no blocks of 4 story housing in the downtown where there
We need more underground parking in the downtown core area, especially if current parking areas are going to be converted in the development. And let's re-open discussions about a BART station - it was such a shame that
Downtown does not have sufficient parking even on weekdays. Multi storey parking would be good.
Public transportation is huge. It is non existent on the south side of Livermore. Schools are greatly impacted at drop off and pick up times because of it.

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Bigger parking spaces (no small sizes that are hard to get into and out of). More green space downtown. Less housing in the area between Railroad and First St. More housing could be
We don't need another fountain downtown. Are you kidding me with a third fountain at the intersection of
Bike/ped safety. More protected bike lanes. Cars and trucks drive too fast and are too large to safely share the
If more housing is needed then adequate parking needs to go hand-in-hand. At least 2 spots per unit.
Don't mirror Dublin's stack and pack development. Unlike them, we have a downtown, let's preserve it.
The theme of "small town feel" seems pretty loaded. To me it screams of nativism. It essentially tells people to stay out, but the plan for the next 20 years should encourage growth in a smart way.
We MUST address the out of control building of Stack and Pack housing. We do not have the water, electricity and roads to support this rapid growth. PLEASE keep our beautiful downtown resident and tourist friendly by focusing on safety, open space, parking, litter/graffiti free. Many homeless people do NOT want to be homeless. We need mental, physical, dental health support for our homeless residents and job training so they can get back
Reallocate funding to support mental health and human services. Create a support structure for our un-housed community. Also, fix infrastructure that's in disrepair or old. For example, my neighborhood sidewalks do not have handicap dips. This greatly decreases accessibility, walkability, even biking. If we want to get people out of their cars (and
We need more housing, but more density should be along our major transit corridors, ACE, present Wheels routes, Downtown, and freeway corridors. We also need to limit traffic coming through residential areas avoiding the freeway, but treating our streets as freeway; they rarely drive 40 MPH or less on 35 MPH roads and routinely encroach upon the bike lanes, including passing on the right on one lane roads. It isn't safe to bike our
We should build more dense, affordable housing in Livermore! I'm a young adult who grew up in the Bay Area and who wants to stay here for the rest of my life and it genuinely feels like Bay Area nimbyism is going to cause that dream to be out of reach. We need more housing. We need more dense, walkable places. We need better public transit. I also value open space and conservation. The way to reduce sprawl is to build up, not out. I
Stop the three and four story housing downtown. It is destroying our small town environment. Worse yet, the city has decided that it is OK to build dense housing with insufficient parking for those living there. The lack-of-parking issue is the same even for housing that is not downtown. even 1.5 parking spots per unit is not enough, as can be witnessed at any of the large apartment complexes in town. The streets around those complexes are
Please STOP the high rise buildings downtown, do it elsewhere if you must. Love the small town feel Livermore has now. Many people are leaving California for many reasons, overgrowth is one of them. If I wanted to live in
Maintain small town feel with responsible growth. Watching Dublin's growth and seeing the traffic in their town is sad. It adds to congested 580 traffic. With small town approach, offer leadership/equity/ belonging centered leadership programs for middle schoolers and adults. Livermore must teach about others who are different from them and provide better global
Please STOP building houses! Our small town can not handle any more traffic. Please keep our downtown quaint with buildings that don't go higher than two stories. We also love our unique selection of independent shops that are downtown. Please stop building on our beautiful hills. Our open space is shrinking and that is so sad. We do not need to build absolutely everywhere! We'll lose our towns small town charm.
Keep the small town feel. Enough high density housing - we can't handle the traffic congestion. No more development on the hills - preserve the open space.
Stop building 4 story buildings! Keep all buildings at a max of 2 stories.
Livermore is a car dependent community where you have to drive anywhere. I would like to make Livermore more friendly to alternative transportation methods

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San Mateo Airport only has unleaded fuel stations because the lead is aerosoized and absorbed into children's lungs. There is no safe level of lead. I would like Livermore airport to transition to unleaded fuel stations.
We need more shopping and centers- such as the old Nob Hill, near the Bingo center- need to be developed quickly and not just left to rot. I'll never understand why the Neighborhood Walmart didn't go in there. It would have been such a help to residents who live near there. Although I love the emphasis on wine in Livermore, we do need more family friendly and non-alcohol related shops to cater to our residents. I have heard many
Please please can y'all include redoing the sidewalks downtown? They look horrible and they are a tripping hazard. All of the grout in between the tiles is either gone or falling out. They look mismatched and unincorporated. If we want to beatify downtown the sidewalk issue is a must redo! Thank you.
Working with the airport to help them transition to fuel that does not contain lead
Homeless population and safety. Significant negative impact from waste, loitering, and altercations with this
Hi, we are looking program to teach kids etiquette's. if you can help with that then please inform us.
Principle: Respect. Do not allow the mocking of citizens. Do not let people who mock other citizens be on the General Plan Update Committee. Diversity and diverse ideas are part of the human condition and it must be
The General Plan should promote health, safety and connection to our community and environment; past,
Principle: Transparency. Make information, documents, proceedings accessible. Do not allow city officials to misrepresent things by omitting details, re-interpret study results and reports, or create special reports that are supposed to be unbiased but really are. Make it so citizens can have meaningful participation by being well
Guiding Principle: Take the time to do things right.
The principle of democracy should steer the General Plan. Future City decision-making should evolve to figure out a way to give residents information and easy access to city documents. It should include a process where people can be heard and some accountability for ignoring them or worse yet - insulting them. Record all the advisory board meetings and post them. Post meeting minutes and agenda packets where they can be found.
Ecosystem awareness in every aspect of planning and management. Weaving and strengthening social fabric as an outcome of public areas. Built environments and designs that facilitate healthy lifestyles. Corridors for flora, fauna, and humans. Safe environments in terms of mass casualty events. Recognition of heritage - ALL of it -not
Let the citizens of the city that live here have an equal voice as the political activist, business activist, social agendas. So form a committee that is EQUAL and TIMELY to influence a decision before action is taken as the political, social, state, business have more real/perceived control over this town. Define these principles in a
Fitting INTO the ecosystem. The traditional Judeo-Christian, patriarchal - and outdated, approach has caused a plethora of problems that we are now scrambling to solve. There has to be a "systems approach" incorporated into all aspects of planning and managing the city. No one is minding the "forest" and things are set up for
A mayor snd city council that serves the people not big developers and special interest groups.
"Mitigation". Climate change is going to be the overriding challenge connected to/embedded within every other challenge we will face in the next 20 years. The General Plan needs to address and implement the infrastructure changes required for the sake of future generations: higher density housing that is also affordable and nearer jobs, facilitation of human energy (walking, bikes) to get around, more usable, green public transit, etc. -- just
Protect health (no airport expansion) and safety first (more fire , police and paramedics) Reduce current noise limits Limit growth to allow city to increase or maintain current level of services … No recycled drinking water More neighbors parks and larger park downtown

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General plan should be written to maintain a municipal airport but prohibit proposed airport expansion which will turn current airport into a commercial airport. Maintain or reduce current noise limits. Services especially police, firemen and paramedics and schools must be expanded before growth. Respect current open space, parks and city vistas. Respect South Livermore plan and UGB
Representative. As in representative of the interests and opinions of Livermore's citizens.
Integrity
Integrity
The General Plan should provide more spaces and opportunities for social interaction, such as presently happens at the Farmers Market in Carnegie Park and around the fountains in the evenings. As the population grows, the
It really saddens me to continue reading comments along the lines of “no low income housing “. Livermore will become a very backwards city if only the very very wealthy can live here! Where do these people think restaurant employees should live? How about the childcare providers? Retail workers? Low paid office clerks? There are thousands of jobs that classify people in the category of the working poor- they should be welcome
Inclusive
In my opinion, the general plan should be guided by principles of collaboration and mutual respect.
inclusive
Saying no to low income housing is extremely exclusive! Very ignorant sentiment! We should encourage diversity. Diversity in age, income, race, ethnicity, gender etc. most people in Livermore value diversity and
Ensure proper infrastructure to provide adequate power, water, road capacity and other services for residents already here before building more housing and allowing new super sized companies/warehouses to strain it
Climate-change
People Safety
* Keep freeway traffic on freeways. Reduce city "cut through". Reduce number of lanes on East Avenue down to two, versus current four lanes. Remove car traffic from first street from L to Maple. * Provide more/safer bike lanes for families (bike users aged 6years+) to travel to/from public school and downtown. * Provide more shade structures across all civic places -- especially playgrounds/parks * Require new housing to have solar and no natural gas hookups
Inclusion, character, diversity, tranparancy, open
Stop dealing with the small group of folks who constantly try to deter growth and development. They are a loud minority that's really holding us up. People want to move to Livermore, but if there's not enough housing being built, or amenities coming into the city core, the trend is going to pass us by.
Is this good for the current residents! Many times I feel that decisions are made for future residents but us long
Incorporate guiding polices and actions to identify and account for the cultural history of Native American
Family friendly
No low income housing downtown!
Inclusivity. Openness. Curiosity. Forward-thinking. Creativity.
Maintain our small-town feel. We need to reverse the current trend of turning our small town into an urban nightmare. Does anyone really want Livermore to look and feel like downtown Oakland or San Francisco? I don't, and I suspect that most of the new residents fleeing urban cores don't either. Livermore has a great heritage of a ranching community, mixed with a (relatively) recent addition of high tech. My family would like to
small town feel
Why does the city council insist on placing a housing project in the middle of our downtown? Seriously? It makes
Sustainability and inclusivity

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I'd like us to be guided by growing an inclusive, environmentally sustainable community. Build more housing, especially affordable housing. Preserve green space by building up instead of out. Why limit ourselves to only 3 or 4 story buildings? Improve walking and biking trails and public transit. Invest in our schools, our parks and rec
Foresight/preparedness (for what is likely coming in the next 20 years)
Healthy inclusive connected community
Our waterways - I would love to see something happen with them. Could they be managed in a way to maintain a year-round flow? Could we get one downtown? Do we still have the springs that used to be used in this area?
I have a vision that Livermore is a safe place for migrating species. We should have the plants they need to survive, we should know what and when things are passing through. We should take responsibility for ensuring
I have a vision of a place where people can grow old and still get out into the community to lead interesting lives. This means making it safe and amenable to modes of travel that the elderly need.
A community space where our diverse heritage is recognized and honored. Ideally in downtown because people feel like downtown is theirs -it is the heart of a community and we already naturally gather there. Include aspects of native flora and fauna and some feature to mark equinoxes/solstices to connect this spot to the
Less dependent on the electrical grid... starting 2023, all new residential construction, and homes that are sold to have solar panels installed... All commercial buildings to install solar panels.
"I WANT TO LIVE IN A WORLD CREATED BY ART NOT JUST DECORATED WITH IT" - Banksy. There are places that - when you are in them, you can feel an energy. My vision is a place created and maintained with a vision of healthy people and healthy ecosystem - and the place itself being a work of art.
Create a city - environment, council, behavior that acts on: 1. integrity without arrogance or dismissal 2. trust with transparency 3. sustainable and strategic development 4. understand that we work to live (not work for striving affluenza) 5. logical arguments and not logical fallacies (activist, social media) 6. thinks about consequences of proposals before acting
Unite Livermore with a large downtown park with adequate parking. Move housing outside of direct downtown, mindful of building height and lot lines, unlike Legacy project that will change downtown character, and I suspect a surprise to majority of Livermore residents. More transparent Livermore government that listens to residents when they get involved. Downtown outreach was duplicitous. Be mindful of traffic and traffic flow. Livermore is
Large downtown park that serves the full public.
I would like Livermore to be "a peaceful place for all".
A Livermore with more parks, green belts, and less cut thru traffic Keep commuters on freeways and off city streets with no turn signs, speed bumps, etc . Livermore with slower growth and maintain current UGB —respect zoning A City where underutilized space —old nob hill etc. are developed before stores in freeway A Livermore without 737 jets A Livermore that requires purple recycled water pipes for all new developments no recycled drinking water Respect current neighborhoods
Livermore with more parks, protecting open space and vistas, the South Livermore Plan, city UGB and no airport
Downtown 1st Street becomes a one-way street from L St to Livermore Ave
Friendly, vibrant community.
Keep the small town atmosphere.
Welcoming, accepting, creative, intelligent and socially democratic.

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More affordable housing available and near to students and lower wage staff at Las Positias College. Most of the students work one or two jobs in addition to going to school. Many are, and are likely to work at the lower wage jobs at the Livermore mega mall. They need affordable
Continue to be a welcoming and inclusive community. Community members need to be educated about high-density housing. An extremely tiny fraction of high-density housing is designated low-income. High density developments can house many more units and people per acre than single homes, serving a need for increased housing units. Many young families are able to become homeowners. Developers make more money, city and county collect more fees and taxes. Can current
Biodiverse and sustained!
Here is what I agree with: Livermore MUST HAVE an amazing park downtown that welcomes residents and tourists of all ages by using elements from nature. Small town feel, mix of homes and agriculture/open space, wide tree lined streets, nice downtown that's taken care of with nice shops/restaurants, wineries. Inclusive.
Inclusive, green
My vision for Livermore is to have an amazing park downtown that welcomes residents and tourists of all ages by using elements from nature - ie, not Disney. I have visited parks in Europe and Mexico that spark curiosity and trigger imagination.
My LIvermore vision includes: 1) Jobs-housing balance. it is unjust to develop jobs in retail and service industries that require people to commute or live in multi-family households. 2) Development of an agro-economy to protect our borders. We failed to support horse ranches, trails, and conservation. Now local cities have lost or will lose their green belts. Proper land stewardship is necessary. 3) We will meet our green power needs locally using distributed and microgrid power strategies;
Clean energy is very important in my eyes. Wind and solar, and in my opinion, nuclear energy, will be instrumental in the future. Not only do carbon emissions harm island nations and coastal communities, but non-renewable energy is exactly that, and if we were to use non-renewables until they ran out, we would be forlorn to not prepare to replace them with renewables, so why not do so before running out of non-renewables is even
Negative emissions. Fighting climate emergency.
Have bart access and a bart station. Have coffee shops and other retail spaces/European style cafeterias available for the Isabel neighborhood.
Eco-friendly, water wise landscaping and planning. Focus on keeping downtown and wineries as places to visit, expanding/maintaining open space access, and providing affordable housing options for all incomes
Inclusive, bike friendly, parks, affordable housing
It would be nice to have a unique attraction or destination in spring town.
The next new neighborhood should be based off of principals of permaculture, be eco friendly and energy independent using wind/solar power and put abundance back into the grid so Livermore can cut energy costs.
I'd like to see a state-of-the-art inter-generational daycare facility. As well as a drop in childcare brought back.
Keep the small town feel! No to the low income housing and the high rise buildings. Keep it safe and family
As a 54 year resident, I am very opposed to having a downtown that consists of huge 4 story buildings that will certainly lead to degradation of parking and traffic, as well as displacing other important facilities and open space. It would definitely degrade the quality and character of Livermore and that would be very sad.
We moved to downtown Livermore 8 months ago from the San Jose downtown core because of Livermore's small town feel. We wanted to be away from constant noice and traffic and constant crime. We did not know of the plans for a large low-income housing project to be built in the area. Our vision is for a spacious park to be shared by everyone. Housing communities can be placed almost anywhere, but not in a quaint little town.

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Wide tree lined city streets. Family activities with small town charm, parades and farmers markets. Roads improved to handle additional car traffic from increasing population of residents and made safer for pedestrians and bikes. Pathways created to route commuters away from cutting through neighborhoods. Historic downtown preserved with views of the hills. New housing placed in less congested areas and closer to freeway/commute
Diverse, vibrant, green, intellectual, touristic
A clean, crime free city with improved public transport.
For thirty years, any intelligent person has been able to find out about global warming. Earth in the Balance and Jim Hansen have told us. We're supposed to be a city of scientists. We've wasted millions on refinement of nuclear weapons. If we ever get around to using them, GAME OVER. In the meantime, we're practically closing down activities at LLNL that provide understanding of global warming. There's a price to stupidity. Look at the
Pedestrian downtown, robotic parking garage
Remove car traffic from first street. Arterial roads can continue through First, but not cars driving along first. Remove all pm street parking from first, and improve the bike paths and bus routes to first. Our downtown should be for people, not for cars. Zone downtown for mixed use: second street and more of first would be wonderful candidates for first floor
Follow the path that has been set - keeping a balance between growth and infrastructure. Make sure that we have the open space and parks that are so vital; the infrastructure including streets, schools, public facilities, cultural amenities (historical, performing and visual arts, ethnic) that are so vital to a community. If Livermore
I would love to see downtown First St. permanently transformed into a pedestrian-only walkway/plaza.
Welcoming, inclusive, down-home feel (no more 3/4 story homes).
A trolly type transport that drives from downtown to the vineyards would be pretty cool I'm surprised it doesn't exist. The vineyards may even be interested in subsidizing this on the weekends. I know there is one business that does this as a specialty thing, but I'm talking about a regular public transport. First street downtown should
An attractive thriving community for families.
Charming downtown with no high rises and beautiful green space.
Small growth for small business and restaurants
More family focus. I'd love to see Livermore have an inclusive/adaptive park where all can play.
Mountain Biking & Hiking - separate trails to include these health focused visitors & Livermore residence. Family Friendly Spaces -the children's museum is great! Consider children's aspects in your design throughout. We want to include children's sense of wonder and joy in many spaces. Picnic areas -for casual take out dining Big Bike- lanes to accommodate mountain and road bikers riding downtown for a meal or snack.
Better traffic flow, public transportation etc. will equal greater economic growth. Car traffic within the city is okay, but the traffic on the main highway is terrible. Now, we can't fix the highway, but we can we can look at ways to reduce the amount of our cars on the highway. Like reliable public transportation to the BART station,
Can we somehow have a co-op type space where everyone who wants to sell/trade their homegrown fruits/vegetables/honey, etc or even hand made crafts can do so? Similar to the one in Columbia, if you want to check it out.
We need to think about sustainable industries within Livermore, so there are high paying and long term jobs available for our current and future residents. This way we can reduce monetary flight to over cities, and
Please stop all downtown building that is over two stories. While we do need housing, downtown is absolutely the worst place for it. We are going to lose our small town feel. Build high density housing by the transit centers

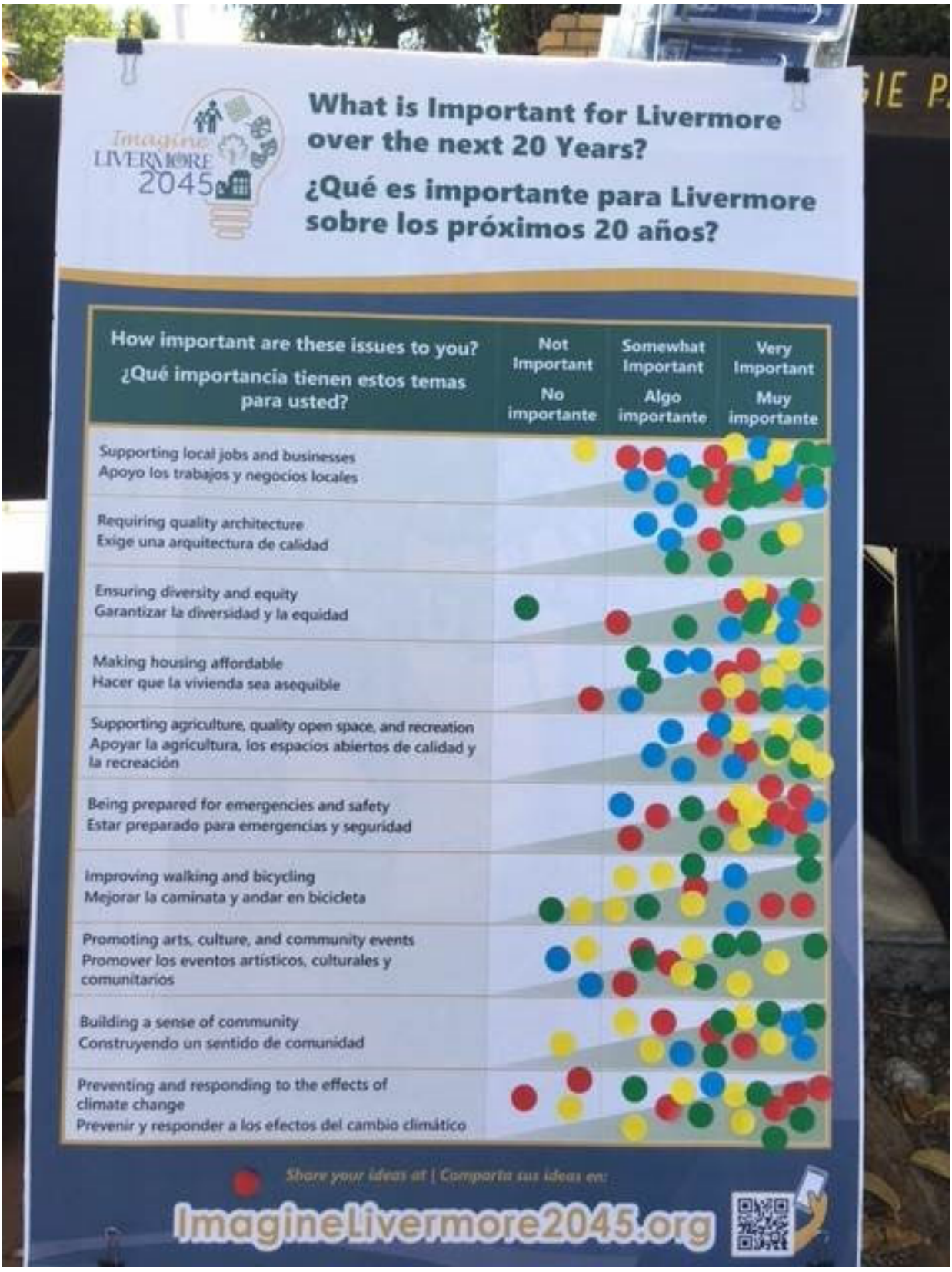
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I support density downtown and general in-building. Without it, we are excluding many many people from living here and making Livermore insular and exclusionary. This protects our hills and open space, as well. I want many destinations for leisure and activity: encourage mixed-use building and green spaces throughout so that neighborhoods have places they can go and it's not all centered downtown. This supports walkability and
Make Livermore public transportation a top priority
We need to preserve more open space. We also need to have a balance in the agricultural industry. Wine is great, I love it, but we are losing smaller, family friendly horse boarding facilities because the county and city are making it too difficult to add improvements to facilities that don't already have them. Instead what we are getting is more high end show barns that aren't relaxing and charge way TOO much for boarding. We need to
Awesome future hiking/mtb park potential: 1 N3 Ranch (50,000 acres) is available for purchase, with state/country funding already allocated. 2. Zone 7 purchased 5,000 acres surrounding Lake Del Valle and wants EBRPD/LARPD to manage new trails surrounding the lake. 3. Lake A of Chain of Lakes is now under Zone 7
A wine country destination and a technology center I believe the two above listed goals are easily achievable, since we already are both :-) But I would like to see us keep the focus we have and continue to build on our strengths.
A welcoming thriving community that houses and caters to ALL
I commented before that I liked the safety I feel here. I need to retract that comment because I just learned of a rape/assault downtown. many of us were surprised and dismayed. I went looking for info and found out that we have at least two every month. The safety that I said I liked - does not really exist and I didn't know it.
Our dedication to preserving open space, honoring our agricultural heritage and the collaboration between our national labs, school district, businesses and art community represent the strengths of Livermore.
I like getting a glimpse of the hills between buildings. Somehow just seeing them helps me feel grounded and connected to where we are on the planet. I hope our viewshed is acknowledged, protected, and incorporated
I left San Jose because of the type A, narcissistic, know-it all,and me first people were defining the community. I like that Livermore has people that said hello to each other, acknowledged that arts, science, agriculture, and a shared history that equally defines a community - not just political city dominance, social stratification, and insane drive of money. The values are reflected in the daily behavior of how we drive, greet each other, and
It is the antipodes of the Bay Area. It is a self actuating community. Cowboys, Cowgirls, Winemakers, Physicists, Scientists, Actors, Operatic Singers, Rock 'n' Rollers, Country
Parks, trails, walking paths, arts and cultural development - vineyard, theaters, wind power on hills. Solar on
The paths that allow walking and biking mostly away from roads are great. I like how helpful, professional, conscientious, and dedicated the city employees are, from police, city hall, everyone I have dealt with -- municipal operations seem generally and relatively well managed. The in-fill development effort replacing sprawling and/or out-of-date facilities with new, more useful buildings has also been great. On a lighter note, I
Love Civic Center library —expand Ricon and Springtown libraries Like parks, open space and beautiful vistas Like small town atmosphere Keep outdoor seating in front of restaurants Consider making two blocks downtown pedestrian only Maintain shade trees all over city and add more

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Like the large city parks, and smaller neighborhood parks, open space and beautiful vistas...We need a larger central park downtown....no hotels in residential areas ..We have a great civic center library better to maintain what we have before building more
I like the (remaining) small town atmosphere and the surrounding rural areas. And still there are concerts at the Bankhead and shopping and restaurants.
Small town atmosphere.
I like the history of Livermore and how the past has been incorporated into present day Livermore. I used to think Livermore was a cow town and would never be sophisticated like Pleasanton. I was surprised when changing First Street created a quaint mixture of old and new and Livermore became a happening place. Who would have thought? If we can ever complete the downtown plan I think we will be surprised at how it fits in
I like the diverse community and the liveliness of the downtown area. There is always something you can do: hike in Sycamore Grove, go to Lake Del Valle, eat at a restaurant downtown, etc. Also, it's great that we have
I like the fact that it is not part of a contiguous urban area. When you drive into Livermore - you know it because it is surrounded by open space. I like the mix of "country" with "scientists." I love learning that someone is connected to someone else I know - the "tangled webs we weave" lol. It is the "small world" stuff. I like how the culture is humble. I like all the attention on the arts. The regional/large nature areas are great. Being a "one-
Small town vibe, green belt, vineyards, downtown, people, parks, Lab
I like the welcoming atmosphere and the feeling of community.
I think that Livermore has a lot of things to love. The community here is very inclusive and open, and I think that that's a very important thing. I also think that it's really great how friendly and nice everyone here! I am so lucky
I like how Livermore has a safe feeling. I'm part of a minority, and I have not really experienced any backlash because of that. I also like the diversity in Livermore. I've known people from many different places and many different backgrounds and have been able to meet and become friends with many. The community seems good.
I think Livermore is quite an LGBT friendly city, at least from my experience, and that's something I quite like.
Small town feel, mix of homes and agriculture/open space, wide tree lined streets, nice downtown that's taken care of with nice shops/restaurants, wineries and golf courses, hiking
Livermore wine country! Bike & walking paths through vineyards! Vibrant downtown full of small, local
TECH COMPANY
The downtown plan was such a great idea and testimony to the city council's long term vision. We moved here in 2004 and don't mind the commute to South Bay at all. At the end of the day, the serenity and small town character pay back in spades! The combination of vineyards on our surrounding mountains, the windmills, the family owned wineries, the
My family loves Livermore. The city has great vibes, friendly neighbors and great outdoor and social life. I would hate for it see it all diminish due to improper planning and housing amidst a cozy downtown. AS a resident, we would love to see more underground parking spaces. More access to public transport from housing communities. Connection to ACE and and local BART would be great. More trash bins and efficient trash pick up
Move housing off the Lucky site, north of railroad Ave. Keep a large Park and an underground parking lot downtown. Keep four lanes on east avenue. There needs to be a way to move folks out of town in an emergency. Get a local Bart station (preferably at the downtown transportation hub near junction and old first street). Explore the possibility of making a portion of downtown car free. Don't let developers overload the
Complete the Concannon extension between Arroyo and Holmes. Address Vancouver Way which is a freeway!
Open space in and around the City; lively downtown with a variety of restaurants; Bankhead Theater; outdoor events such as Art Walk, Quest, Tuesday Tunes in our public spaces; murals and especially the whales on the tanks at the water treatment plant; bike paths in the city and into the open space around the city; many

September 9, 2021 to October 3, 2021 - Online Visioning Activity Comments
I love the idea of more low-income housing downtown. I'm also not opposed to 3- or 4-story buildings. I think we have a nice balance of open space, retail, parking, and housing in the current general plan and I approve of the direction the city is taking our downtown. I look forward to future progress.
I like the low income housing project downtown. It is going to create a huge multiplier effect.
Livermore is a really friendly small city with loads of wonderful amenities like art festivals downtown, the beautiful state-of-the-art Bankhead Theater, a great farmer's market, cute restaurants and boutiques in the downtown, excellent outdoor activities, lots of great wineries with an active wine-growers association, and
More pedestrian/ bicycle friendly streets & trails. A FREE trolley or shuttle service to breweries/wineries would be great! A transportation system that goes to all four corners so Springtown/ North Livermore isn't the bald-headed step child of Livermore- we pay taxes too! A better staffed park maintenance service- our parks are pitiful- dead sections, weeds, general neglect! A HUGE community flower garden to attract pollinators! Bees
Open spaces, nature
I love the activities and vibe of Livermore. Every weekend there is something to do. Our downtown is amazing and I'd love to see it expanded. Putting in more housing and losing parking is a no win. The housing going in with retail downstairs was a good option though. Too bad it's just sitting there.
More housing downtown is a great idea, it helps keeps the shops there busy. I don't mind building height at all. I do want these units to have at least 2 parking spots per unit, with the adequate width per space so that they do not make downtown inaccessible. I won't go there if I can't get parking easily, it's not worth it when there are restaurants elsewhere in town. If you can't make adequate parking, the size of the park won't matter as I won't
I like the small town feeling of Livermore. Livermore has a charming downtown. Please keep the small town feel and stop allowing the building of the urban high rise apartments.
I am.in favor of keeping downtown space for commercial and community park area Not residential. Keep residential in their zones. I want to retain character of downtown. No three story buildings. Old Town heritage of Livermore should be kept . A quaint place to visit reflecting its history.
What I liked about Livermore was the small town feeling it used to have before the City Council started okaying 4
I love the charm of downtown Livermore. We need to encourage more small retail and high end restaurants here. There are no high end places to eat downtown. I love the wineries but we need more safe ways for people to taste. Biking is unsafe because of crazy drivers and bikes lanes are trashed or non existent.
Love the fact that we have a wide range of activities and options for different interests: arts, theater, great food, wine, festivals, farmers markets, big parks with hiking and recreation. I also love that we have a bustling downtown. It's one of the reasons we moved here, to have so much activity and things to do for the whole family, to be able to interact with the community. Not all the SF suburb cities have a downtown like ours — Pleasanton and Danville are the exceptions.
I like the small-town feeling that Livermore used to have. It is family oriented, and maintains it's heritage through the Rodeo and Parade each year (COVID years excepted). The work that was done in the down-town area 10 years ago to revitalize our down-town was exceptional. Unfortunately, Livermore is losing that small town feeling. The amount of high-rise housing that being built downtown is turning Livermore into the typical
I'd like to see a vibrant downtown with retail stores especially. I'd like to see our citizens be able to shop here in
I love that we still feel like a small town, and we need to foster and keep that! We don't want to be Dublin, Walnut Creek, Fremont, San Ramon, Oakland. We need to be really careful about not only how much we grow,
I love the wine valley feel- the beautiful areas kept free for agriculture which makes our city feel spacious and green and a little rural, even though we are a very modern city in many ways. I love the wine tasting and the events; they add so much to our lives. I take my children out wine tasting and to musical events; I invite guests
Affordable housing so people who work here can live here! That is so important to building a strong community.

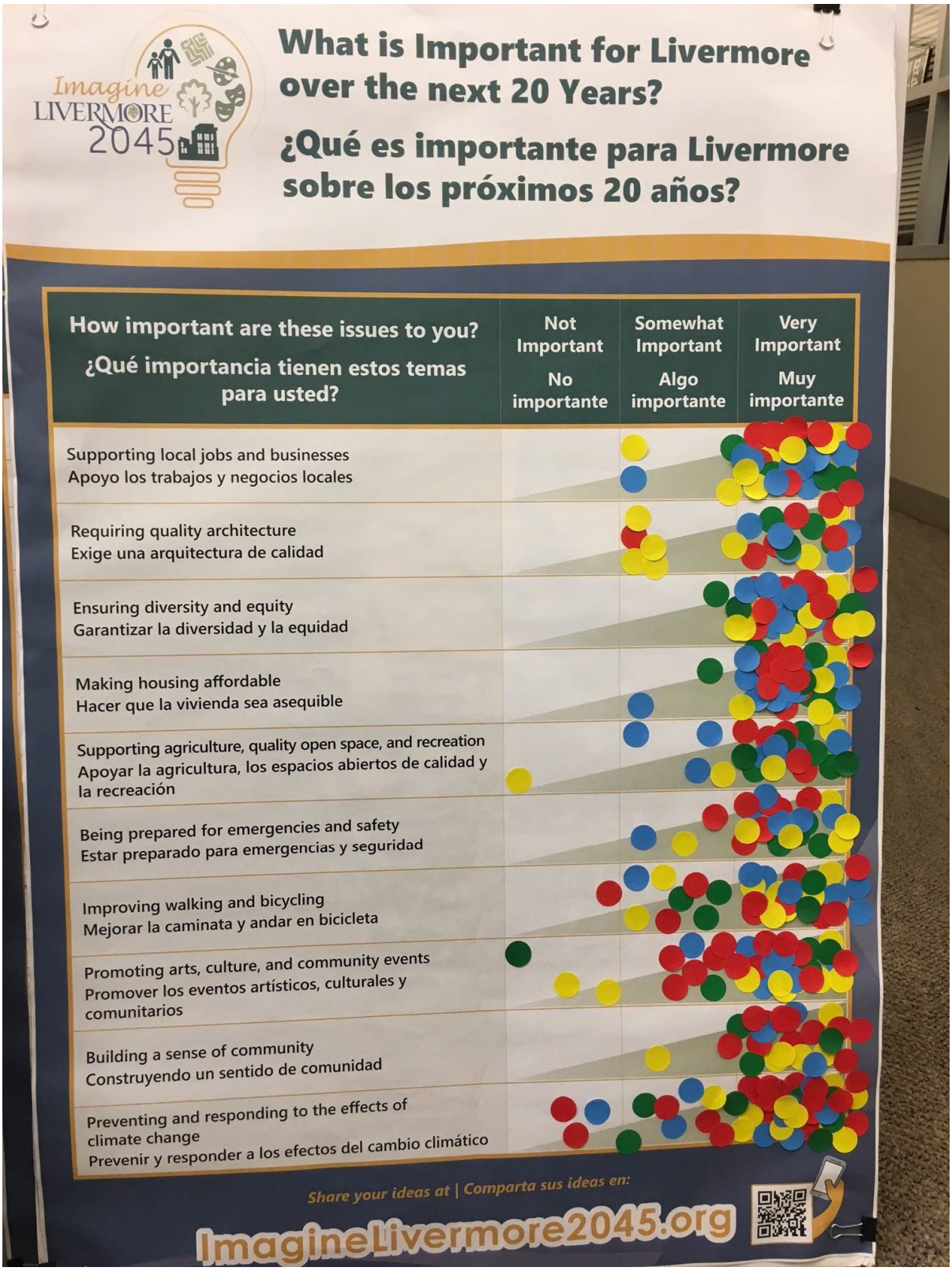
September 9, 2021 to October 3, 2021 - Online Visioning Activity Comments
I like that the town is small and we should preserve the small town feeling. I love the wineries and parks! It makes it feel like we are on vacation at home.
I love the charm and small town feel, love the restaurants and downtown, love the upcoming development that is coming downtown, love the wineries and surrounding hills and parks. I love that living near town I can walk

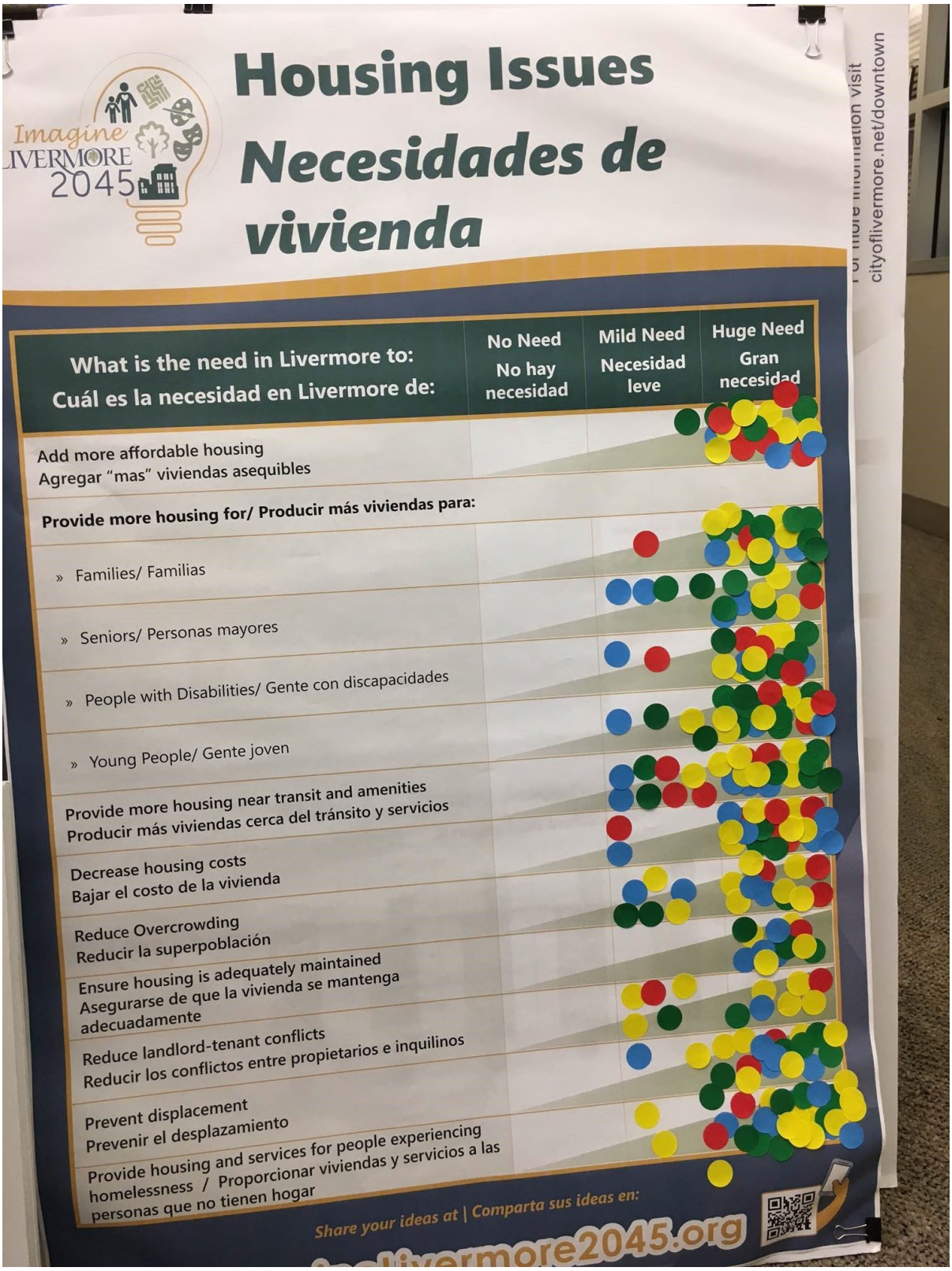
October 14, 2021 Farmers' Market Pop-up


Imagine LIVERMORE 2045
What is Important for Livermore over the next 20 Years?
¿Qué es importante para Livermore sobre los próximos 20 años?
How important are these issues to you?
¿Qué importancia tienen estos temas para usted?
Not Important
No importante
Somewhat Important
Algo importante
Very Important
Muy importante
Supporting local jobs and businesses
Apoyo los trabajos y negocios locales
Requiring quality architecture
Exige una arquitectura de calidad
Ensuring diversity and equity
Garantizar la diversidad y la equidad
Making housing affordable
Hacer que la vivienda sea asequible
Supporting agriculture, quality open space, and recreation
Apoyar la agricultura, los espacios abiertos de calidad y la recreación
Being prepared for emergencies and safety
Estar preparado para emergencias y seguridad
Improving walking and bicycling
Mejorar la caminata y andar en bicicleta
Promoting arts, culture, and community events
Promover los eventos artísticos, culturales y comunitarios
Building a sense of community
Construyendo un sentido de comunidad
Preventing and responding to the effects of climate change
Prevenir y responder a los efectos del cambio climático
Share your ideas at | Comparta sus ideas en:
ImagineLivermore2045.org

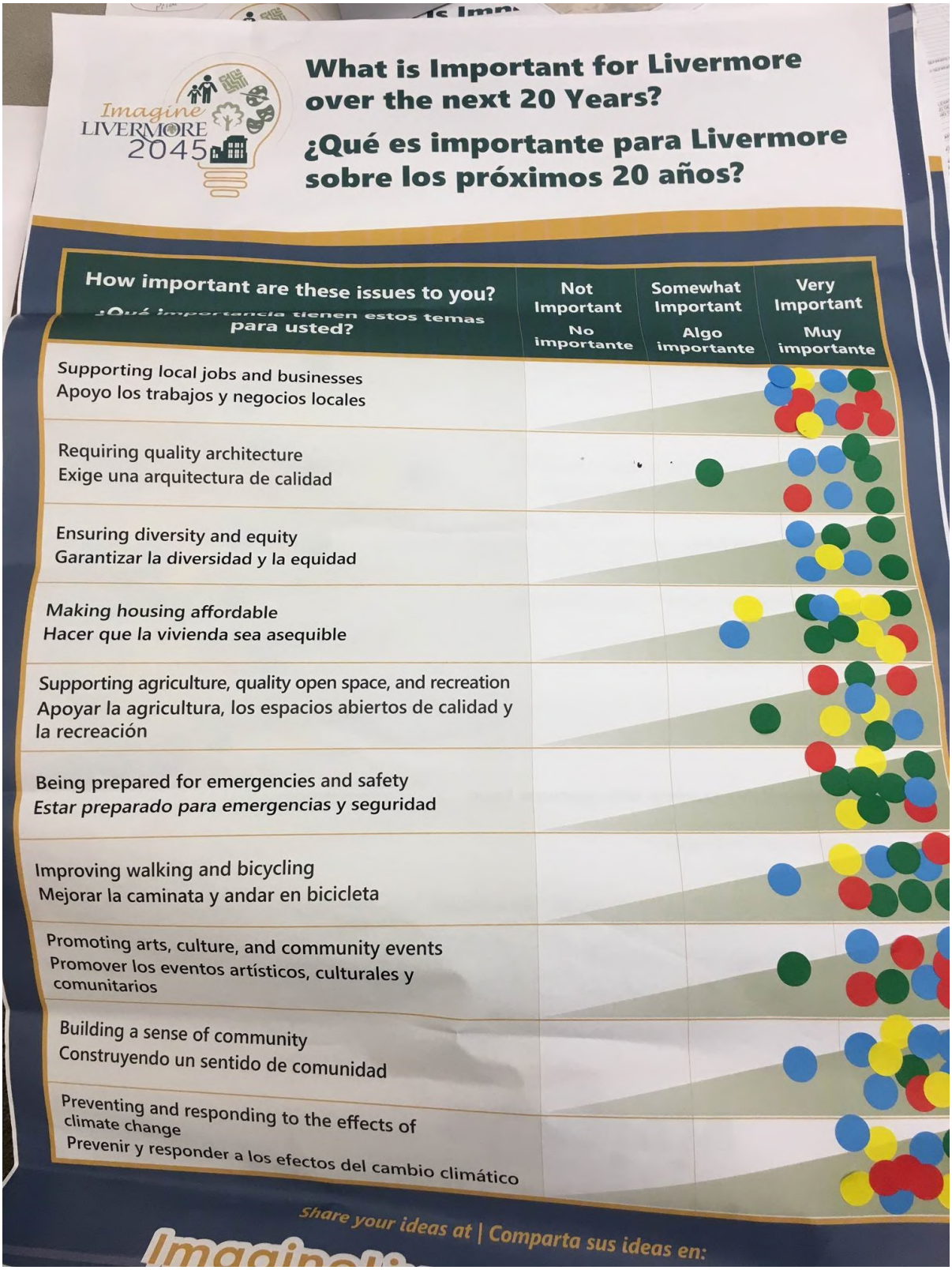

Imagine LIVERMORE 2045
Housing Issues
Necesidades de vivienda
What is the need in Livermore to:
Cuál es la necesidad en Livermore de:
No Need
No hay necesidad
Mild Need
Necesidad leve
Huge Need
Gran necesidad
Add more affordable housing
Agregar "mas" viviendas asequibles
Provide more housing for/ Producir más viviendas para:
• Families/ Familias
• Seniors/ Personas mayores
• People with Disabilities/ Gente con discapacidades
• Young People/ Gente joven
Provide more housing near transit and amenities
Producir más viviendas cerca del tránsito y servicios
Decrease housing costs
Bajar el costo de la vivienda
Reduce Overcrowding
Reducir la superpoblación
Ensure housing is adequately maintained
Asegurarse de que la vivienda se mantenga adecuadamente
Reduce landlord-tenant conflicts
Reducir los conflictos entre propietarios e inquilinos
Prevent displacement
Prevenir el desplazamiento
Provide housing and services for people experiencing homelessness / Proporcionar viviendas y servicios a las personas que no tienen hogar
Share your ideas at | Comparta sus ideas en:
ImagineLivermore2045.org

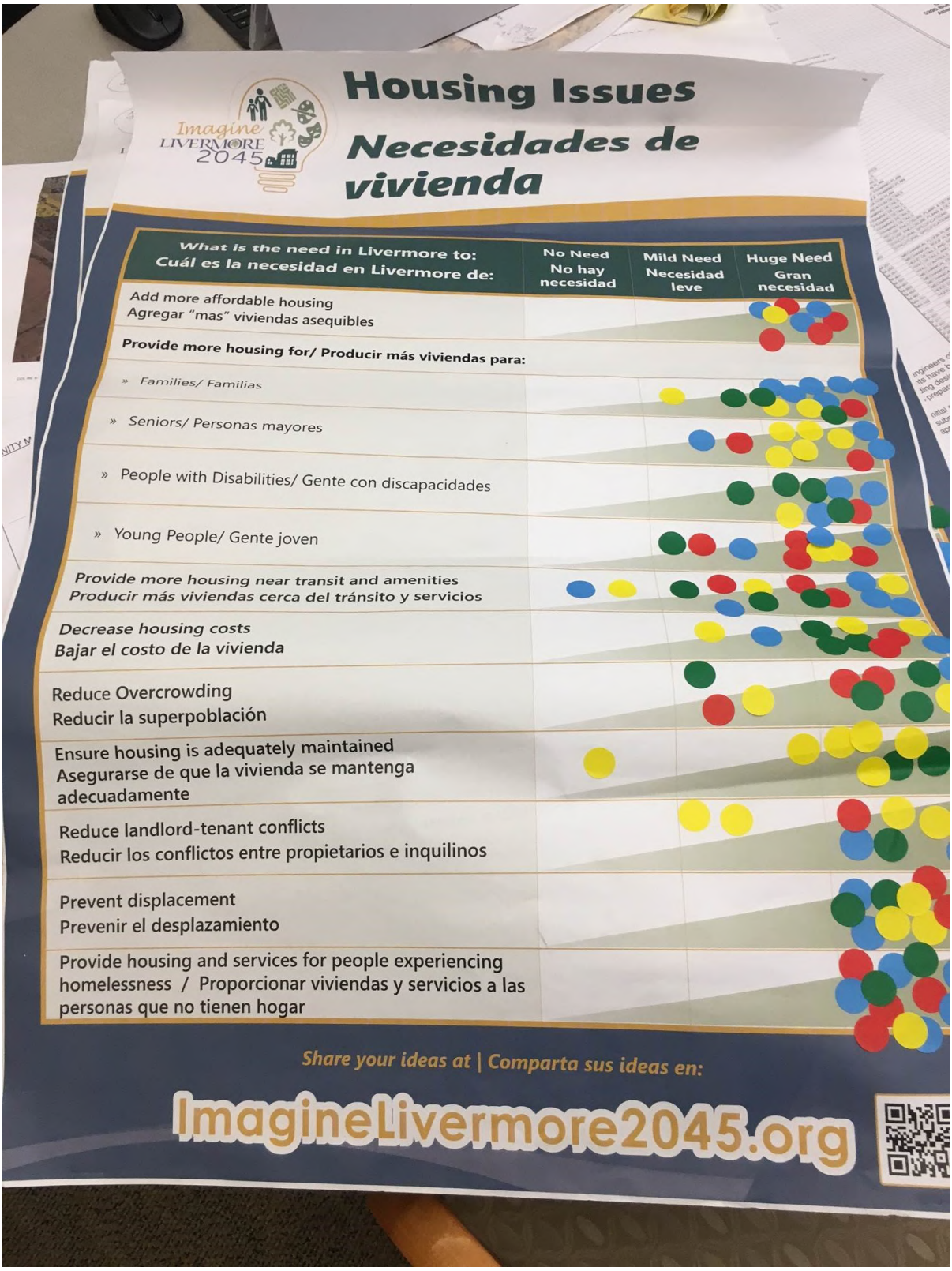
October 16, 2021 Livermore Pridefest Pop-up


Imagine LIVERMORE 2045
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¿Qué es importante para Livermore sobre los próximos 20 años?
How important are these issues to you?
¿Qué importancia tienen estos temas para usted?
Not Important
No importante
Somewhat Important
Algo importante
Very Important
Muy importante
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Requiring quality architecture
Exige una arquitectura de calidad
Ensuring diversity and equity
Garantizar la diversidad y la equidad
Making housing affordable
Hacer que la vivienda sea asequible
Supporting agriculture, quality open space, and recreation
Apoyar la agricultura, los espacios abiertos de calidad y la recreación
Being prepared for emergencies and safety
Estar preparado para emergencias y seguridad
Improving walking and bicycling
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Construyendo un sentido de comunidad
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Imagine LIVERMORE 2045
Housing Issues
Necesidades de vivienda
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No hay necesidad
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Reduce landlord-tenant conflicts
Reducir los conflictos entre propietarios e inquilinos
Prevent displacement
Prevenir el desplazamiento
Provide housing and services for people experiencing homelessness / Proporcionar viviendas y servicios a las personas que no tienen hogar
Share your ideas at | Comparta sus ideas en:
livermore2045.org
cityoflivermore.net/downtown

October 30, 2021 Día de los Muertos Pop-up


Imagine LIVERMORE 2045
What is Important for Livermore over the next 20 Years?
¿Qué es importante para Livermore sobre los próximos 20 años?
How important are these issues to you?
¿Qué importancia tienen estos temas para usted?
Not Important
No importante
Somewhat Important
Algo importante
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Share your ideas at | Comparta sus ideas en:
ImagineLivermore2045.org

Emails

October 1 to 20, 2021

Hello,

After reading the editorial section of the Independent News dated Sept. 30, I am motivated to share my vision of what Livermore should look like in 2045.

In 2045, I see a Livermore that has (1) preserved its heritage of country-style roots, (2) embellished old-town architecture with a touch of modern flare, (3) flourishing wine growers, (4) maintained outdoors hiking and biking trails, (5) sustained the open and clean yellow hills, (6) built a robust public utilities infrastructure, (7) strengthened middle and high school science and art education, (8) offered balance diverse community housing and limit the "big-box" buildings.

PLEASE DO NOT BECOME ANOTHER COOKIE-CUTTER, GENTRIFIED CITY!

The above will keep Livermore's CHARM: the open-sky, no-crowd, fresh-air feel, with a balance of a healthy community, employment opportunities, and modern conveniences. As the primary land of the Bay Area continues to grow, the outskirt cities (e.g. Livermore, Sunol, Morgan Hill, Gilroy) will feel the urge to give in to development lures from wealthy and growing private enterprises and general population migration. It will be a very big challenge for Livermore to grow along its surrounding while maintaining a value to its residences.

Thank you for opening up the forum to develop the vision.

GOOD morning regarding what is my vision for Livermore. 2045? That my children who will be 48 & 50 years old will have a house they can afford. The they will have tools and education and not be discriminated due to color or gender. I struggle with vision of the future since how Latinx community may not of housing. MAY NOT HAVE FOOD IN HOUSE NOW
LATINX FAMILIES ARE LIVING NOW IN LIVERMORE IN garages or due to pandemic in apt with Multipe families. Each family in one bed room and one family in living room at times.
LATINX families need there parents with them not having had one parent deported. I would like to have children constitutional rights to be protected. Thank you Latina mom

(1) I'd like the general plan to include a voluntary, resident only planning SANDBOX play-think-create area where participants would be allocated presence on the official city website homepage to openly discus any matter, directly or indirectly related to city government.

This sandbox would have zero legal authority.

However it would have the powers inherent in gathering real time information on all non-personnel, non-lawsuit related finance information and more. Participants on line would have access to all income and all expenses broken down interactively, to a near graphite level. I

Participants would also be given lists of all city assets, physical or financial, contractual, and access to the contracts.

Sandbox topics could for example create alternative development solutions, update and reprice city assets, illustrate various methods of generating balanced city budgets. The SANDBOX could naturally be used to help mitigate discussions on complex issues by creating alternative revenue streams.

City managers would hate this volunteer sandbox idea no doubt, but who the heck cares. We need to change a lot of things over the next few years and the stifling of public input on a vast array of topics is at the core of why the country, state, county and cities including our own, drift in and out of chaos.

The SANDBOX will plumb a new level of citizen community participation. Real names would be required. Participants would have to be city residents.

(2) I think the community would be better served with 6 district council seats and 1 elected mayor.

Livermore Resident Views of the 2045 General Plan

Key Findings of a Survey of Livermore Residents
Conducted Sept. 9-30, 2021

FM3 RESEARCH | OPINION RESEARCH & STRATEGY

Survey Methodology

Dates	September 9-30, 2021
Survey Type	Dual Mode Resident Survey
Research Population	Livermore Residents Ages 18 and Older
Total Interviews	450
Margin of Sampling Error	±4.9% at the 95% Confidence Level
Contact Methods	 Telephone Calls  Postcard Invitations  Text Invitations  Email Invitations
Data Collection Modes	 Telephone Interviews  Online Interviews

(Note: Not All Results Will Sum to 100% Due to Rounding)

Respondent Profile

The sample was drawn and weighted to reflect the distribution of key demographics of the adult population of Livermore according to the American Community Survey.

Gender	%
Male	49%
Female	51%

Age	%
18-29	18%
30-39	18%
40-49	22%
50-64	24%
65+	14%
Refused	4%

ZIP Code	%
94550	58%
94551	42%

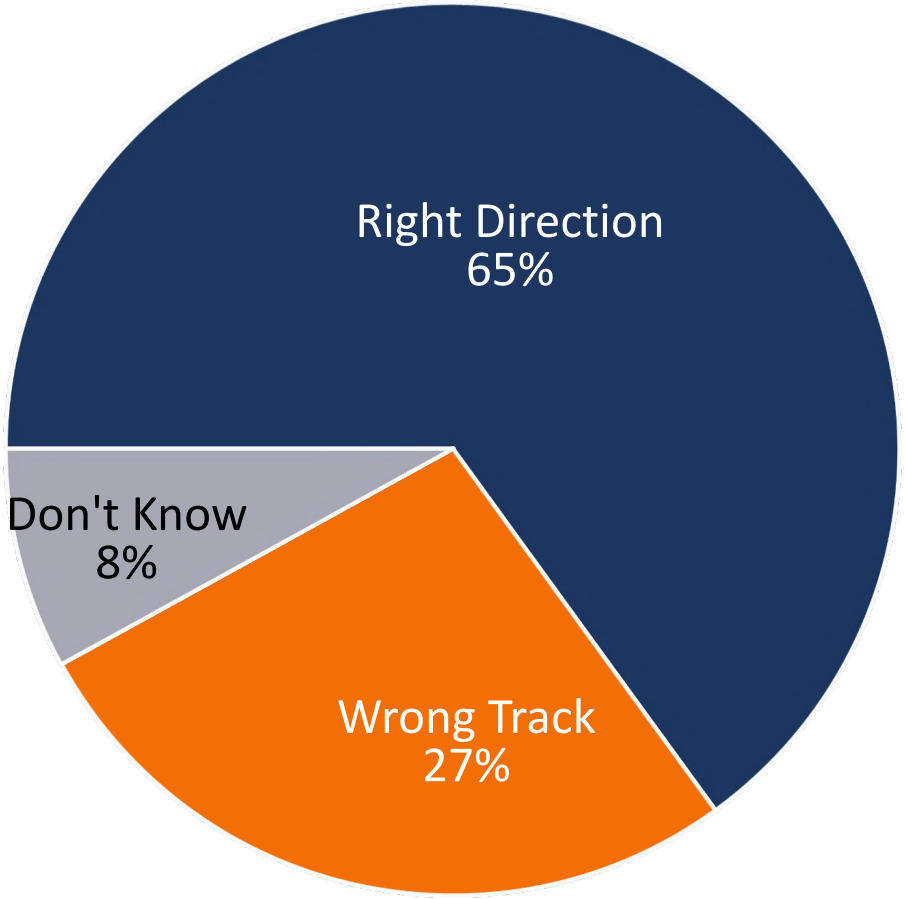
Race/Ethnicity	%
Latino/Hispanic	17%
White	60%
Black/African American	2%
API	8%
Other/Refused	13%

Education Level	%
High school or less	15%
Some college	34%
Four-year degree	29%
Graduate education	18%
Refused	4%

Views of Life in Livermore

Two-thirds of Livermore residents say things are headed in the right direction.

Do you think Livermore is generally going in the right direction or in the wrong direction?



Retirees and residents ages 65+ are more divided in their views, with less than half saying the city is headed in the right direction.

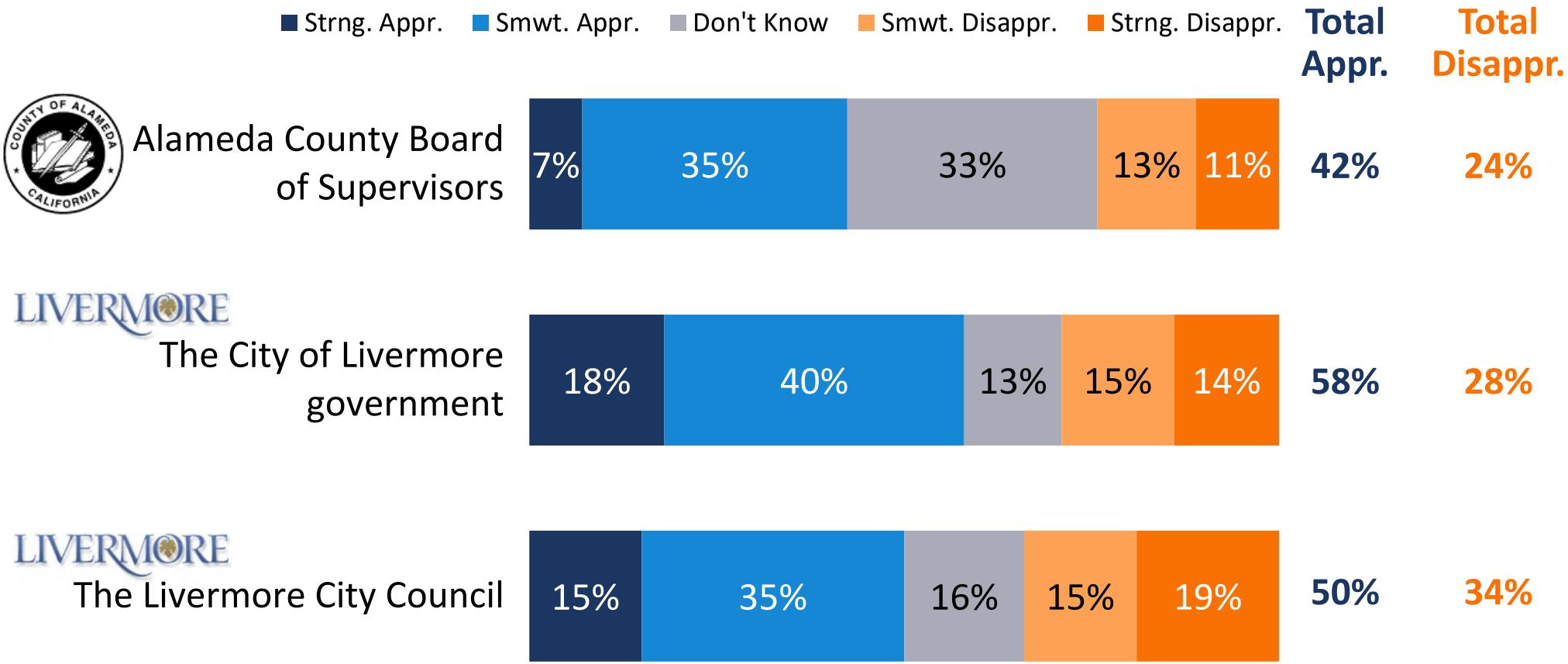
Broad majorities of every other major demographic subgroup are optimistic.

Q1.

649

Majorities approve of City government and City Council.

We'd like to know what you think of different levels of local government. Please indicate whether you strongly approve, somewhat approve, somewhat disapprove, or strongly disapprove of that level of local government. If you've never heard of it, you can indicate that instead.

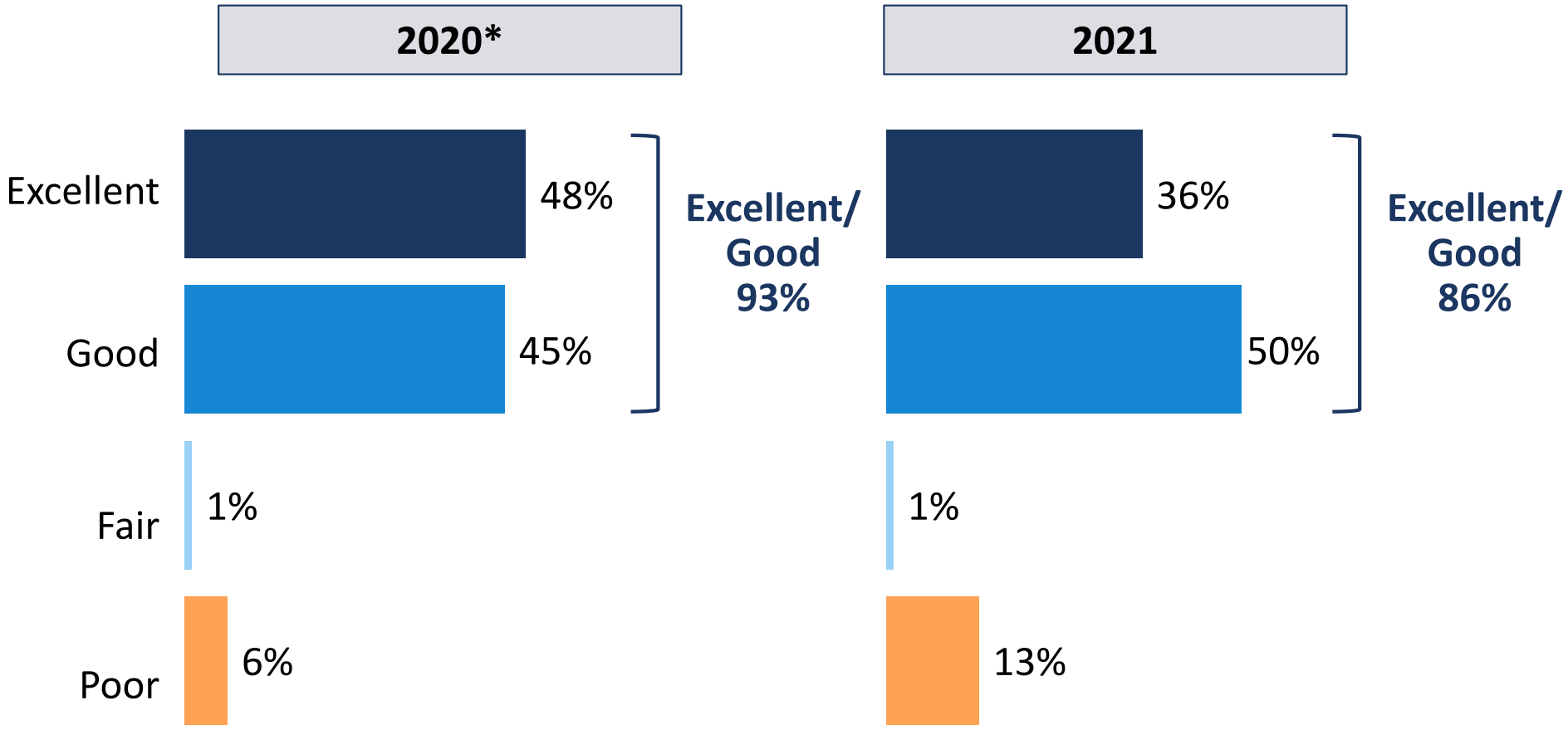


Q2.

650

More than four in five say that Livermore is an "excellent" or "good" place to live.

In general, would you say that Livermore is an excellent, good, fair, or poor place to live?

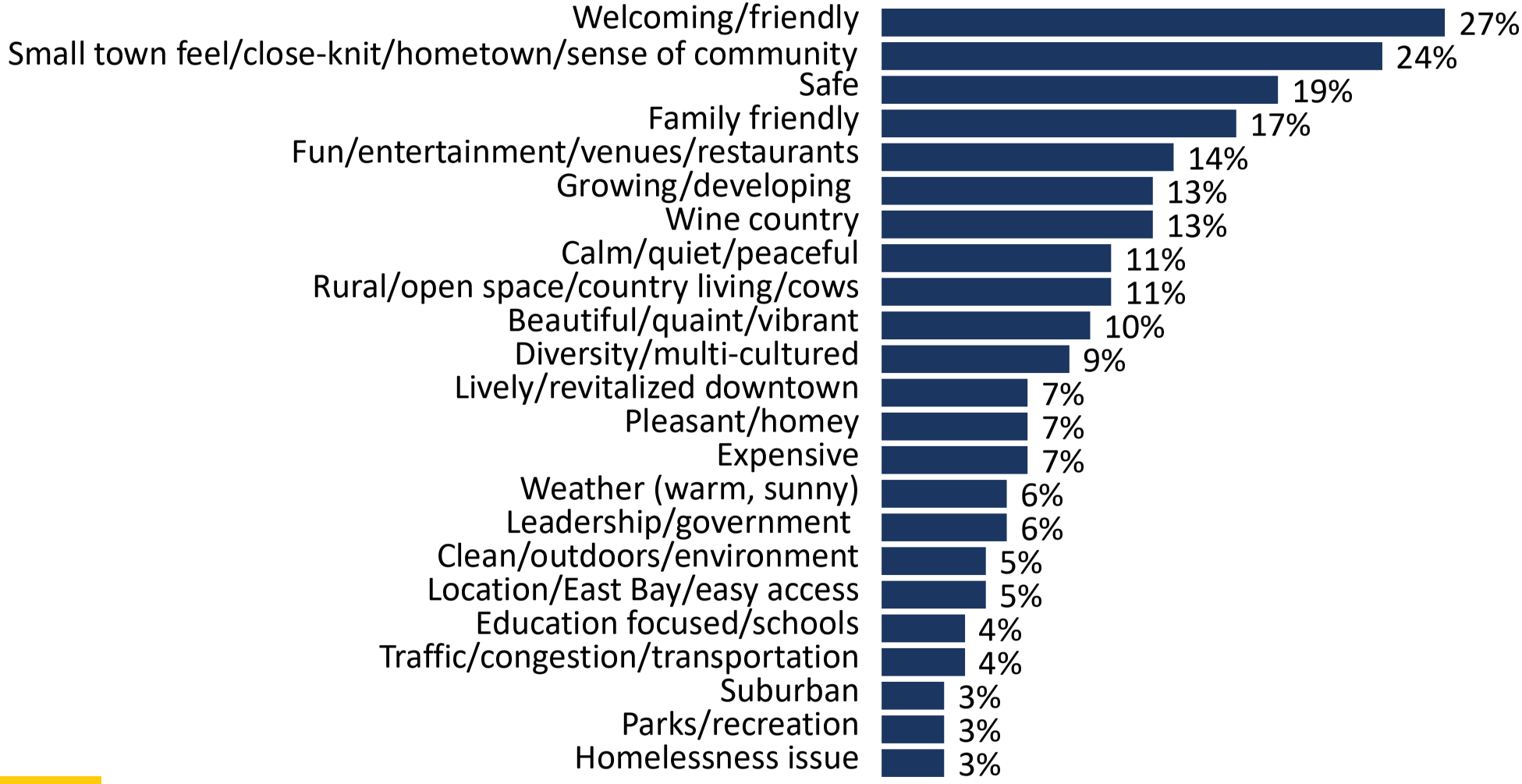


Q3. *NCS Survey

651

Residents describe Livermore as welcoming, friendly, safe and having a small-town feel.

Which three words or phrases best describe Livermore?
(Open-ended, 3% and Above Responses Shown)



Q4.

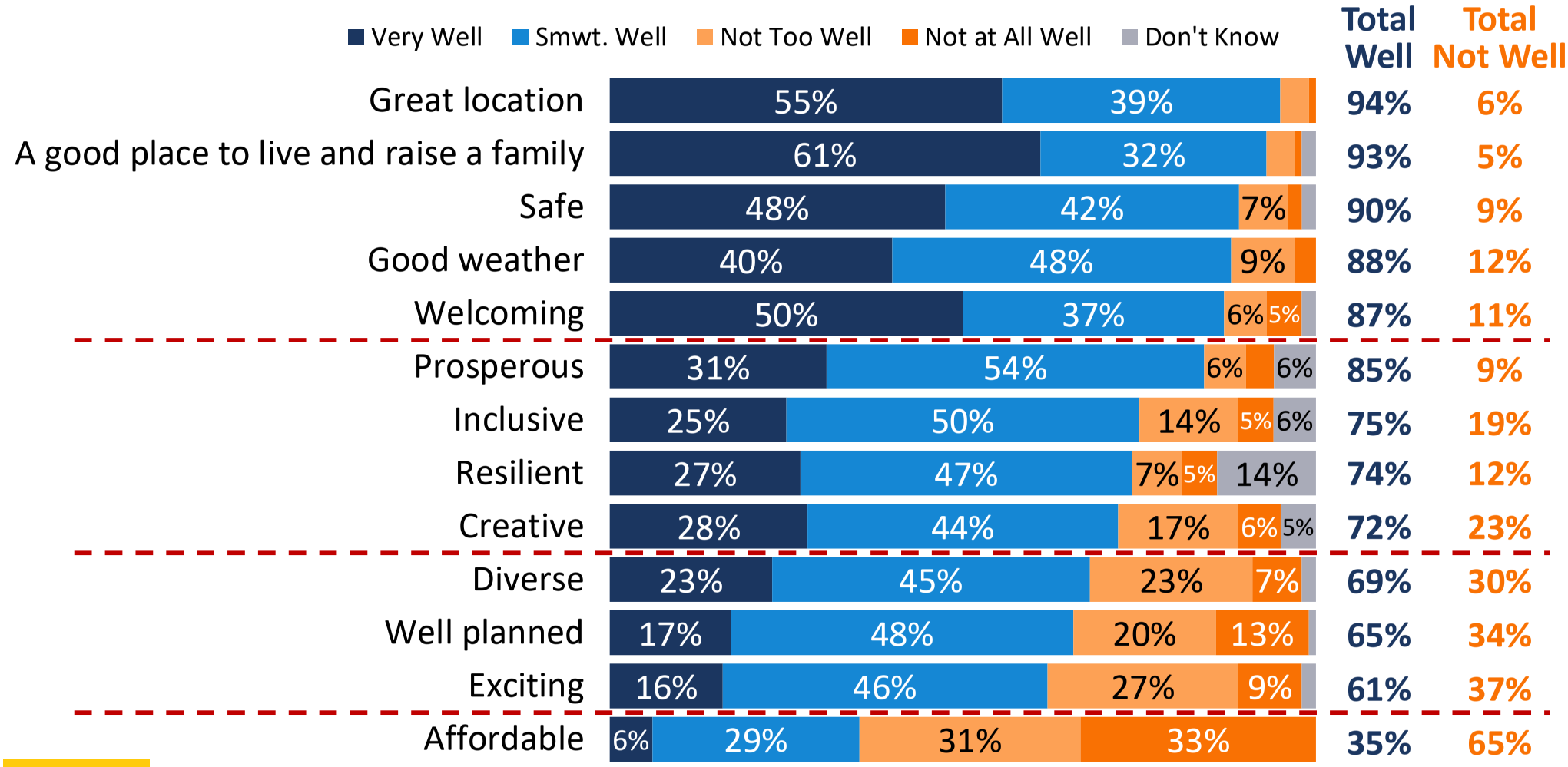
652

Words to Describe Livermore



Residents overwhelmingly see Livermore as a great location, particularly to raise a family.

I am going to read you some words and phrases that might describe Livermore. Please tell me whether you think each of the phrases below describes Livermore very well, somewhat well, not too well, or not at all well. If you don't know, you can tell me that, too.



Q5.

654

Older residents are more likely to see Livermore as diverse and affordable; they are less likely to see it as well-planned.

Word/Phrase (Total Well)	All Residents	Men by Age		Women by Age	
		Ages 18-49	Ages 50+	Ages 18-49	Ages 50+
Great location	**94%**	94%	94%	97%	97%
A good place to live and raise a family	**93%**	93%	93%	94%	94%
Safe	**90%**	86%	91%	94%	89%
Good weather	**88%**	88%	88%	86%	91%
Welcoming	**87%**	85%	84%	92%	88%
Prosperous	**85%**	83%	87%	84%	87%
Inclusive	**75%**	72%	73%	77%	82%
Resilient	**74%**	72%	80%	78%	73%
Creative	**72%**	63%	69%	82%	79%
Diverse	**69%**	63%	85%	62%	74%
Well-planned	**65%**	72%	51%	76%	57%
Exciting	**61%**	57%	53%	66%	71%
Affordable	**35%**	31%	42%	33%	41%

Q5. I am going to read you some words and phrases that might describe Livermore. Please tell me whether you think each of the phrases below describ-- Livermore very well, somewhat well, not too well, or not at all well. If you don't know, you can tell me that, too.

655

Asian/Pacific Islander residents are much more likely to see the city as affordable.

Word/Phrase	All Residents	Race/Ethnicity			
		White Residents	Latino Residents	Asian/ Pacific Islander Residents	*All Residents of Color*
Great location	**94%**	94%	98%	96%	*96%*
A good place to live and raise a family	**93%**	94%	95%	89%	*92%*
Safe	**90%**	92%	92%	82%	*89%*
Good weather	**88%**	87%	94%	87%	*89%*
Welcoming	**87%**	84%	94%	92%	*93%*
Prosperous	**85%**	86%	88%	82%	*87%*
Inclusive	**75%**	74%	82%	73%	*77%*
Resilient	**74%**	72%	82%	71%	*80%*
Creative	**72%**	70%	86%	73%	*76%*
Diverse	**69%**	66%	72%	65%	*72%*
Well-planned	**65%**	63%	76%	71%	*75%*
Exciting	**61%**	60%	69%	63%	*63%*
Affordable	**35%**	28%	48%	61%	*52%*

White residents under age 50 are <u>much</u> less likely to see Livermore as affordable.

Q5. I am going to read you some words and phrases that might describe Livermore. Please tell me whether you think each of the phrases below describ- - Livermore very well, somewhat well, not too well, or not at all well. If you don't know, you can tell me that, too.

656

Wealthier residents are more likely to see the city as affordable and well-planned.

Word/Phrase (Total Well)	All Residents	Household Income				ZIP Code	
		<$100,000	$100,000-$150,000	$150,000-$250,000	$250,000+	94550	94551
Great location	**94%**	98%	97%	94%	93%	93%	96%
A good place to live and raise a family	**93%**	94%	93%	94%	97%	94%	92%
Safe	**90%**	89%	90%	91%	96%	92%	86%
Good weather	**88%**	89%	88%	88%	94%	86%	89%
Welcoming	**87%**	87%	93%	89%	91%	88%	86%
Prosperous	**85%**	82%	85%	90%	90%	87%	83%
Inclusive	**75%**	72%	79%	79%	75%	76%	73%
Resilient	**74%**	73%	76%	78%	79%	74%	74%
Creative	**72%**	66%	79%	73%	74%	73%	70%
Diverse	**69%**	66%	73%	69%	70%	69%	68%
Well-planned	**65%**	62%	76%	67%	79%	64%	67%
Exciting	**61%**	58%	70%	63%	56%	63%	59%
Affordable	**35%**	32%	32%	37%	54%	35%	35%

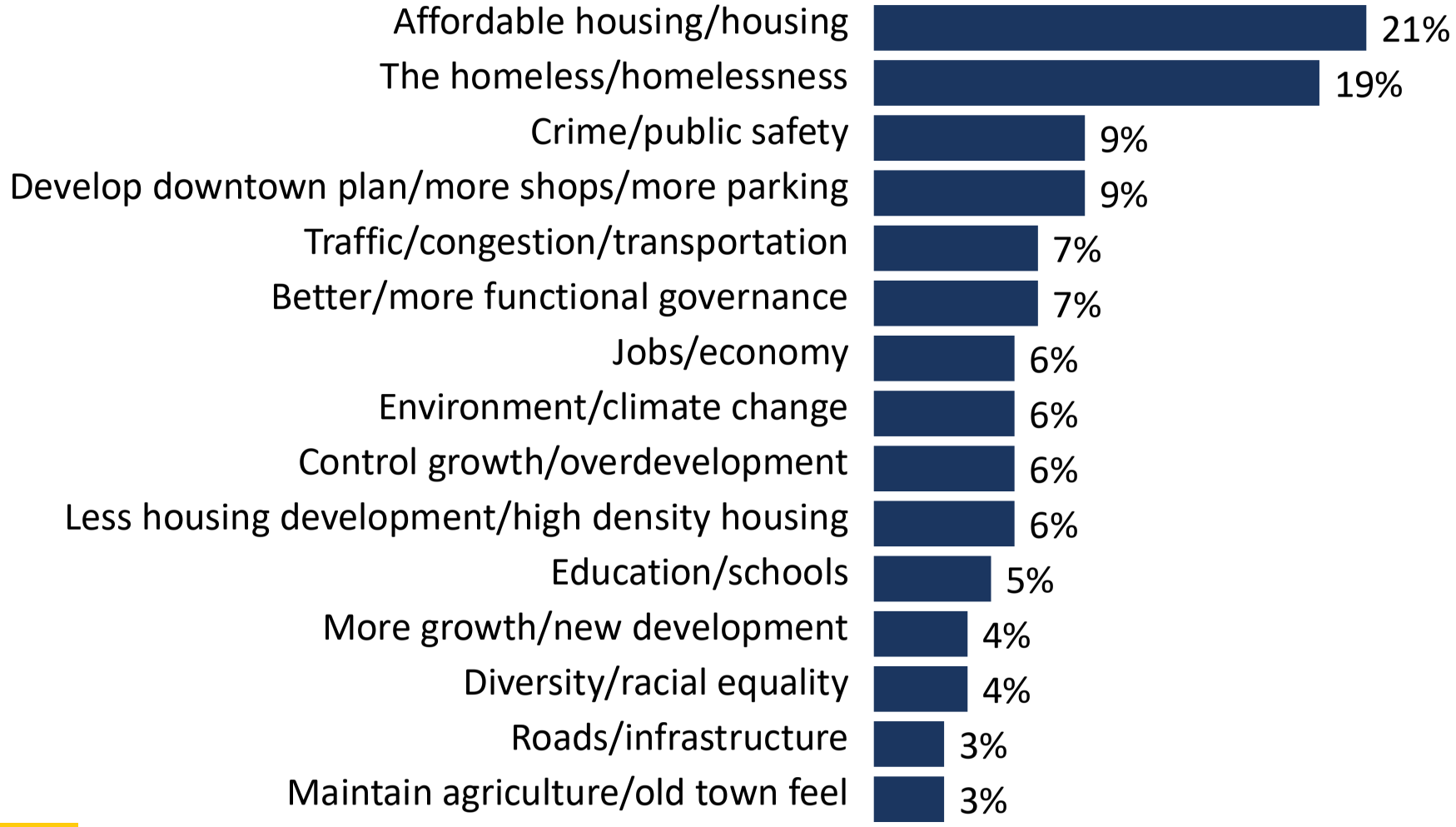
Q5. I am going to read you some words and phrases that might describe Livermore. Please tell me whether you think each of the phrases below describ- - Livermore very well, somewhat well, not too well, or not at all well. If you don't know, you can tell me that, too.

657

Residents want to see the City address housing costs and homelessness.

In your opinion, what is the most important issue you would like to see the City of Livermore address?

(Open-ended, 3% and Above Responses Shown)



Q10.

658

Verbatim Responses from Residents

I believe Livermore must do all it can to fight climate change. This means encouraging biking, walking, and public transit. It means infill development.

Location and availability of reasonably priced, moderate-income housing.

Keeping Livermore Urban/agriculture area is what makes Livermore special.

Stop the uglification of downtown Livermore's new construction.

Finish the downtown while preserving a small-town character.

The crime rate has been increasing in recent years. We need to keep our communities safe. Homeless community needs to be helped and we need to keep the city clean and safe.

Livermore needs to maintain that small community feel and forget about all the arts and cultural stuff. It needs to just be a town where families can thrive and know their neighbors.

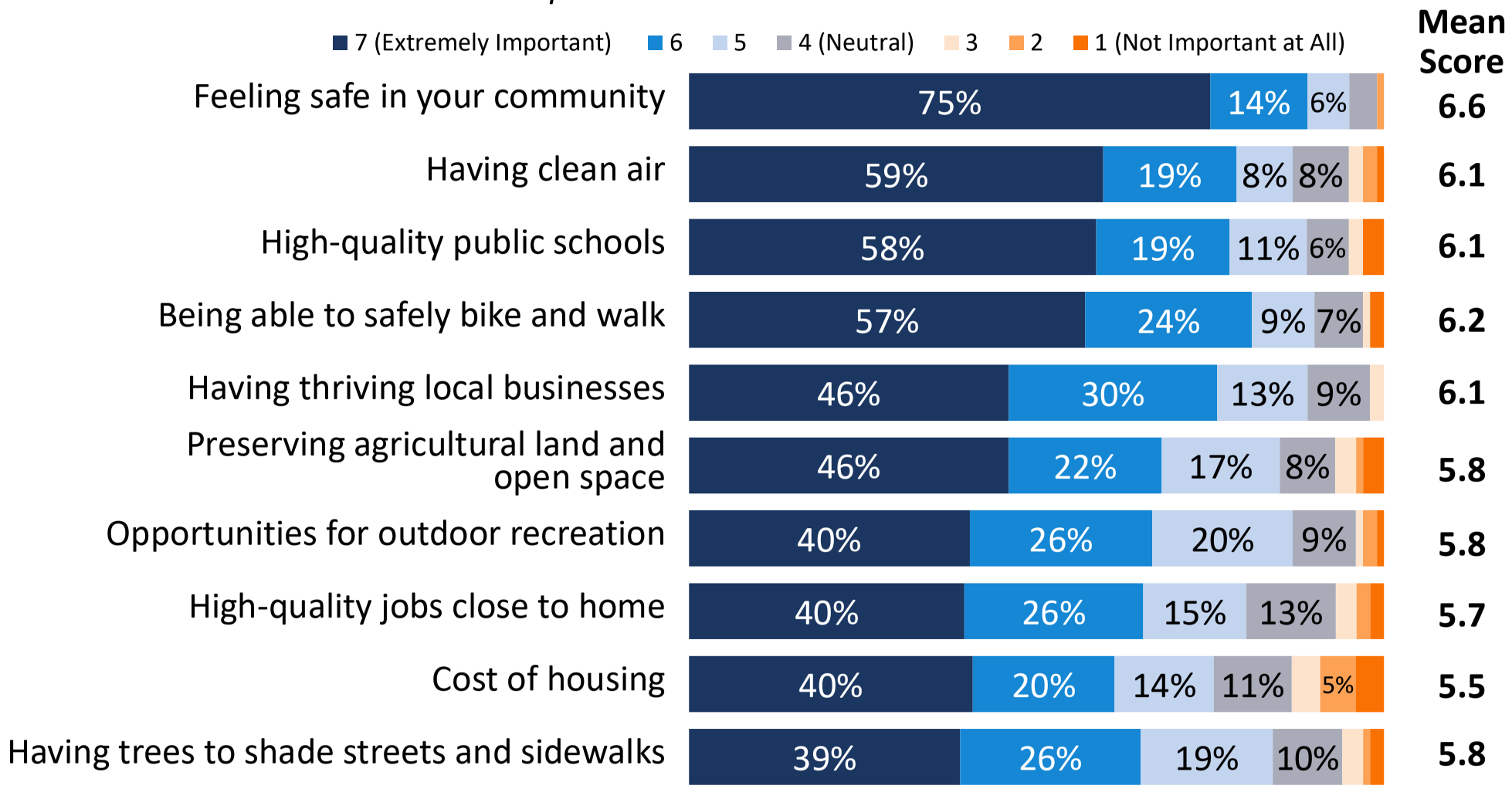
Make downtown thrive, block 1st St. between N. Livermore and L St. to car traffic permanently. Focus making Livermore a destination in the Bay Area.

It is becoming unsafe, unsanitary and unfair to everyone to continue to allow folks to sleep and live in doorways and public spaces.

Quality of Life Considerations

Community safety is the most important quality of life factor, along with clean air and good schools.

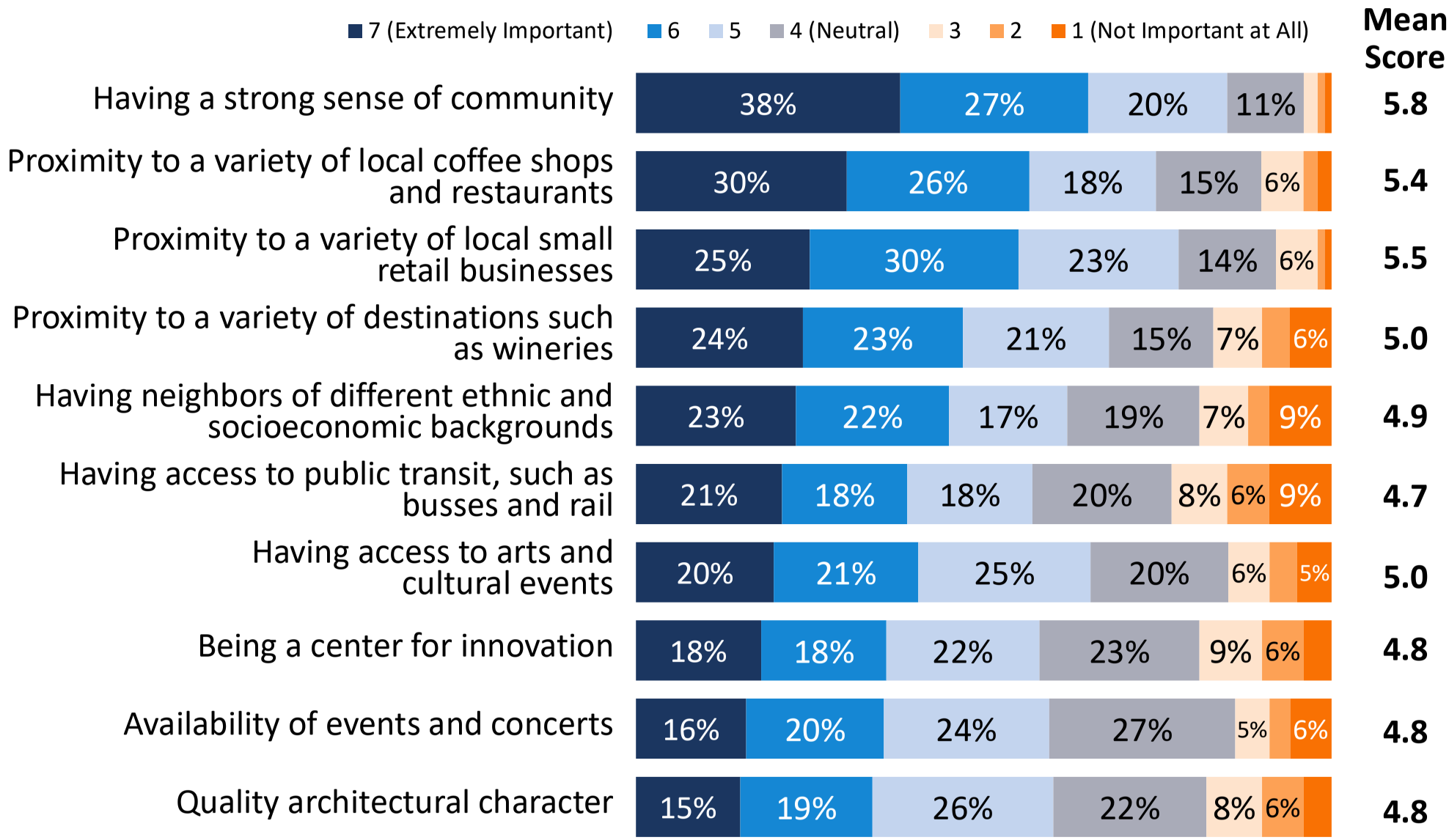
Here is a list of some factors that can affect quality of life. Please indicate how <u>important</u> each one is to you personally using a 7-point scale. 7 on this scale is "extremely important" and 1 is "not important at all." 4 on this scale is neutral.



Q6.

661

Innovation, entertainment options and architectural character are less important.



Q6. Here is a list of some factors that can affect quality of life. Please indicate how <u>important</u> each one is to you personally using a 7-point scale. 7 on this scale is "extremely important" and 1 is "not important at all." 4 on this scale is neutral.

662

Women over 50 assign higher importance to schools and business.

Factor Importance (7: Extremely Important)	All Res.	Men by Age		Women by Age	
		Ages 18-49	Ages 50+	Ages 18-49	Ages 50+
Feeling safe in your community	**75%**	75%	78%	73%	79%
Having clean air	**59%**	55%	60%	58%	67%
High-quality public schools	**58%**	54%	54%	55%	73%
Being able to safely bike and walk	**57%**	56%	50%	59%	64%
Having thriving local businesses	**46%**	42%	45%	43%	57%
Preserving agricultural land and open space	**46%**	40%	46%	43%	55%
Opportunities for outdoor recreation	**40%**	35%	44%	41%	47%
High-quality jobs close to home	**40%**	45%	27%	36%	49%
Cost of housing	**40%**	42%	31%	43%	46%
Having trees to shade streets and sidewalks	**39%**	36%	37%	38%	47%
Having a strong sense of community	**38%**	41%	35%	37%	42%
Proximity to a variety of local coffee shops and restaurants	**30%**	25%	36%	30%	36%
Proximity to a variety of local small retail businesses	**25%**	20%	31%	23%	32%
Proximity to a variety of destinations such as wineries	**24%**	19%	22%	28%	27%
Having neighbors of different ethnic and socioeconomic backgrounds	**23%**	22%	15%	26%	31%
Having access to public transit, such as busses and rail	**21%**	23%	18%	24%	21%
Having access to arts and cultural events	**20%**	16%	14%	22%	29%
Being a center for innovation	**18%**	20%	15%	16%	20%
Availability of events and concerts	**16%**	13%	23%	9%	22%
Quality architectural character	**15%**	14%	13%	16%	18%

Q6. Here is a list of some factors that can affect quality of life. Please indicate how important each one is to you personally using a 7-point scale. 7 on this scale is "extremely important" and 1 is "not important at all." 4 on this scale is neutral.

663

Latino residents value a strong sense of community and access to arts and culture a bit more.

Factor Importance (7: Extremely Important)	All Res.	Race/Ethnicity			
		White Res.	Latino Res.	API Residents	*All Residents of Color*
Feeling safe in your community	**75%**	76%	73%	83%	*71%*
Having clean air	**59%**	63%	58%	61%	*56%*
High-quality public schools	**58%**	62%	56%	51%	*50%*
Being able to safely bike and walk	**57%**	59%	56%	56%	*53%*
Having thriving local businesses	**46%**	49%	45%	35%	*40%*
Preserving agricultural land and open space	**46%**	43%	48%	48%	*44%*
Opportunities for outdoor recreation	**40%**	40%	41%	38%	*39%*
High-quality jobs close to home	**40%**	42%	35%	44%	*34%*
Cost of housing	**40%**	42%	39%	27%	*37%*
Having trees to shade streets and sidewalks	**39%**	39%	43%	48%	*39%*
Having a strong sense of community	**38%**	36%	46%	28%	*37%*
Proximity to a variety of local coffee shops and restaurants	**30%**	29%	36%	28%	*31%*
Proximity to a variety of local small retail businesses	**25%**	27%	25%	15%	*21%*
Proximity to a variety of destinations such as wineries	**24%**	20%	30%	30%	*30%*
Having neighbors of different ethnic and socioeconomic backgrounds	**23%**	26%	19%	20%	*19%*
Having access to public transit, such as busses and rail	**21%**	22%	24%	20%	*21%*
Having access to arts and cultural events	**20%**	20%	29%	12%	*21%*
Being a center for innovation	**18%**	19%	21%	19%	*19%*
Availability of events and concerts	**16%**	17%	20%	4%	*14%*
Quality architectural character	**15%**	14%	15%	19%	*15%*

Q6. Here is a list of some factors that can affect quality of life. Please indicate how <u>important</u> each one is to you personally using a 7-point scale. 7 on this scale is "extremely important" and 1 is "not important at all." 4 on this scale is neutral.

664

Lower-income households value a variety of aspects more highly than higher income ones.

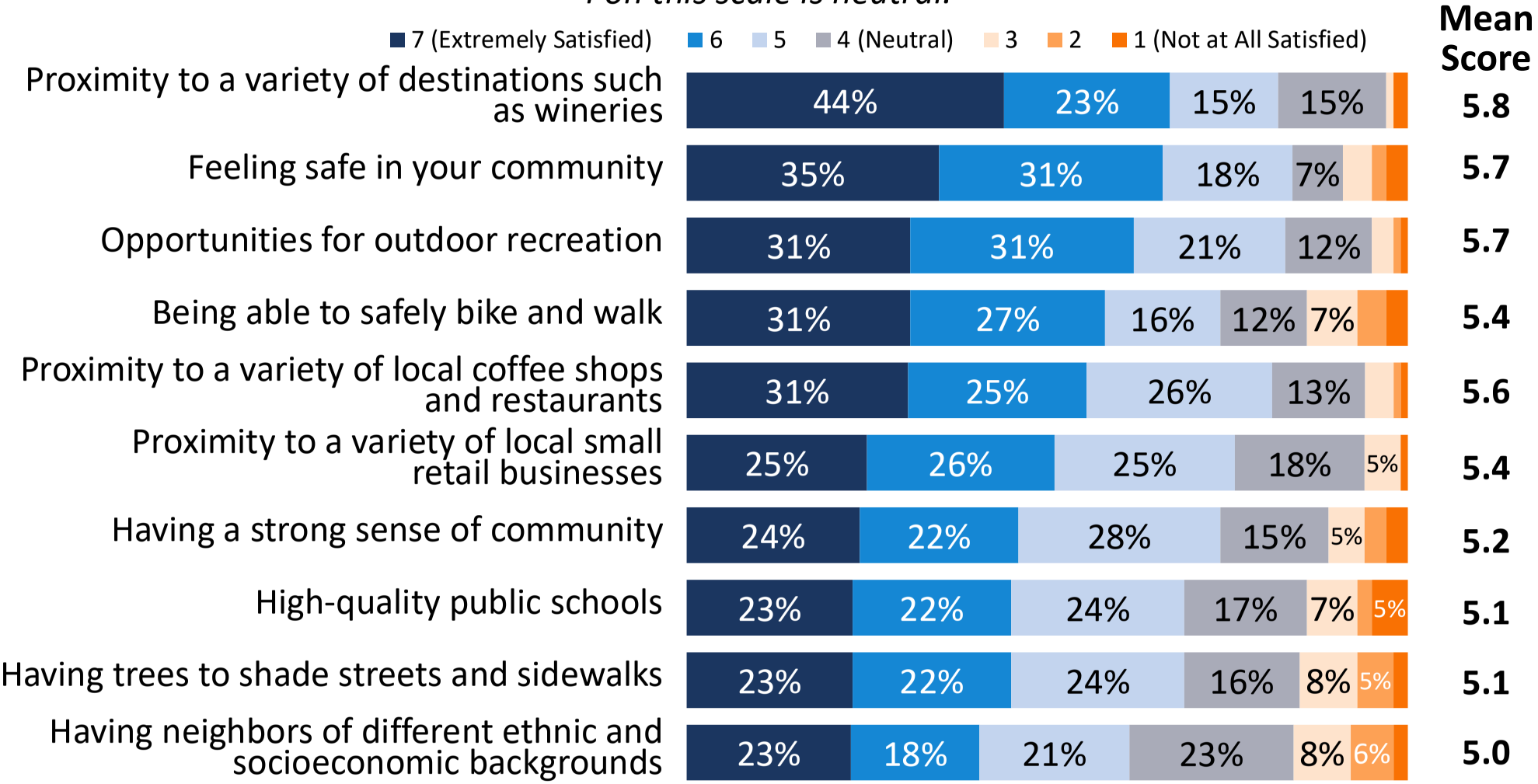
Factor Importance (7: Extremely Important)	All Res.	Household Income				ZIP Code	
		<$100,000	$100,000-$150,000	$150,000-$250,000	$250,000+	94550	94551
Feeling safe in your community	**75%**	78%	71%	77%	81%	75%	75%
Having clean air	**59%**	64%	61%	58%	57%	57%	62%
High-quality public schools	**58%**	61%	52%	58%	65%	62%	53%
Being able to safely bike and walk	**57%**	64%	52%	52%	62%	59%	54%
Having thriving local businesses	**46%**	56%	39%	48%	43%	47%	44%
Preserving agricultural land and open space	**46%**	47%	45%	47%	42%	46%	46%
Opportunities for outdoor recreation	**40%**	44%	37%	37%	50%	40%	41%
High-quality jobs close to home	**40%**	42%	37%	43%	42%	39%	41%
Cost of housing	**40%**	51%	38%	40%	30%	37%	45%
Having trees to shade streets and sidewalks	**39%**	43%	40%	36%	42%	40%	38%
Having a strong sense of community	**38%**	43%	34%	38%	37%	36%	40%
Proximity to a variety of local coffee shops and restaurants	**30%**	30%	33%	26%	41%	27%	34%
Proximity to a variety of local small retail businesses	**25%**	40%	23%	21%	25%	23%	29%
Proximity to a variety of destinations such as wineries	**24%**	31%	22%	14%	25%	19%	30%
Having neighbors of different ethnic and socioeconomic backgrounds	**23%**	33%	20%	20%	23%	21%	26%
Having access to public transit, such as busses and rail	**21%**	31%	18%	16%	11%	19%	24%
Having access to arts and cultural events	**20%**	31%	16%	16%	16%	18%	23%
Being a center for innovation	**18%**	22%	12%	19%	20%	14%	24%
Availability of events and concerts	**16%**	25%	15%	9%	14%	12%	20%
Quality architectural character	**15%**	24%	18%	8%	13%	15%	16%

Q6. Here is a list of some factors that can affect quality of life. Please indicate how important each one is to you personally using a 7-point scale. 7 on this scale is "extremely important" and 1 is "not important at all." 4 on this scale is neutral.

665

Residents are broadly satisfied with proximity to destinations, outdoor recreation and safety.

Using the same list of factors, please indicate how satisfied you are with each one in your life personally. 7 on this scale is "extremely satisfied" and 1 is "not at all satisfied." 4 on this scale is neutral.

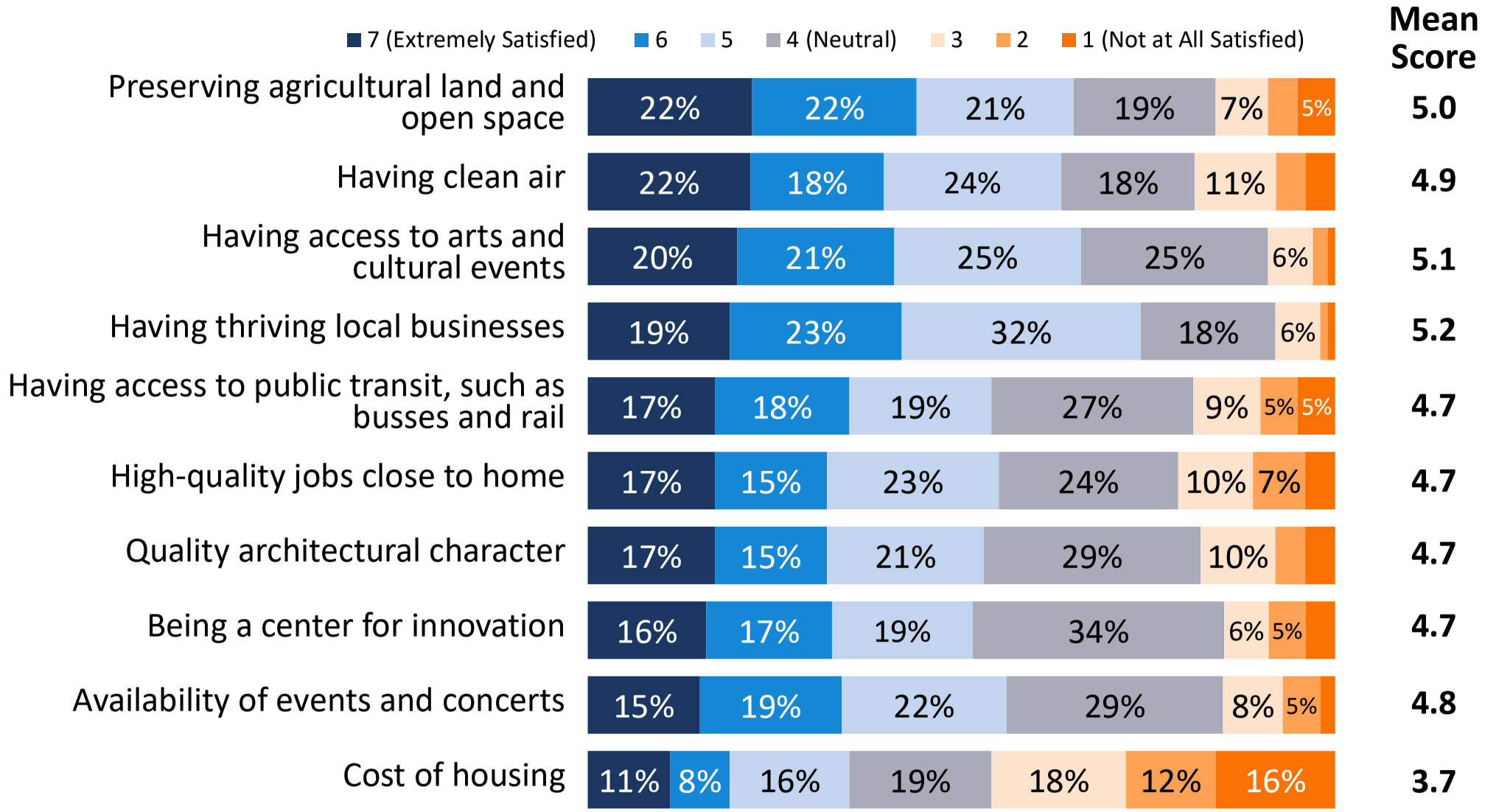


FM3 RESEARCH

Q7.

666

They are especially unsatisfied with the cost of housing.



Q7. Using the same list of factors, please indicate how satisfied you are with each one in your life personally. 7 on this scale is "extremely satisfied" and 1 is "not at all satisfied." 4 on this scale is neutral.

667

Women ages 50+ are more satisfied with safety of biking and walking.

Factor Satisfaction (7: Extremely Satisfied)	All Res.	Men by Age		Women by Age	
		Ages 18-49	Ages 50+	Ages 18-49	Ages 50+
Proximity to a variety of destinations such as wineries	**44%**	40%	39%	49%	50%
Feeling safe in your community	**35%**	35%	38%	31%	41%
Opportunities for outdoor recreation	**31%**	29%	28%	32%	40%
Being able to safely bike and walk	**31%**	30%	36%	24%	41%
Proximity to a variety of local coffee shops and restaurants	**31%**	26%	25%	37%	43%
Proximity to a variety of local small retail businesses	**25%**	18%	27%	31%	29%
Having a strong sense of community	**24%**	29%	26%	17%	24%
High-quality public schools	**23%**	18%	23%	22%	30%
Having trees to shade streets and sidewalks	**23%**	19%	22%	25%	25%
Having neighbors of different ethnic and socioeconomic backgrounds	**23%**	21%	18%	25%	27%
Preserving agricultural land and open space	**22%**	20%	30%	16%	26%
Having clean air	**22%**	14%	32%	21%	28%
Having access to arts and cultural events	**20%**	19%	19%	21%	24%
Having thriving local businesses	**19%**	10%	26%	20%	26%
Having access to public transit, such as busses and rail	**17%**	19%	18%	15%	14%
High-quality jobs close to home	**17%**	12%	17%	18%	24%
Quality architectural character	**17%**	13%	9%	21%	22%
Being a center for innovation	**16%**	11%	17%	15%	23%
Availability of events and concerts	**15%**	7%	19%	14%	27%
Cost of housing	**11%**	5%	14%	13%	12%

Q7. Using the same list of factors, please indicate how satisfied you are with each one in your life personally. 7 on this scale is "extremely satisfied" and 1 is "not at all satisfied." 4 on this scale is neutral.

668

Latino residents report more satisfaction with ethnic and socioeconomic diversity.

Factor Satisfaction (7: Extremely Satisfied)	All Res.	Race/Ethnicity			
		White Res.	Latino Res.	API Res.	*All Residents of Color*
Proximity to a variety of destinations such as wineries	**44%**	44%	52%	48%	*45%*
Feeling safe in your community	**35%**	33%	40%	46%	*39%*
Opportunities for outdoor recreation	**31%**	31%	35%	40%	*33%*
Being able to safely bike and walk	**31%**	30%	40%	28%	*33%*
Proximity to a variety of local coffee shops and restaurants	**31%**	30%	32%	36%	*34%*
Proximity to a variety of local small retail businesses	**25%**	27%	25%	21%	*23%*
Having a strong sense of community	**24%**	22%	30%	24%	*29%*
High-quality public schools	**23%**	23%	24%	17%	*21%*
Having trees to shade streets and sidewalks	**23%**	19%	34%	27%	*29%*
Having neighbors of different ethnic and socioeconomic backgrounds	**23%**	19%	33%	22%	*26%*
Preserving agricultural land and open space	**22%**	21%	26%	28%	*25%*
Having clean air	**22%**	22%	31%	19%	*26%*
Having access to arts and cultural events	**20%**	20%	19%	28%	*20%*
Having thriving local businesses	**19%**	18%	24%	20%	*21%*
Having access to public transit, such as busses and rail	**17%**	14%	22%	19%	*20%*
High-quality jobs close to home	**17%**	14%	27%	16%	*22%*
Quality architectural character	**17%**	14%	24%	20%	*22%*
Being a center for innovation	**16%**	15%	17%	12%	*16%*
Availability of events and concerts	**15%**	16%	16%	13%	*14%*
Cost of housing	**11%**	9%	14%	13%	*13%*

Q7. Using the same list of factors, please indicate how satisfied you are with each one in your life personally. 7 on this scale is "extremely satisfied" and 1 is "not at all satisfied." 4 on this scale is neutral.

669

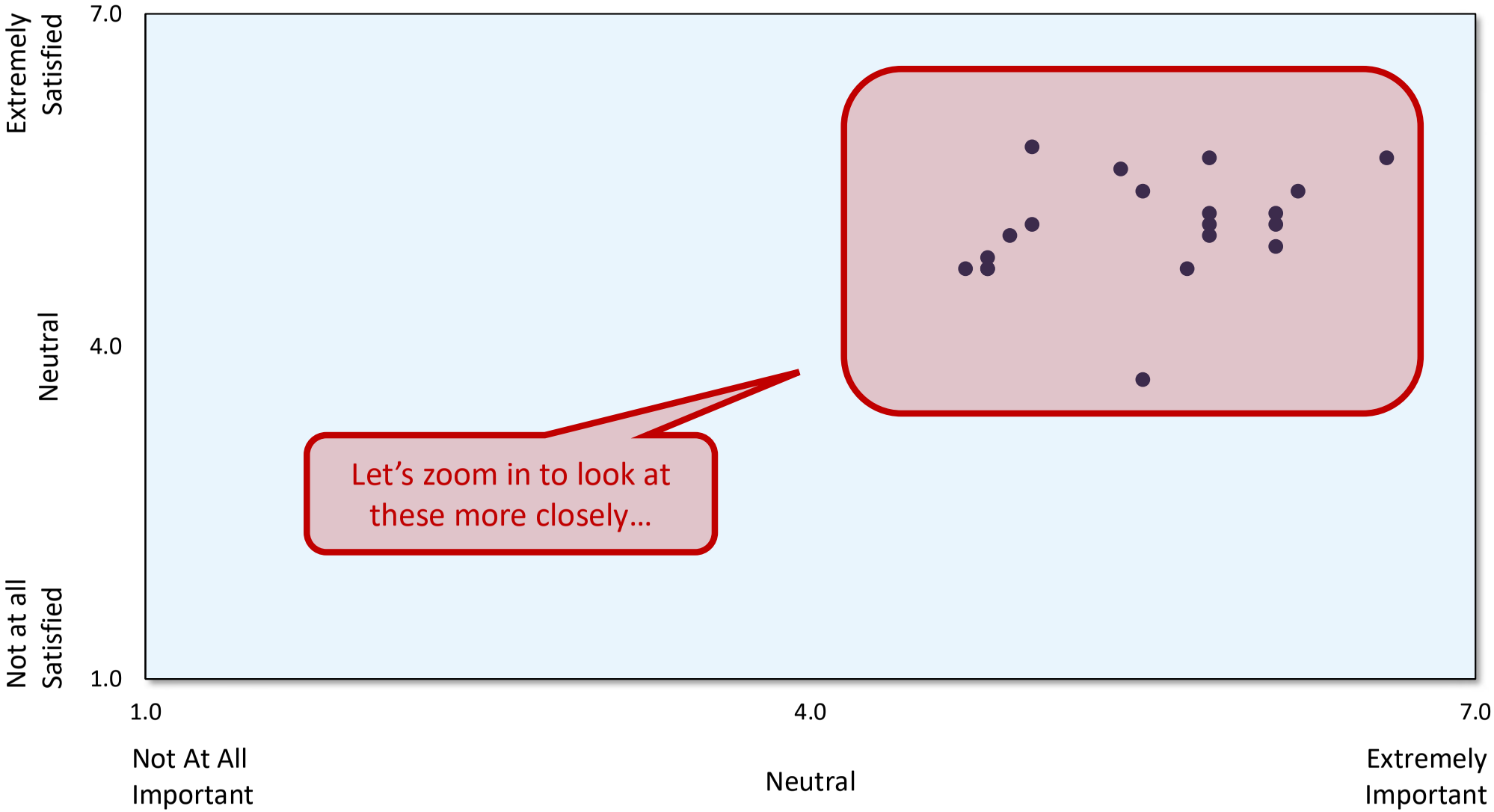
Lower-income households are more satisfied with the variety of shops and restaurants.

Factor Satisfaction (7: Extremely Satisfied)	All Res.	Household Income				ZIP Code	
		<$100,000	$100,000-$150,000	$150,000-$250,000	$250,000+	94550	94551
Proximity to a variety of destinations such as wineries	**44%**	44%	41%	41%	55%	39%	51%
Feeling safe in your community	**35%**	36%	38%	32%	34%	36%	34%
Opportunities for outdoor recreation	**31%**	34%	29%	32%	27%	32%	30%
Being able to safely bike and walk	**31%**	40%	34%	23%	24%	32%	31%
Proximity to a variety of local coffee shops and restaurants	**31%**	42%	24%	26%	40%	31%	32%
Proximity to a variety of local small retail businesses	**25%**	30%	21%	24%	25%	21%	31%
Having a strong sense of community	**24%**	23%	22%	22%	30%	24%	25%
High-quality public schools	**23%**	28%	22%	14%	22%	21%	26%
Having trees to shade streets and sidewalks	**23%**	30%	23%	16%	21%	22%	24%
Having neighbors of different ethnic and socioeconomic backgrounds	**23%**	27%	17%	13%	33%	22%	24%
Preserving agricultural land and open space	**22%**	26%	24%	17%	22%	21%	23%
Having clean air	**22%**	27%	26%	14%	15%	20%	25%
Having access to arts and cultural events	**20%**	25%	19%	13%	26%	17%	26%
Having thriving local businesses	**19%**	27%	11%	12%	22%	18%	20%
Having access to public transit, such as busses and rail	**17%**	17%	11%	13%	25%	17%	17%
High-quality jobs close to home	**17%**	23%	21%	10%	13%	17%	17%
Quality architectural character	**17%**	29%	10%	12%	13%	17%	16%
Being a center for innovation	**16%**	19%	14%	11%	18%	13%	20%
Availability of events and concerts	**15%**	21%	16%	11%	7%	14%	17%
Cost of housing	**11%**	14%	8%	7%	13%	11%	10%

Q7. Using the same list of factors, please indicate how satisfied you are with each one in your life personally. 7 on this scale is "extremely satisfied" and 1 is "not at all satisfied." 4 on this scale is neutral.

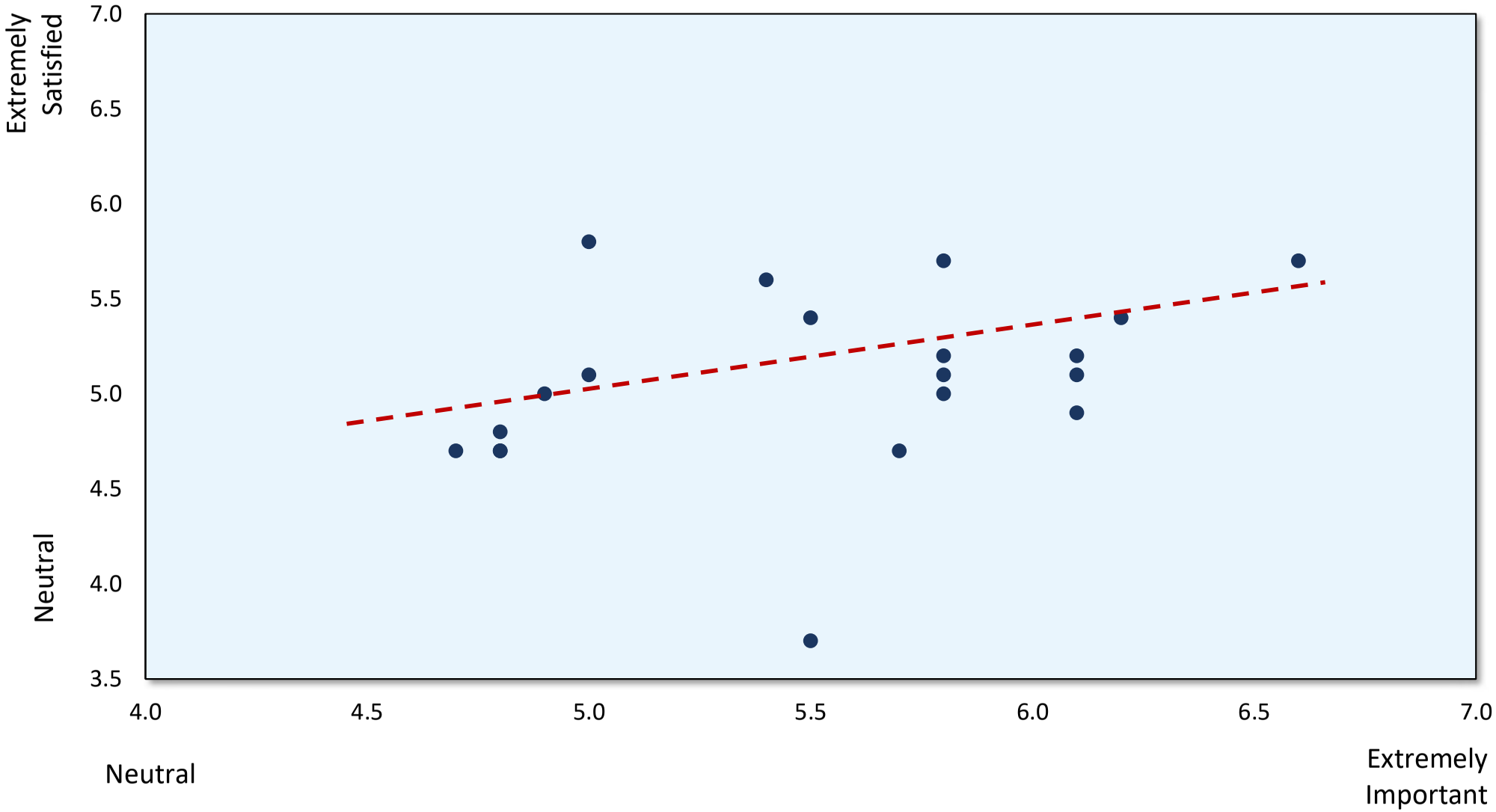
670

Most of these factors are seen as important, with generally high levels of satisfaction.



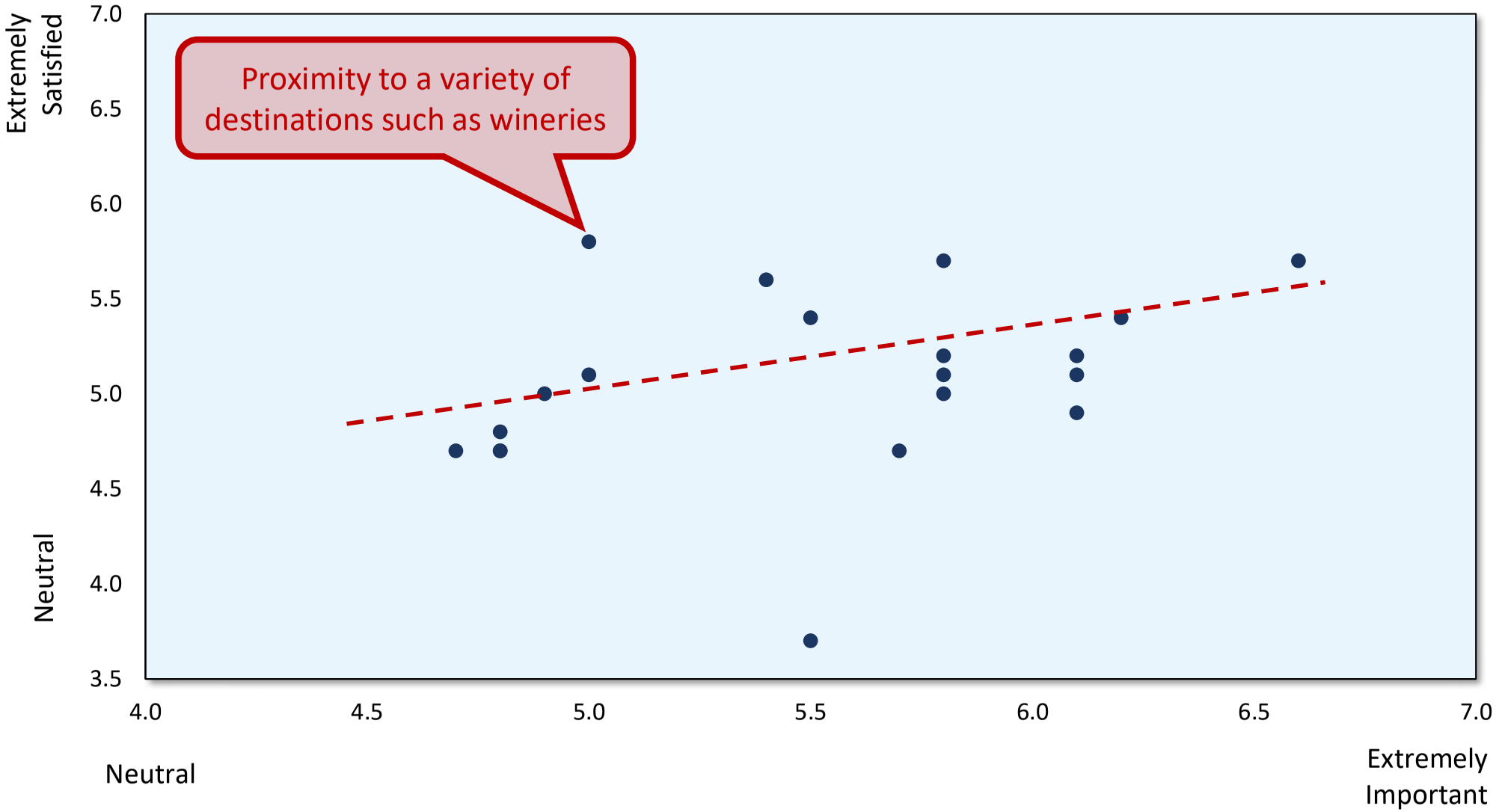
671

There's some relation to importance and satisfaction, but it does not appear strong.



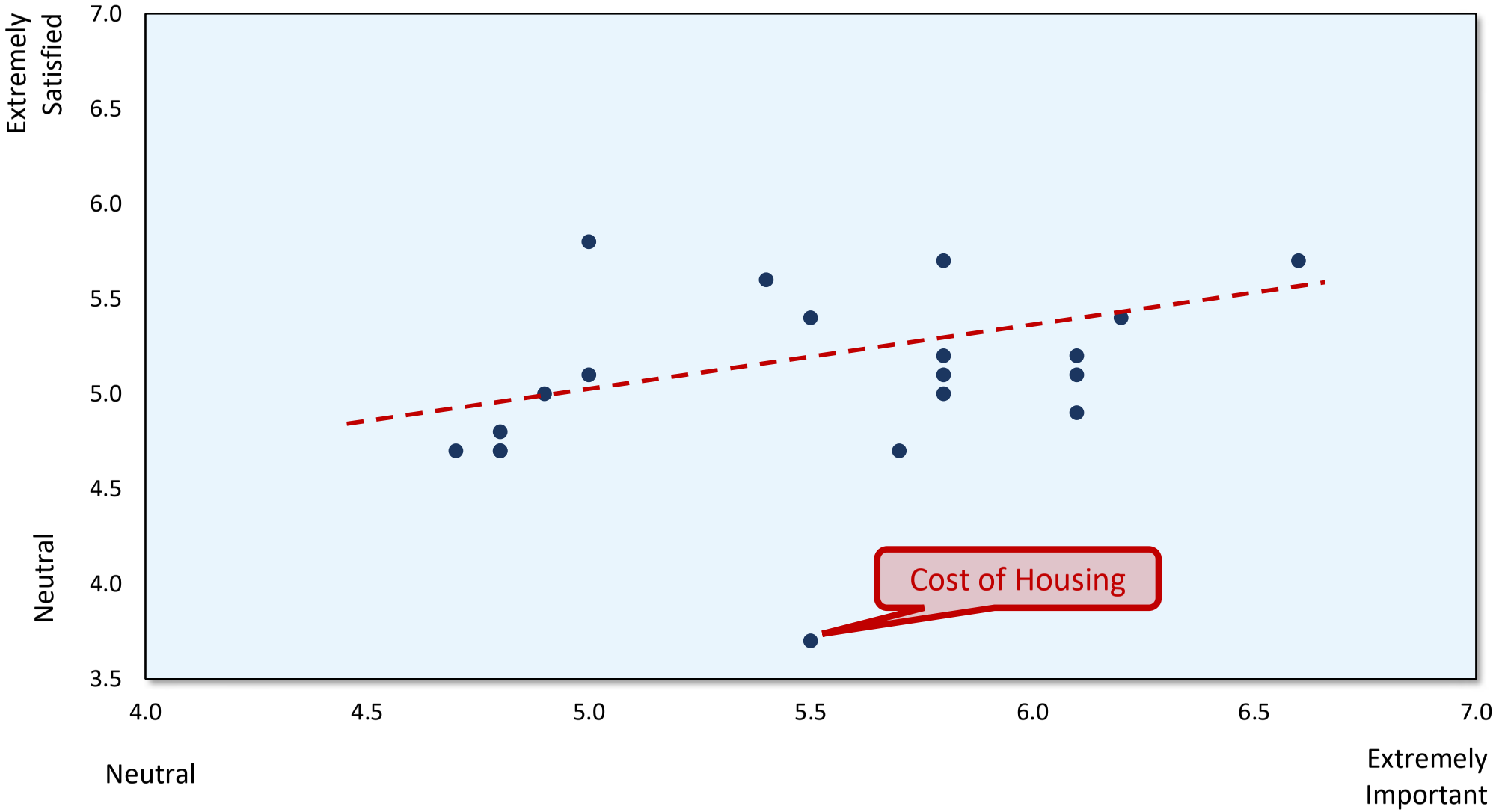
672

Satisfaction with proximity to wineries outpaces its perceived importance (to some extent)…



673

...while satisfaction levels with housing costs are lower than similarly importance factors.

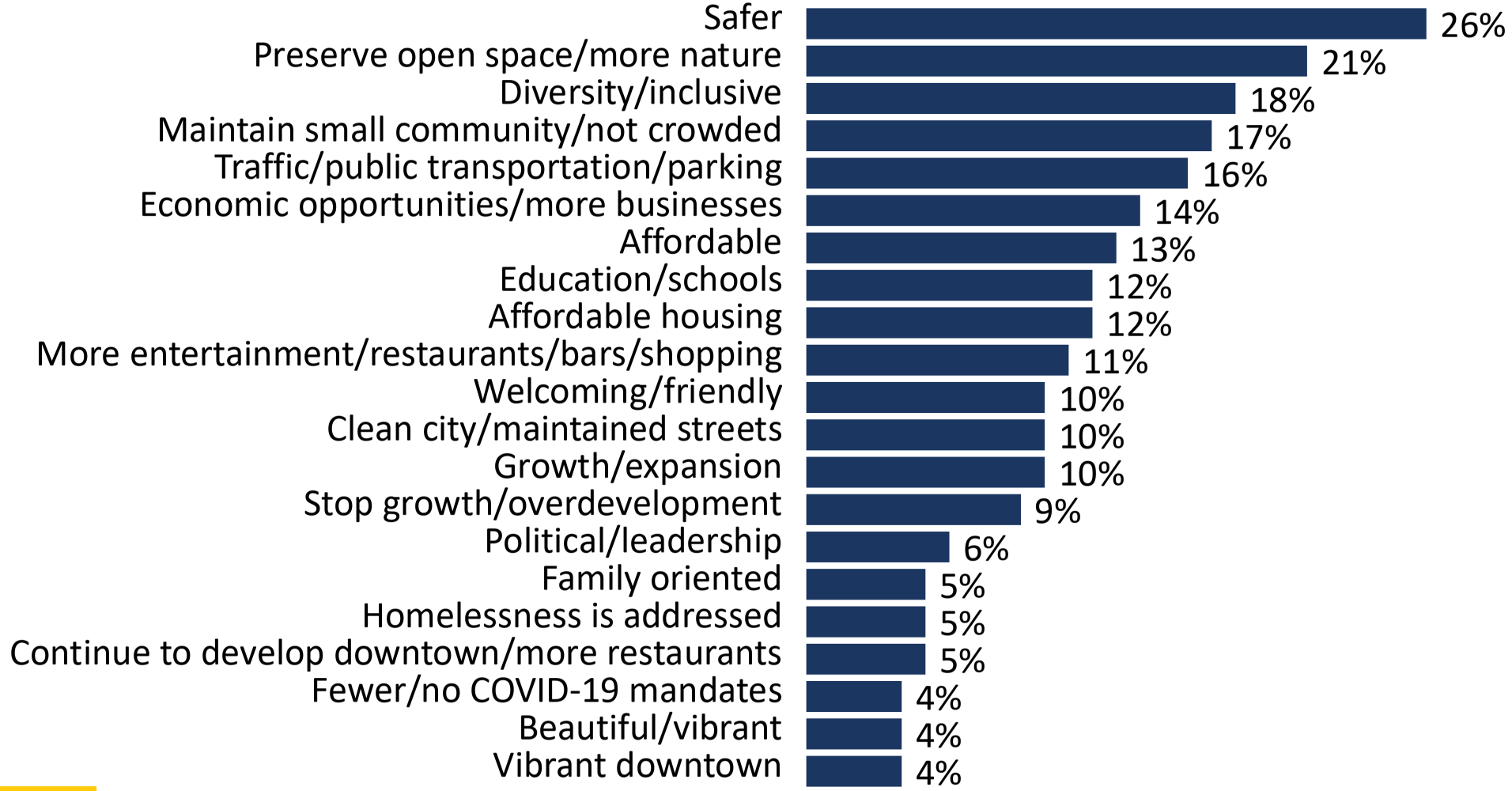


674

General Plan Vision

Residents want to see Livermore as safer, with open space and diversity, in 2045.

Which three words or phrases best describe what you want to see Livermore be like in 2045?
(Open-ended, 4% and Above Responses Shown)



FM3 RESEARCH

Q8.

676

Livermore Resident Vision for 2045



Guiding Principle Statements (Ranked in Order of Importance)

(EQUITY) I want all Livermore residents, regardless of their circumstances, to have equal access to City services and infrastructure.

(INCLUSIVITY) I want a Livermore in which all residents have a voice in shaping the direction of the City.

(PROSPERITY) I want Livermore to have a diverse and thriving economy with different types of homes, jobs, recreation, lifelong learning opportunities, and services for both current and future generations.

(DIVERSITY) I want a Livermore that respects our diverse cultural, religious, and political backgrounds, and that welcomes and supports all ages, incomes, and abilities.

(BALANCE) I want a Livermore that prioritizes both well-designed development and thoughtful preservation.

(SUSTAINABILITY) I want Livermore's actions to contribute to our social, economic, and environmental sustainability.

(RESILIENCE) I want Livermore to be strong and resilient and able to adapt to a changing world.

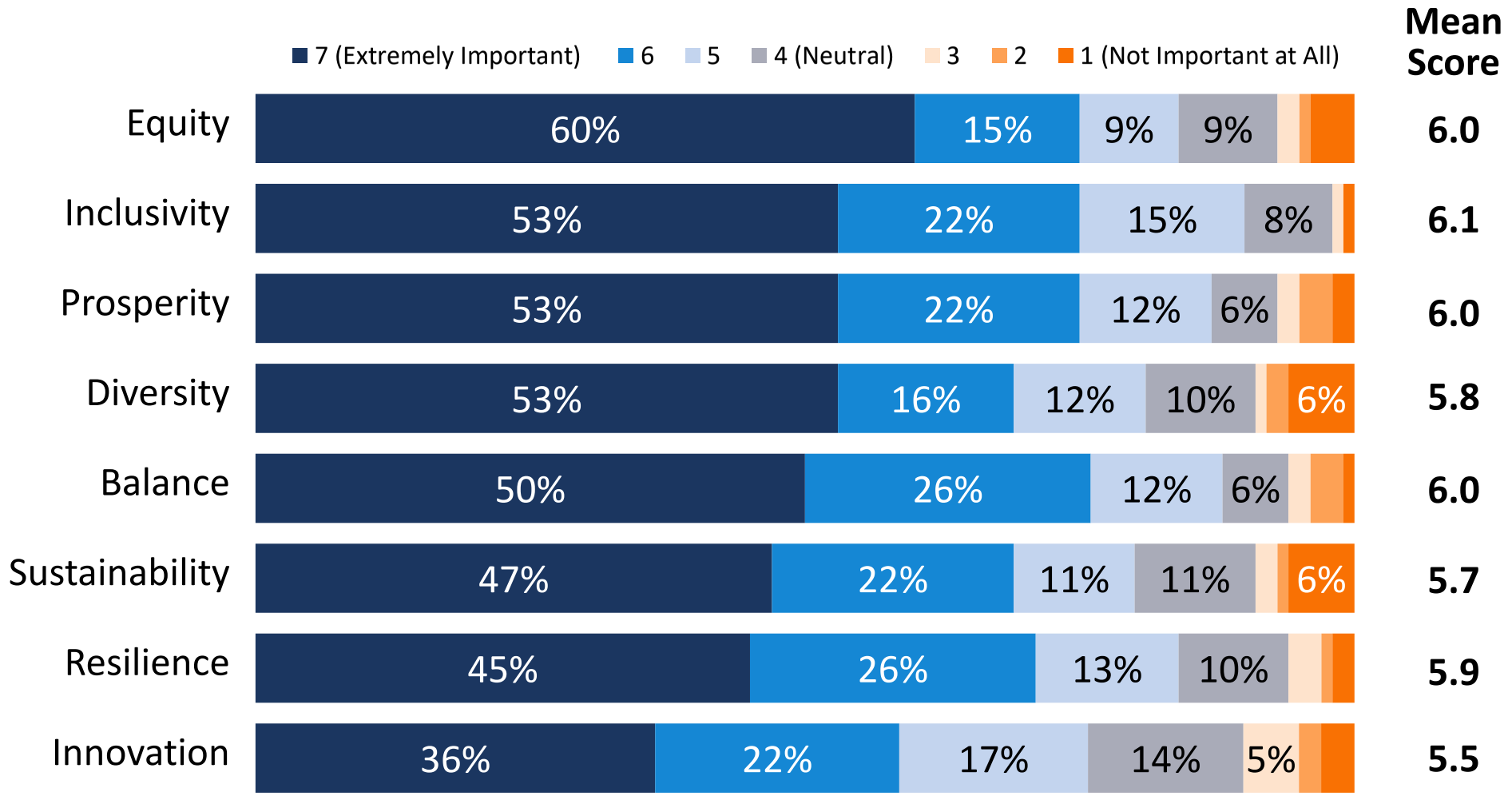
(INNOVATION) I want an innovative Livermore that thinks boldly, fosters new ideas, and generates opportunity.

Q9. I am going to read you a series of statements about the kind of City you want Livermore to be in the future. Please rate how important that statement is to you, where a 7 is "extremely important" and a 1 is "not important at all." 4 on this scale is neutral.

678

Equity, inclusivity, prosperity and diversity are key guiding principles.

I am going to read you a series of statements about the kind of City you want Livermore to be in the future. Please rate how important that statement is to you, where a 7 is "extremely important" and a 1 is "not important at all." 4 on this scale is neutral.



FM3 RESEARCH

Q9.

679

These are ranked similarly by age and gender, with women 50+ valuing balance more.

(7: Extremely Important)

Statement	All Residents	Men by Age		Women by Age	
		Ages 18-49	Ages 50+	Ages 18-49	Ages 50+
Equity	**60%**	62%	52%	61%	60%
Inclusivity	**53%**	45%	57%	53%	62%
Prosperity	**53%**	52%	47%	56%	55%
Diversity	**53%**	57%	42%	55%	54%
Balance	**50%**	45%	49%	46%	64%
Sustainability	**47%**	42%	38%	53%	50%
Resilience	**45%**	46%	39%	44%	51%
Innovation	**36%**	36%	32%	34%	41%

Q9. I am going to read you a series of statements about the kind of City you want Livermore to be in the future. Please rate how important that statement is to you, where a 7 is "extremely important" and a 1 is "not important at all." 4 on this scale is neutral.

680

API residents value diversity and inclusion more that those in other groups.

(7: Extremely Important)

Statement	All Residents	Race/Ethnicity			
		White Residents	Latino Residents	Asian/ Pacific Islander Residents	*All Residents of Color*
Equity	**60%**	59%	67%	58%	*64%*
Inclusivity	**53%**	51%	57%	64%	*57%*
Prosperity	**53%**	54%	55%	47%	*54%*
Diversity	**53%**	52%	54%	67%	*61%*
Balance	**50%**	52%	43%	54%	*48%*
Sustainability	**47%**	48%	49%	45%	*47%*
Resilience	**45%**	46%	48%	46%	*45%*
Innovation	**36%**	35%	41%	44%	*41%*

Q9. I am going to read you a series of statements about the kind of City you want Livermore to be in the future. Please rate how important that statement is to you, where a 7 is "extremely important" and a 1 is "not important at all." 4 on this scale is neutral.

681

Lower-income households assign a higher value to all principles except resilience and balance.

(7: Extremely Important)

Statement	All Residents	Household Income				ZIP Code	
		<$100,000	$100,000-$150,000	$150,000-$250,000	$250,000+	94550	94551
Equity	**60%**	69%	61%	58%	57%	56%	65%
Inclusivity	**53%**	66%	47%	53%	49%	52%	56%
Prosperity	**53%**	64%	49%	55%	42%	51%	54%
Diversity	**53%**	68%	45%	52%	56%	54%	52%
Balance	**50%**	49%	45%	55%	53%	53%	46%
Sustainability	**47%**	58%	40%	46%	43%	45%	48%
Resilience	**45%**	49%	46%	44%	35%	42%	50%
Innovation	**36%**	42%	29%	33%	29%	34%	37%

Q9. I am going to read you a series of statements about the kind of City you want Livermore to be in the future. Please rate how important that statement is to you, where a 7 is "extremely important" and a 1 is "not important at all." 4 on this scale is neutral.

682

Conclusions

Conclusions

- Residents like living in Livermore overall, and broadly approve of City leadership.
- They characterize the city as welcoming, friendly, and a good place to raise families in their own words. Many people mention wine country and the sense of Livermore having a uniquely small-town feel while being connected to the greater Bay Area and all that provides.
- When we provide phrases for them to react to, some of the same themes rise to the top: "a good place to raise a family," "great location," and "welcoming" were seen as good descriptors of the city.
- When they look to their vision for 2045, residents want a City that has many of the same qualities it has now: safe, with open space and a small-town feel.
- However, as with many Bay Area cities, Livermore is not seen as "affordable," particularly by its younger residents. The cost of housing is also a key area where they feel dissatisfied, and when asked what issues they want the City to prioritize, housing and homelessness top the list. At the same time, a smaller group of residents are concerned about the pace or look of development, particularly in the downtown area.
- Residents most strongly valued feeling safe, having clean air, good schools, and being able to travel safely by bicycle and walking. Innovation, events/concerts, and architectural quality are lower priorities when it comes to quality of life.
- Inclusivity, equity, diversity and prosperity are key priorities for younger residents and residents of color.

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Miranda Everitt
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MEMORANDUM

DATE November 19, 2021

TO Livermore City Council

FROM Joanna Jansen and Carey Stone

SUBJECT Summary of General Plan Advisory and Planning Commission Comments on Draft Vision Statement and Guiding Principles.

This memorandum summarizes the General Plan Advisory Committee (GPAC) and Planning Commission comments on the Draft Vision Statement and Guiding Principles. The GPAC reviewed and commented on the Draft Vision Statement and Guiding Principles during a special meeting of the GPAC on Wednesday, October 27, 2021. The Planning Commission provided comments during a regularly scheduled meeting held on Tuesday, November 16, 2021.

VISION COMMENTS

Overall Comments

General Plan Advisory Committee

- Use more aspirational terminology to connote we are working toward achieving something. The current language feels neutral and focused on what we seek to maintain, not what we are striving towards.
- Add the concept of resiliency throughout the Vision and Guiding Principles, such as resilient water supply, resilient energy supply, a resilient economy, and resilient residents who have stable housing.
- Honor Native Americans in the Vision Statement or Guiding Principles.

Planning Commission

- Planning Commissioners generally agreed with the GPAC recommendations on the Draft Vision Statement and Guiding Principles.
- Draft Vision Statement is a good starting place, but reads like a list of items. It should have more emotional resonance.
- Vision statement should be aspirational, but
  should fall somewhere in between what can be achieved by 2045 and something that is more visionary.

- City Council should watch the GPAC and Planning Commission discussions of the Draft Vision Statement and Guiding Principles.
- Vision can only be achieved through regional coordination with other jurisdictions.
- Should safety be a guiding principle?

Vision Statement

General Plan Advisory Committee

- "Safe" could be a loaded term; add "safe and welcoming <u>for all."</u>
- Some GPAC members did not like the term "big heart." Other GPAC members thought it captured Livermore well.
- Add more in the vision about protecting the natural environment.
- Reflect agriculture as something that is actively happening:
    - The community values its agricultural <u>sector</u> ~~heritage~~ and natural open spaces surrounding the city.
- Expand vision statement to focus beyond downtown:
    - Residents and visitors enjoy a vibrant, active, clean <u>city</u> ~~downtown~~.
- Consider whether there may be multiple downtown-like areas in Livermore in 2045.
- Change the last sentence to "Residents <u>honor</u> ~~remember~~ Livermore's small-town roots…."
- Add that Livermore will be a caretaker of the climate. Put this in the Vision Statement as opposed to folding it into Sustainability (which was also suggested).
- Add the word "unique" to describe Livermore.
- Mention transit in the Vision Statement.
- Acknowledge Livermore as a science/tech hub.
- Underscore the importance of partnerships in achieving the vision, such as between the City and the Livermore Area Recreation and Park District or Livermore Valley Joint Unified School District.
- Reflect how Livermore collaborates and works together; the city is at its best when we work for the common good.
- Reflect the importance of maintaining Livermore's high quality of life.
- Add that "the City shall continue to be a place that supports the arts and encourages all its residents to make the arts and sciences a part of their everyday lives."
- Find a way to mention "craft" in the vision. There are many different forms and meanings of "craft" in Livermore.

Planning Commission

- Incorporate "good place to raise a family" somewhere in the vision statement.
- Mention science and arts and cultural amenities.
- Incorporate jobs-housing match.
- Consider acknowledging the challenges the city faces.
- Agree with GPAC suggestion to add "collaborative spirit" somewhere in the vision statement.
- Agree with GPAC suggestion to change "Residents honor ~~remember~~ Livermore's small-town roots…."
- Expand the reference to the downtown to be about the entire city or commercial spaces.
- State that "mobility will be convenient, safe, and rapid" instead of calling out the specific mode as transportation technologies are constantly evolving.
- Planning Commissioners had differing opinions about the GPAC's suggestion to change "agricultural heritage" to "agricultural sector." One Commissioner preferred heritage, and one Commissioner preferred sector although thought that there could be a better word than sector.
- Add active wording about what we will do to preserve agricultural heritage.
- Mention biological diversity and how it connects to the open space we are trying to preserve.

GUIDING PRINCIPLES

Balance. We prioritize well-designed development and thoughtful preservation.

General Plan Advisory Committee

- This principle reflects community feedback about both honoring our history and creating welcoming spaces.

Planning Commission

- Make this statement broader, there are many things that need to be balanced such as housing costs, public services, City staff resources, etc.
- Balancing means finding the middle between two sides; well designed development and preservation are not mutually exclusive.

Equity. We provide everyone access to services they need and the opportunities to flourish in healthy homes and neighborhoods.

General Plan Advisory Committee

- GPAC members did not make any specific comments about this Guiding Principle.

Planning Commission

- Revise this statement so that opportunities comes first and then access comes second.
- Consider adding "We strive to provide…"
- Add "we provide and connect people to services"
- Consider adding "affordable, healthy homes"

Diversity. We welcome and celebrate everyone, respect and listen to all viewpoints, and ensure everyone has a voice in City decisions.

General Plan Advisory Committee

- GPAC members expressed both that this principle could name different groups within Livermore, and also that
- These groups could change over time and some would inevitably be left out and/or alienated.
- GPAC members suggested adding ""with a specific emphasis on the experiences and perspectives of historically under-represented or marginalized communities" but also acknowledged that this feels watered down.
- Add "seek out the voices of those who have been underserved."

Planning Commission

- Make the connection between diversity and the General Plan by adding "We welcome and celebrate everyone, try to make Livermore a welcoming city,…"
- Viewpoints that disrespect other viewpoints are out of bounds; consider revising to acknowledge this caveat.
- This statement should also speak to making Livermore a more diverse place, encouraging groups who don't live here currently to become residents.

Sustainability. We protect open spaces, integrate nature into the urban environment, minimize our negative impacts on the planet, and plan ahead to adapt to a changing climate.

General Plan Advisory Committee

- Edit to include "strive to eliminate ~~minimize~~ negative impacts…"
- Add "and potential global impacting events" at the end of the sentence.
- Acknowledge that we depend on science for decision-making.
- State that Livermore will be a responsible caretaker of the climate.
- This should also address the sustainability of water and power infrastructure.
- Use "abundant" resources, "wise resource management," or at least "there will not be chronic shortages of resources like water and power."

Planning Commission

- We also need economic/fiscal sustainability and a balanced budget.
- Protecting open spaces needs to be better defined. What are the tradeoffs with protecting open space? Housing affordability? Economic vitality?
- Add something about mitigating climate change.
- Add something about improving the planet in face of climate change by proactively reducing carbon emissions.
- Disagree with the GPAC wording about "strive to eliminate ~~minimize~~ negative impacts…" Eliminate is not the right word, we will do our best to reduce impacts.

Prosperity. We have excellent City services and infrastructure that support a thriving local economy where people come to work, shop, dine, and spend time at our parks and open spaces, wineries, and cultural venues.

General Plan Advisory Committee

- We have excellent City services and infrastructure…" sounds like we might not have excellent services in the future. Reword to say we *create*, *maintain*, or *assure* excellent City services.
- Note that services and infrastructure "support growing housing and population needs…"
- Add language that commits to continual improvement "We improve upon our excellent City services."
- Services and infrastructure should be "guided by fiscal sustainability." Fiscal responsibility means we will have to prioritize.

Planning Commission

- Add something about the reliability, resiliency, and security of water, electricity, and other resources.
- Liked GPAC suggestion to add "excellent City services and infrastructure guided by fiscal sustainability…."
- Add "local craft economy…"
- Add "parks and open spaces, wineries, breweries, and cultural venues."

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING THE 2045 GENERAL PLAN UPDATE VISION STATEMENT AND GUIDING PRINCIPLES

On March 1, 2021, the City prioritized the comprehensive update of the Livermore General Plan, including Housing Element and Programmatic Environmental Impact Report, to address changes in regional and state policy, market trends, and community preferences, to plan for growth and conservation for the next 25 years, and support and enhance Livermore quality of life.

On June 28, 2021, the City Council authorized a professional services agreement with PlaceWorks as the consultant team and directed staff to prepare and commence with the General Plan Update work program.

On June 28, 2021, the City authorized the formation of a General Plan Advisory Committee comprised of community members who live or work in Livermore to provide feedback and inform the General Plan Update.

On October 7, 2021, the City Council appointed 19 community members to the General Plan Advisory Committee.

From September through October 2021, the project team (made up of City and PlaceWorks staff) conducted a series of public engagement activities to solicit community input in the creation of the Draft General Plan Vision Statement.

On October 27, 2021, the General Plan Advisory Committee held a public meeting, received a presentation on the General Plan Draft Vision Statement and Guiding Principles, and provided their feedback to the project team.

On November 16, 2021, the Planning Commission held a public meeting, considered the Committee's feedback, public testimony, and staff recommendations, and adopted a resolution recommending the Council approve the Draft Vision Statement subject to the Commission's recommended revisions. The Planning Commission's Resolution No. 29-21 is attached to this resolution as Exhibit A.

On December 13, 2021, the City Council held a public meeting, considered the Committee's feedback, public testimony, and Planning Commission and staff recommendations for the proposed 2045 General Plan Update Vision Statement and Guiding Principles incorporating that feedback and the recommendations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Livermore approves the General Plan Vision Statement and Guiding Principles, attached hereto as Exhibit B.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on January 10, 2022, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Jason R. Alcala
Jason R. Alcala
City Attorney

Exhibit A – Planning Commission Resolution 29-21
Exhibit B – Vision Statement and Guiding Principles

EXHIBIT A

IN THE PLANNING COMMISSION OF THE CITY OF LIVERMORE STATE OF CALIFORNIA

A RESOLUTION RECOMMENDING APPROVAL OF

DRAFT 2045 GENERAL PLAN UPDATE VISION STATEMENT AND GUIDING PRINCIPLES

On March 1, 2021, the City prioritized the comprehensive update of the Livermore General Plan, including Housing Element and Programmatic Environmental Impact Report, to address changes in regional and state policy, market trends, and community preferences, to plan for growth and conservation for the next 25 years, and support and enhance Livermore quality of life.

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On November 16, 2021, the Planning Commission held a public meeting, considered the Committee's feedback, public testimony, and staff recommendations.

NOW THERFORE, BE IT RESOLVED that the Livermore Planning Commission, recommends the City Council approve the Vision Statement and Guiding Principles, subject to feedback from General Plan Advisory Committee and the following recommendations from Planning Commission:

- Use aspirational language
- Incorporate the General Plan Advisory Committee's comments
- Include economic sustainability in addition to environmental sustainability

- Integrate the concept of reliability, resiliency, and security of resources (i.e. water, electricity, etc.)
- Improve family-friendly wording
- Include other attributes: sciences, arts, cultural amenities, jobs, and breweries
- Expand the downtown statement to include other commercial spaces
- Revise agricultural heritage to an active statement
- Incorporate biological diversity into open space preservation

The documents that constitute the record of proceedings upon which this decision is based can be found in the Community Development Department 1052 S. Livermore Avenue, in Livermore, California.

On the motion by Commissioner Leary, seconded by Commissioner Branning, the foregoing Resolution was adopted at the Planning Commission meeting of November 16, 2021, by the following vote:

AYES: ANDERSON, BRANNING, DUNBAR, LEARY, STEIN.
NOES: NONE.
ABSENT: NONE.

Jacob Anderson, Chairperson

by Steve Stewart, Planning Manager
Secretary to the Planning Commission

Vision

In 2045, Livermore is safe and welcoming for all. Residents and visitors enjoy a vibrant, active, clean downtown, complemented by commercial districts distributed throughout the city's various neighborhoods. Known for a healthy economy, Livermore supports a diverse variety of local jobs including those in science and technology, arts and trades, and agriculture. Livermore is recognized for its public art and cultural amenities, which are enjoyed by the local community and visitors alike. Individuals and families of all types and income levels find diverse housing choices close to shopping and entertainment, jobs, well-maintained parks, and exceptional schools.

Residents and visitors value clean energy, water, and air that contribute to Livermore's high quality of life. Everyone appreciates the availability of pleasant, convenient, zero-emission mobility and enjoys a variety of travel options. People walk and bike on paths, sidewalks, and trails for errands, to meet their daily needs, and for fun.

In 2045, Livermore is a unique community with a big heart where families and individuals flourish, and diverse people work together for the common good. Neighbors cultivate a connection to their city and to each other fostering a close-knit community where civic life and opportunity thrive.

Guiding Principles



Balance

We prioritize well-designed development and thoughtful preservation and collaborate to choose carefully among the tradeoffs inherent in progress.



Diversity

We welcome and celebrate everyone, respect and listen to differing viewpoints, seek out the voices of those who have been underserved, and ensure everyone has a say in City decisions.



Equity

We provide everyone access to services they need and the opportunities to flourish in healthy homes and neighborhoods.



Prosperity

We have excellent City services and infrastructure that support a thriving local economy where people come to work, shop, dine, and spend time at our parks and open spaces, wineries, and cultural venues.



Sustainability

We protect open spaces, integrate nature into the urban environment, minimize our negative impacts on the planet, and plan ahead to adapt to a changing climate.



Resiliency

We plan ahead to adapt to a changing climate, manage resources wisely, and ensure the stability of our homes, businesses, energy, and infrastructure.



Integrity

We recognize the Ohlone people as the original stewards of this area and honor small-town roots as we plan for future generations.

Declaración de la visión

En 2045, Livermore es seguro y acogedor para todos. Los residentes y visitantes disfrutan de un centro vibrante, activo y limpio, complementado por distritos comerciales distribuidos en los diversos vecindarios de la ciudad. Conocido por una economía saludable, Livermore apoya una variedad de trabajos locales, incluidos los trabajos de ciencia y tecnología, artes y oficios, y agricultura. Livermore es reconocido por su arte público y servicios culturales, que son disfrutados por la comunidad local y los visitantes por igual. Las personas y las familias de todos los tipos y niveles de ingresos encuentran diversas opciones de vivienda cerca de tiendas y entretenimiento, trabajos, parques bien mantenidos y escuelas excepcionales.

Los residentes y visitantes valoran la energía, el agua y el aire limpio que contribuyen a la alta calidad de vida de Livermore. Todos aprecian la disponibilidad de una movilidad agradable, conveniente y de cero emisiones y disfrutan de una variedad de opciones de viaje. La gente camina y anda en bicicleta por rutas, aceras y senderos para hacer mandados, para satisfacer sus necesidades diarias y para divertirse.

En 2045, Livermore es una comunidad única con un gran corazón donde las familias y las personas florecen, y diversas personas trabajan juntas por el bien común. Los vecinos cultivan una conexión con su ciudad y entre sí fomentando una comunidad muy unida donde la vida cívica y las oportunidades prosperan.

Principios rectores

Equilibrio
Priorizamos el desarrollo bien diseñado y la preservación cuidadosa y colaboramos para elegir cuidadosamente entre las compensaciones inherentes al progreso.

Diversidad
Damos la bienvenida y celebramos a todos, respetamos y escuchamos diferentes puntos de vista, buscamos las voces de aquellos que han sido desatendidos y nos aseguramos de que todos tengan voz en las decisiones de la Ciudad.

Equidad
Creamos oportunidades para prosperar en hogares y vecindarios saludables y conectamos a las personas con los servicios que necesitan.

Prosperidad
Nos sentimos orgullosos de nuestros excelentes y fiscalmente seguros servicios e infraestructura de la Ciudad que apoyan a una población en crecimiento y una economía local abundante y adaptable donde las personas vienen a trabajar, comprar, cenar y pasar tiempo en nuestros parques y espacios abiertos, bodegas, cervecerías y lugares culturales.

Sostenibilidad
Protegemos los espacios abiertos por su valor escénico, hidrográfica, biológico y recreativo, integramos la naturaleza en el entorno urbano, minimizamos nuestros impactos negativos a la planeta y reducimos proactivamente nuestras emisiones de gases de efecto invernadero. Utilizamos nuestros recursos financieros de manera productiva y a un ritmo manejable.

Resiliencia
Planificamos con anticipación para adaptarnos a un clima cambiante, administrar los recursos sabiamente y garantizar la estabilidad de nuestros hogares, negocios, energía e infraestructura.

Integridad
Reconocemos al pueblo Ohlone como los administradores originales de esta área y las raíces de la pequeña ciudad mientras planeamos para las generaciones futuras.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 7.3**

DATE: January 10, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Discussion and direction on Livermore's preferred approach regarding the Livermore Amador Valley Transit Authority's draft Zero Emission Bus Fleet Transition Study.

RECOMMENDED ACTION

Staff recommends City Council receive the presentation and provide direction to the Livermore representatives on the Livermore Amador Valley Transit Authority Board of Directors on Livermore's preferred approach to transition to a zero-emission bus fleet.

SUMMARY

On October 11, 2021, the City Council requested an overview of the Livermore Amador Valley Transit Authority (LAVTA) Zero-Emission Bus Study. LAVTA will present the Livermore Amador Valley Transit Authority's draft Zero Emission Bus Fleet Transition Study at tonight's meeting. The City Council may provide direction to the City's LAVTA Board representatives on Livermore's preferred approach to transition to zero-emission busses.

DISCUSSION

In December 2018, the California Air Resources Board (CARB) approved the new Innovative Clean Transit regulation, requiring the state’s public transit agencies to transition to all zero-emission bus purchases by 2030 and submit a board-approved zero-emission bus rollout plan to CARB by July 1, 2023. The new CARB regulation requires LAVTA’s new bus purchases to be a minimum of 25% zero-emission buses beginning in 2026 and ramping up to 100% zero-emission buses in 2029, with the goal of transitioning the state’s entire transit fleet to 100% zero-emission fleet by 2040.

At the October 11, 2021 meeting, the City Council requested that the Livermore Amador Valley Transit Authority's draft Zero Emission Bus Fleet Transition Study be placed on the agenda of a future Council meeting for discussion prior to the LAVTA Board taking any action on the item. A LAVTA representative will present the draft study at tonight's meeting. The City Council may ask questions and provide direction to the City's LAVTA Board representatives on Livermore's preferred approach to transition to zero-emission busses. The LAVTA Board is expected to review this item at their February 7, 2022

meeting.

FISCAL AND ADMINISTRATIVE IMPACTS

None.

ATTACHMENTS

1. Draft LAVTA ZEB Transition Master Plan

Prepared by: Julie Chiu
Associate Civil Engineer

Approved by:

Marc Roberts
City Manager

Fiscal Review by:

Bhavna Chaudhary
City Treasurer/Finance Manager

ATTACHMENT 1

Livermore-Amador Valley Transit Authority Zero-Emission Bus Fleet Transition Study

Presented by: The Center for Transportation and the Environment

Date: August 11, 2021

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Executive Summary

Livermore-Amador Valley Transit Authority (LAVTA) engaged the Center for Transportation and the Environment (CTE) to perform a zero-emission bus (ZEB) transition study in May 2020. The study's goal is to create a plan for a 100% zero-emission fleet by 2040 to comply with the Innovative Clean Transit (ICT) regulation enacted by the California Air Resources Board (CARB). The results of the study will inform LAVTA Board members and LAVTA staff of the estimated costs, benefits, constraints, and risks of the transition to a zero-emission fleet and will guide future planning and decision-making.

On December 14, 2018, CARB enacted the ICT regulation, setting a goal for California public transit agencies to have 100% zero-emission fleets by 2040. The ruling specifies the percentage of new bus procurements that must be zero-emission for each year of the transition period (2023 – 2040). Those annual percentages are outlined in **Table 1** below.

Table 1 - ICT ZEB Percentage Requirements

Starting January 1	ZEB Percentage of Total New Bus Purchases
2026	25%
2027	25%
2028	25%
2029	100%

This schedule lays out a pathway to reaching 100% zero-emission fleets in 2040 based on a 12-year projected lifespan for a transit bus. There is the opportunity to request waivers, however, that allow purchase deferrals in the event of economic hardship or if zero-emission technology has not matured enough to meet the service requirements of a given route. These concessions recognize that zero-emission technologies may cost more than current internal combustion engine (ICE) technologies on a lifecycle basis and that zero-emission technology may not currently be able to meet all service requirements.

Zero-emission technologies considered in this study include battery-electric buses (BEB) and hydrogen fuel cell electric buses (FCEB). BEBs and FCEBs have similar electric drive systems that feature a traction motor powered by a battery. The primary differences between BEBs and FCEBs are the respective amount of battery storage and the method by which the batteries are recharged. The energy supply in a BEB comes from electricity provided by an external source,

typically the local utility's electrical grid, which is used to recharge the batteries. The energy supply for an FCEB is on-board the bus, where hydrogen, stored in tanks, is converted to electricity using a fuel cell. The electricity from the fuel cell is used to recharge the batteries. The electric drive components and energy source for a BEB and FCEB are illustrated in **Figure 1.**

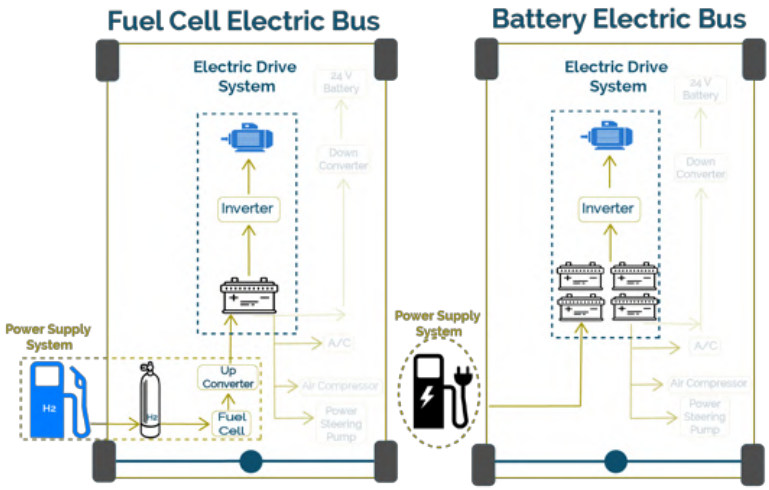


Figure 1 – Battery and Fuel Cell Bus Schematic

CTE worked closely with LAVTA staff throughout the project to develop an approach, define assumptions, and confirm the results. The approach for the study is based on analysis of three ZEB technology scenarios compared to a baseline scenario:

1. Baseline
2. BEB Only
3. Mixed Fleet: BEB and FCEB
4. FCEB Only

To accurately project service feasibility for each of these zero-emission technologies, CTE then assessed the block achievability of LAVTA's current service schedules. Block achievability is determined by comparing the estimated energy required to operate a BEB on a given block to the usable onboard energy storage capacity of the bus. If the block energy requirement exceeds the onboard storage capacity, the block is considered unachievable. If the block energy requirement does not exceed the usable onboard storage capacity, the block is considered to be achievable. Although not a zero-emission scenario, this study also includes a baseline scenario that is used to compare the cost of a ZEB transition to a "business-as-usual" case (i.e., without the need to meet ICT requirements).

The BEB Only scenario was developed to model a fleet option with a fleet consisting entirely of battery electric buses that can meet existing service range requirements. Fleets consisting of BEBs that only charge at a depot may not be able to meet the range requirements of many routes and require additional time returning to the depot to charge. These constraints would necessitate additional bus purchases to cover the charging times. On-route charging mitigates the possible need for additional bus purchases by extending the range of in-service buses and

reducing the depot time necessary for charging. A uniform technology throughout the fleet allows for the installation of a single fueling technology at the depot. The challenges of on-route charging are finding space along the routes for chargers and the additional costs of land acquisition, equipment, and infrastructure installation.

A Mixed Fleet: BEB and FCEB scenario was developed with the assumption that all of the blocks that could be achieved with depot only charged BEBs. Because the range of FCEBs exceeds that of BEBs, FCEBs are capable of completing blocks that BEBs cannot and are modeled therefore to replace ICE buses at a 1:1 ratio. FCEBs and hydrogen, however, are more expensive than BEBs and electricity, so a mixed fleet allows an agency to use the less expensive BEB technology where possible and cover service needs with FCEBs as needed. A mixed fleet is also more resilient to service interruptions if either fuel becomes temporarily unavailable. For agencies such as LAVTA that operate only one depot, however, mixed fleets present the spatial challenge of hosting both infrastructure types in one depot.

The FCEB scenario was developed to help identify benefits and mitigate challenges associated with switching the entire fleet to fuel cell technology. An FCEB fleet could replace ICE buses on a 1:1 ratio and avoids the need to install two types of fueling infrastructure or purchase additional land for on-route charging. A FCEB fleet, however, lacks the redundancy provided by diverse fuels that a mixed fleet utilizes. Additionally, the cost of the buses and fuel for this scenario make an FCEB fleet the most expensive option despite the savings in infrastructure costs compared to a large-scale fleet transition to BEBs.

Improvements in technology are expected, but there is no indication of when BEB technology may improve to the point of one-for-one replacement of internal combustion engine buses or when the cost of FCEBs and hydrogen fuel will decrease to cost-competitive levels. Given these unknowns and the possible rapid changes in zero-emission technologies as interest in the field grows, this study presents a range of estimated costs that can be expected for LAVTA's ZEB fleet transition.

The underlying basis for the assessment is CTE's ZEB Transition Planning Methodology, a complete set of analyses used to inform agencies planning the conversion of their fleets to zero-emission technologies. The methodology consists of data collection, analysis, and evaluation stages; these stages are sequential and build upon findings in previous steps. In the evaluation stage, CTE assesses energy efficiency and energy use by the buses to calculate the distance that a bus will be able to travel on a single charge or hydrogen fill. CTE collected sample data from eight of LAVTA's routes. Then, using generic ZEB battery capacity specifications for given bus lengths, CTE estimated range and energy consumption on all LAVTA routes and blocks under varying environmental and passenger load conditions. Once this information was established, CTE completed the following assessments to develop cost estimates for each of the three scenarios:

The **Fleet Assessment** develops a projected timeline for replacement of current buses with ZEBs that is consistent with the agency's fleet replacement plan. This assessment also includes a projection of fleet capital cost over the transition lifetime and it can be optimized with regard

to any state mandates, like CARB's ICT regulation, or to meet agency goals, such as minimizing cost or maximizing service levels.

The **Fuel Assessment** merges the results of the Service Assessment and Fleet Assessment to determine annual fuel requirements and associated costs. The Fuel Assessment calculates energy costs through the full life of the transition, including the agency's current fossil fuel buses. As current technologies are phased out in later years of the transition, the Fuel Assessment calculates the increasing energy requirements for ZEBs. The Fuel Assessment also provides a total energy cost over the transition lifetime.

The **Facilities Assessment** determines the necessary infrastructure to support the projected zero-emission fleet based on results from the Fleet Assessment and Fuel Assessment. The Facilities Assessment is calculated to meet the fleet procurement schedules defined in the Fleet Assessment and the and fueling capacity required based on the Fuel Assessments. The result shows quantities of hydrogen and battery electric infrastructure and calculates associated costs.

The **Maintenance Assessment** calculates all projected fleet maintenance costs over the life of the project. This includes costs related to existing fossil fuel buses remaining in the fleet, as well as new BEBs.

The **Total Cost of Ownership Assessment** compiles results from the previous assessment stages and provides a comprehensive view of all associated costs, over the transition lifetime. The table and figure below provide a side-by-side comparison of the cumulative transition costs for each scenario.

Table 2 - Total Cost of Ownership, by Scenario

Assessment Type	Baseline	BEB Only	Mixed Fleet: BEB and FCEB	FCEB Only
Fleet	$ 96,507,000	$ 133,274,000	$ 137,106,000	$ 150,188,000
Fuel*	$ 19,050,000	$ 19,965,000	$ 21,833,000	$ 30,399,000
Infrastructure	$ 0	$ 19,955,000	$ 14,427,000	$ 9,752,000
Maintenance	$ 22,902,000	$ 21,961,000	$ 23,536,000	$ 25,303,000
Total	**$ 138,459,000**	**$ 195,155,000**	**$ 196,902,000**	**$ 215,642,000**
% ZEB in 2040	**0%**	**100%**	**100%**	**100%**

*Excludes any potential LCFS credit revenue

Battery Electric Bus Only Scenario

As seen in **Table 2**, in an all BEB strategy, ZEB transition costs are likely to be $195 million for the BEB Only scenario (100% of LAVTA's fleet is replaced with BEBs by 2035 without adding additional buses). The costs shown in this graph increase over time because they are cumulative. The capital and maintenance costs for FCEBs exceed the additional costs from on-

route charging infrastructure and utility costs in the BEB scenario. The difference in cost between the Baseline and BEB scenario is largely the result of higher capital costs for BEBs compared to diesel-hybrid buses and the fact that infrastructure is already in place for diesel fueling. It should be noted that only 40-foot buses were considered in all ZEB transition scenarios. These parameters were based on LAVTA's current fleet structure and planned procurements, which include replacing 30-foot buses that are currently in their fleet with 40-foot buses going forward. Also, these bus lengths have passed Altoona testing and are thus allowable under the CARB ICT regulation.

Mixed Fleet: BEB and FCEB Scenario

The Mixed Fleet: BEB and FCEB scenario resulted in a total cost of approximately $197 million. Though the costs are less for a mixed fleet deployment than for the FCEB Only deployment, there is the added complexity of installing infrastructure for both fuel types. Since LAVTA has only one depot, the space constraint of installing both infrastructure types may be a challenge. Compared to ICE buses, ZEBs may require significantly less maintenance since their engines require no fluids and have fewer components to maintain.[1] It is possible then that a ZEB fleet would require fewer maintenance bays than an ICE fleet, possibly further reducing space constraints.

Fuel Cell Electric Bus Only Scenario

In the FCEB Only scenario, ZEB transition costs are estimated at $216 million for replacement of 100% of the fleet with FCEBs by 2035. A primary assumption for the FCEB Only scenario is that 40-foot fuel cell electric buses will be available during the entire transition period. It is expected that, due to the limited deployment of FCEBs in service in the United States, capital costs for these buses and hydrogen fuel costs will remain high in the near-term due to low market competition which is expected to change; however, more data is needed to adequately project these cost decreases. As such, this study uses current FCEB and infrastructure pricing for the entirety of the ZEB transition period.

For estimates of FCEB maintenance costs, CTE used data reported from Orange County Transit Authority's (OCTA) FCEB fleet of 10 New Flyer buses in their first year of operation. Fuel cell technology was new to OCTA and, as a result, the maintenance costs were higher than expected. OCTA does expect reductions in the long run. Given the necessary reliance on this early-adoption maintenance data, FCEB maintenance cost data has a wider error margin than BEB cost estimates. More concrete data will become available, and costs will likely fall as a larger number of fuel cell electric buses and hydrogen infrastructure are deployed. Significant investments in hydrogen infrastructure may take years to materialize, however.

[1] Eudy, Leslie and Matthew Jeffers. 2018. Zero-Emission Bus Evaluation Results: County Connection Battery Electric Buses. Golden, CO: National Renewable Energy Laboratory. NREL/TP-5400-72864. https://www.nrel.gov/docs/fy19osti/72864.pdf.

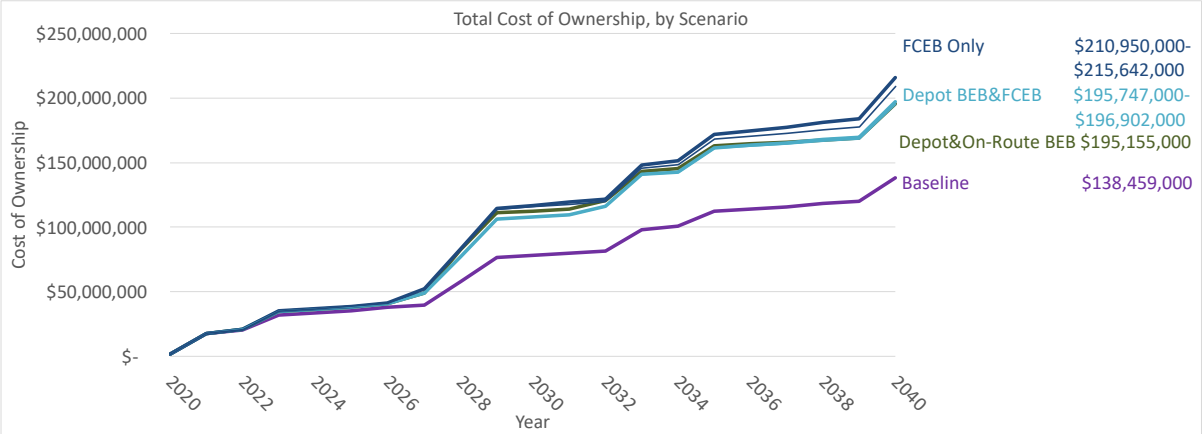


Figure 2 - Total Cost of Ownership, by Scenario

Recommendations

In addition to the uncertainty of technology improvements, there are other risks in trying to estimate costs over the 20-year transition period to consider. Although current BEB range limitations may be improved over time as a result of advancements in battery energy density and more efficient components, battery degradation may re-introduce range limitations, which is a cost and performance risk to an all-BEB fleet over time. In emergency scenarios that require use of BEBs, agencies may face challenges supporting long-range evacuations and providing temporary shelters in support of fire and police operations. Furthermore, fleetwide energy service requirements, power redundancy, and resilience may be difficult to achieve at any given depot in an all-BEB scenario. Although FCEBs may not be subject to these same limitations, higher capital equipment costs and availability of hydrogen may constrain FCEB solutions.

Given these considerations, the recommendations for LAVTA are as follows:

1. **Remain proactive with ZEB deployments:** LAVTA has been proactive in the purchase and deployment of BEBs through their ZEB Program. For successful fleetwide deployment, BEBs will require charge management software, hardware, and standards to manage the fleetwide transition. For FCEB deployment to be competitive, lower fuel costs that will evolve over time with the production of hydrogen at scale will be required. LAVTA should move forward thoughtfully, taking advantage of various grant and incentive programs to offset the incremental cost for ZEB deployment. Incentive programs may be eliminated in future years as ZEB procurements are required instead of being optional.
2. **Target specific routes and blocks for early ZEB deployments:** LAVTA should consider the strengths of given ZEB technologies and focus those technologies on routes and blocks that take advantage of their efficiencies and minimize the impact of the constraints related to the respective technologies. These technologies cannot follow a one-size-fits-all approach from either a performance or cost perspective. Matching the technology to the service will be a critical best practice. Results from early LAVTA ZEB deployment will help to inform these decisions.

The transition to ZEB technologies represents a paradigm shift in bus procurement, operation, maintenance, and infrastructure. It is only through a continual process of deployment with specific goals for advancement that the industry can achieve the goal of economically sustainable, zero-emission transportation sector.

1 Introduction

Beginning operation in 1986, LAVTA provides bus services to communities in the cities of Dublin, Livermore, Pleasanton and Alameda County. LAVTA's mission is "to provide equal access to a variety of safe, affordable and reliable public transportation choices, increasing the mobility and improving the quality of life of those who live or work in and visit the Tri-Valley area." LAVTA currently has one facility, located on Rutan Court, but will be moving to Atlantis Court by 2028:

1. LAVTA Current Facility: 1362 Rutan Court, Livermore, CA 94551
2. LAVTA Future Facility: 875 Atlantis Court, Livermore, CA 94551

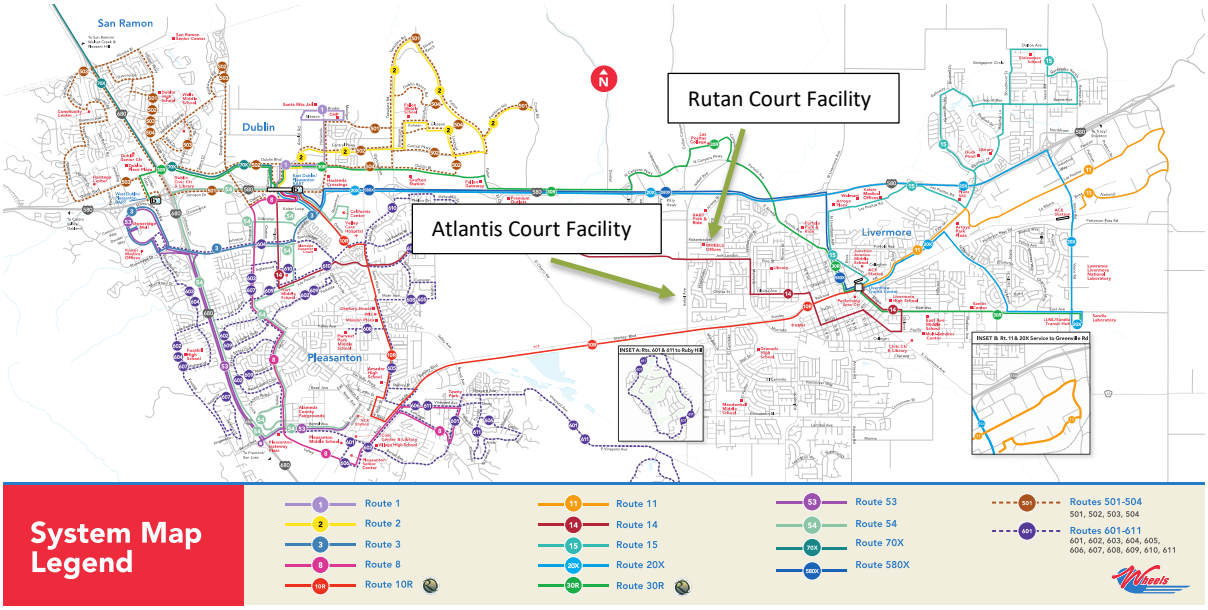


Figure 3 - LAVTA System Map Highlighting Facility Locations

LAVTA engaged CTE to perform a ZEB transition study in May 2020. The study's goal is to create a plan for a 100% zero-emission fleet by 2040 to comply with the Innovative Clean Transit (ICT) regulation enacted by California Air Resources Board (CARB). The results of the study will inform LAVTA Board members and LAVTA staff of the estimated costs, benefits, constraints, and risks of the transition to a zero-emission fleet and will guide future planning and decision-making.

Zero-emission technologies considered in this study include battery electric buses (BEBs) and hydrogen fuel cell electric buses (FCEBs). BEBs and FCEBs have similar electric drive systems that feature a traction motor powered by a battery. The primary differences between BEBs and FCEBs are the respective amount of battery storage and the method by which the batteries are recharged. The energy supply in a BEB comes from electricity provided by an external source, typically the local utility's electric grid, which is used to recharge the batteries. The energy supply for an FCEB is completely on-board, where hydrogen is converted to electricity within a fuel cell. The electricity from the fuel cell is used to recharge the batteries. The electric drive

components and energy source for a BEB and FCEB are illustrated in

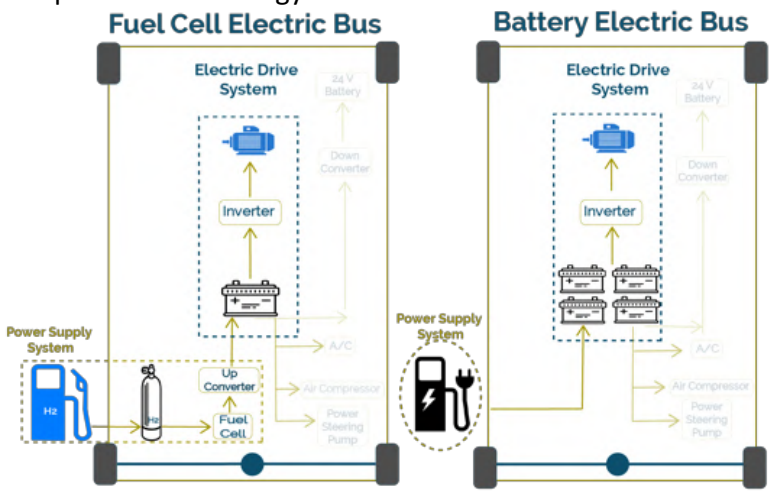


Figure 4 - Battery and Fuel Cell Electric Bus Schematic

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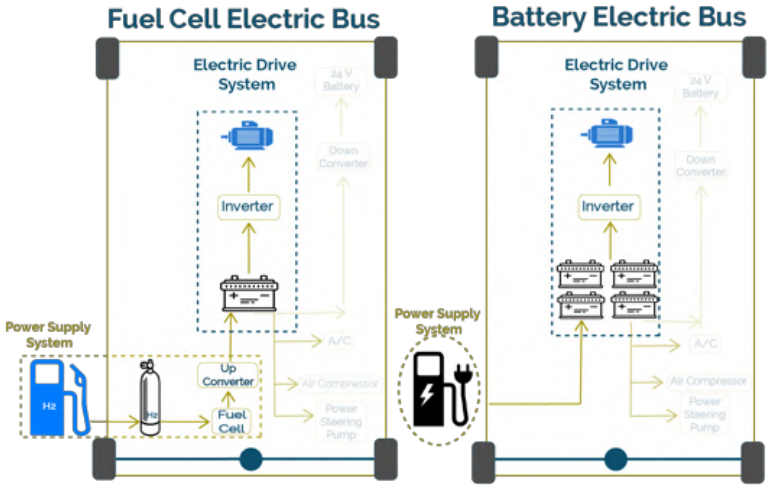


Figure 4 - Battery and Fuel Cell Electric Bus Schematic

CARB's Innovative Clean Transit Regulation

On December 14, 2018, CARB enacted the ICT regulation, requiring all California public transit agencies to purchase only ZEBs from 2029 onward, with partial ZEB purchasing requirements beginning in 2023 for large agencies, and 2026 for small agencies, with the goal of transitioning agencies to ZEB fleets. This section summarizes key elements of the ICT.

ZEB Purchase Requirements

LAVTA's fleet is designated as a small fleet by the California Air Resources Board (CARB) because the fleet does not exceed 100 vehicles at pullout. The ICT regulation requires that all

new bus purchases include a specified percentage of ZEBs in accordance with the following schedule:

Table 3 – CARB Innovative Clean Transit (ICT) ZEB Transition Timeline for Small Agencies

Starting January 1	Percent of New Bus Purchases	Purchase Discharge Criteria
2023		If 850 ZEBs by 12/31/2020
2024		If 1250 ZEBs by 12/31/2020
2025		-
2026	25%	-
2027	25%	-
2028	25%	-
2029	100%	-

New bus purchase requirements may be eliminated in 2023 and 2024 if a minimum number of buses are purchased by a specified date across all transit agencies in California. ZEB bonus credits do not count toward these milestones. Purchase of a cutaway bus, over-the-road bus, double-decker bus, or articulated bus may be deferred until either January 1, 2026 or until a model of a given type has passed the Altoona bus testing procedure and obtained a Bus Testing Report, regardless of if purchasing milestones are met or not.

ZEB Bonus Credits

Agencies may earn bonus credits for early acquisition of ZEBs, which may be used against future compliance requirements. To earn bonus credits, ZEBs must be placed into service according to the following schedule. Bonus credits expire on December 31, 2028.

Table 4 - ZEB Bonus Credits Applied to CARB ICT Transition Schedule

Technology	Placed in Service	ZEB Bonus Credit
BEB	Before January 1, 2018	1
FCEB	Before January 1, 2018	2
FCEB	January 1, 2018 to December 31, 2022	1

Since LAVTA does not plan to purchase any ZEBs until 2023, it will not be eligible to receive these credits for their purchases.

ZEB Rollout Plan

LAVTA is required to submit a ZEB Rollout Plan to CARB that has been approved by their governing board by July 1, 2023. ZEB Rollout Plans must include all of the following components:

- A goal of full transition to ZEBs by 2040 with careful planning that avoids early retirement of conventional internal combustion engine (ICE) buses;

- Identification of the types of ZEB technologies a transit agency is planning to deploy, such as battery-electric or fuel cell electric buses;
- A schedule for construction of facilities, infrastructure modifications, or upgrades including charging, fueling, and maintenance facilities to deploy and maintain ZEBs. This schedule must specify the general location of each facility, type of infrastructure, service capacity of an infrastructure, and a timeline for construction;
- A schedule for zero-emission and conventional ICE bus purchases and lease options. This schedule for bus purchases replacements must identify the bus types, fuel types, and number of buses;
- A schedule for conversion of conventional ICE buses to ZEBs, if any. This schedule for bus conversion must identify number of buses, bus types, the propulsion systems being removed and converted to;
- A description on how a transit agency plans to deploy ZEBs in disadvantaged communities as listed in the latest version of CalEnviroScreen at the time the Rollout Plan is submitted;
- A training plan and schedule for ZEB operators and maintenance and repair staff; and
- The identification of potential funding sources.

Exemptions

Agencies may request exemptions from ZEB purchase requirements in a given year due to circumstances beyond the transit agency's control. Acceptable circumstances include:

- Delay in bus delivery caused by setback of construction schedule of infrastructure needed for the ZEB;
- Available depot-charged BEBs cannot meet a transit agency's daily mileage needs;
- Available ZEBs do not have adequate gradeability performance to meet the transit agency's daily needs;
- When a required ZEB type for the applicable weight class [based on gross vehicle weight rating (GVWR)] is unavailable for purchase because the ZEB has not passed Altoona, cannot meet ADA requirements, or would violate any federal, state, or local regulations or ordinances;
- When a required ZEB type cannot be purchased by a transit agency due to financial hardship.

Reporting Requirements

Starting March 31, 2021 and continuing every year thereafter through March 31, 2050, each transit agency must submit an annual ICT ZEB compliance report by March 31 for the prior calendar year. The initial report must be submitted by March 31, 2021 and must include the number and information of active buses in the transit agency's fleet as of December 31, 2018.

2 ZEB Transition Planning

Methodology

This study uses CTE's ZEB Transition Planning Methodology, which is a complete set of analyses, used to inform agencies converting their fleets to zero-emission technology. The methodology consists of data collection and analysis and assessment stages; these stages are sequential and build upon findings in previous steps. The work steps specific to this study are outlined below:

1. Planning and Initiation
2. Requirements & Data Collection
3. Service Assessment
4. Fleet Assessment
5. Fuel Assessment
6. Facilities Assessment
7. Maintenance Assessment
8. Total Cost of Ownership Assessment

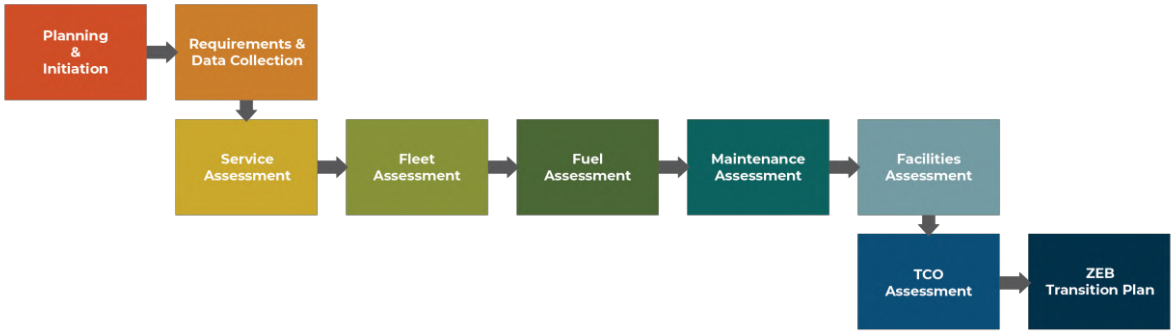


Figure 5 - CTE's ZEB Transition Study Methodology

The **Planning and Initiation** phase builds the administrative framework for the transition study. During this phase, the project team drafted the scope, approach, tasks, assignments and timeline for the project. CTE worked with LAVTA staff to plan the overall project scope and all deliverables throughout the full life of the study.

For the **Requirements & Data Collection,** CTE collected GPS data on selected LAVTA routes and used software models to estimate ZEB performance. The outputs from this modeling were used to estimate the achievability of serving every block in LAVTA's network using BEBs and FCEBs.

The **Service Assessment** phase initiated the data collection and technical analysis of the study. CTE met with LAVTA to define assumptions and requirements used throughout the study and to collect operational data. The results from the Service Assessment were used to guide ZEB procurement analysis in the Fleet Assessment and to determine energy requirements (depot charging, on-route charging, and/or hydrogen) in the Fuel Assessment.

The **Fleet Assessment** develops a projected timeline for replacing current buses with ZEBs that is consistent with the agency's fleet replacement plan. Multiple projection scenarios with different combinations of ZEB technologies are created. This assessment also includes a projection of fleet capital costs over the transition timeline, and it can be optimized for any state mandates like CARB's ICT regulation or agency goals such as minimizing cost or maximizing service levels.

The **Fuel Assessment** merges the results of the Service Assessment and Fleet Assessment to determine annual fuel requirements and associated costs. The Fuel Assessment calculates energy costs through the full transition timeline for each scenario, including the agency's current fossil-fuel buses. To more accurately estimate BEB charging costs, a focused Charging Analysis is performed to simulate daily system-wide charging use. As current technologies are phased out in later years of the transition, the Fuel Assessment calculates the increasing energy requirements for ZEBs. The Fuel Assessment also provides a total energy cost over the transition lifetime.

The **Facilities Assessment** determines the necessary infrastructure to support the projected zero-emission fleet based on results from the Fleet Assessment and Fuel Assessment. The Facilities Assessment is calculated for each scenario used in the Fleet and Fuel Assessments. The result shows quantities of hydrogen and battery-electric infrastructure and calculates associated costs.

The **Maintenance Assessment** calculates all projected fleet maintenance costs over the life of the project. This includes costs related to existing fossil-fuel buses remaining in the fleet, as well as new BEBs and FCEBs, calculated for each scenario.

The **Total Cost of Ownership Assessment** compiles results from the previous assessment stages and provides a comprehensive view of all associated costs, organized by scenario, over the transition lifetime.

Assessment Scenarios

The approach for this ZEB transition study is based on the creation and analysis of three scenarios, as well as a baseline:

0. Baseline
1. BEB Only
2. Mixed Fleet: BEB and FCEB
3. FCEB Only

Current battery electric bus technologies do not have the range to allow for a one-for-one replacement of all types of fossil-fuel buses. Technology and range improvements are expected; however, there are significant challenges to overcome, and the timeline to achieve the goal is uncertain. In many cases, if a transit agency were to maintain service levels after transitioning to a fleet of BEBs charged only at a depot, it would be necessary to replace conventional ICE buses at a 2:1 ratio to cover the range limitations and charging times of the new BEB fleet. Naturally, increasing fleet size to accommodate the 2:1 replacement ratio would result in

increased costs for purchasing, fueling, and maintaining additional buses and the additional infrastructure required to charge them. On-route charging provides an alternative to the larger fleet approach and, as such, the BEB Only scenario was developed to explore this alternative solution for deploying a ZEB fleet. In this scenario, BEBs are charged at the depots when not in-service and are charged on-route when necessary to complete service requirements.

The Mixed Fleet: BEB and FCEB scenario utilizes both battery electric and fuel cell electric technologies. The underlying assumption for the mixed scenario is that neither technology is suitable for 100% of the fleet replacement due to inherent constraints and that including both technologies allows for more flexibility. Additionally, using a mixed fleet of BEBs and FCEBs achieves a 100% zero-emission fleet without the need to add buses.

Finally, the FCEB Only scenario is based on the outputs of the Requirements Analysis, which found that FCEBs can meet all LAVTA's daily service requirements by block. This scenario examines the costs incurred by hydrogen fueling and transitioning to a 100% FCEB fleet.

Assessment Assumptions

Due to varying conditions over the course of a long-term fleet transition, it is necessary to establish a number of simplifying assumptions. These assumptions were developed based on discussions between CTE and LAVTA:

- Transition period is defined as achieving 100% ZEB fleet purchasing by 2040 to comply with the CARB ICT regulation;
- No change in fleet size will occur during the transition period except where necessary to maintain route achievability;
- Agency's planned procurements are included;
- A 12-year bus lifespan is assumed for future heavy-duty transit buses (i.e. buses are retired after 12 years of service);
- Costs are expressed in 2021 dollars with no escalation, and prices remain constant for the entire transition period;
- Current battery sizes for BEBs and fuel tank sizes for FCEBs are based on existing specifications for buses that have completed Altoona testing;
- A 5% improvement in battery capacity (for BEB) and efficiency (for FCEB) occurs every two years;
- A battery replacement will occur at the midlife of each heavy-duty transit BEB (six years), but the cost of this maintenance is included in the extended warranty cost; and
- A battery replacement and fuel-cell overhaul will occur at the midlife of each heavy-duty transit FCEB (six years) and the cost of this battery maintenance will also be included in the extended warranty. This cost is factored into the estimated maintenance costs as a sum expended in the year of vehicle purchase.

BEB-Specific Assumptions

Research by the US Department of Energy (DOE) suggests that battery density for electric vehicles has improved by an average of 5% each year.[2] For this study, considering the extended period of a complete fleet transition through 2040, CTE assumes a more conservative 5% improvement of battery density every two years. If the trend continues, buses will continue to increase the amount of energy they carry without incurring a weight penalty or reduction in passenger capacity.

Initially, as more BEBs entered the market, many believed that the costs of BEBs would continue to decrease due to higher production volumes and competition from new vendors. While cost decreases did occur for a time, costs appear to have leveled out in recent years. However, it should be also noted that vendors have added more battery storage over the same time period without increasing base costs.

The terms "fuel" and "energy" are used interchangeably in this assessment, as ZEB technologies do not always require traditional liquid fuel. In the case of BEBs, "fuel" is electricity and costs include energy, demand and other utility charges.

BEB labor and maintenance costs come from an analysis completed by the U.S. DOE National Renewable Laboratory (NREL).[3]

For infrastructure cost estimates, CTE and AECOM developed estimates for components of each project type to build up a total cost estimate by project type. Assumptions used for BEB infrastructure are shown in **Table 26**. Conceptual BEB Scenario layouts, prepared by AECOM, are provided in **Appendix A1** – LAVTA Depot Site Plans, **.**

FCEB-Specific Assumptions

FCEBs do not have the same range constraints as BEBs. Alameda-Contra Costa Transit District (AC Transit) and Orange County Transportation Authority (OCTA) have reported operational ranges for FCEBs up to 350 miles. Typically, FCEBs can more readily serve an agency's current blocks on a one-to-one basis with fossil fuel buses; however, costs of hydrogen fuel and bus capital costs create financial barriers to entry. This study assumes 5% bi-annual improvement in hydrogen tank size as a proxy for other component improvements such as battery capacity, motor efficiency, and fuel cell efficiency.

FCEB prices are expected to decrease over time as bus orders increase; however, CTE does not currently have an adequate basis to assume reduced costs for future FCEB purchases.

FCEBs are similar to fossil fuel buses in that they are fueled by a gaseous fuel— hydrogen—at a dispenser. In addition to the cost of the fuel itself, however, there are additional operational

[2] U.S. Department of Energy; LONG-RANGE, LOW-COST ELECTRIC VEHICLES ENABLED BY ROBUST ENERGY STORAGE, MRS Energy & Sustainability, Volume 2, Wednesday, September 9, 2015; https://arpa-e.energy.gov/?q=publications/long-range-low-cost-electric-vehicles-enabled-robust-energy-storage

[3] Eudy, Leslie and Matthew Jeffers. 2019. Foothill Transit Agency Battery Electric Bus Progress Report: Data Period Focus: Jul.2018 through Dec. 2018. Golden, CO: National Renewable Energy Laboratory. NREL/PR-5400-72209. https://afdc.energy.gov/files/u/publication/foothill_transit_beb_progress_rpt_5-2019.pdf.

costs for a hydrogen fueling station that must be considered. The fuel prices used in CTE's assessment were based on current prices at OCTA. These prices include fueling infrastructure maintenance, and delivery fees. CARB funded projects are also subject to a 33% renewables requirement, which mandates that 33% of the hydrogen delivered to OCTA must be produced with renewable energy, which further increases this price.

There is limited information on maintenance costs for FCEBs due to the limited number of buses in operation in the United States. Much of the information currently available comes from AC Transit, which has the largest FCEB fleet in the country. Unfortunately, many of these buses are older models that are past their warranty period and require expensive maintenance service from their European manufacturer, thus skewing the available dataset toward more expensive cases. CTE decided to model FCEB maintenance costs based on OCTA's FCEB fleet of 10 New Flyer buses during their first year of operation.

3 Requirements Analysis

Baseline Data Collection

Understanding the key elements of LAVTA's service is essential to evaluating the costs of a complete transition to a zero-emission fleet. LAVTA staff provided key data on current LAVTA service including the following:

- Fleet composition: vehicle propulsion types and lengths currently in operation
- Route and block information including distances and trip frequency
- Mileage and fuel consumption
- Maintenance costs

Fleet Composition

In 2020, the LAVTA bus fleet totaled 60 diesel hybrid buses including a six-bus contingency fleet. The fleet provided service on 31 fixed routes. A breakdown of the fleet by size is shown in **Table 5**. Bus services operate out of one depot, but since that depot will be moving, it is referred to as "Rutan" while the buses operate out of the Rutan Court depot and "Atlantis" when the ZEBs will operate out of the new facility at Atlantis Court. For the purposes of this document, that is assumed to be by 2028. Operations, maintenance, and fueling functions are performed at the depot.

Table 5 - Fleet Breakdown by Depot and Length

Depot	Bus Length (ft)			Total
	30'	35'	40'	
Rutan	17	10	33	60
Total	17	10	33	60

Routes and Blocks

LAVTA's current service consists of 31 routes run on 102 blocks, as detailed in **Table** 6.

Table 6 – Count of Blocks by Depot and Bus Length

Depot	Bus Length (ft)			Total
	30'	35'	40'	
Rutan	18	17	67	102
Total	18	17	67	102

Miles and Fuel Consumption

Data on LAVTA's current fuel use was collected and used to estimate energy costs throughout the transition period. This study assumes that no cost escalation for fuel occurs throughout the transition period. Annual fleet mileage and fuel use are shown in **Table 7** and **Table 8**.

Table 7 – Annual Service Miles by Depot and Bus Length

Depot	Bus Length (ft)			Total
	30'	35'	40'	
Rutan	583,020	523,565	983,851	2,090,436
Total	583,020	523,565	983,851	2,090,436

Table 8 – Annual Diesel Consumption by Depot and Bus Length [Diesel Gas Equivalence (DGE)]

Depot	Bus Length (ft)			Total (DGE)
	30'	35'	40'	
Rutan	111,029	113,724	192,186	416,938
Total	111,029	113,724	192,186	416,938

4 Service Assessment

The Service Assessment analyzes the feasibility of maintaining LAVTA's current level of service using BEB and FCEB buses. This assessment does not incorporate any plans for expansions except where necessary to maintain block achievability. The main focus of the Service

Assessment is the Block Analysis, which analyzes bus range limitations to determine if ZEBs could meet the service requirements of the blocks within the transition period. The energy needed to complete a block is compared to the available energy for the prospective bus type that is planned for the block. If the prospective bus's available energy exceeds the block's required energy, then that block is considered achievable for that ZEB type. The Service Assessment also outputs a timeline for when blocks become achievable for zero-emission buses as technology improves. This information is used to then inform ZEB procurements in the Fleet Assessment.

Bus efficiency and range are primarily driven by bus specifications; however, both metrics can be impacted by a number of variables including the route profile (i.e., distance, dwell time, acceleration, sustained top speed over distance, average speed, traffic conditions), topography (i.e. grades), climate (i.e. temperature), driver behavior, and operational conditions (e.g. passenger loads and auxiliary loads). As such, efficiency and range of a given BEB model can vary dramatically from one agency to another. Therefore, it is critical to determine efficiency and range estimates that are based on an accurate representation of LAVTA's operating conditions.

The first task in the Service Assessment is to develop route and bus models to run operating simulations for representative LAVTA routes. Rather than collecting data from all of LAVTA's routes, CTE used a sampling approach in which representative sample routes were identified based on topography and average speed characteristics. CTE then collected GPS data from 8 LAVTA routes that were identified for sampling. GPS data includes time, distance, bus speed, bus acceleration, GPS coordinates, and roadway grade. These variables were used to develop the route model. CTE used component-level specifications and the collected route data to develop a baseline performance model by simulating the operation of an electric bus on each route. Collecting data on and modeling every route in LAVTA's network would be ideal; however, this is impractical due to the amount of time and labor this approach would require.

The modeling outputs of the sample routes were then applied to all routes and blocks that share the same characteristics. Routes selected for the analysis are included in **Table 9** below. CTE uses Autonomie, a powertrain simulation software program developed by Argonne National Labs for the heavy-duty trucking and automotive industry. Within Autonomie, CTE modified software parameters to assess energy efficiencies, energy consumption, and range projections for electric buses specifically.

Table 9 – Selected Routes for Modeling

Depot	Hills/ Low Speed	Hills/High Speed	Flat/Low Speed	Flat/High Speed	Count
Rutan	503, 611		2, 8, 14, 30	70, 580	8
Count	**2**	**0**	4	2	8

The route modeling includes analysis of varying passenger load, accessory load, and battery degradation to estimate real-world bus performance, fuel efficiency, and range. The GPS data from routes and the specifications for each of the bus models are used to simulate operation on

each type of route. The models were run with varying loads to represent "nominal" and "strenuous" loading conditions. Nominal loading conditions assume average passenger loads and moderate temperature over the course of the day, which places marginal demands on the motor and heating, ventilation, and air conditioning (HVAC) system. Strenuous loading conditions assume high or maximum passenger loading and near-maximum output of the HVAC system. This nominal/strenuous approach offers a range of operating efficiencies to use for estimating average annual energy use (nominal) or planning minimum service demands (strenuous).

Route modeling ultimately provides an average energy use per mile (kilowatt-hour/mile [kWh/mi]) for each combination of route, bus size, and load case. System-wide energy use is estimated in subsequent assessments, using the results shown in

Table 10.

Table 10 – Modeling Results Summary

Bus Length [ft]	Route	Nominal Efficiency [kWh/mi]	Strenuous Efficiency [kWh/mi]
40	2	2.05	2.70
	8	2.02	2.78
	14	1.90	2.52
	30X	2.16	2.91
	70X	2.24	2.58
	503	2.14	2.86
	580X	2.14	2.59
	611	1.61	2.28

The Block Analysis, using the assumed 5% improvement in battery capacity or hydrogen storage capacity every other year, determines the timeline for when routes and blocks become achievable for BEBs and FCEBs. This information is then used to inform ZEB procurement decisions in the Fleet Assessment. Overall, the block analysis helps to determine when, or if, a full transition to BEBs or FCEBs may be feasible. Results from this analysis are also used to determine the specific energy requirements and develop the estimated costs to operate the ZEBs in the Fuel Assessment.

Results from the block analysis are included in **Figure 6** below.

The BEB achievability in **Figure 6** shows that, by 2040, 72% of LAVTA's blocks can be completed by 40-foot BEBs and that all blocks are achievable with FCEBs throughout the transition period. This analysis assumes that FCEBs can already complete any block under 350 total miles.

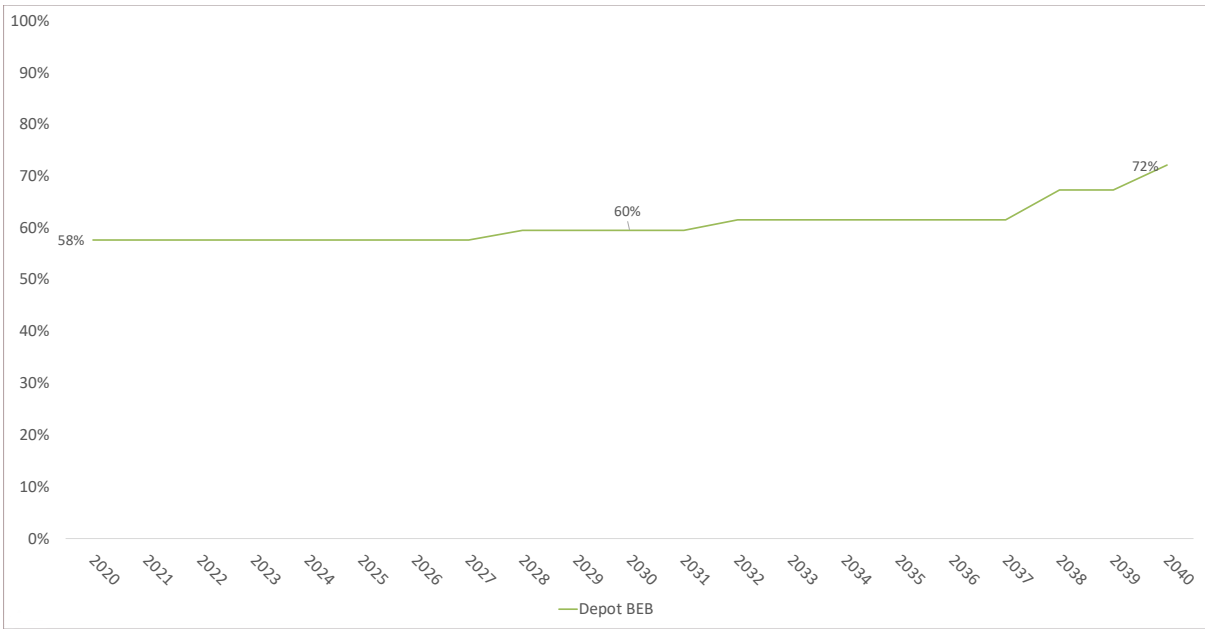


Figure 6 - 40' BEB Block Achievability Percentage by Year

While routes and block schedules are unlikely to remain the same over the course of the transition period, these projections assume the blocks maintain a similar distribution of distance, relative speeds, and elevation changes because LAVTA maintains service to similar destinations within the city. This core assumption affects energy use estimates and block achievability in each year.

Another factor affecting block achievability is battery degradation. BEB range is negatively impacted by battery degradation over time. A BEB may be placed in service on a given block with beginning-of-life batteries; however, it may not be able to complete the entire block at some point in the future before the batteries reach end-of-life. End-of-life is typically defined as when batteries reach 80% of available service energy. Conceptually, older buses can be moved to shorter, less demanding blocks and newer buses can be assigned to longer, more demanding blocks. LAVTA can rotate the fleet to meet demand, assuming there is a steady procurement of BEBs each year to match service requirements.

5 Fleet Assessment

The goal of the Fleet Assessment is to determine the technology type and quantity of zero-emission buses, as well as the schedule and cost to transition the entire fleet to zero emissions. Results from the Service Assessment are integrated with LAVTA's current fleet replacement plan and purchase schedule to produce two main outputs: a projected bus replacement timeline through the end of the transition period and the total capital costs of those replacements.

Cost Assumptions

CTE and LAVTA developed cost assumptions for each bus length and technology type (e.g. CNG, gasoline hybrid, BEB, FCEB). Key assumptions for bus costs for the LAVTA ZEB Transition Study are as follows:

- Bus costs are based on LAVTA's most recent procurement price and the Metropolitan Transit Commission (MTC) Pricelist
- Bus costs are inclusive of estimates for configurable options and taxes
- Future bus costs are based on year 2020 prices

Table 11 provides estimated bus costs used in the analysis.

Table 11 – Fleet Assessment Cost Assumptions

Length [ft]	BEB	FCEB
40'	$1,270,577	$1,412,602

Note: Based on MTC Pricelist

Baseline

In the Baseline Scenario, LAVTA continues to replace retired buses with diesel-hybrid buses on a 12-year replacement cycle. This scenario illustrates the costs LAVTA would expect over the 20-year period if it purchased no ZEBs. **Figure 7** shows the number of diesel-hybrid buses that would be purchased each year through 2040 in this scenario.

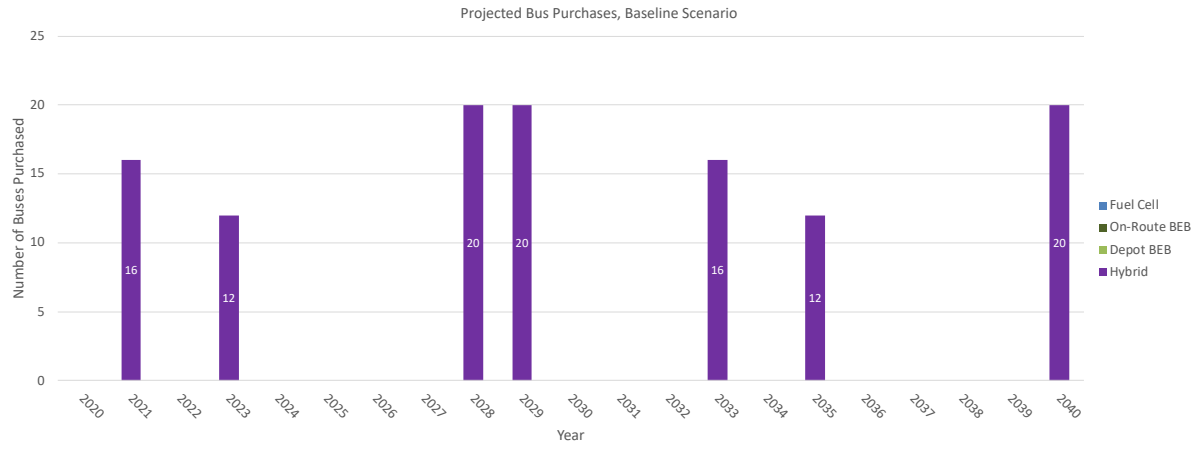


Figure 7 - Projected Bus Purchases, Baseline Scenario

Figure 8 depicts the annual fleet composition through 2040 for the Baseline scenario; the fleet remains composed of diesel-hybrids over the 20-year period.

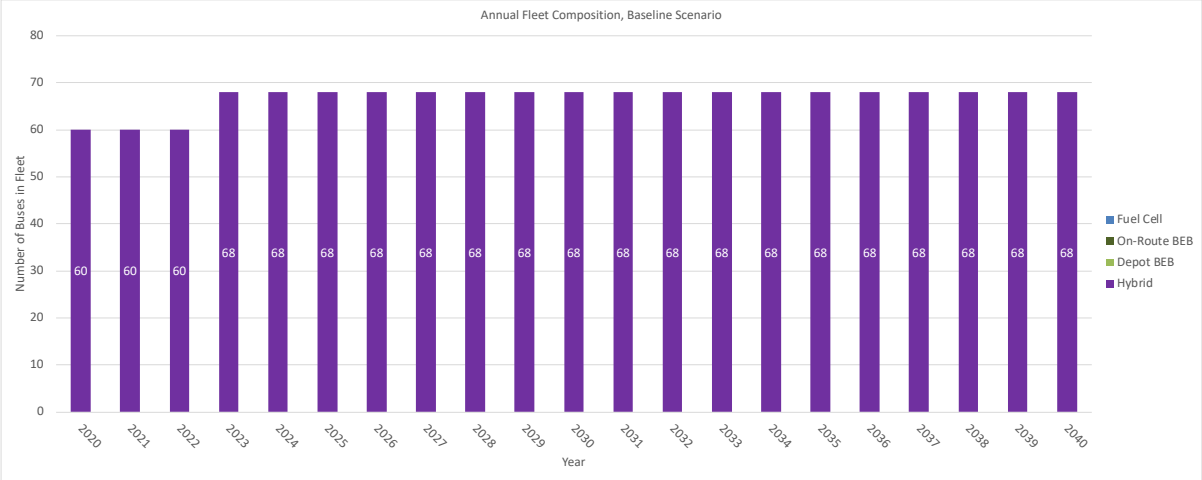


Figure 8 - Annual Fleet Composition, Baseline Scenario

Figure 9 shows the annual total bus capital costs for the diesel-hybrid buses purchased in each year in the Baseline Scenario.

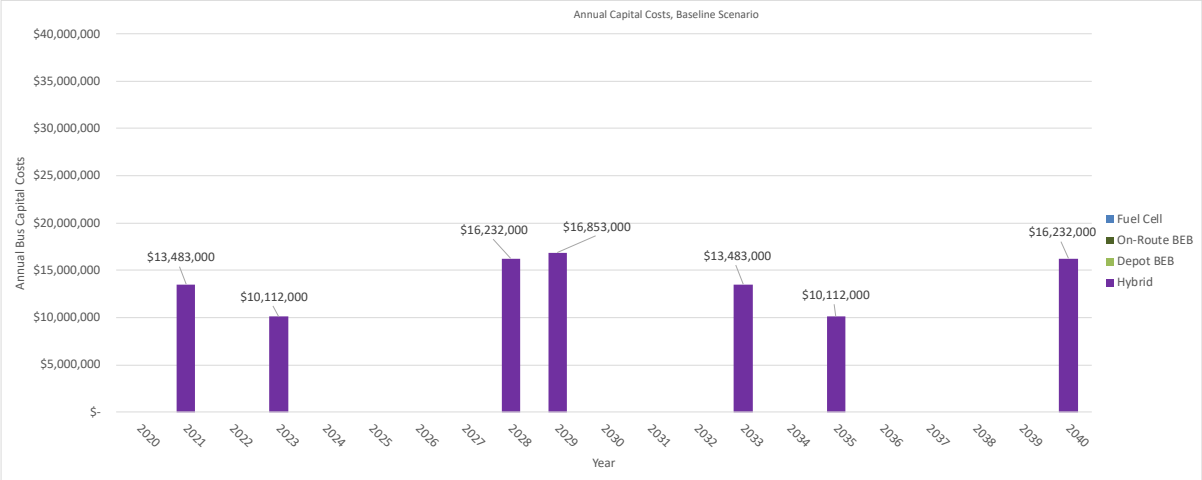


Figure 9 - Annual Capital Costs, Baseline Scenario

BEB Only

On-route charging allows an agency to add energy to buses while the bus is in service, complementing depot charging and improving block achievability for BEBs. On-route charging removes the need to travel extra distance and take extra time to charge at a depot. Based on LAVTA's Service Assessment, on-route charging would be required to accommodate an all-BEB fleet without increasing fleet size by extending the range of on-route charged buses indefinitely.

The figures below show projected purchases, annual fleet composition, and annual total capital costs for the BEB Only scenario. By 2035, the addition of on-route charging allows LAVTA to replace 100% of the fleet with BEBs without needing any additional buses.

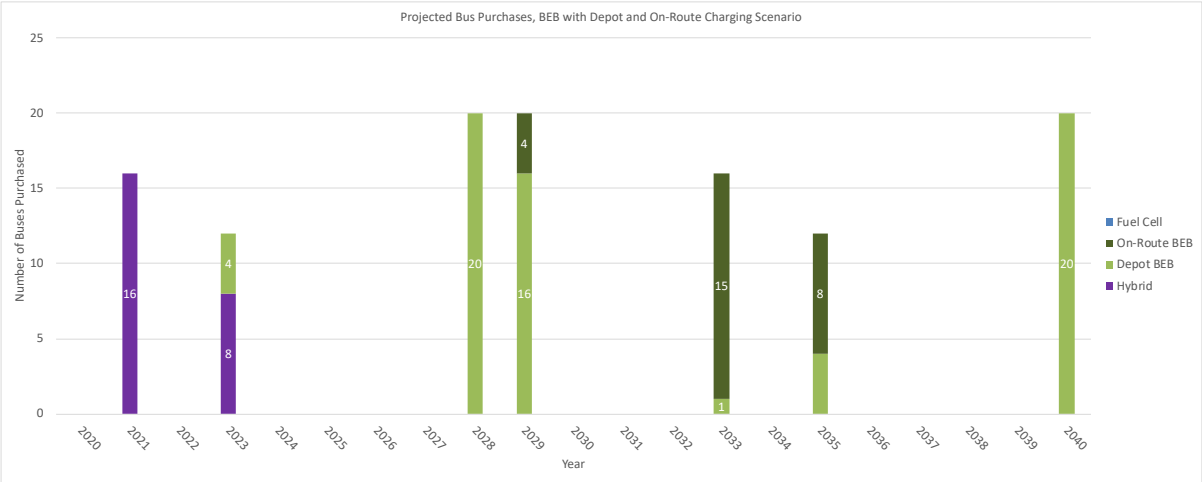


Figure 10 – Projected Bus Purchases, BEB Only Scenario

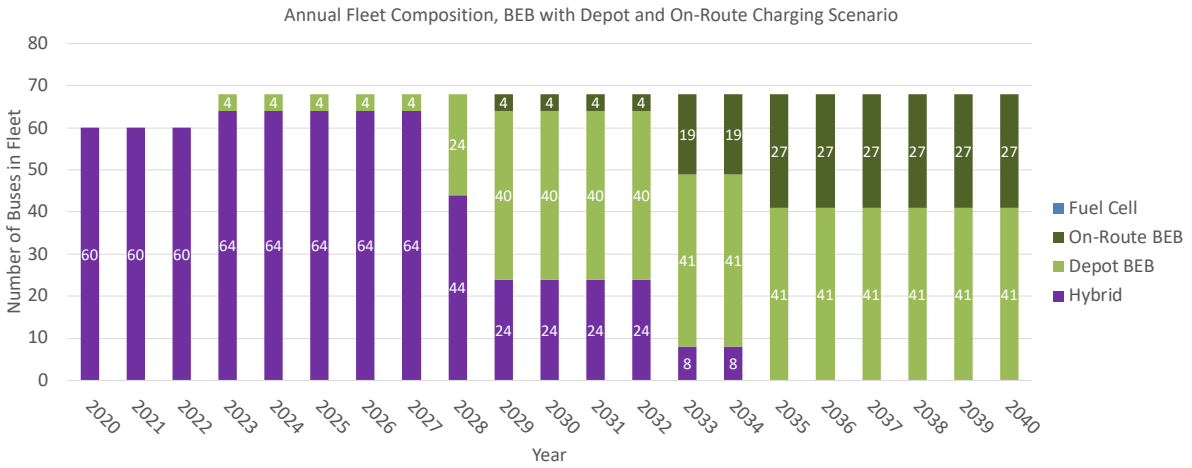


Figure 11 – Annual Fleet Composition, BEB Only Scenario

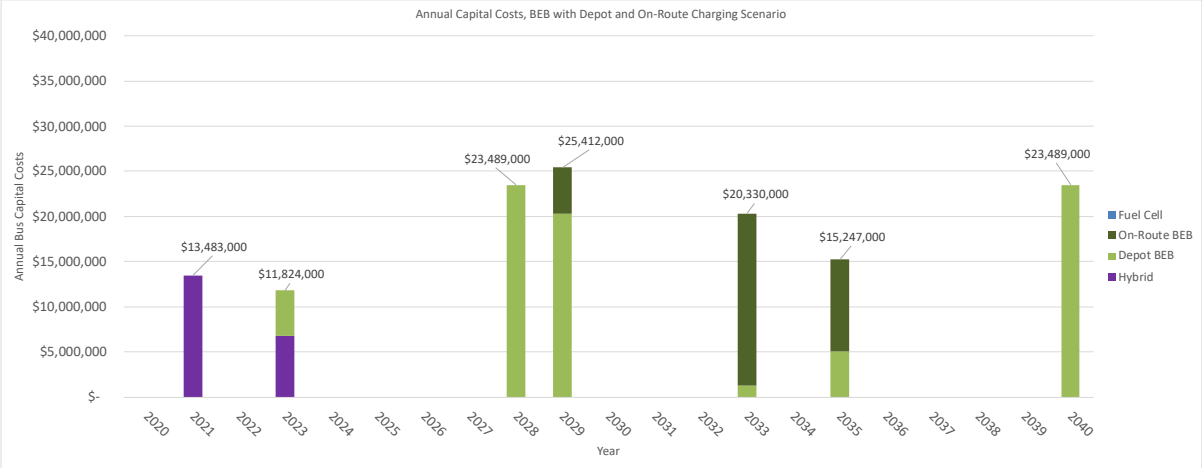


Figure 12 – Annual Capital Costs, BEB Only Scenario

Mixed Fleet: BEB and FCEB

In the Mixed Fleet: BEB and FCEB scenario, LAVTA operates a mixed-technology depot and fleet. The longest blocks are run by FCEBs, allowing LAVTA to take advantage of the greater range of FCEBs. BEBs are then able to run the less demanding routes. Under this approach, LAVTA only incurs the higher costs of FCEBs where necessary to maintain block achievability.

The figures below show projected purchases, annual fleet composition, and annual total capital costs for the Mixed Fleet: BEB and FCEB fleet.

By 2035, LAVTA would be able to replace 100% of its fleet with BEB and FCEBs.

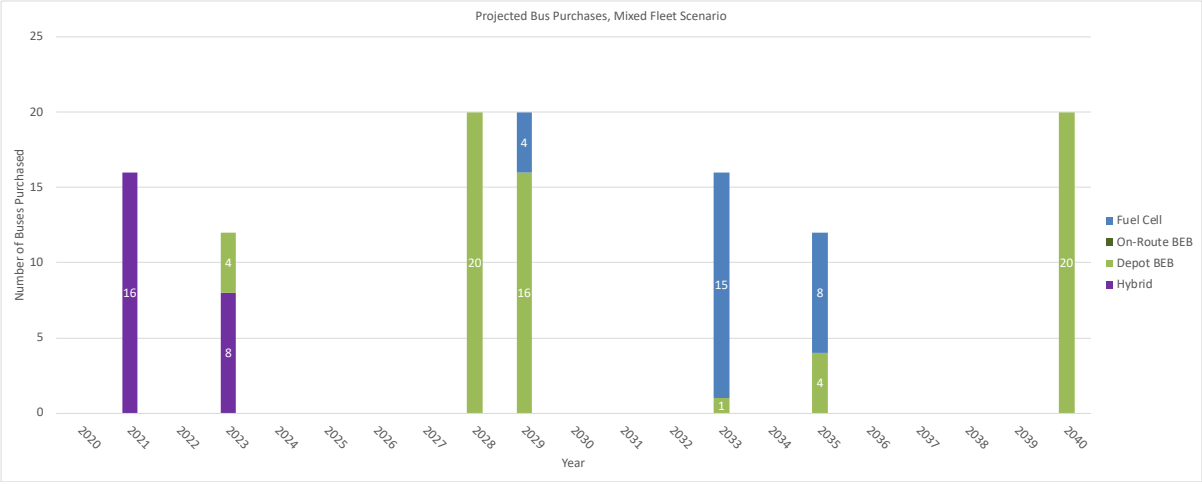


Figure 13 – Projected Bus Purchases, Mixed Fleet Scenario

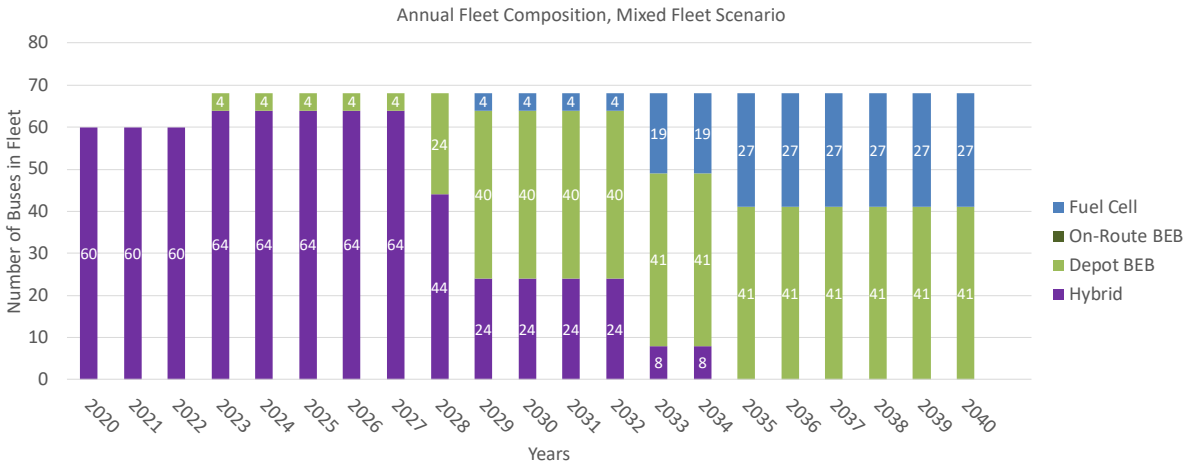


Figure 14 – Annual Fleet Composition, Mixed Fleet Scenario

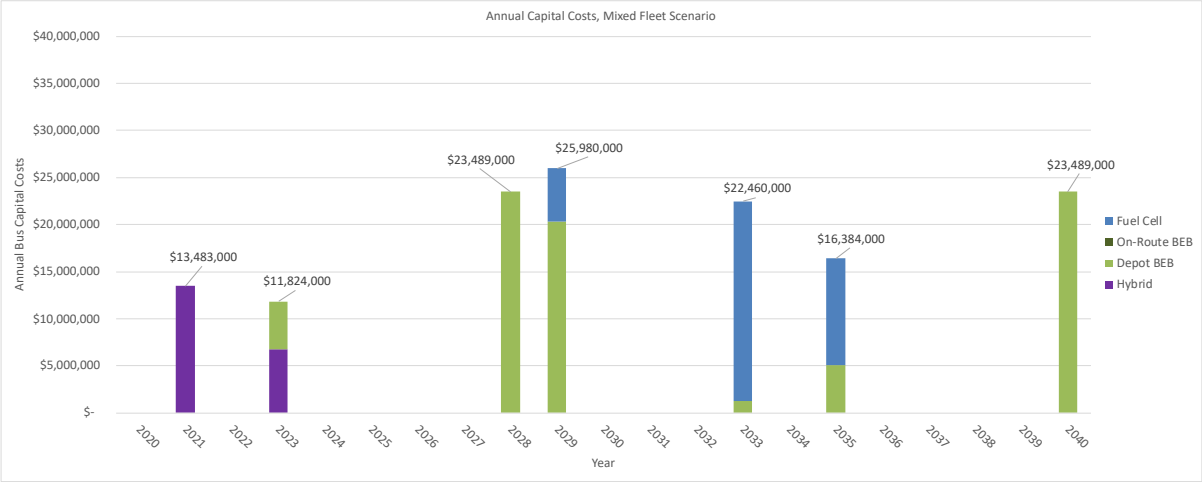


Figure 15 – Annual Capital Costs, Mixed Fleet Scenario

FCEB Only

FCEBs do not have the same range constraints as BEBs. FCEBs are assumed to be able to achieve any block that is up to 350 miles long. Analysis results show that all of LAVTA's blocks can be served by an FCEB on a one-for-one replacement basis to diesel-hybrids by the end of the transition period.

The figures below show projected purchases, annual fleet composition, and annual total capital costs for the FCEB Only scenario.

By 2035, LAVTA is able to replace 100% of its fleet with FCEBs. An accelerated purchasing schedule that illustrates purchasing only FCEBs in 2023 and the additional costs incurred can be found in **Addenda –** Accelerated FCEB Purchase Cost Information.

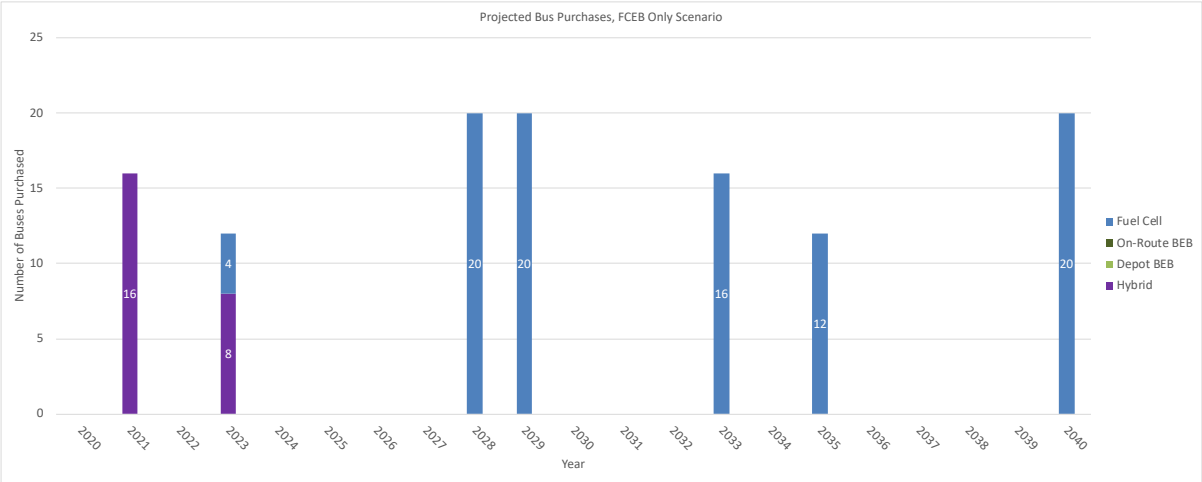


Figure 16 – Projected Bus Purchases, FCEB Only Scenario

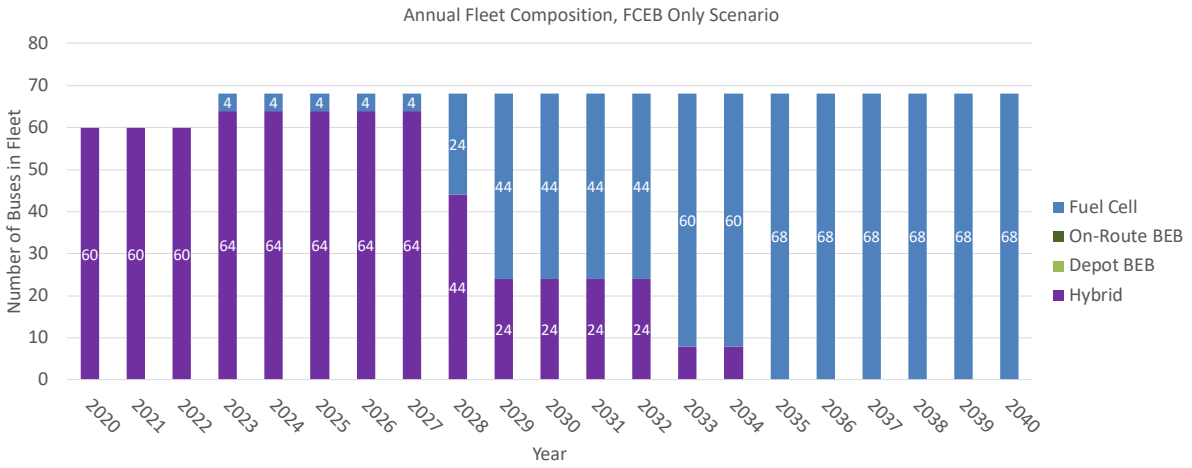


Figure 17 – Annual Fleet Composition, FCEB Only Scenario

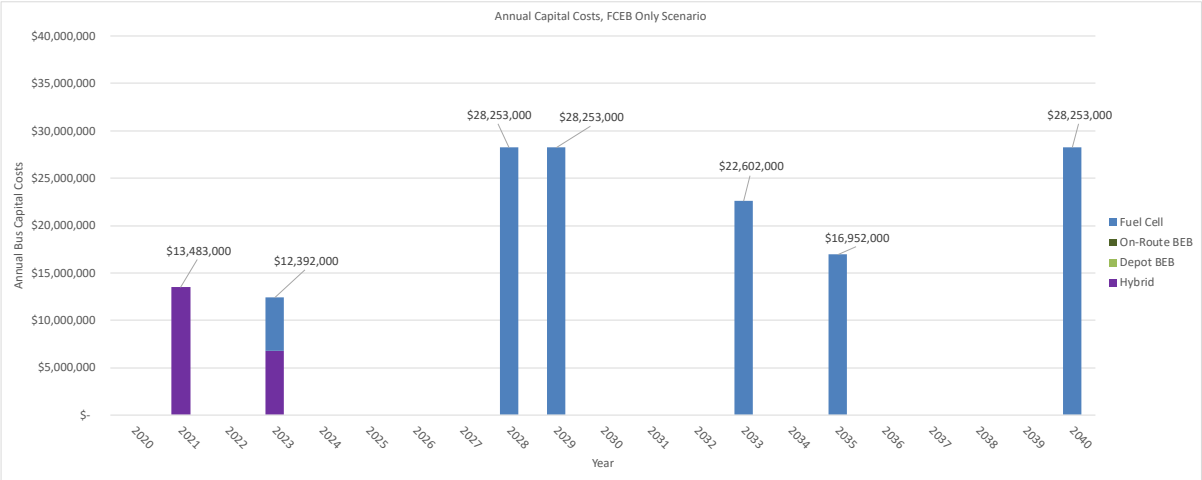


Figure 18 - Annual Capital Costs, FCEB Only Scenario

Fleet Assessment Cost Comparison

The transition and fleet composition schedules were used to develop the total capital cost for bus purchases through the transition period. **Figure 19** shows the cumulative bus purchase costs for each scenario.

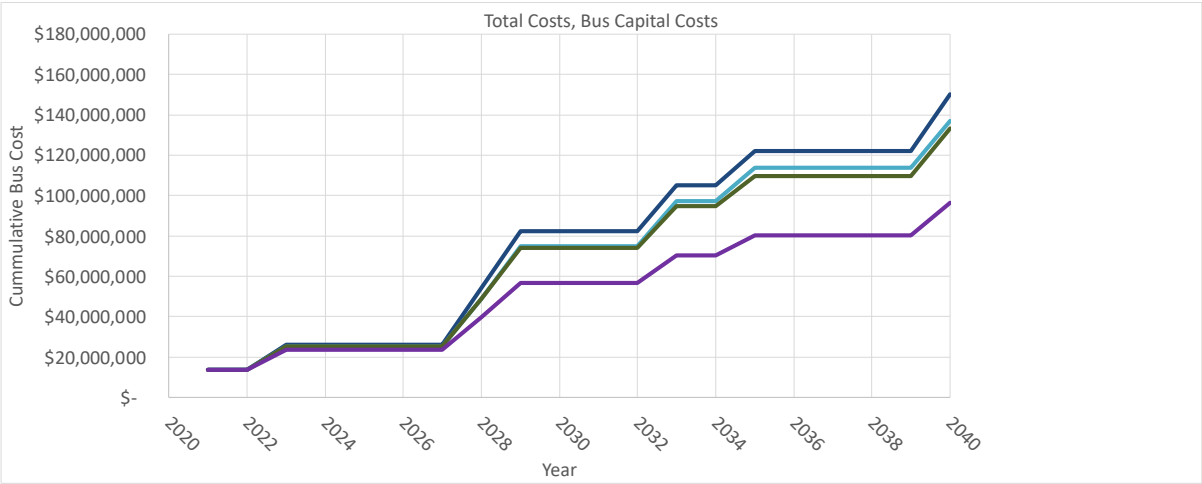


Figure 19 - Cumulative Bus Capital Costs, Fleet Assessment

By the end of the transition period, the cumulative bus costs vary substantially according to the technology selected, although all scenarios result in 100% of the fleet transitioning to zero-emission by 2040. **Table 12** provides the combined total costs for each transition scenario and the percentage of ZEBs present in the fleet in 2040 for the scenario.

Table 12 - Total Bus Capital Costs, Fleet Assessment

Scenario	Cost	% ZEB in 2040
Baseline	$ 95,503,000	0%
BEB Only	$ 133,271,000	100%
Mixed Fleet: BEB and FCEB	$ 137,105,000	100%
FCEB Only	$ 150,182,000	100%

6 Fuel Assessment

The Fuel Assessment estimates fuel consumption and cost for each of the fuel technologies—diesel, electric and hydrogen—studied in the relevant scenario. This assessment calculates fuel costs using 2020 prices.

Using ZEB performance data from the route simulation, CTE analyzed expected bus performance on each block in LAVTA's service catalog to calculate daily fuel required to complete that block. CTE completed this analysis for each of the four fleet scenarios, estimating the fuel costs unique to each fleet projection throughout the transition period.

The Fuel Assessment includes operation and maintenance costs for fueling infrastructure for both BEBs and FCEBs. Fuel cost estimates are based on the assumptions shown in **Table 13** below.

Table 13 – Fuel Cost Assumptions

Fuel	Cost	Source
Diesel	$2.24/DGE	LAVTA-contracted rate
Hydrogen (trucked)	$7.95/kg	Contracted rate at OCTA
Electricity	Varies	PG&E Commercial EV Tariff Schedule

The primary source of energy for a BEB comes from the local electrical grid. Utility companies typically charge separate rates for total electrical energy used (kilowatt-hours (kWh) or megawatt-hours (MWh)) and for peak power demand (kilowatts (kW) or megawatts (MW)) on a monthly basis. Peak demand is defined as the maximum amount of energy that a customer pulls from the grid for any 15-minute window within a month. Demand charges are then applied on a per kW basis to that maximum demand in addition to per kWh costs for energy consumption. As a transit agency adds more buses and chargers, the agency's energy consumption and the peak power demand both increase. Rates also vary throughout the year and throughout the day, making costs highly variable if charging is not managed. Charge management includes strategies like charging buses during times of day at which rates are lower, avoiding demand charges, and spreading out the number of buses charging at once to minimize increases in peak power demand.

Table 14 shows a summary of the PG&E Commercial EV rate schedule used in the Fuel Assessment to estimate electrical costs for BEBs. These rates are averaged from monthly rates and are a summarized version of PG&E's full rate schedule. Since this is a time-of-use (TOU) rate, the rate per kWh changes based on the time of day and year that the kWh was consumed. Since it is assumed that depot charged buses would fuel entirely in the Off-Peak hours between 9:00pm and 9:00am, the depot charge rate is the same as the Off-Peak rate. Since the On-Route charged buses operate partially in the On-Peak period, the On-Route per kWh rate is slightly higher. Most TOU rates also include a demand charge, which is dependent on the maximum demand that the meter measures in a given month. For PG&E's Commercial EV Rate, however, there is a subscription fee of $95.56/50kW of demand, which would apply to the demand at the depot, as well as at each of the On-Route charging stations. The depot charge rate and on-route charge rate included in the table represent the average cost per kilowatt-hour (kWh) rate expected for LAVTA.

Table 14 – PG&E Rate Schedule

Electric Utility Rates	Per meter charge	NA		
		summer	winter	annual
	On Peak (per kWh)	$0.35	$0.35	$0.35
	Off-Peak (per kWh)	$0.14	$0.14	$0.14
	Super Off (per kWh)	$0.11	$0.11	$0.11
	Depot charge rate	$0.14		
	On-Route charge rate	$0.19		
	Depot Demand Charge (per 50kW/month)	$95.56		
	On-Route Demand charge (per 50kW/month)	$96.56		

Charging Analysis

To accurately estimate energy consumption, peak power demand, and resulting costs, charging simulations at the depot for each year of the transition were conducted. Electrical energy consumption and peak power demand were estimated based on current block schedules and projections of BEB purchases. CTE then used PG&E tariff schedules to calculate the annual cost of charging. This annual cost is evaluated for each year of the study (2020–2040) to obtain a total charging cost of BEBs with depot charging for the transition period. This estimate of total charging cost is used as the total fuel cost for the BEB Only scenario and is used in the other

fleet scenarios, where relevant, in addition to on-route charging costs, hydrogen fuel costs, or fossil-fuel costs.

The local utility, PG&E, calculates total energy costs, measured per kWh, using a time-of-use rate (TOU), as shown in **Table 14**. Ideally, buses would all charge exclusively in the least expensive Super Off-Peak and Off-Peak times for the lowest overall cost, which the buses at LAVTA should be able to achieve by charging at night.

Hydrogen Pricing Sensitivity Analysis

Although CTE assumes pricing remains at 2020 levels throughout the ZEB transition period, a sensitivity analysis was conducted for LAVTA regarding hydrogen pricing because it is widely believed that these prices will fall over time. The high end of the expected price is the current price paid by OCTA ($7.95/kg) and the bottom rate was estimated based on NREL and DOE projections at $5.50.[4,5] This pricing sensitivity is shown in the summary and total estimates for the fuel cell scenarios in **Figure 35**.

Low Carbon Fuel Standard Credits

For the zero-emission fleet scenarios, CTE included an estimation of the fuel cost reductions LAVTA would receive if it engages in CARB's Low Carbon Fuel Standard (LCFS) credit program. The LCFS program aims to reduce carbon emissions by setting carbon emissions intensity goals for the transportation sector and then reducing that limit over time. The current program extends through 2030 but is expected to be renewed within the next few years. In the LCFS program, one credit is equivalent to one metric ton of carbon dioxide reduction. Although this program is optional, these credits would allow LAVTA to greatly reduce their expected fuel costs. A graph illustrating an estimate of the potential for each scenario to generate LCFS credits will follow the Fuel Assessment graphs for each scenario; however, since the exact credit revenue would be difficult to predict at this stage, especially considering the uncertainty of potential hydrogen fuel pathways for LAVTA, only the initial Fuel Assessment values were included in the Total Cost Analysis. The discussion of LCFS credits is included illustrate the financial impact participating in the LCFS credit trading program could have on LAVTA's fuel costs and the state incentives related to zero-emission technology deployments.

Baseline

Figure 20 depicts energy consumption by fuel type over the transition period for the Baseline scenario. In this scenario, the fleet remains composed of only diesel-hybrid buses. Fleet energy use remains constant over the entire period at around 0.4 million DGE.

[4] Melaina, M. and Penev, M. 2013. Hydrogen Station Cost Estimates Comparing Hydrogen Station Cost Calculator Results with Recent Estimates. Golden, CO: National Renewable Energy Laboratory. NREL/TP-5400-56412 https://www.nrel.gov/docs/fy13osti/56412.pdf

[5] Hydrogen Production Tech Team Roadmap. 2017. U.S. DRIVE (Driving Research and Innovation for Vehicle efficiency and Energy sustainability). Washington, DC: Department of Energy. https://www.energy.gov/sites/prod/files/2017/11/f46/HPTT%20Roadmap%20FY17%20Final_Nov%202017.pdf

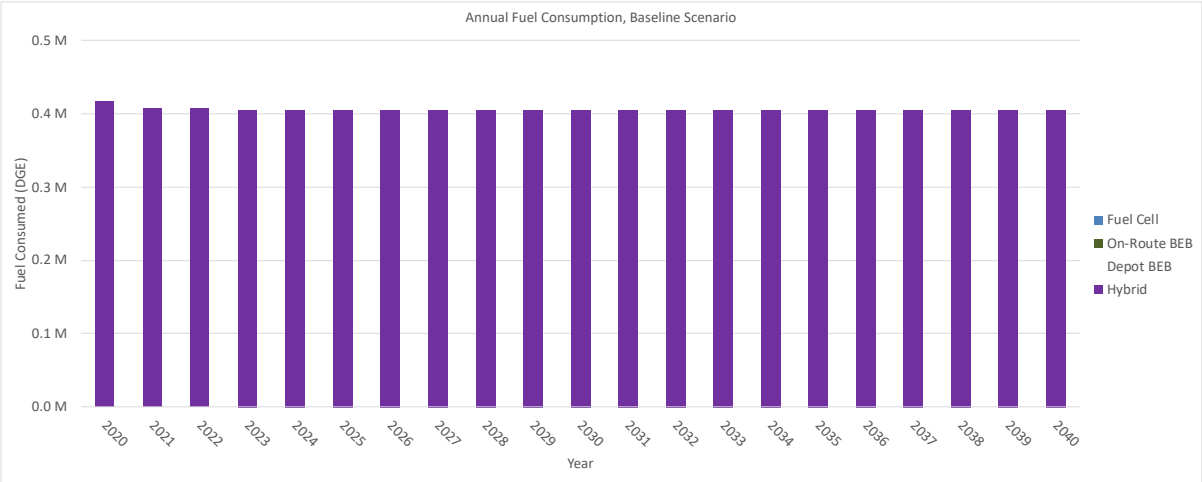


Figure 20 – Annual Fuel Consumption, Baseline Scenario

Figure 21 shows the annual fuel costs for each fuel type in the Baseline scenario, based on the consumption quantities shown in **Figure 20**. Total estimated fuel costs in 2040 are approximately $0.9 million. Since this scenario uses only diesel hybrids, the Baseline scenario fleet would not be eligible for LCFS credits.

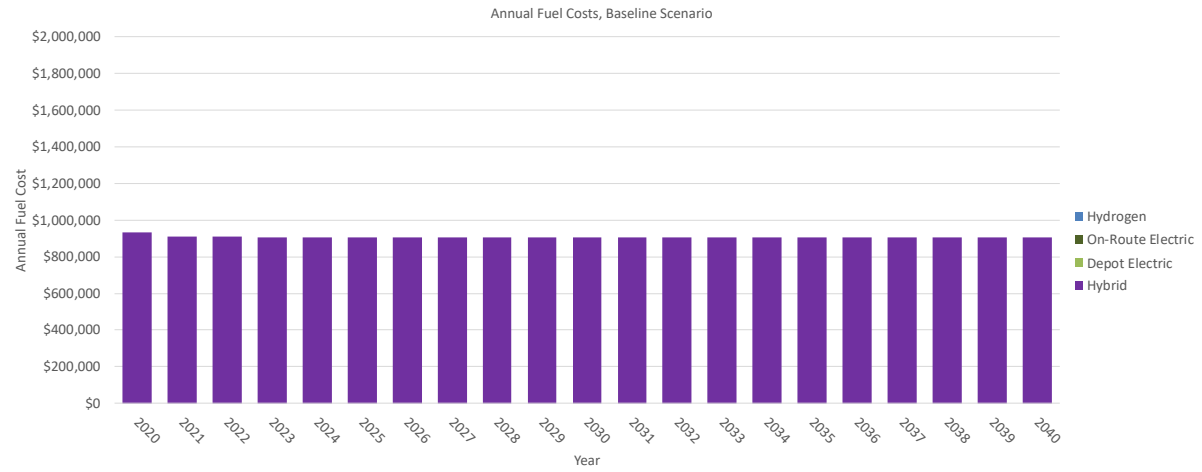


Figure 21 – Annual Fuel Costs, Baseline Scenario

BEB Only

The BEB Only scenario models a transition to an all-BEB fleet that employs depot-charging and on-route charging to extend bus range. The fuel costs for the BEB Only scenario are based on three key assumptions:

1. The total number of buses in the fleet does not increase.
2. The buses that are charged on-route incur additional demand charges and operate partially during peak time-of-use rates, resulting in on-route energy charges that are higher than depot energy charges.
3. The buses are assumed to charge fully at the depot and only require enough charging on-route to make up the difference between the battery capacity and the block demand. The rate for on-route energy consumption is only applied to the portion of the block's energy demand that exceeds the battery capacity of the bus.

Because bus replacements are based on block achievability, there may be instances where block coverage is insufficient and depot-charged BEBs cannot meet service requirements. In this scenario, on-route chargers are used to supplement depot charging to extend the range of buses, thus allowing the achievability of a 100% ZEB fleet. On-route charging allows an agency to add energy to buses while in service, providing the additional energy necessary to complete a block without having to travel the extra distance and take the extra time to return to a depot for charging.

Figure 22 depicts energy consumption for each fuel type over the transition period, assuming a combination of depot-charged and on-route charged BEBs. Legacy fuels are phased out as electricity consumption increases, reflecting an increasing number of BEBs in the fleet. Fleet energy use is reduced from about 0.4 million DGE in 2020 to just over 0.1 million DGE in 2040, an approximately 75% decrease.

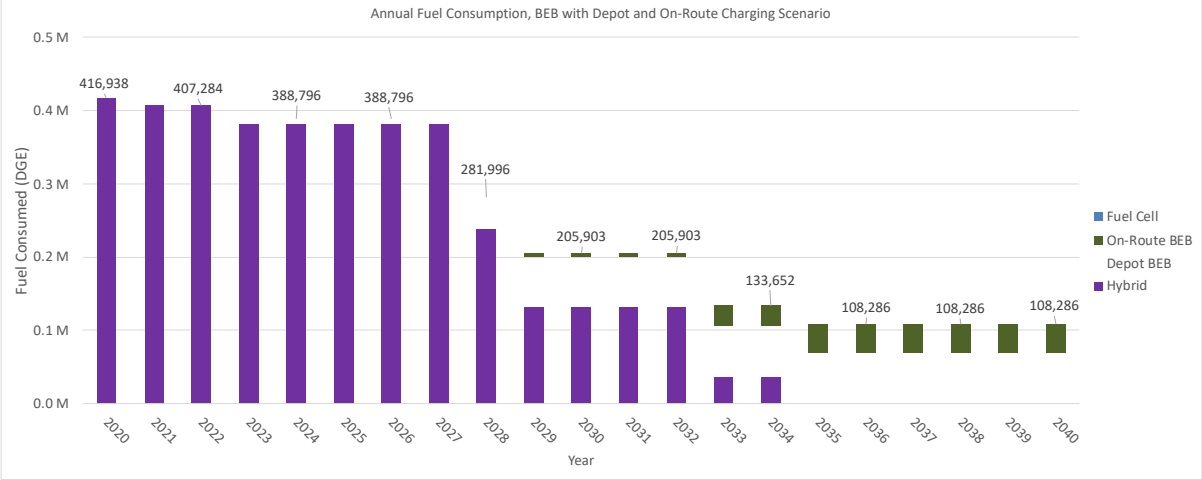


Figure 22 – Annual Fuel Consumption, BEB Only Scenario

Figure 23 shows the annual costs for each fuel type based on the quantities in **Figure 22**. Total estimated fuel costs in 2040 are approximately $1.15 million. The buses charged on-route incur additional demand charges and electricity use costs are slightly higher for on-route charging. These additional costs have been included in the figure below.

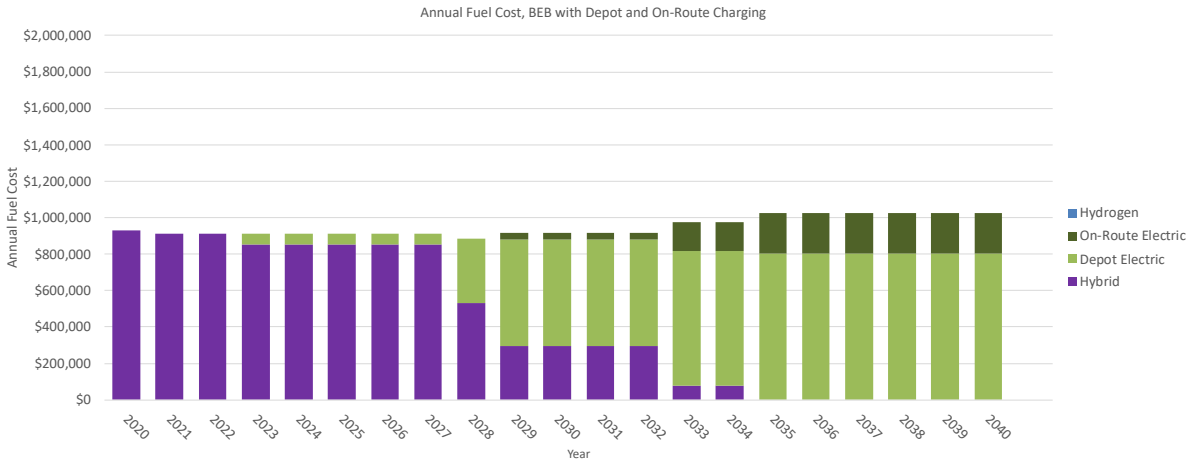


Figure 23 – Annual Fuel Costs, BEB Only Scenario

Operating BEBs would also make LAVTA eligible for LCFS credits. Procuring electricity from 100% renewable energy would generate the most credits for LAVTA. Purchasing Renewable Energy Credits (RECs) is one pathway to obtaining renewable energy and would enable LAVTA to qualify for LCFS credits while still receiving its energy from PG&E. **Table 15** below illustrates the credit revenue estimates through 2030.

Table 15 – LCFS Credit Revenue Estimates by Year, BEB Only Scenario

	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Number of BEBs in Fleet	0	0	4	4	4	4	4	24	44	44
LCFS Credit Gross Value per BEB	$28,000	$27,000	$26,000	$25,000	$25,000	$24,000	$23,000	$22,000	$21,000	$21,000
Credit Processing Fee	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
LAVTA LCFS Credit Revenue	$ -	$ -	$97,000	$93,000	$90,000	$87,000	$84,000	$487,000	$862,000	$832,000

In this table, the LCFS credit gross value is calculated at an estimated 2% per year reduction rate from current credit pricing. Within this model, a broker service fee of 10% was subtracted from the gross credit value. Finally, although the current LCFS credit program only extends through

2030, speculating on how the pricing will trend after the program renewal is challenging. Therefore, in **Figure 24** below, 2030 the per bus LCFS credit revenue remains at 2030 values.

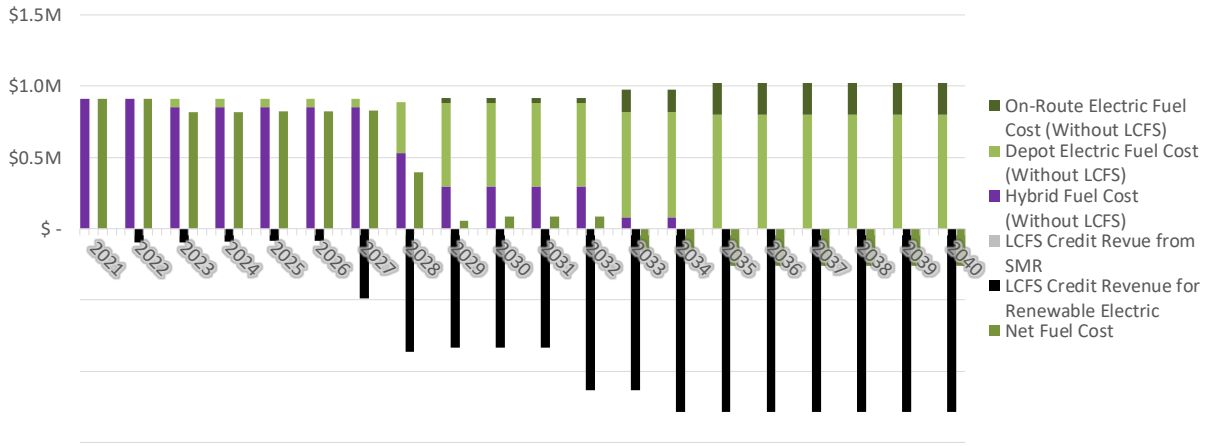


Figure 24 - Potential LCFS Credit Revenue for 100% Renewable Electric, BEB Only Scenario

Mixed Fleet BEB and FCEB

In the Mixed Fleet: BEB and FCEB scenario, BEBs replace diesel-hybrid buses on all achievable blocks. FCEBs supplement the BEB fleet to cover the blocks that are not achievable with battery electric technologies. Building the fleet in this way ensures that all routes are achievable while minimizing the higher costs of FCEBs.

Figure 25 depicts energy consumption for each fuel type over the transition period for the Mixed Fleet: BEB and FCEB scenario. Legacy fuels are phased out as electricity and hydrogen consumption increases, reflecting an increasing number of BEBs and FCEBs in the fleet. Fleet energy use is reduced from about 0.4 million DGE in 2020 to just under 0.15 million DGE in 2040, an approximately 63% decrease.

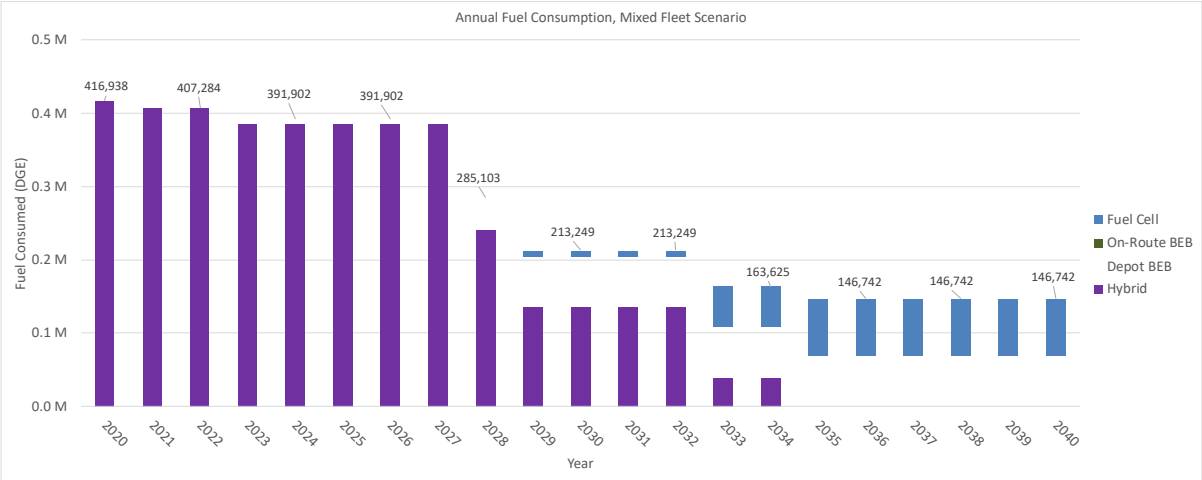


Figure 25 – Annual Fuel Consumption, Mixed Fleet Scenario

Figure 26 shows the estimated annual costs for each fuel type based on the quantities consumed, as shown in **Figure 25**. Total estimated fuel costs in 2040 are approximately $1.26 million, which are incurred from electricity use for BEBs and hydrogen fuel for FCEBs. Although the total amount of energy consumed decreases over the ZEB transition period (**Figure 25**), the total fuel costs increase over that timeframe. These trends reflect hydrogen's greater efficiency but also its higher costs compared to diesel fuel.

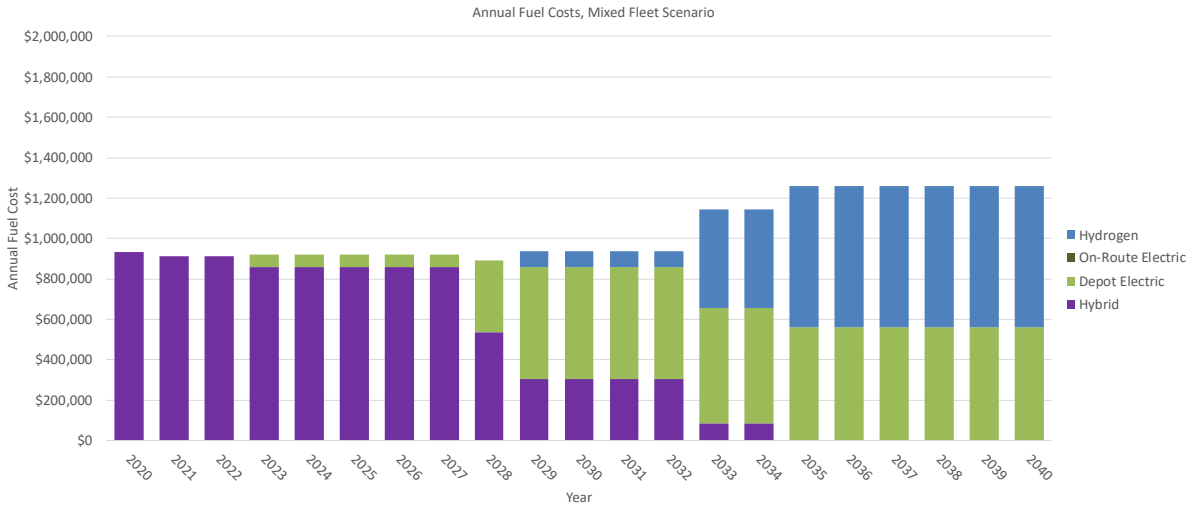


Figure 26 – Annual Fuel Costs, Mixed Fleet Scenario

The Mixed Scenario is also eligible for participation in the LCFS Credit Program; however, revenue potential for hydrogen is highly variable depending on how the fuel is produced. CTE therefore explored three potential hydrogen fuel production pathways for LCFS credits. The first pathway, fossil steam methane reformation (SMR), is currently the most common but, given that fossil fuels are used as to produce the hydrogen, this method is not very lucrative on the LCFS market. The second pathway, electrolysis using 100% renewable energy, generates a significant number of LCFS credits. The third pathway, dairy gas SMR, has a negative carbon intensity and would therefore generate the most LCFS credits of any of the pathways explored. For all the hydrogen fuel pathways explored in the Mixed Fleet Scenario, the LCFS credits that would be generated by the BEBs in the fleet remain constant because only the 100% renewable pathway was explored.

Table 16 – LCFS Credit Revenue Estimates by Year for Fossil Fuel SMR Hydrogen, Mixed Fleet Scenario

	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Number of BEBs in Fleet	0	0	4	4	4	4	4	24	40	40
Number of FCEBs in Fleet	0	0	0	0	0	0	0	0	4	4
LCFS Credit Gross Value per BEB	$28,000	$27,000	$26,000	$25,000	$25,000	$24,000	$23,000	$22,000	$21,000	$21,000
LCFS Credit Gross Value per FCEB - SMR	$1,392	$1,136	$887	$647	$419	$198	$-	$-	$-	$-
Credit Processing Fee	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
LAVTA LCFS Credit Revenue	$ -	$ -	$97,000	$93,000	$90,000	$87,000	$84,000	$487,000	$784,000	$756,000

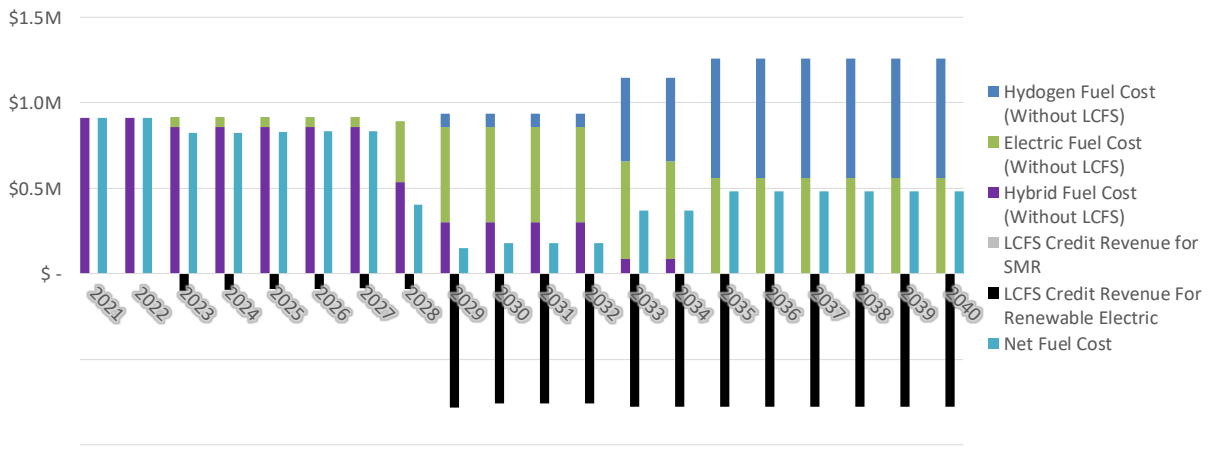


Figure 27 - Potential LCFS Credit Revenue for Fossil Fuel SMR Hydrogen, Mixed Fleet Scenario

Table 17 – LCFS Credit Revenue Estimates by Year for 100% Renewable Electrolysis Hydrogen, Mixed Fleet Scenario

	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Number of BEBs in Fleet	0	0	4	4	4	4	4	24	40	40
Number of FCEBs in Fleet	0	0	0	0	0	0	0	0	4	4
LCFS Credit Gross Value per BEB	$28,000	$27,000	$26,000	$25,000	$25,000	$24,000	$23,000	$22,000	$21,000	$21,000
LCFS Credit Gross Value per FCEB - Electrolysis	$16,000	$15,000	$15,000	$14,000	$13,000	$13,000	$13,000	$12,000	$12,000	$11,000
Credit Processing Fee	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
LAVTA LCFS Credit Revenue	$ -	$ -	$97,000	$93,000	$90,000	$87,000	$84,000	$487,000	$827,000	$798,000

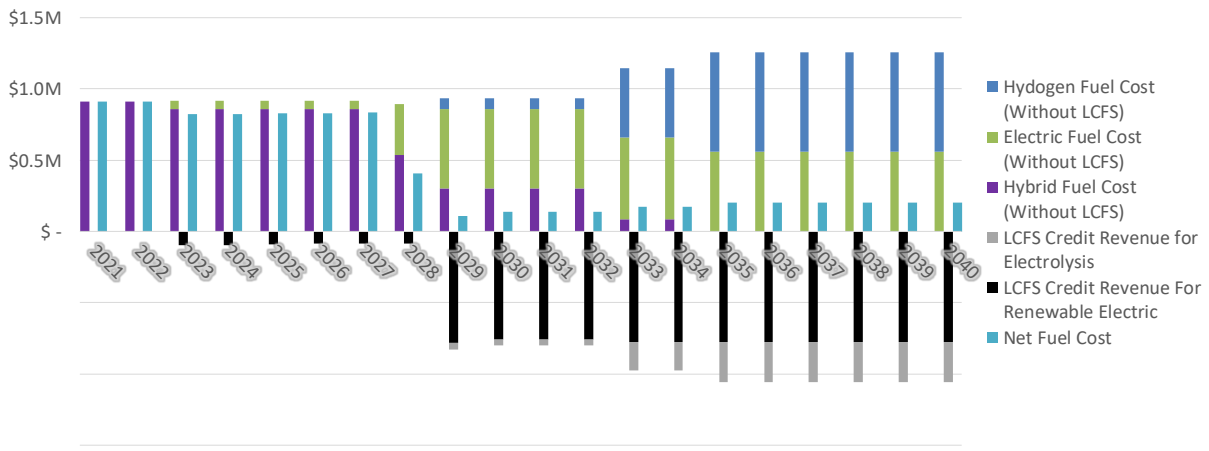


Figure 28 - Potential LCFS Credit Revenue for 100% Renewable Electrolysis Hydrogen, Mixed Fleet Scenario

Table 18 – LCFS Credit Revenue Estimates by Year for Dairy Gas SMR Hydrogen, Mixed Fleet

	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Number of BEBs in Fleet	0	0	4	4	4	4	4	24	40	40
Number of FCEBs in Fleet	0	0	0	0	0	0	0	0	4	4
LCFS Credit Gross Value per BEB	$28,000	$27,000	$26,000	$25,000	$25,000	$24,000	$23,000	$22,000	$21,000	$21,000
LCFS Credit Gross Value per FCEB – Dairy Gas	$42,000	$41,000	$40,000	$39,000	$38,000	$37,000	$36,000	$35,000	$34,000	$33,000
Credit Processing Fee	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
LAVTA LCFS Credit Revenue	$ -	$ -	$97,000	$93,000	$90,000	$87,000	$84,000	$487,000	$906,000	$875,225

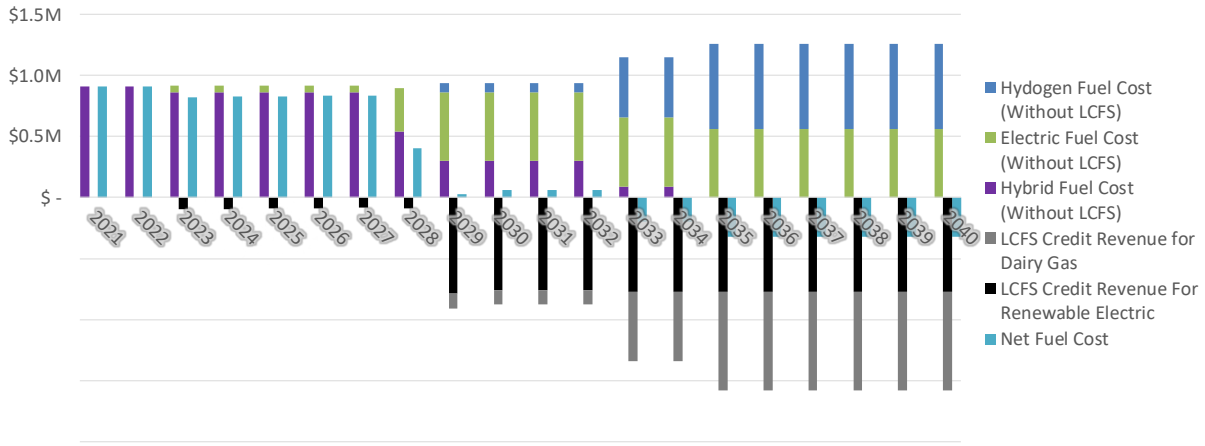


Figure 29 - Potential LCFS Credit Revenue for Dairy Gas SMR Hydrogen, Mixed Fleet Scenario

FCEB Only

Fuel cell electric buses are able to complete all of LAVTA's blocks by the end of the transition period in 2040. **Figure 30** depicts fuel consumption for each fuel type over the transition period for the FCEB Only scenario. Legacy fuels are phased out as hydrogen consumption increases, reflecting an increasing number of FCEBs in the fleet. Fleet energy use is reduced from about 0.4 million DGE in 2020 to just over 0.2 million DGE in 2040, an approximately 50% decrease.

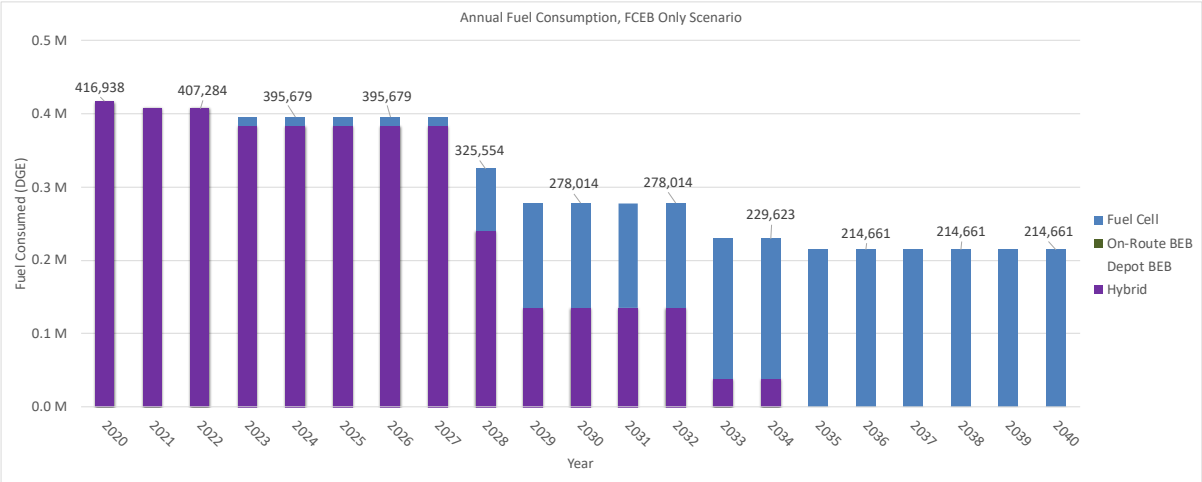


Figure 30 – Annual Fuel Consumption, FCEB Only Scenario

Figure 31 shows estimated annual costs for each fuel type based on the quantities consumed, as shown in **Figure 30**. Total estimated fuel costs, entirely from hydrogen fuel, in 2040 are approximately $2 million. As in the Mixed Fleet Scenario, the fuel costs increase over the transition period while the DGE consumption decreases. These trends reflect hydrogen's greater efficiency but also its higher costs compared to diesel fuel.

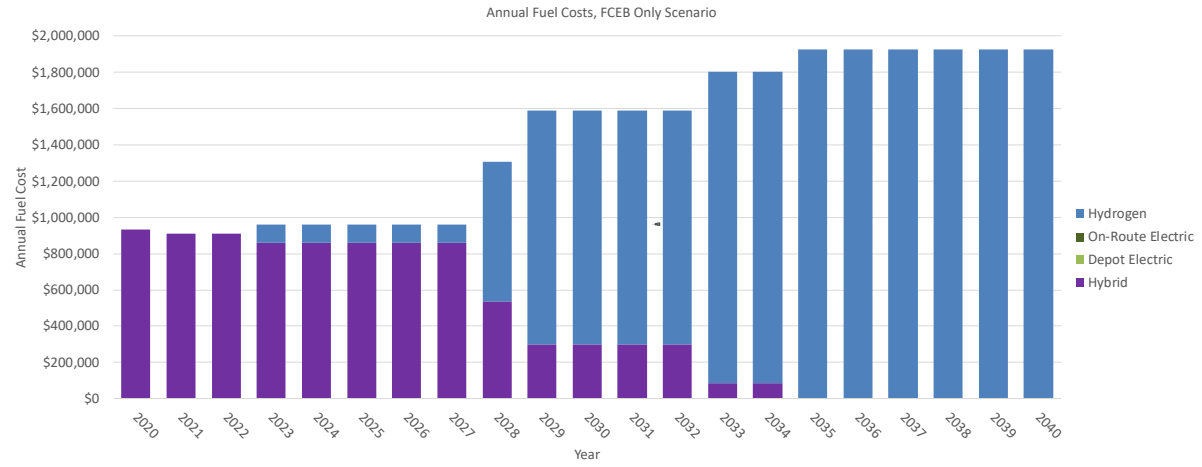


Figure 31 – Annual Fuel Costs, FCEB Only Scenario

The LCFS credit revenue in this scenario also depends largely on the method of hydrogen production for the fuel that LAVTA purchases. Fossil fuel SMR generates the least LCFS credits, and dairy gas SMAR generates the most.

Table 19 – LCFS Credit Revenue Estimates by Year for Fossil Fuel SMR Hydrogen, FCEB Only Scenario

	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Number of FCEBs in Fleet	0	0	4	4	4	4	4	24	44	44
LCFS Credit Gross Value per FCEB - SMR	$1,392	$1,136	$887	$647	$419	$198	$-	$-	$-	$-
Credit Processing Fee	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
LAVTA LCFS Credit Revenue	$ -	$ -	$3,000	$2,000	$1,000	$700	$ -	$ -	$ -	$ -

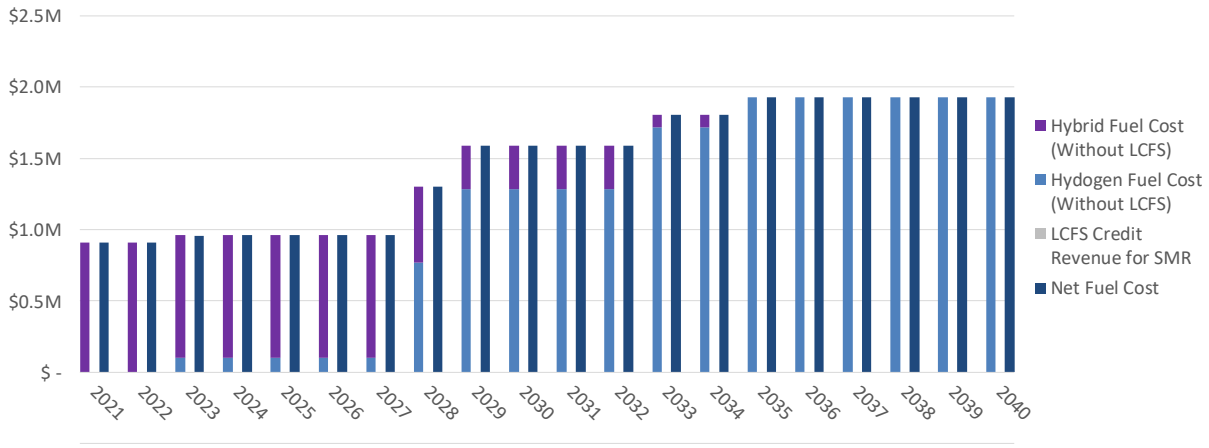


Figure 32 - Potential LCFS Credit Revenue for Fossil Fuel SMR Hydrogen, FCEB Only Scenario

Table 20 – LCFS Credit Revenue Estimates by Year for 100% Renewable Electrolysis Hydrogen, FCEB Only Scenario

	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Number of FCEBs in Fleet	0	0	4	4	4	4	4	24	44	44
LCFS Credit Gross Value per FCEB - Electrolysis	$16,000	$15,000	$15,000	$14,000	$13,000	$13,000	$13,000	$12,000	$12,000	$11,000
Credit Processing Fee	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
LAVTA LCFS Credit Revenue	$ -	$ -	$54,000	$52,000	$50,000	$48,000	$47,000	$271,000	$479,000	$462,000

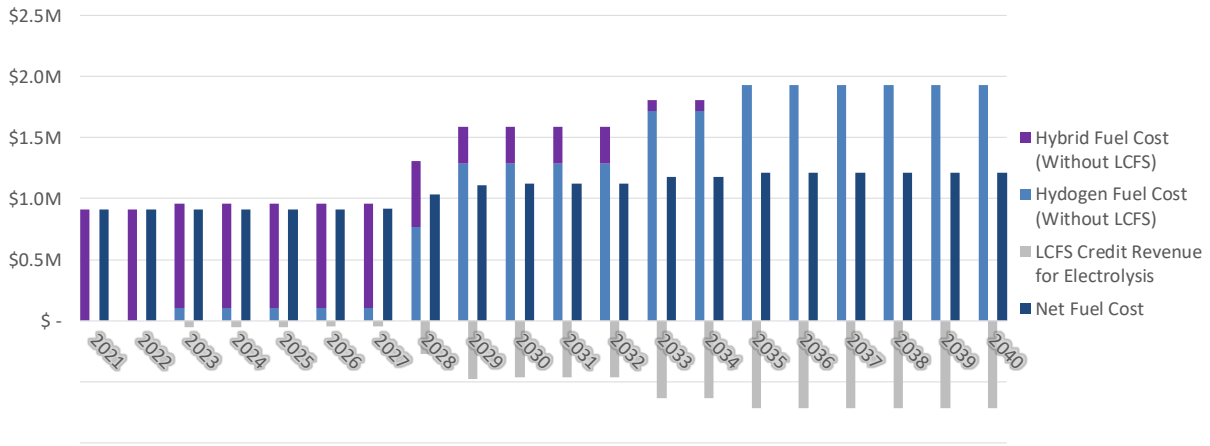


Figure 33 - Potential LCFS Credit Revenue for 100% Renewable Electrolysis Hydrogen, FCEB Only Scenario

Table 21 – LCFS Credit Revenue Estimates by Year for Dairy Gas SMR Hydrogen, FCEB Only Scenario

	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Number of FCEBs in Fleet	0	0	4	4	4	4	4	24	44	44
LCFS Credit Gross Value per FCEB – Dairy Gas	$42,000	$41,000	$40,000	$39,000	$38,000	$37,000	$36,000	$35,000	$34,000	$33,000
Credit Processing Fee	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
LAVTA LCFS Credit Revenue	$ -	$ -	$143,000	$139,000	$135,000	$132,000	$129,000	$752,000	$1,343,000	$1,308,000

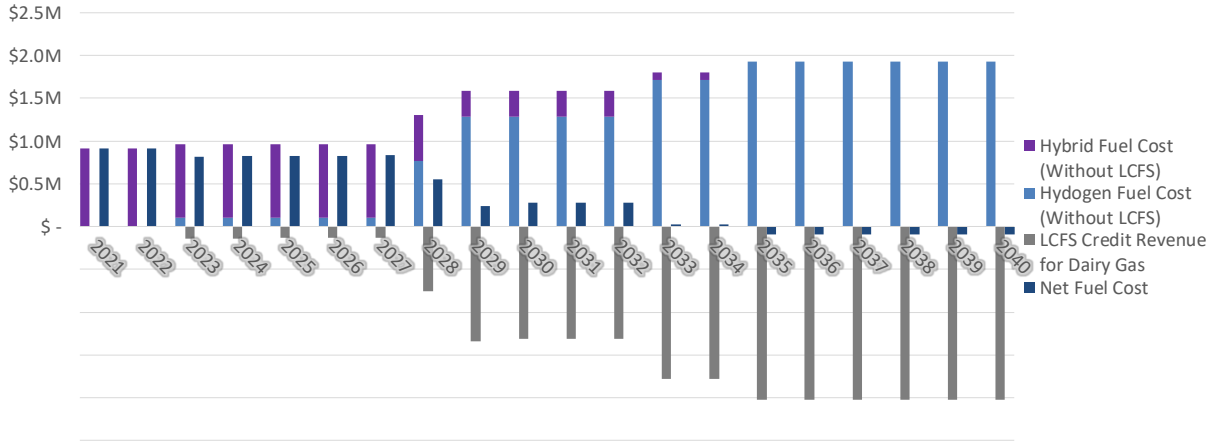


Figure 34 – Potential LCFS Credit Revenue for Dairy Gas SMR Hydrogen, FCEB Only Scenario

Fuel Assessment Cost Comparison

The Fuel Assessment includes all fuel costs over the transition for each scenario. **Figure 35** shows the cumulative fuel costs for each scenario over a twenty-year period. **Table 22** - Total Fuel Costs Over Entire Transition Period, Fuel Assessment shows the combined total costs and the percentage of the fleet that is zero-emission in 2040.

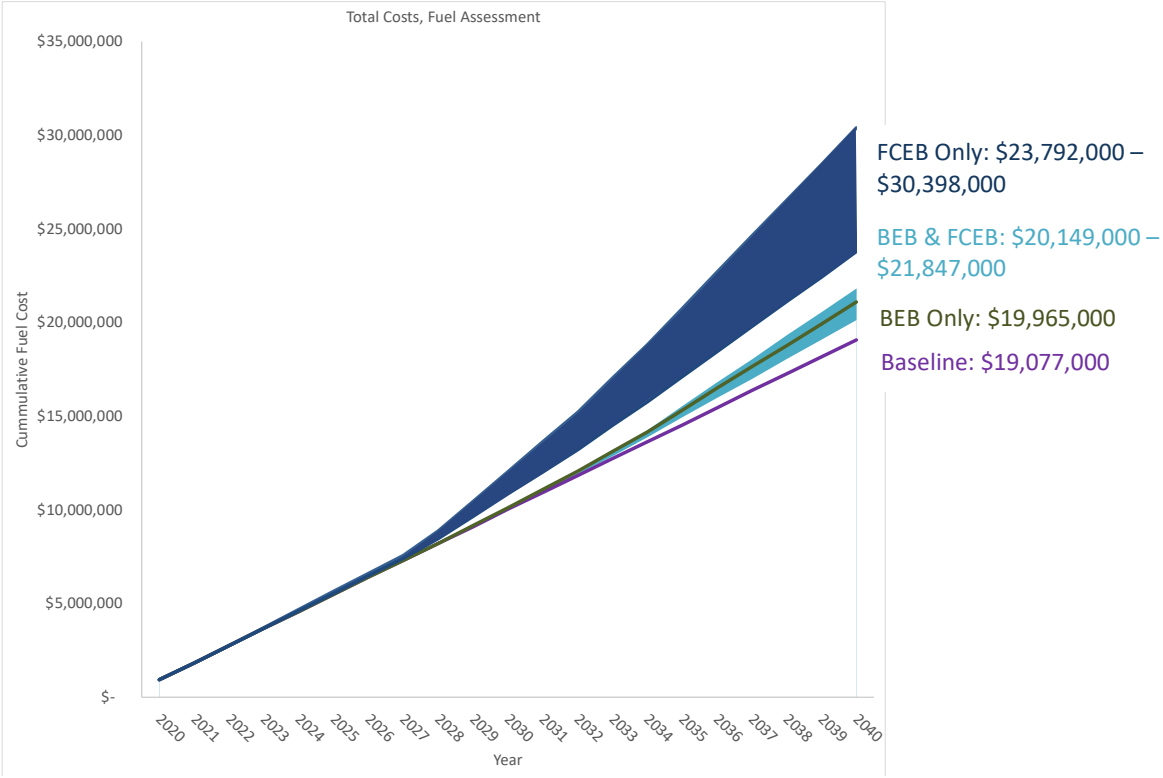


Figure 35 – Total Costs, Fuel Assessments

Table 22 - Total Fuel Costs Over Entire Transition Period, Fuel Assessment

Scenario	Cumulative Fuel Cost	Average Annual Fuel Cost	% ZEB in 2040
Baseline	$ 19,077,000	$ 954,000	0%
BEB Only	$ 19,965,000	$ 1,025,000	100%
Mixed Fleet: BEB and FCEB	$ 20,149,000 – $ 21,833,000	$ 1,007,000 – $ 1,092,000	100%
FCEB Only	$ 23,792,000 – $ 30,398,000	$ 1,190,000 – $ 1,520,000	100%

7 Maintenance Assessment

One of the anticipated benefits of operating a BEB or FCEB fleet is reduced maintenance costs. Early adopters of ZEB technologies have reported that a transit agency may attain 30% to 50% in maintenance cost savings for a BEB compared to an ICE vehicle. These savings result from there being fewer fluids to replace (no engine oil or transmission fluid), fewer brake changes due to regenerative braking, and far fewer moving parts than in an internal combustion engine. The savings in traditional maintenance costs may be offset by the cost of battery or fuel cell replacements over the life of the buses. These costs, however, may be covered by extended warranties.

Diesel-hydrid bus labor and maintenance costs were provided by LAVTA for their current fleet. BEB labor and maintenance costs were estimated as a 35% reduction on the diesel-hybrid cost, which was based on industry expectations and labor and maintenance costs from King County as reported by the U.S. DOE National Renewable Energy Laboratory (NREL).[6] Hydrogen maintenance costs were based on OCTA's reported labor and maintenance costs. It should be noted that this FCEB maintenance per mile value is based on the costs for the first year of service at OCTA. Therefore, this cost is likely higher than expected over time since this is a first generation vehicle.

In addition to labor and materials, this study also estimates the cost impact of midlife overhauls for major components for each type of bus. **Table 23** shows the assumed costs of scheduled and unscheduled labor and maintenance used in this analysis.

Table 23 – Labor and Materials Cost Assumptions

Type	Estimate (Per Mile)	Source
40' Hybrid	$ 0.38	LAVTA
40' BEB	$ 0.25	U.S. DOE & NREL
40' FCEB	$ 0.59	OCTA price used

Assumptions used in this analysis are given in **Table 24.** Cost assumptions for fossil-fuel buses are based on LAVTA data. Midlife battery overhaul cost estimates for BEBs are based on extended warranty costs provided by bus OEMs, and the FCEB battery warranty cost is a prorated estimate of that rate based on battery storage capacity.

[6] Eudy, Leslie and Matthew Jeffers. 2019. Foothill Transit Agency Battery Electric Bus Progress Report: Data Period Focus: Jul.2018 through Dec. 2018. Golden, CO: National Renewable Energy Laboratory. NREL/PR-5400-72209. https://afdc.energy.gov/files/u/publication/foothill_transit_beb_progress_rpt_5-2019.pdf.

Table 24 - Midlife Overhaul Cost Assumptions

Type	Overhaul Scope	Estimate	Source
Diesel	Engine/Transmission Overhaul	$50k per bus	LAVTA
BEB	Warranty Cost	$75k per bus	Bus OEM
FCEB	Battery Replacement Warranty Fuel Cell Overhaul	$16.7k per bus $40k per bus	Estimate Based on Bus OEM Fuel Cell OEM

Note that there are spikes in the expected maintenance costs six years after a large number of buses are purchased, such as 2021 and 12 years later when those buses are replaced in 2033. The 12-year replacement cycle creates a cyclical pattern in maintenance costs in midlife years because the diesel-hybrids would be expected to incur a midlife overhaul at that time. Since this scenario represents a fleet that stays entirely composed of diesel-hybrid buses, the peaks consistently repeat every 12 years at the midlife of large purchases. In non-midlife years, the annual price is around $780,000 and, in the years, where up to 20 buses are expected to reach the midlife in the same year, the price increases to $1.78 million. **Figure 36** shows the combined labor, materials, and midlife overhaul costs for the Baseline scenario for each year of the transition, in 2020 dollars.

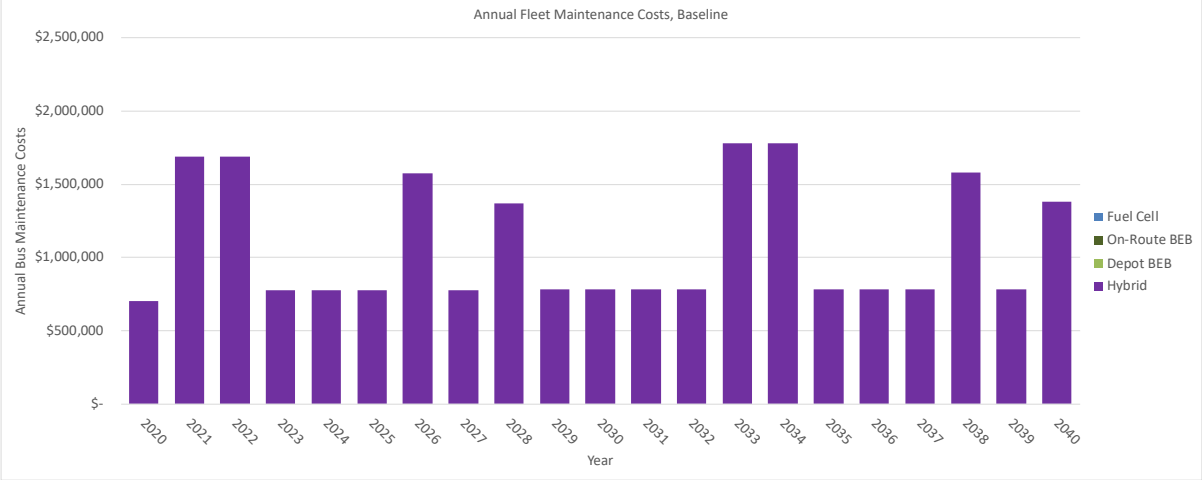


Figure 36 - Annual Fleet Maintenance Costs, Baseline

BEB Only

Figure 37 shows the combined labor, materials, and midlife overhaul costs for the BEB Only scenario for each year of the transition, in 2020 dollars. For the Depot with On-Route Charging scenario, warranty costs are used in place of the midlife battery replacement, so there are spikes in the expected maintenance costs the same years that a large number of buses are purchased, such as 2028. In this scenario, the 12-year replacement cycle shifts the cyclical

pattern in maintenance costs from non-purchasing years to purchasing years. Comparing 2020 to 2032—a non-purchasing and non-midlife year when the fleet is composed of only hybrids compared to when the fleet is mostly BEBs—the annual maintenance drops from around $780,000 to around $500,000. Despite the $75,000 for the warranty exceeding the $50,000 expected for the midlife overhaul of the hybrids, the reduced per mile maintenance expected for the BEBs results in a 4% reduction of maintenance costs for this scenario compared to the Baseline.

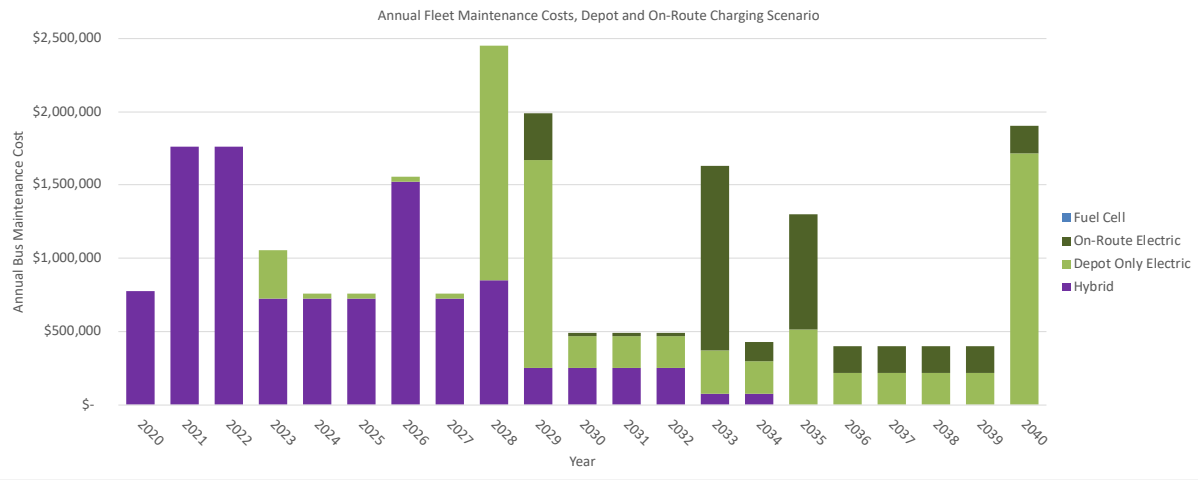


Figure 37 - Annual Fleet Maintenance Costs, BEB Only Scenario

Mixed Fleet: BEB and FCEB

Figure 38 shows the combined labor, materials, and midlife overhaul costs for the Mixed Fleet: BEB and FCEB scenario for each year of the transition, in 2020 dollars. Unlike in the BEB Only scenario, the FCEB scenarios have their largest maintenance costs at the midlife overhaul. These events coincide because the FCEBs have a smaller warranty cost—$16,700 as opposed to $75,000 for BEBs because FCEBs have a significantly smaller battery on board— that applies to their purchase year. Their fuel cells, however, are expected to be replaced midlife—six years after purchasing. This timing results in the years with the highest expected maintenance amounts being years that are at the buses' midlife. Comparing 2020 to 2032 shows a slight decrease in expected maintenance costs per mile due to the fact that the per-mile maintenance cost for the BEBs is lower than that of the diesel-hybrids.

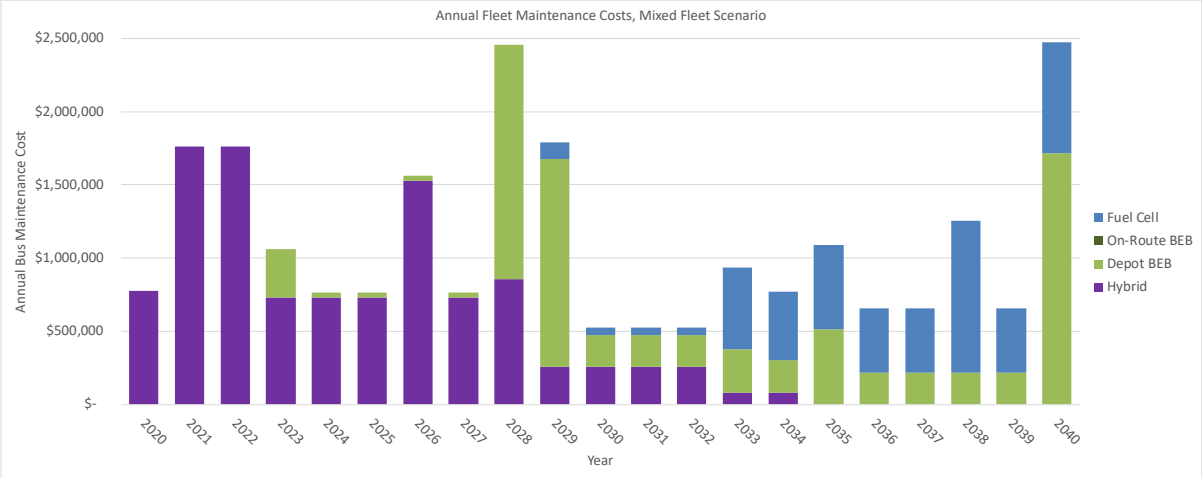


Figure 38 - Annual Fleet Maintenance Costs, Mixed Fleet Scenario

FCEB Only

Figure 39 shows the combined labor, materials and midlife overhaul costs for the FCEB Only scenario for each year of the transition, in 2020 dollars. As discussed with the Mixed Fleet scenario, FCEB's have significant maintenance costs at their midlife when the fuel cells are expected to be replaced. Comparing 2020 to 2032 reveals a slight increase in expected maintenance costs per mile compared to the Baseline or the BEB Only scenarios. This increase is a result of using OCTA's reported maintenance cost, which was used to estimate the maintenance costs for FCEBs in this study; OCTA's reported costs were higher than the estimates used for the diesel-hybrids or BEBs.

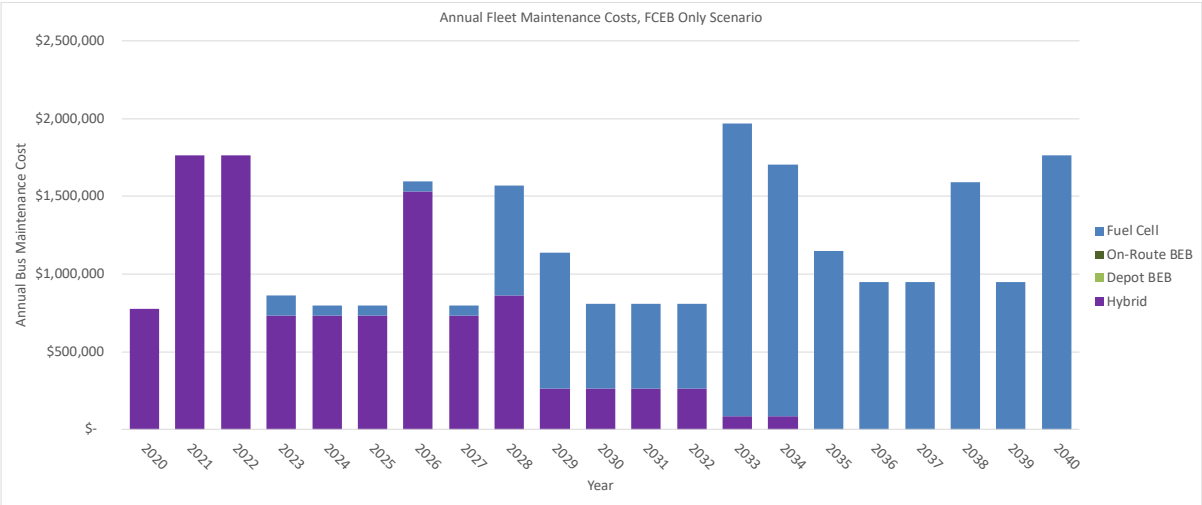


Figure 39 - Annual Maintenance Costs, FCEB Only Scenario

Maintenance Assessment Cost Comparison

The Maintenance Assessment includes all labor, materials and, overhaul costs over the transition for each scenario. **Figure 40** shows the cumulative maintenance costs for each scenario.

Table 25 shows the total maintenance costs for each scenario. All of these scenarios are within $3 million of each other at the end of the 20-year period. The FCEB Only scenario incurs the most maintenance costs while the BEB Only incurs the least. The fact that the FCEB Only scenario was more expensive than the BEB Only Scenario —despite the difference in the $75,000 for the BEB battery warranty and the $56,700 for the FCEB fuel cell replacement and battery warranty cost—shows that the differential in the per-mile maintenance cost of $0.25 per mile for BEBs and $0.59 per mile for FCEBs had a larger impact on the overall annual maintenance costs for the technologies than the warranties costs. It should also be noted that the BEB Depot and On-Route Charging scenario cost about $1 million less than the Baseline scenario over the 20-year transition period.

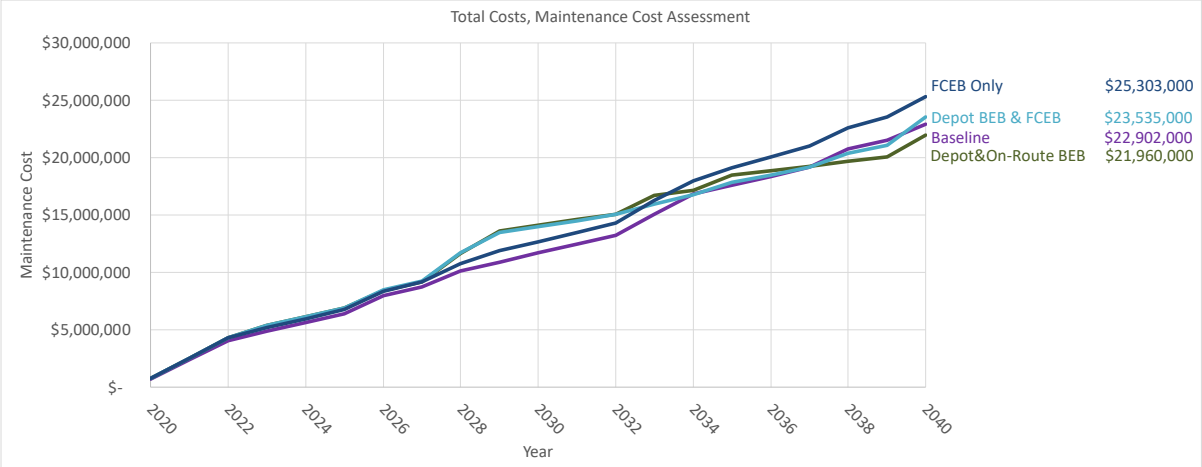


Figure 40 - Total Costs, Maintenance Assessments

Table 25 - Total Costs, Maintenance Assessments

Scenario	Cost	% ZEB
Baseline	$ 22,902,000	0%
BEB Only	$ 21,960,000	100%
Mixed Fleet: BEB and FCEB	$ 23,535,000	100%
FCEB Only	$ 25,303,000	100%

8 Facilities Assessment

The Facilities Assessment determines the scale of supporting infrastructure—charging infrastructure for BEBs and hydrogen infrastructure for FCEBs—necessary to meet the projected energy use estimated in the Fleet and Fuel Assessments. Facilities costs are then estimated based on the assessed infrastructure requirements for the given fleet. This section is divided between battery-electric infrastructure and hydrogen fueling infrastructure, which are further subdivided by their relevant assessment scenarios. Also, since the Baseline assumes that LAVTA already has the facilities necessary to support their diesel hybrid fleet, the Baseline was not included in the facilities assessment. Since LAVTA will be moving their depot from Rutan Court to their new facility at Atlantis Court, the BEB scenarios will include charging infrastructure at Rutan Court for the initial four bus deployment before the full facility build out occurs at the Atlantis Court facility. The charging infrastructure at Rutan Court would be put in place to support BEBs deployed prior to the shift in depots. Some of the costs of the electrical upgrades may be offset by PG&E's EV Fleet Program. If one of the BEB scenarios is pursued by LAVTA, the agency should apply to participate in this program. Similarly, since the permanent FCEB infrastructure cannot be scaled down to the level of four buses, the FCEB Only Scenario would involve a mobile fueler at Rutan Court before there is permanent infrastructure installed at the Atlantis Court facility.

Battery-Electric Charging Scenarios Depot Infrastructure

Scaling to a fleetwide BEB deployment requires a significantly different approach to charging and substantial infrastructure upgrades compared to smaller pilot deployments. With small BEB pilot deployments, charging requirements are met relatively easily with a handful of plug-in pedestal chargers and minimal infrastructure investment. For fleetwide BEB transitions, plug-in charging is impractical as charger dispenser cables can create hazards in the bus yard. Instead, the preferred approach is to use overhead pantograph or reel dispensers attached to gantries installed above bus parking lanes.

In addition to the installation of charging stations, improvements to existing electrical infrastructure, such as upgrades to switchgear or service connections, are required to support deployment of BEBs. Planning and design work, including development of detailed electrical and construction drawings required for permitting, is necessary once specific charging equipment has been selected. To define the installation timeline and costs for charging equipment, the scope of work is broken into four key project types: planning, structural, power upgrades, and charger installation. These projects are typically sized and scheduled to meet near-term charging requirements rather than immediately building out all necessary infrastructure for a full fleet transition.

CTE and AECOM developed estimates for components of each project type to build up a total cost estimate by project type. Assumptions used for BEB infrastructure are shown in **Table 26**. Conceptual layouts for the BEB Only Scenario, prepared by AECOM, are provided in **Appendix A1** – LAVTA Depot Site Plans, **.** As previously mentioned, when LAVTA begins its ZEB transition in 2023, the depot and administrative facilities will still be located at the Rutan Court facility, but will be moving to a new facility on Atlantis Court before its next ZEB purchase in 2028. In

the BEB scenarios, LAVTA elected to pursue installation of two pedestal chargers at the Rutan facility to support the initial four buses, but the full BEB facility buildout will take place at the Atlantis Court location. AECOM did note that deploying the initial four BEBs from Rutan Court will likely require a transformer upgrade unless the existing load on the transformer is below 60kVA but did not identify any other factors that might impede the four-bus deployment.

AECOM also supplied a report including the power requirements, equipment and raceway routing, gantries, and phasing for Atlantis Court as an electric charging depot for both the BEB Only Scenario and the Mixed Fleet: BEB and FCEB Scenario.

For both the BEB Only Scenario and the Mixed Fleet Scenario, AECOM expects that, in 2027, gantries and chargers are installed for the next 40 buses at Atlantis Court. This installation will require a contractor lay-down area to cover the existing driveway and use of temporary access driveways to the north of the existing driveway. At this stage, there will be hybrid parking on the north half of the parking lot, with BEB parking on the southern half. This stage of the project also encompasses phase 1 of the power upgrade phasing outlined by AECOM. To accommodate the demand resulting from the addition of this series of 120kW chargers, a new 480 volt, 3-phase service and a new 2500kVA transformer will be required. See Appendix A1 – LAVTA Depot Site Plans, Depot and On-Route Charging Scenario Phase 1 - 2027 and **A5** for 2027 phasing plan.

In the BEB Only Scenario, the remaining hybrid parking will be converted to additional BEB parking in 2032. This project will require the contractor lay-down area to shift to the north and cover one of the temporary access driveways. At this stage, lot access is also possible through the primary driveway, as well as one of the temporary driveways. At this stage, the second phase of the power upgrade phasing is scheduled to occur in order to accommodate the 13 chargers being added to charge the 24 additional buses. This will require a 2000kVA transformer, as well as a switchboard rated for 2500A at 480V, three-phase. See **Appendix A2** for 2032 phasing plan.

In that same year for the Mixed Fleet Scenario, the same BEB infrastructure projects and service upgrades would be needed. This is also the time when the hydrogen fueling infrastructure will be installed. See **Appendix A6** for 2032 phasing plan.

The final site plans for the completed transition can be seen in the 2035 site layouts in **Appendix A3** for Depot and On-Route Charging Scenario and **A7** for the Mixed Fleet.

Although some of the costs that AECOM supplied such as the power upgrade costs, were estimated as part of CTE's analysis included in this Master Plan, it is recommended that more detailed cost analysis be done before build and or funding obligation based on AECOM's recommendations.

Table 26 – BEB Infrastructure Project Cost Assumptions

Project	Cost Estimate Metrics	Source
Infrastructure Planning	$200k per project	Engineer's estimate
Structural Projects (Gantries, Conduit, duct banks, etc.)	Design/Construction: avg. $117k per bus	Engineer's estimate, includes 20% contingency
Power Upgrade Projects	Design, Construction, & Equip: $96k per MW	Engineer's estimate, includes 20% contingency
Charging Projects	Charging Equipment & Installation: $89k per bus	Quotes and estimates, includes 20% contingency

Key assumptions applied in LAVTA's Facilities Assessment are as follows:

- Gantry structures are used at each depot;
- One plug-in reel or overhead pantograph per bus;
- Two buses per 120 kW charger;
- Two charge windows, i.e. no more than half the buses charge at any given moment;
- Off-peak, overnight charging with automated charge management software; and
- Dispenser capacity to serve up to 80% of the fleet at a time; no movement of buses overnight.

On-Route Charging Infrastructure

The BEB Only scenario has on-route charging infrastructure in addition to the depot charging infrastructure already developed and presented in the previous section. The addition of on-route charging supports deployment and on-route charging of 27 electric buses in addition to 41 depot-only charged buses before 2040. In this section, the on-route infrastructure costs are summarized along with the depot infrastructure costs.

Although it is not always the case, on-route chargers may not require additional support structures, such as gantries, to be built and may not require any structural project planning, as depot chargers do. Required infrastructure projects for on-route chargers include planning, power upgrade, and charger purchase and installation, which can be summarized as design costs and equipment costs. **On-route** chargers were assumed to be located at transit hubs, the Livermore Transit Center and The East Dublin Pleasanton BART station already planned for and utilized in LAVTA's service.

shows the cost assumptions used in the following sections to estimate costs for on-route charging infrastructure. This study did not include the costs of land acquisition for on-route charging sites. On-route chargers were assumed to be located at transit hubs, the Livermore

Transit Center and The East Dublin Pleasanton BART station already planned for and utilized in LAVTA's service.

Table 27 – On-Route Infrastructure Project Cost Assumptions

Project	Cost Estimate Metrics	Source
Structural Projects (Gantries, Conduit, duct banks, etc.)	Design/Construction: avg. 30k per bus	Engineer's estimate, includes 20% contingency
Power Upgrade Projects	Design, Construction, & Equip: $264k per MW	Engineer's estimate, includes 20% contingency
Charging Projects	Charging Equipment & Installation: $39k per bus	Quotes and estimates, includes 20% contingency

BEB Only On-Route Charging Projects

It is assumed that each on-route charging project will cost around $2.7 million per site. The number of on-route projects occurring in a given year are shown in **Figure 41**, below. A total of two on-route charging sites will be required to serve the additional 27 on-route-charged buses, which is expected to cost around $5.4 million. The East Dublin Pleasanton BART Station and the Livermore Transit Center have been identified as potential sites for on-route stations. Site designs for the two identified potential on-route station sites can be found in **Appendix A9**.

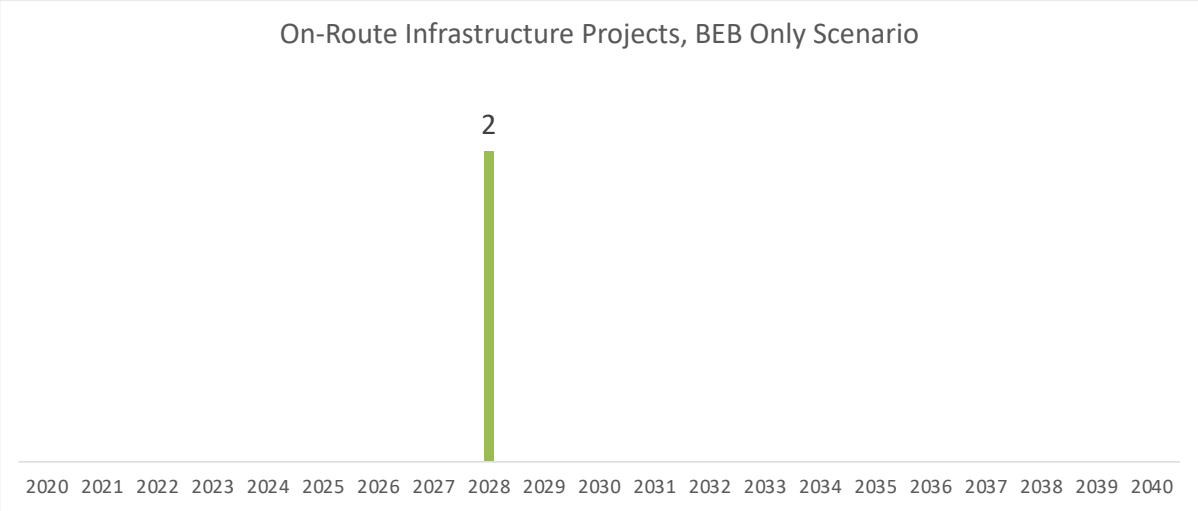


Figure 41 - On-Route Infrastructure Projects, BEB Only Scenario

BEB Only Depot Planning Projects

In addition to on-route charger projects, the Depot and On-Route Scenario also requires infrastructure planning at the depot. Planning is estimated to cost $200,000 at each depot. One $200,000 project is therefore planned for LAVTA over the transition period.

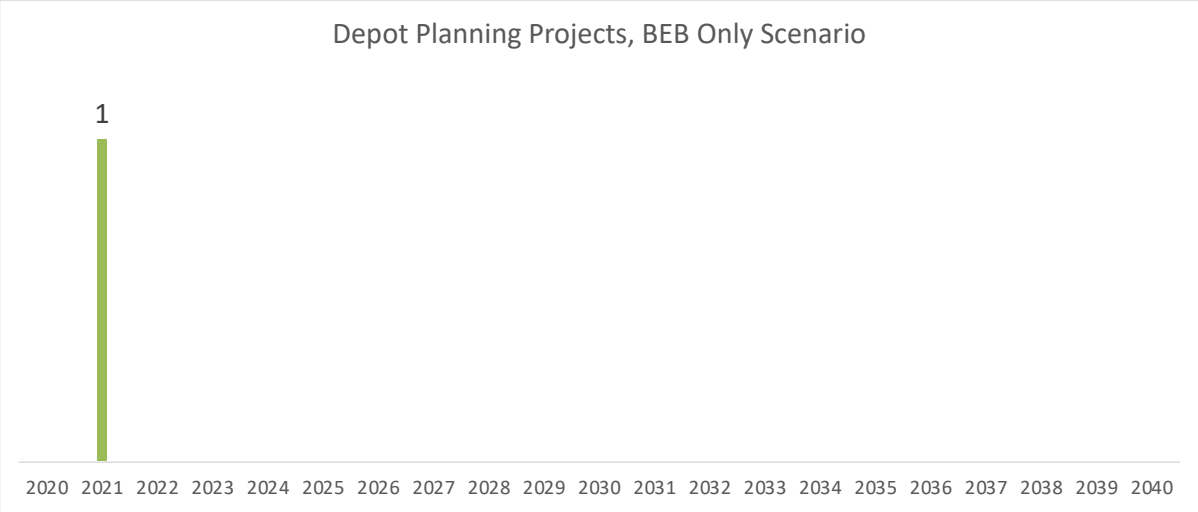


Figure 42 - Depot Planning Projects, BEB Only Scenario

BEB Only Depot Structural Projects

Structural projects include (1) trenching and build out duct banks from the switchgear to the charger pads, (2) construction of charger pads (i.e. foundation for charging equipment), (3) construction of gantry foundations and overhead gantry structures that hold the dispensers, and (4) installation of conduit from switchgear to charger pads and gantries. **Table 28** shows the detailed cost assumptions for structural projects. These cost assumptions also apply to other projection scenarios. Duct bank cost is incurred only once per depot, other costs are on a per gantry basis.

Table 28 – Structural Project Cost Assumptions

Item	Cost	Unit
Initial Duct/Bank	$ 300,000	per depot
Gantry & Foundation	$ 450,000	per gantry
Incremental Duct Bank/Conduit	$ 22,000	per gantry
Charger Pad (3 chargers per gantry)	$ 25,000	per gantry
Contingency	20%	on project costs
Design Engineering	6%	on project costs and contingency

Each bar in the figure below indicates a structural project to add overhead gantry capacity to the depot. **Figure 43** shows the number of gantries added in a given year. Each gantry can serve up to six buses. A total of 12 gantries will be needed at LAVTA's Atlantis depot.

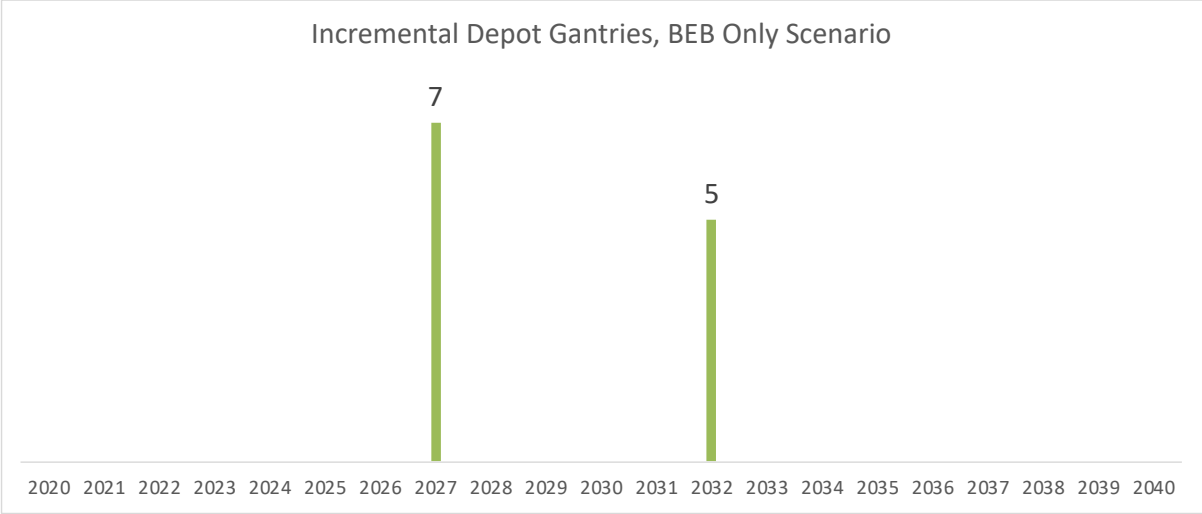


Figure 43 –Incremental Depot Gantries, BEB Only Scenario

Figure 44 shows the total annual costs of structural projects by depot for the BEB Only scenario. These costs include the initial duct bank costs, gantry and foundation costs, incremental duct bank/conduit costs, and charger pad costs per gantry, sequenced in accordance with the costs in the table above. On top of these costs, 20% contingency and 6% engineering costs are added.



Figure 44 – Annual Depot Structural Projects Cost, BEB Only Scenario

BEB Only Power Upgrade Projects

Power upgrade projects include construction of transformer foundations and installation of transformers. It is assumed that transformers will be modular, and incremental power requirements are met over time. The table below shows the estimated costs for depot power upgrade projects.

Table 29 – Depot Power Upgrade Cost Assumptions, BEB Only Scenario

Transformer/Switchback Pad	Cost	Unit
Transformer	Covered by PG&E	
Trench and Ductbank	$ 30,000	per project
Construction, Equipment (1 MW)	$ 125,000	per project
Construction, Equipment (2 MW)	$ 125,000	per project
Construction, Equipment (4 MW)	$ 250,000	per project
Contingency	20%	on project costs
Design Engineering	6%	on project costs and contingency

Figure 45 shows incremental required electrical demand, in megawatts, for each depot. Each entry indicates the minimum amount of power that must be added in a given year to meet the growing demand at a given facility as more BEBs are purchased.

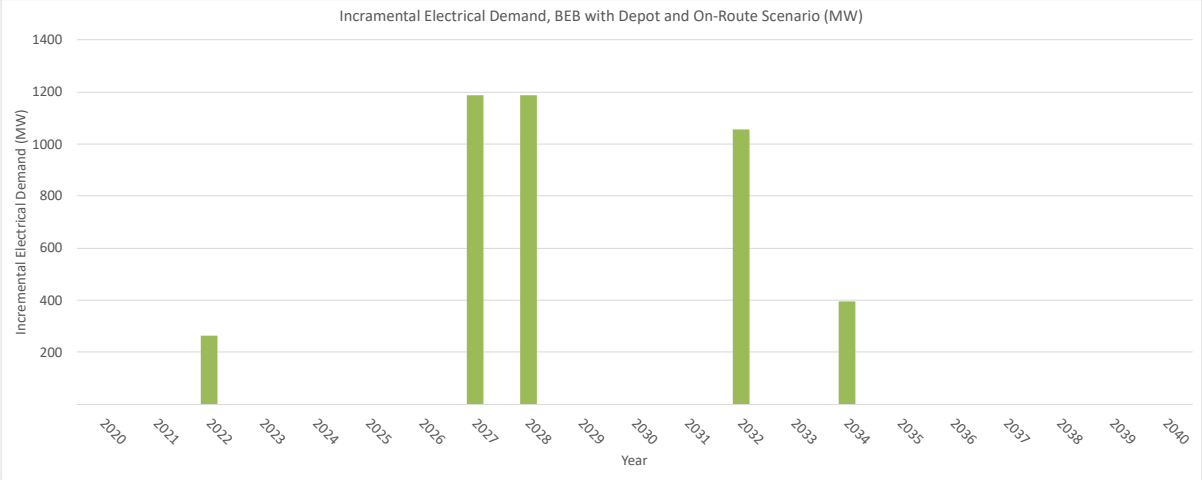


Figure 45 – Incremental Depot Electrical Demand, BEB Only Scenario (MW)

Power upgrades are consolidated to occur in selected years, in accordance with the required demand in **Figure 45.** These recommended upgrades are shown in **Figure 46**. LAVTA will need to add an additional estimated 6 MW of capacity to its system by 2040 to accommodate charging for 68 BEBs.

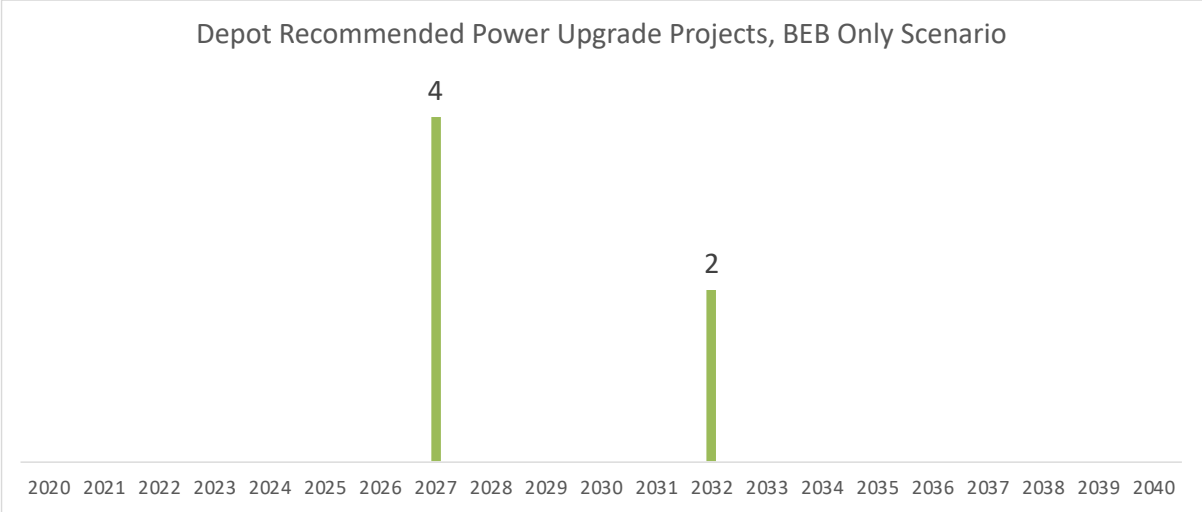


Figure 46 – Depot Recommended Power Upgrade Projects, BEB Only Scenario (MW)

The total cumulative cost of power upgrade projects at the depot, in 2020 dollars, is provided in Error! Reference source not found.. Total estimated power upgrade costs over the project life are approximately $0.57 million.

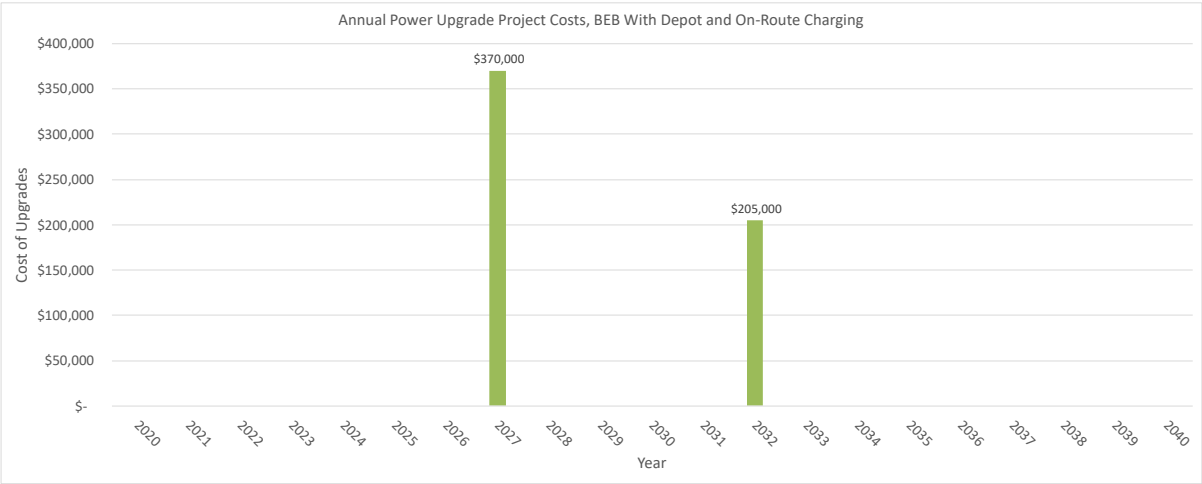


Figure 47 – Depot Annual Power Upgrade Project Costs, BEB Only Scenario

BEB Only Depot Charger Installation Projects

Charging projects include purchase and installation of 120 kW chargers and dispensers. Each bus will require one dispenser. Every two buses (40-foot and larger) will require one charger. Dispensers are expected to be either overhead reel or pantograph style. **Table 30** provides the costs assumed for charger and dispenser installs. As seen in **Figure 48** and **Figure 49**, in total, this scenario would require 33 chargers (66 dispensers) at LAVTA's Atlantis site.

Table 30 - Dispenser and Charger Project Cost Assumptions

Item	Cost	Unit
Charger	$ 120,000	per 120 kW charger
Charger Installation	$ 12,000	per 120 kW charger
Dispenser/Pantograph	$ 10,000	per dispenser
Dispenser Installation	$ 5,000	per dispenser
Contingency	20%	on project costs

Figure 48 and **Figure 49** show the annual dispensers and charger installations by depot for each year of the project.

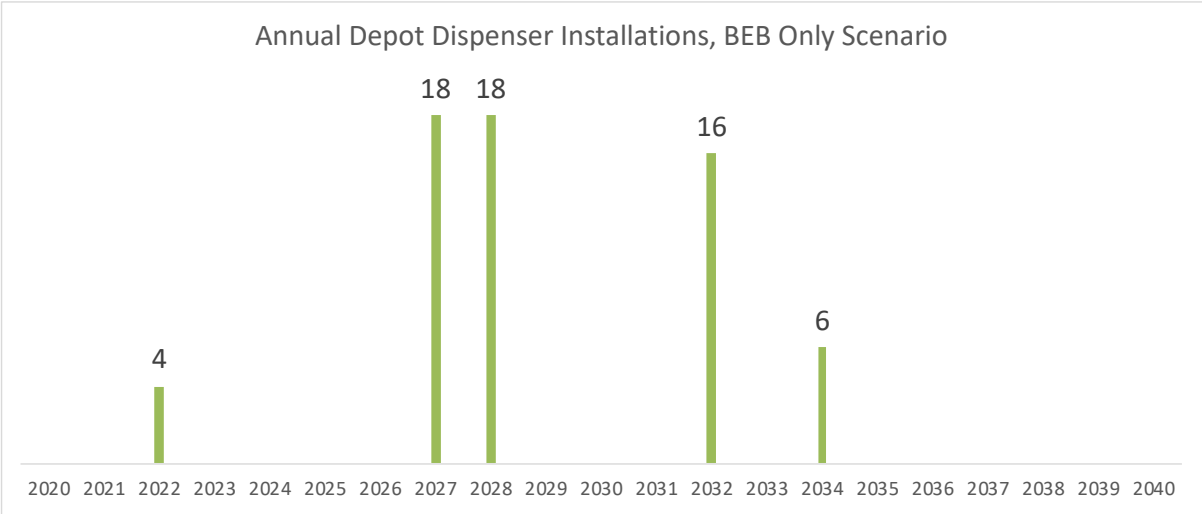


Figure 48 – Annual Depot Dispenser Installations, BEB Only Scenario

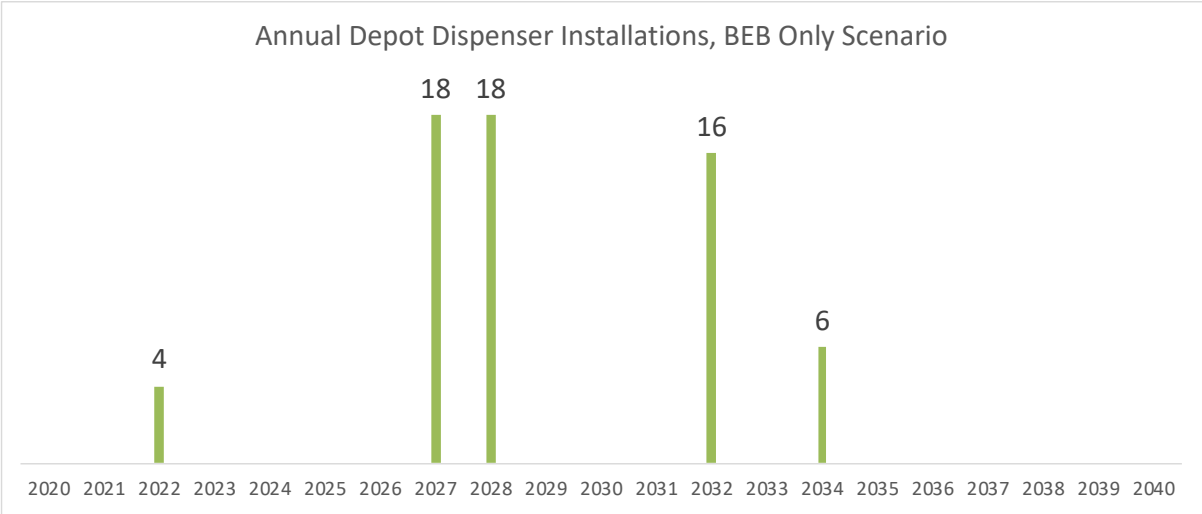


Figure 49 – Annual Depot Charger Installations, BEB Only Scenario

Figure 50 shows the annual cost of charger and dispenser installations based on these cost assumptions and the above estimated charger and dispenser quantities.

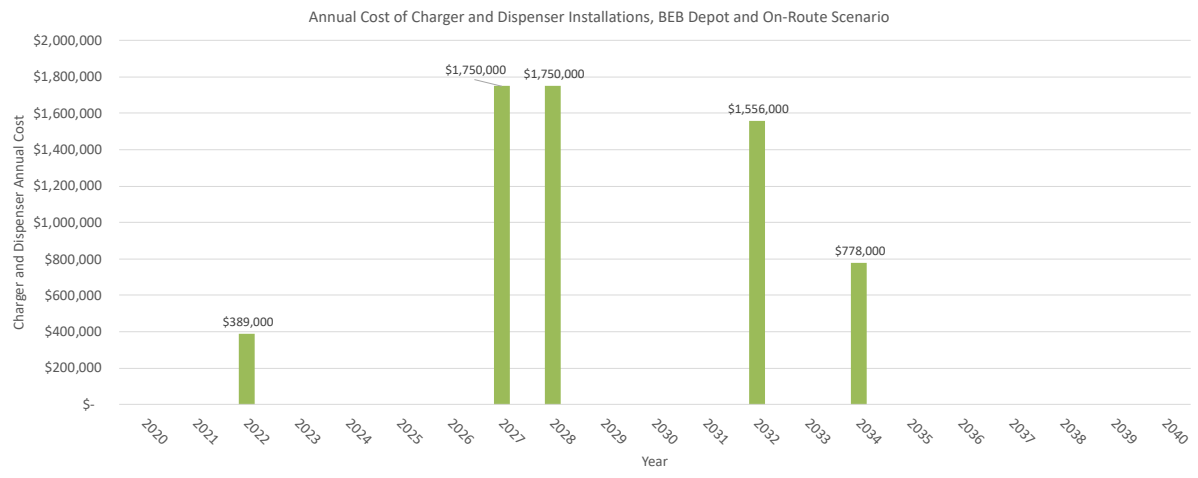


Figure 50 - Annual Cost of Depot Charger and Dispenser Installations, BEB Only Scenario

BEB Only (with Depot and On-Route Charging) Infrastructure Cost Summary

Table 31 summarizes all costs for charging infrastructure for the BEB Only scenario. **Figure 51** - Cumulative Total Infrastructure Costs, BEB Only Scenario shows the cumulative total cost breakdown. The estimated total infrastructure costs for the BEB Only scenario is approximately $20 million. This total cost includes all gantry structural projects, all power upgrade projects, all charger and dispenser installations, all planning projects, design engineering costs and the added 20% contingency on all costs, as well as the design and equipment costs for on-route charging infrastructure.

Table 31 - Total Infrastructure Costs, BEB Only Scenario

Depot	Cost
Atlantis	$ 14,387,000
On-Route	$ 5,370,000
Total	**$ 19,757,000**

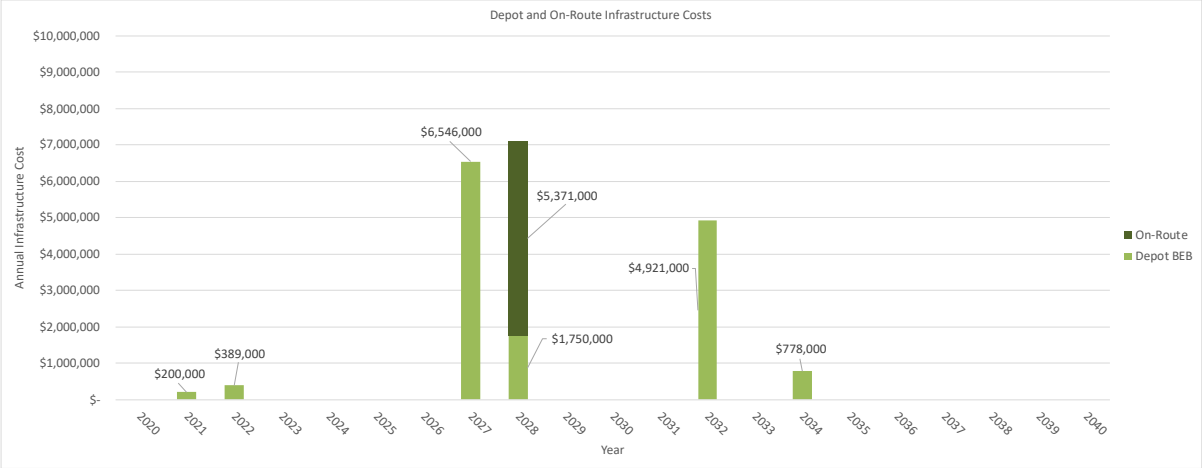


Figure 51 - Cumulative Total Infrastructure Costs, BEB Only Scenario

Mixed Fleet: BEB and FCEB Scenario – BEB Facility

Mixed Fleet Charging Scenario Depot Planning Projects

In the Mixed Fleet Scenario, BEB infrastructure planning will be required at the depot. Planning is estimated to cost $200,000 for planning the infrastructure transition at the Atlantis depot. One $200,000 project is therefore planned for LAVTA over the transition period.

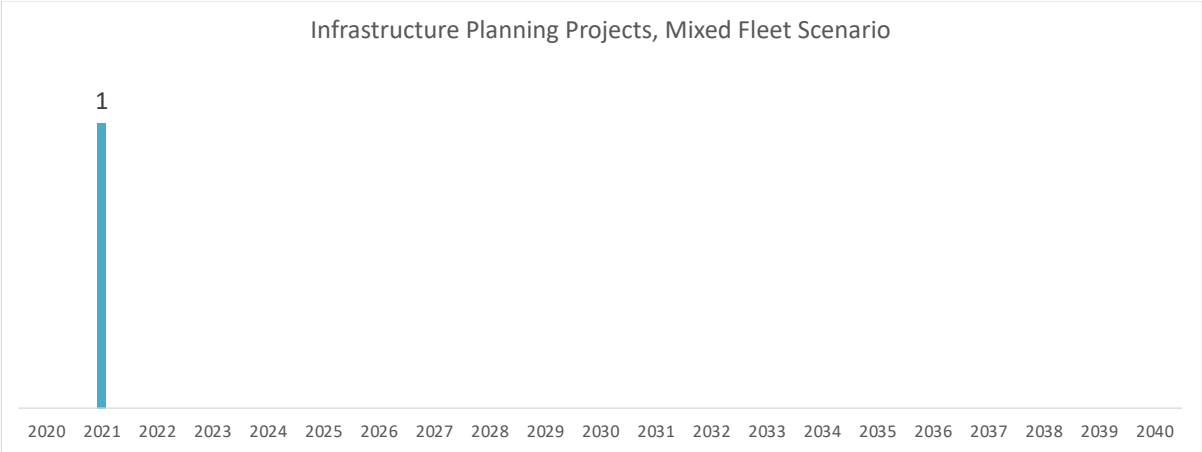


Figure 52 - Planning Projects, Mixed Fleet Charging Scenario

Mixed Fleet Charging Structural Projects

Structural projects include (1) trenching and build out duct banks from the switchgear to the charger pads, (2) construction of charger pads (i.e., foundation for charging equipment), (3) construction of gantry foundations and overhead gantry structures that hold the dispensers, and (4) installation of conduit from switchgear to charger pads and gantries. See **Table 32** for

the detailed cost assumptions for structural projects. Duct bank cost is incurred only once per depot, other costs are on a per gantry basis.

Table 32 - Structural Project Cost Assumptions

Item	Cost	Unit
Initial Duct/Bank	$ 300,000	per depot
Gantry & Foundation	$ 450,000	per gantry
Incremental Duct Bank/Conduit	$ 22,000	per gantry
Charger Pad (3 chargers per gantry)	$ 25,000	per gantry
Contingency	20%	on project costs
Design Engineering	6%	on project costs and contingency

Each entry in the table below indicates a structural project to add overhead gantry capacity to the depot. **Figure 53** shows the number of gantries added in a given year at the depot. Each gantry can serve up to eight buses. A total of 7 gantries will be needed at LAVTA to support BEB charging in this scenario.

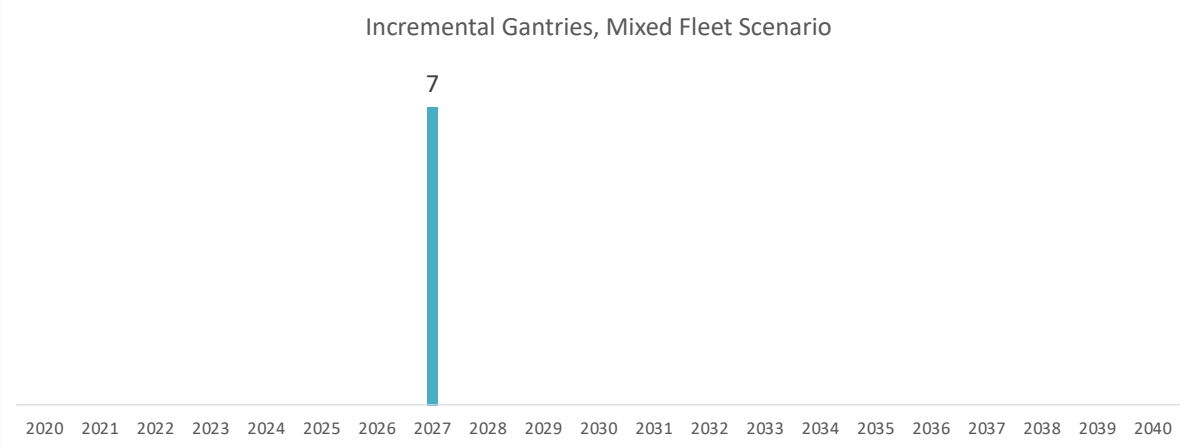


Figure 53 – Incremental Gantries, Mixed Fleet Charging Scenario

Figure 54 – Annual Structural Projects Cost, Mixed Fleet Scenario shows the total annual costs of structural projects by depot for the Mixed Fleet Charging scenario. These costs include the initial duct bank costs at each depot, plus gantry and foundation costs, incremental duct bank/conduit costs and charger pad costs per gantry, sequenced in accordance with the above tables. On top of these costs, 20% contingency and 6% engineering costs are added.

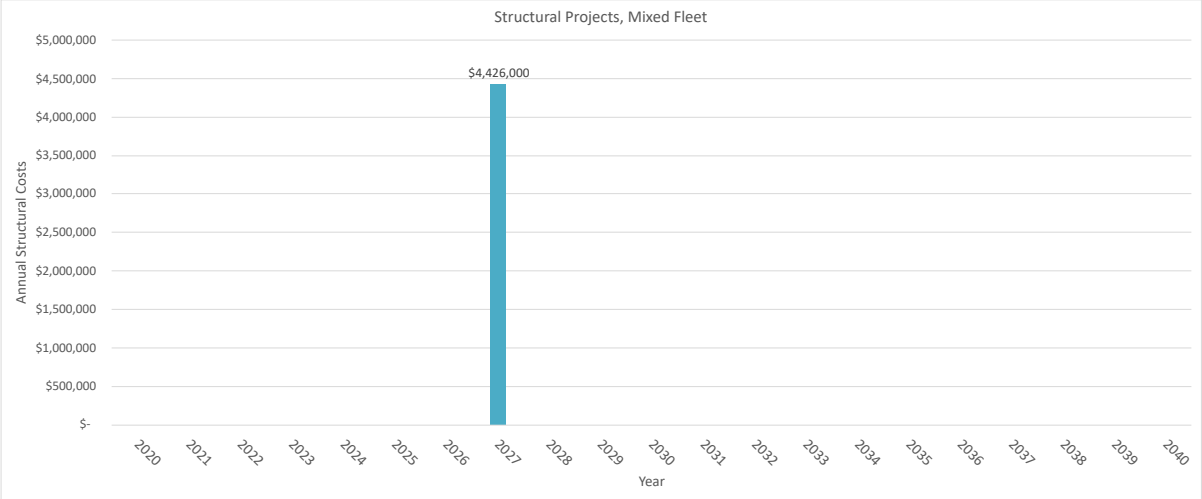


Figure 54 – Annual Structural Projects Cost, Mixed Fleet Scenario

Mixed Fleet Power Upgrade Projects

Power upgrade projects include construction of transformer foundations and installation of transformers. It is assumed that transformers will be modular, and incremental power requirements are met over time. **Table 29** shows the estimated costs for depot power upgrade projects.

Figure 55 shows incremental required electrical demand, in megawatts, for each depot. Each entry indicates the minimum amount of power that must be added in a given year to meet the growing demand at a given facility as more BEBs are purchased.

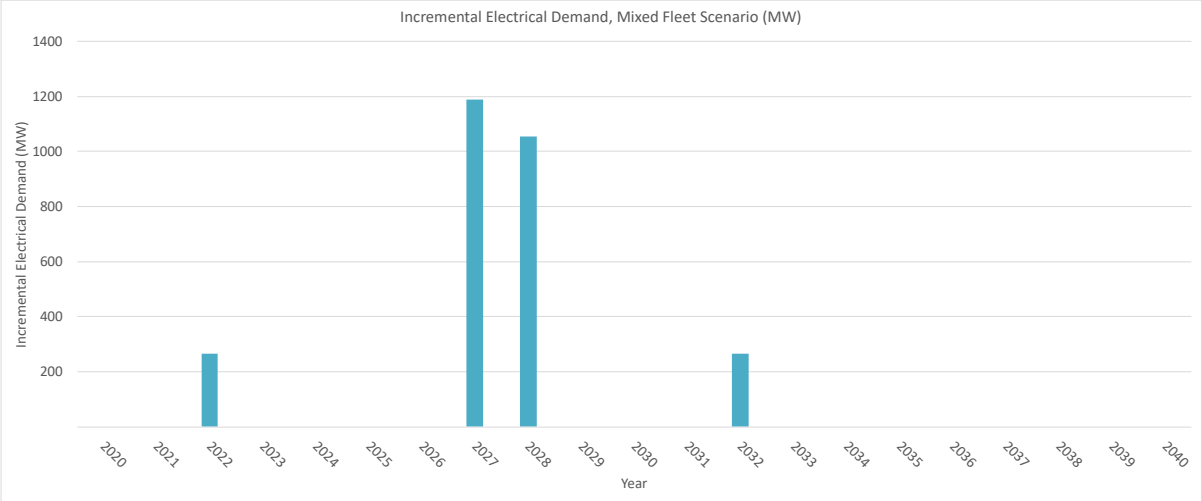


Figure 55 – Incremental Electrical Demand, Mixed Fleet Scenario (MW)

Power upgrades are consolidated to occur in selected years, in accordance with the required demand in **Figure 55.** These recommended upgrades are shown in **Figure 56**. LAVTA will need to add an additional estimated 4 MW of capacity to its system by 2040 to accommodate charging for 41 BEBs.

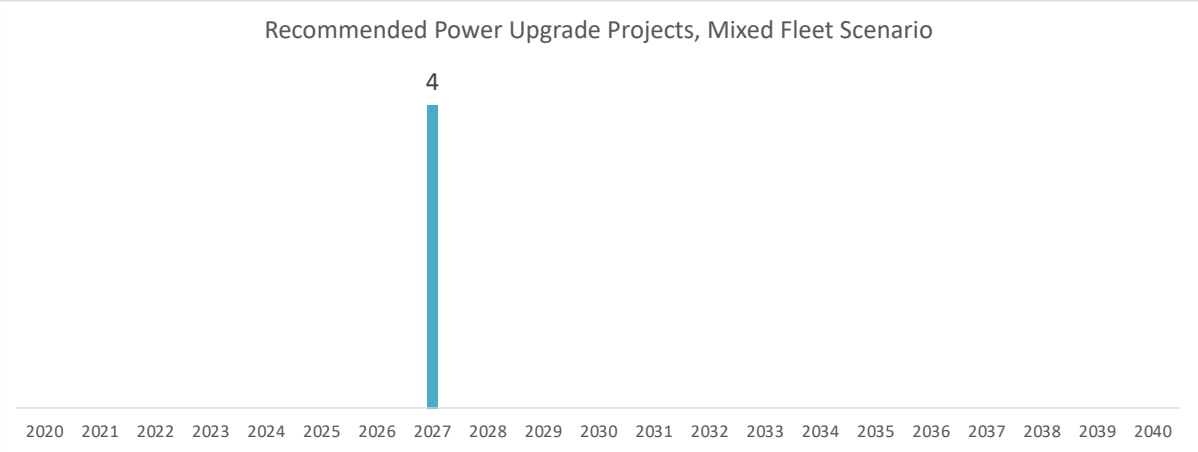


Figure 56 – Recommended Power Upgrade Projects, Mixed Fleet Charging Scenario (MW)

The total cumulative cost of power upgrade projects at the depot, in 2020 dollars, is provided in **Figure 57** – Annual Power Upgrade Project Costs, Mixed Fleet Charging Scenario. Total estimated power upgrade costs over the project life are approximately $0.3 million.



Figure 57 – Annual Power Upgrade Project Costs, Mixed Fleet Charging Scenario

Mixed Fleet Charger Installation Projects

Charging projects include purchase and installation of 120 kW chargers and dispensers. Each bus will require one dispenser. Every two buses (40-foot and larger) will require one charger with two dispensers. Dispensers are expected to be either overhead reel or pantograph style.

Table 30 above provides the costs assumed for charger and dispenser installs. As seen in **Figure 58** – Annual Dispenser Installations, Mixed Fleet Charging Scenario **and Figure 59** – Annual Charger Installations, Mixed Fleet Charging Scenarioin total, this scenario would require 21 chargers (42 dispensers) at LAVTA.

Figure 58 – Annual Dispenser Installations, Mixed Fleet Charging Scenario **and Figure 59** – Annual Charger Installations, Mixed Fleet Charging Scenarioshow the annual dispensers and charger installations by depot for each year of the project.

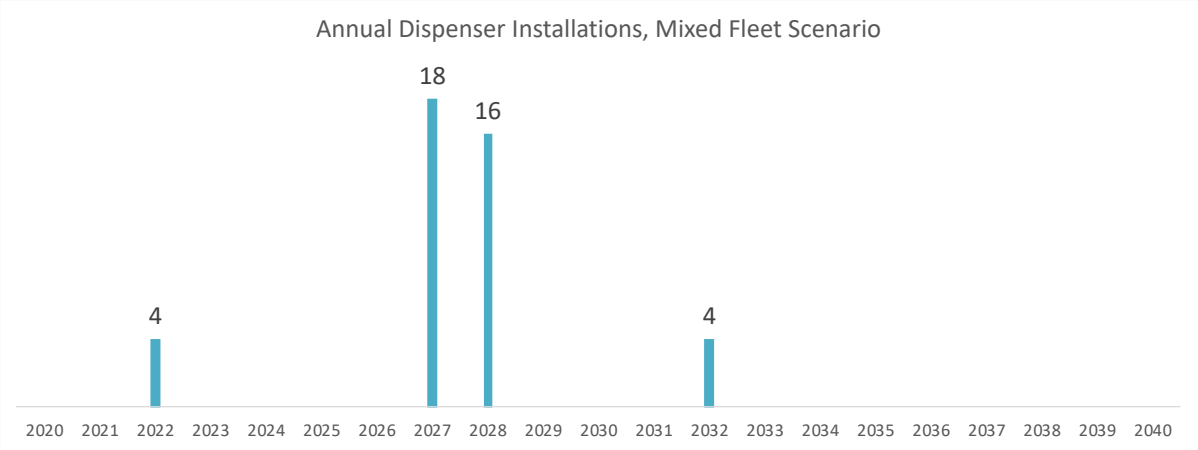


Figure 58 – Annual Dispenser Installations, Mixed Fleet Charging Scenario

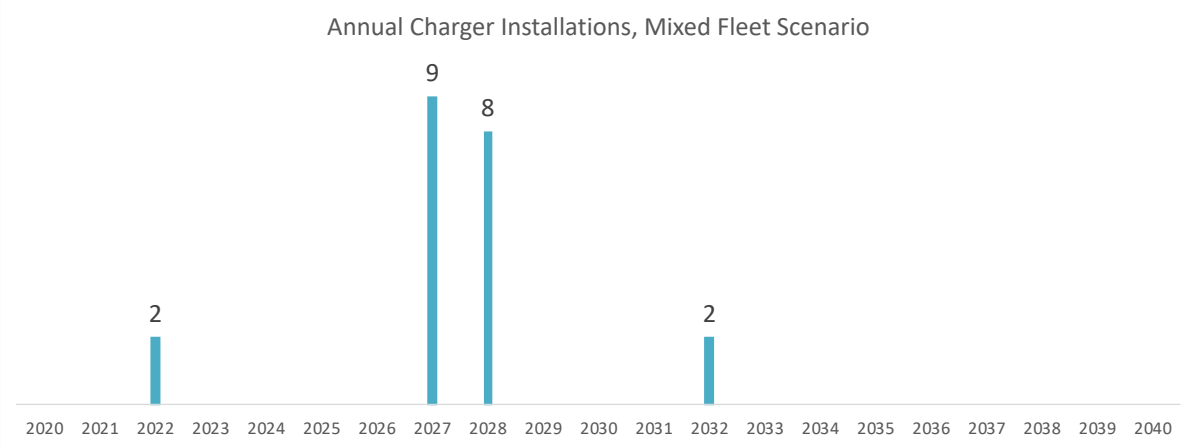


Figure 59 – Annual Charger Installations, Mixed Fleet Charging Scenario

Figure 60 shows the annual cost of charger and dispenser installations based on these cost assumptions and the above estimated charger and dispenser quantities.

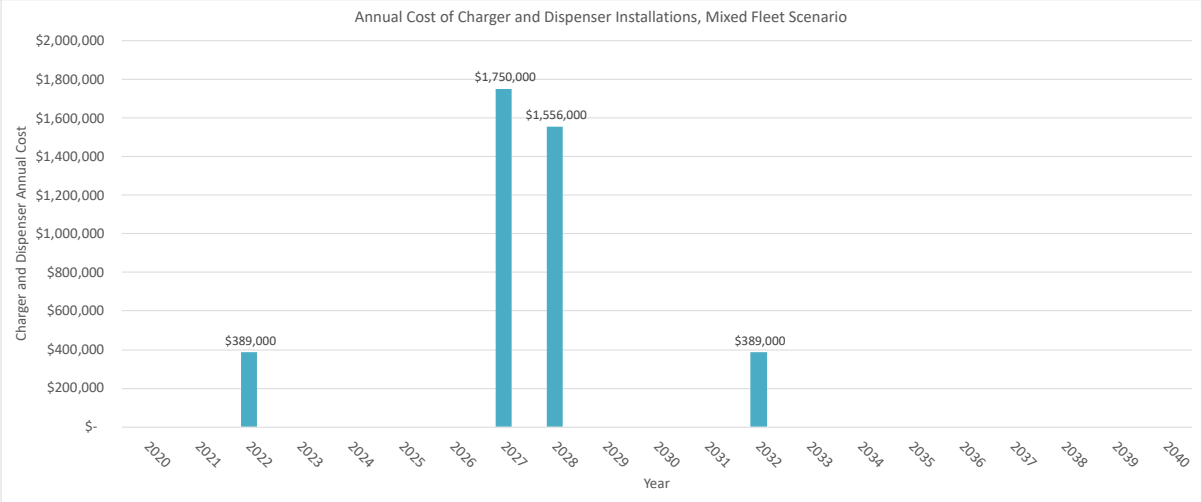


Figure 60 - Annual Cost of Charger and Dispenser Installations, Mixed Fleet Charging Scenario

Mixed Fleet Charging Infrastructure Cost Summary

Table 33 summarizes all costs for charging infrastructure for the Mixed Fleet scenario. **Figure 61** shows the cumulative total cost breakdown for the BEBs in the fleet. The estimated total BEB infrastructure costs for the Mixed Fleet scenario are approximately $9.0 million. This total cost includes all gantry structural projects, all power upgrade projects, all charger and dispenser installations, all planning projects, design engineering costs and the added 20% contingency on all costs, as well as the design and equipment costs for on-route charging infrastructure.

Table 33 - Total BEB Infrastructure Costs, Mixed Fleet Scenario

Depot	Cost
Atlantis	$ 9,011,000
Total	**$9,011,000**

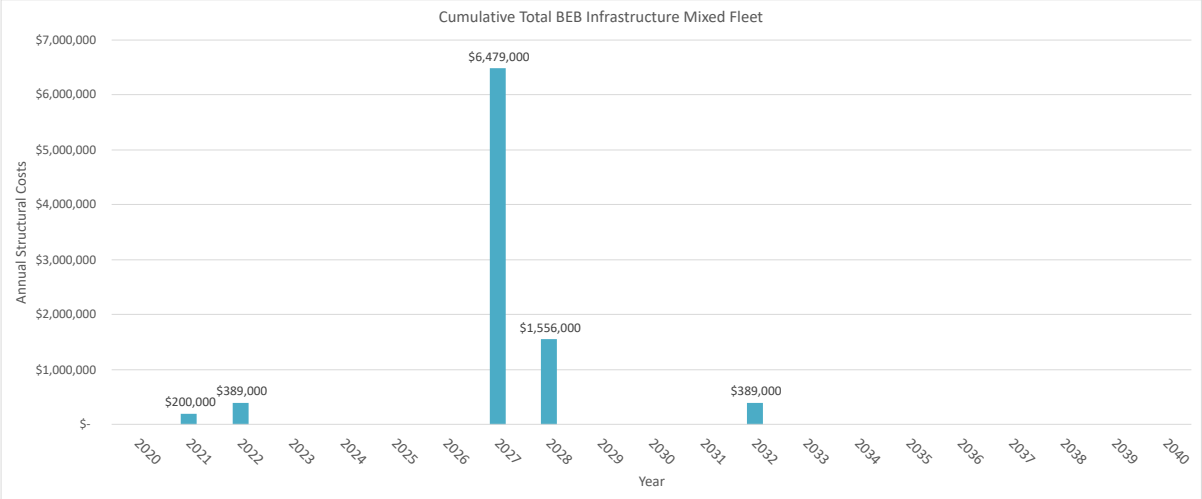


Figure 61 - Cumulative Total BEB Infrastructure Costs, Mixed Fleet Scenario

Hydrogen Fuel Cell Infrastructure Scenarios

To define the timeline and costs to build hydrogen fueling infrastructure, CTE breaks the scope of work into four key project types: (1) planning, (2) structural, (3) maintenance bay upgrades, and (4) fueling. Rather than building out the infrastructure all at once, projects are sized and scheduled to meet near-term fueling requirements.

50-Bus Mechanical Projects

For hydrogen fueling equipment, it is economical to package projects in 50-bus increments with all necessary mechanical and fueling components included except for liquid hydrogen storage tanks. Storage tanks can be added in a modular fashion as demand increases, separately from other fueling components. The 50-bus mechanical projects include:

1. Two dispensers (additional dispensers may be added);
2. All mechanical process equipment and hydrogen wetted components;
3. Design, engineering, and permitting;
4. Construction;
5. Demolition of existing pavement, and excavation;
6. Installation of new equipment foundations;
7. All electrical conduit, conductors, and termination;
8. Emergency shut down and notification system;
9. Mechanical installation; and
10. Electrical utilities and switchgear.

For LAVTA, Fiedler Group conducted an assessment of the FCEB infrastructure requirements at this facility for the Mixed Fleet: BEB and FCEB scenario and the FCEB Only Scenario. Fiedler

Group has over 60 years of experience working on innovative engineering and design projects and is widely viewed as the industry expert on hydrogen fueling station design.

Since both of the scenarios involving FCEBs had several years where there would only be four or five FCEBs in the yard, in the Mixed Scenario and the FCEB Only Scenario respectively, Fiedler Group recommends using a mobile fueler until the number of FCEBs meets or exceeds 19 buses. The infrastructure for a mobile fueler is expected to cost around $72,000 per year. In the Mixed Scenario, that cost is incurred for four years and in the FCEB Only Scenario, it is incurred for five years. When the permanent station is installed, the 50-bus incremental design cost is estimated at around $4.2 million with the incremental capacity expected at $300,000. The other major cost of hydrogen infrastructure is the maintenance bay upgrades required to make the bays hydrogen safety compliant. Upgrading all 14 of the bays at Atlantis Court is estimated at $1.9 million. This cost also assumes that some gas detection equipment will already be installed in the Atlantis Court maintenance bays during construction.

Hydrogen storage must comply with safety distance requirements outlined by the National Fire Protection Association (NFPA). These requirements are primarily outlined in NFPA 2 8.3.2.3.1.6(A) and NFPA 2 8.3.2.3.1.6(B) and are designed to prevent ignition of the hydrogen. Fiedler Group reviewed these hydrogen storage requirements, including siting location with consideration of physical protection minimum distances and alternate minimum distances, as well as hydrogen dispensing requirements and selected a location for the hydrogen storage and fueling infrastructure that complies with these regulations. This site layout can be seen in **Appendix A5-A7** for the Mixed Fleet Scenario and **A8** for the final FCEB Only Layout.

For the assessment of the permanent fueling facility, Fiedler Group assumed liquid hydrogen would be trucked in and stored on site in an above-ground tank. According to Fiedler Group's estimates, for each 50-bus increment, a 15,000-gallon tank will be needed. In the Mixed Scenario, that tank is expected to be installed in 2033 when there are 19 FCEBs in the fleet. In the FCEB Only Scenario, it will be installed when the capacity for the full 68 bus transition is reached in 2028. The size of these tanks allows for storage of four service days' worth of fuel. Two dispensers will be required, both to allow for all the buses to be fueled within an eight-hour window and for the purpose of redundancy.

Fiedler Group worked with AECOM to integrate hydrogen fueling infrastructure into the BEB project design phasing. These designs can be seen in **Appendix A5-A7**. The FCEB Only Scenario site design can be seen in **Appendix A8**.

The cost estimates that Fiedler Group provided for FCEB infrastructure were integrated into CTE's Facilities Assessment and are summarized in **Table 34.** These estimates are based on the 50-bus increments employed by Fiedler Group.

Table 34 – FCEB Infrastructure Planning Assumptions

Project	Cost Estimate	Source
Infrastructure Planning	$200,000 per depot	Engineer's estimate
50-Bus Incremental Mechanical Equipment and Installation Package	Varies by facility; Includes design, permitting, and installation for two (2) dispensers; all mechanical process equipment; electrical utilities and switchgear. Excludes storage tanks.	Engineer's estimate, vendor quotes
Incremental Addition of 15,000 Liquid Hydrogen Tank	$300,000 per tank for installation	Engineer's estimate, vendor quotes
Maintenance Upgrades	Electrical, Lighting, Ventilation, and Gas Detection - $191,500 to upgrade all of LAVTA's maintenance bays	Engineer's estimate

Storage Capacity Projects

Storage capacity projects include the incremental addition of one or more 15,000-gallon liquid hydrogen storage tanks. Tanks are sized at 15,000 gallons to accommodate one truckload of liquid hydrogen, or approximately 3,000 kilograms. Storage capacity projects are planned in conjunction with bus mechanical projects to reduce disruptions for construction projects. This practice is standard and has been successfully implemented at OCTA and AC Transit and was recommended by Fiedler Group to San Diego Metropolitan Transit System and Long Beach Transit. The required capacity of hydrogen storage at a given depot is sized to accommodate an approximately four-day supply of average daily fuel use.

Mixed Fleet: BEB and FCEB Scenario – FCEB Facilities

In the Mixed Fleet: BEB and FCEB scenario, charging infrastructure is required to service a total of 41 BEBs while additional hydrogen fueling infrastructure services 27 FCEBs. All buses transition to zero-emission in this scenario.

In addition to BEB charging, hydrogen fueling is required to support the Mixed Fleet: BEB and FCEB scenario. For the FCEB fueling costs, the scope of work is broken into four key project types: (1) planning, (2) structural, (3) maintenance bay upgrades, and (4) fueling. Infrastructure is built out over time as necessary to support FCEB deployment.

Planning Projects

The building of hydrogen infrastructure will require planning at the depot. It is assumed that a planning project costs $200,000, occurring as shown in the table below, and occurs only once per depot. The total cost of planning projects for the one depot is therefore approximately $200,000.

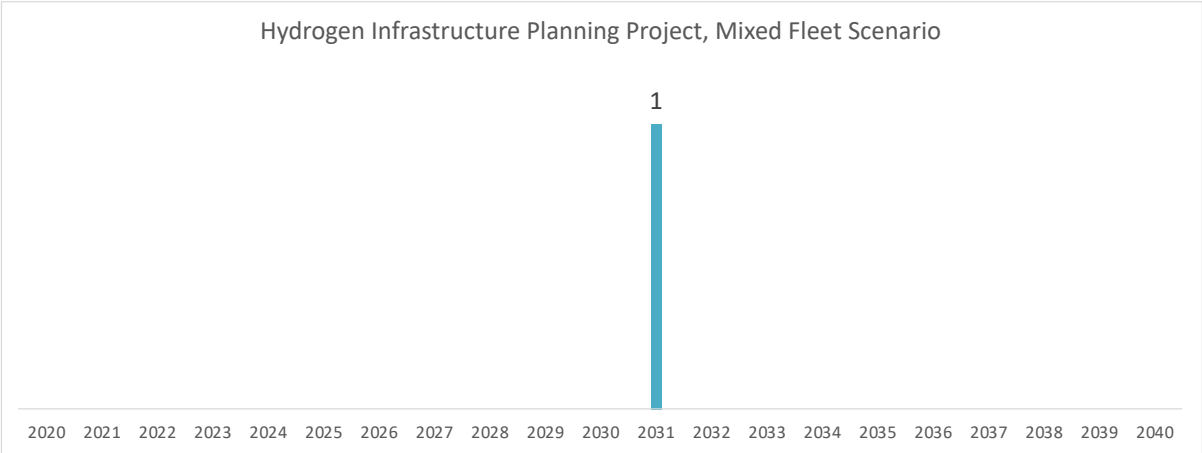


Figure 62 - Planning Projects, Mixed Fleet Scenario

Figure 63 shows the estimated mechanical projects by year. Costs vary per project in a given year due to the scale of the implementation at each depot. Building mechanical infrastructure is grouped into one phase to minimize disruption of service and capital expenses. The total cost of mechanical projects to support the Mixed Fleet scenario is approximately $4.1 million for the one project expected in this scenario.

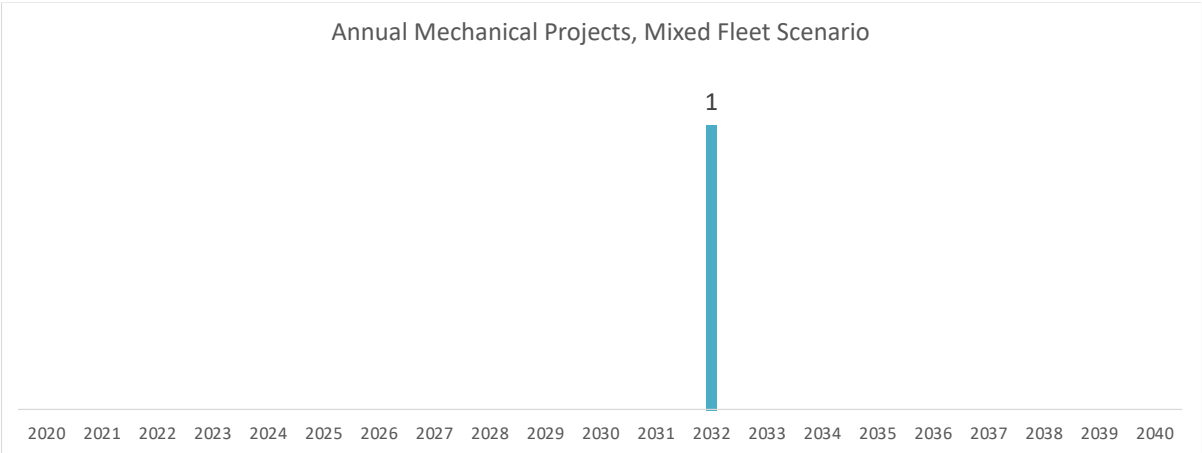


Figure 63 - Mechanical Projects, Mixed Fleet Scenario

Storage Capacity Projects

Figure 64 shows the planned storage capacity project and costs by year. The total storage capacity projects costs approximately $300,000 over the life of the study with one project in 2028 at LAVTA.

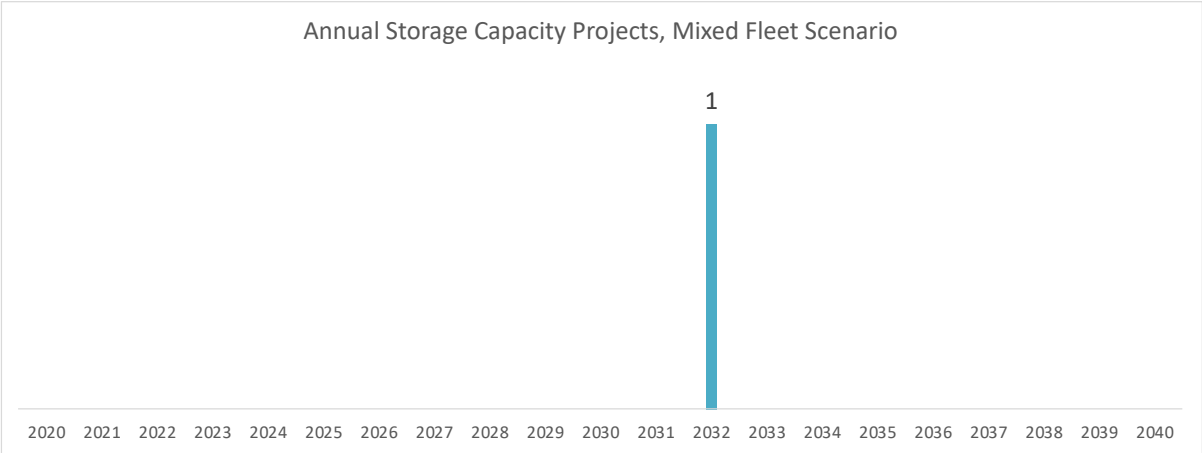


Figure 64 - Storage Capacity Projects, Mixed Fleet Scenario

Maintenance Bay Upgrade Projects

Maintenance bays at each depot require hydrogen detection and exhaust equipment to ensure safety. **Figure 65** indicates the timing and location of upgrade projects, as well as the number of bays that require upgrades at each depot. All 14 maintenance bays will require upgrades so that all bays will be able to service FCEBs.

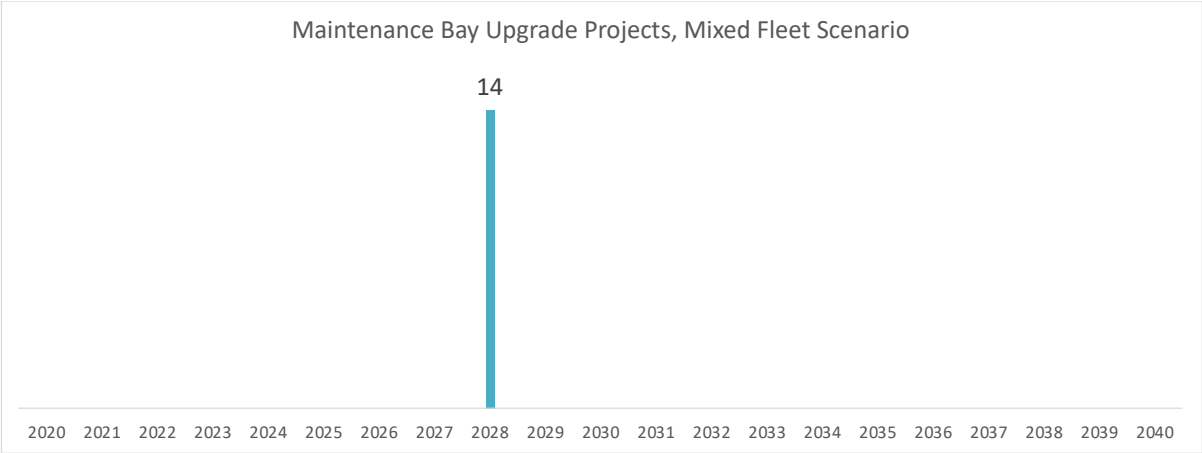


Figure 65 - Hydrogen Maintenance Bay Upgrade Projects, Mixed Fleet Scenario

At LAVTA, CTE assumed nearly $14,000 per bay for the required upgrades. This cost comes from the requirement of additional ventilation systems necessary for hydrogen detection. Since LAVTA is in the process of building a new facility, these costs are reduced from what they would usually be for upgrading a diesel maintenance bay, because designing the bays for servicing FCEBs will be less expensive than retrofitting an existing bay. For maintenance bay upgrade projects, CTE estimates a total cost of $1,900,000 at LAVTA in 2028.

Mixed Fleet FCEB Infrastructure Summary

Figure 61 provides the total infrastructure costs for the Mixed Fleet scenario for the entire transition period. The total build of required FCEB infrastructure will cost approximately $5.1 million for the FCEB Only scenario. It is important to note that this scenario also includes procurement of 41 BEBs between 2023 and 2033, which will require additional charging infrastructure, as outlined in the BEB infrastructure section. The cost of these projects combined would be around $19.8 million. **Figure 67** shows a cumulative summary of infrastructure costs by year.

Annual costs for the FCEB infrastructure portion of the mixed fleet are provided in **Figure 66**. The total combined infrastructure costs for the Mixed Fleet Scenario can be seen in **Figure 67** - Cumulative Infrastructure Costs, Mixed Fleet: BEB and FCEB Scenario**.**

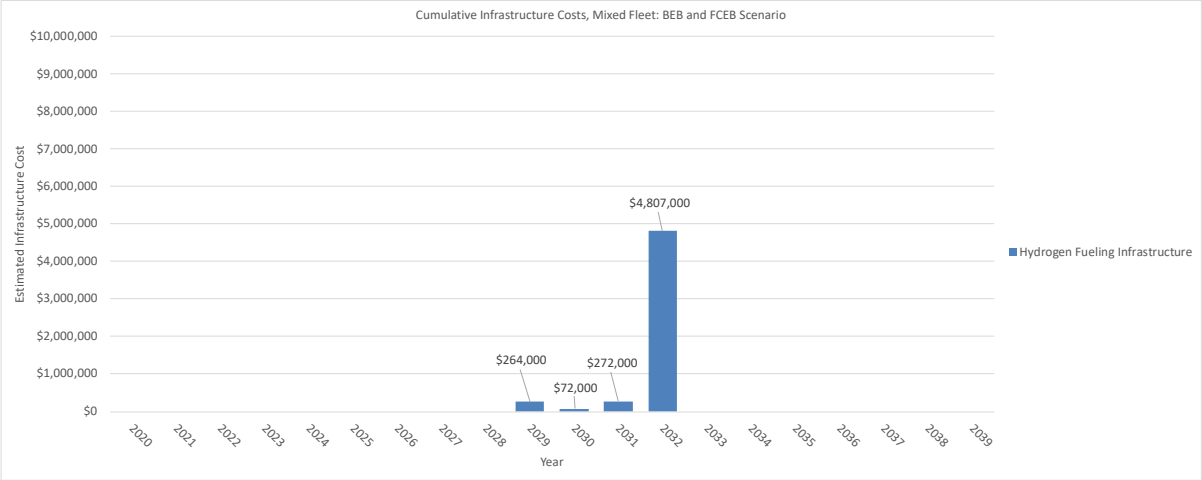


Figure 66 - Annual FCEB Infrastructure Costs, Mixed Fleet: BEB and FCEB Scenario

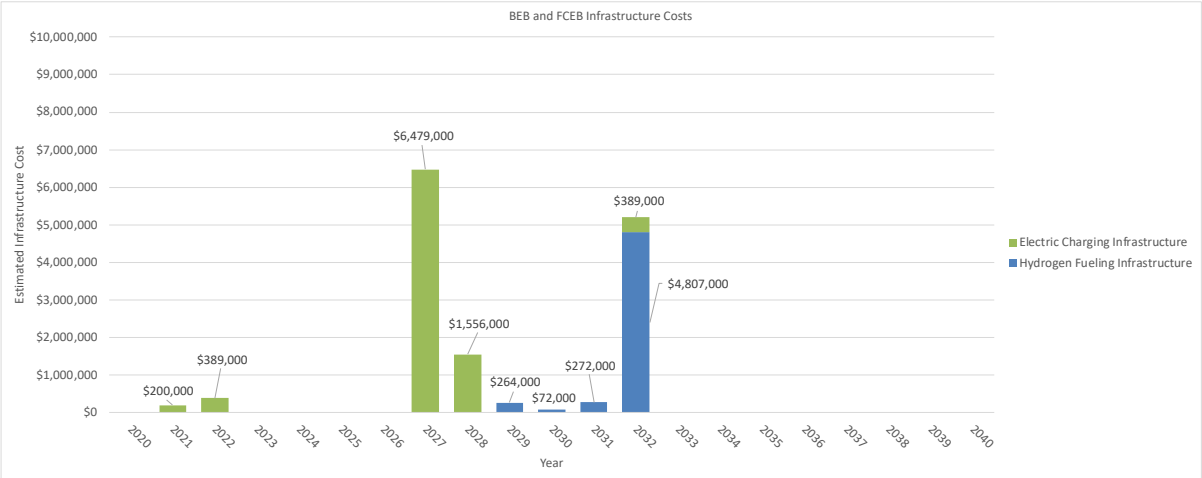


Figure 67 - Cumulative Infrastructure Costs, Mixed Fleet: BEB and FCEB Scenario

FCEB Only

The FCEB Only scenario assumes that FCEBs are utilized to run all of LAVTA's routes by 2035. The following estimates calculate necessary hydrogen infrastructure costs to support a fleet of 68 FCEBs by 2035.

Planning Projects

The building of permanent hydrogen infrastructure will require planning at each depot. It is assumed that each planning project will cost $200,000, occurring as shown in the graph below, and only once per depot. The total cost of planning projects for the one depot is therefore approximately $200,000.



Figure 68 – Planning Projects, FCEB Only Scenario

Figure 69 shows the estimated mechanical projects by year. Costs vary per project in a given year due to the scale of the implementation at each depot. Building mechanical infrastructure at each depot are grouped into no more than two phases to minimize disruption of service and capital expenses. The total cost of mechanical projects to support the FCEB Only scenario is approximately $4.2 million, and the project is scheduled in 2027.

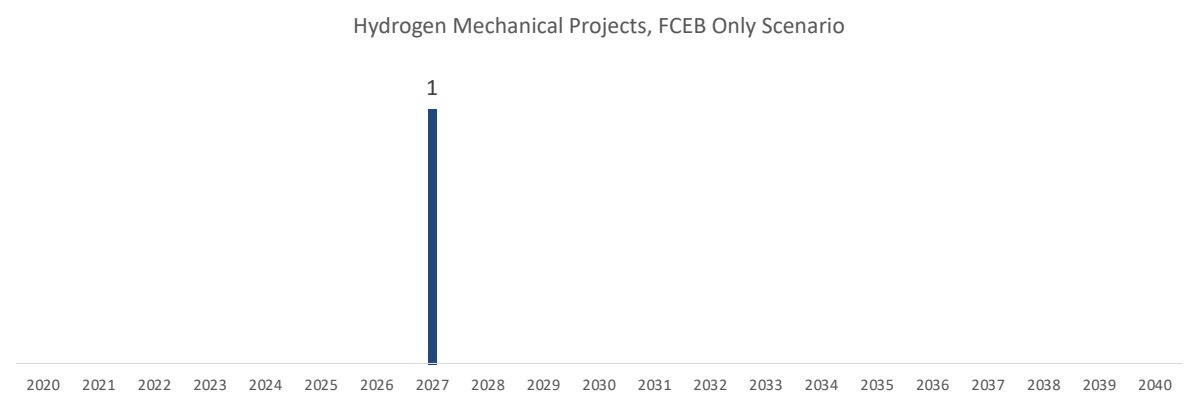


Figure 69 – Hydrogen Mechanical Projects, FCEB Only Scenario

Storage Capacity Projects

Figure 70 - Hydrogen Storage Capacity Projects, FCEB Only Scenarioshows the planned storage capacity projects and costs by year and depot. The total storage capacity projects will cost approximately $0.6 million over the life of the study. There will be a single project in 2027 that will add the capacity for the initial 50-bus capacity tank, as well as the additional capacity for the 18 additional buses required in the full fleet transition.

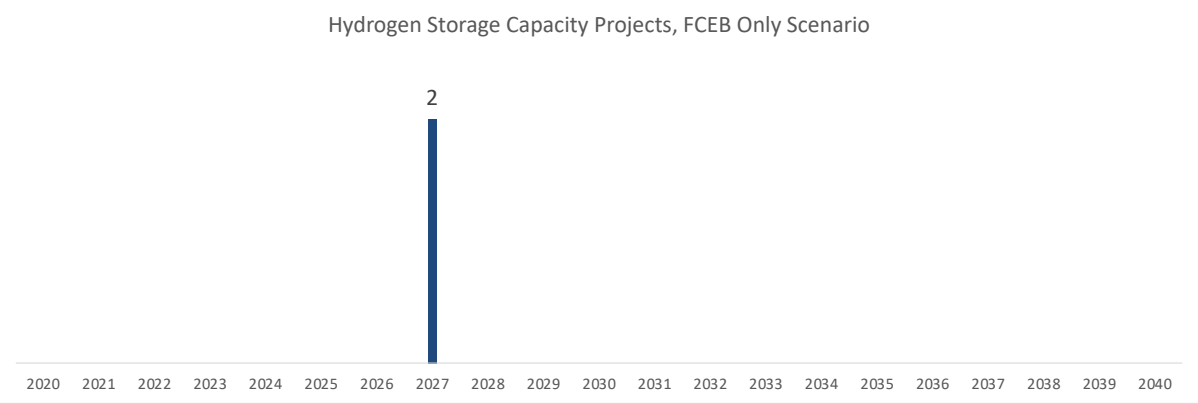


Figure 70 - Hydrogen Storage Capacity Projects, FCEB Only Scenario

Maintenance Bay Upgrade Projects

Maintenance bays at each depot will require hydrogen detection and exhaust equipment to ensure safety. **Figure 71** indicates the timing and location of upgrade projects, as well as the number of bays that require upgrades. A total of 14 maintenance bays will require upgrades.

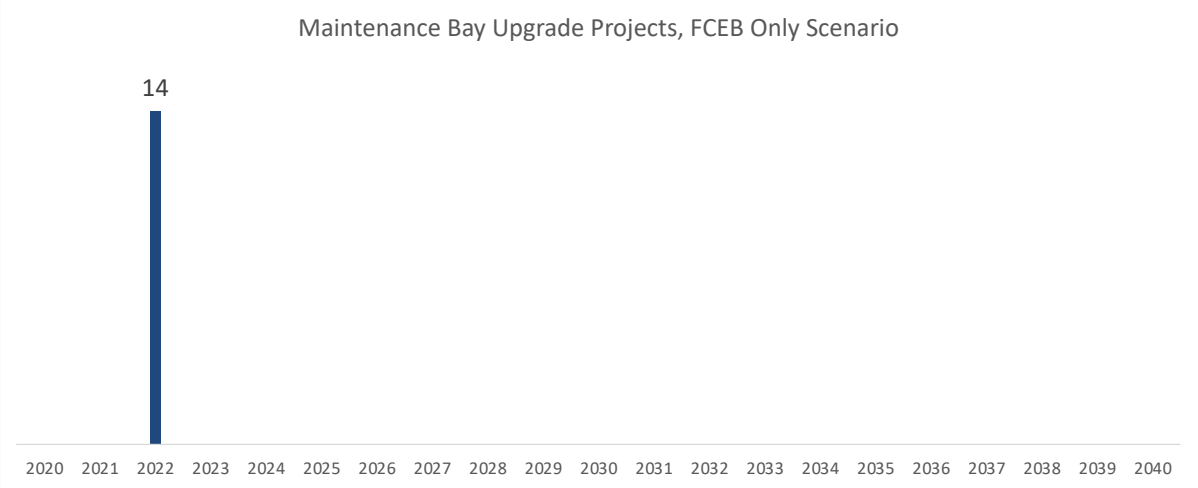


Figure 71 - Hydrogen Maintenance Bay Upgrade Projects, FCEB Only Scenario

CTE assumed $13,600 per bay for the required upgrades. This cost comes from the requirement of additional ventilation systems. For maintenance bay upgrade projects, CTE estimates a total cost of $1,900,000 for LAVTA in 2022.

FCEB Only Infrastructure Summary

Table 35 provides the total infrastructure costs for the FCEB Only scenario for the entire transition period. The total build of required FCEB infrastructure will require approximately $9.8 million for the FCEB Only scenario. **Figure 72** shows a cumulative summary of infrastructure costs by year at the depot including the cost of the mobile fuelers prior to the install of the permanent infrastructure in 2027.

Table 35 – Total Infrastructure Costs, FCEB Only Scenario

Depot	Cost
Atlantis	$ 9,752,000
Total	**$ 9,752,000**

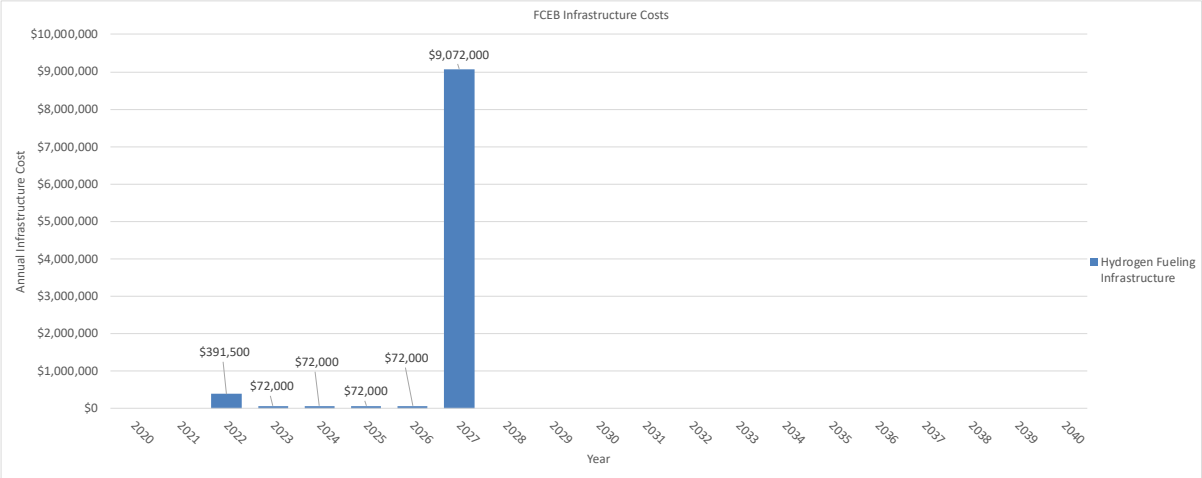


Figure 72 - Cumulative Infrastructure Costs, FCEB Only Scenario

Facilities Assessment Cost Comparison

The Facilities Assessment includes all infrastructure-related costs over the transition for each scenario. **Figure 73** shows the cumulative infrastructure costs for each scenario. **Table 36** shows the combined total costs and percentage of ZEBs in the fleet in 2040.

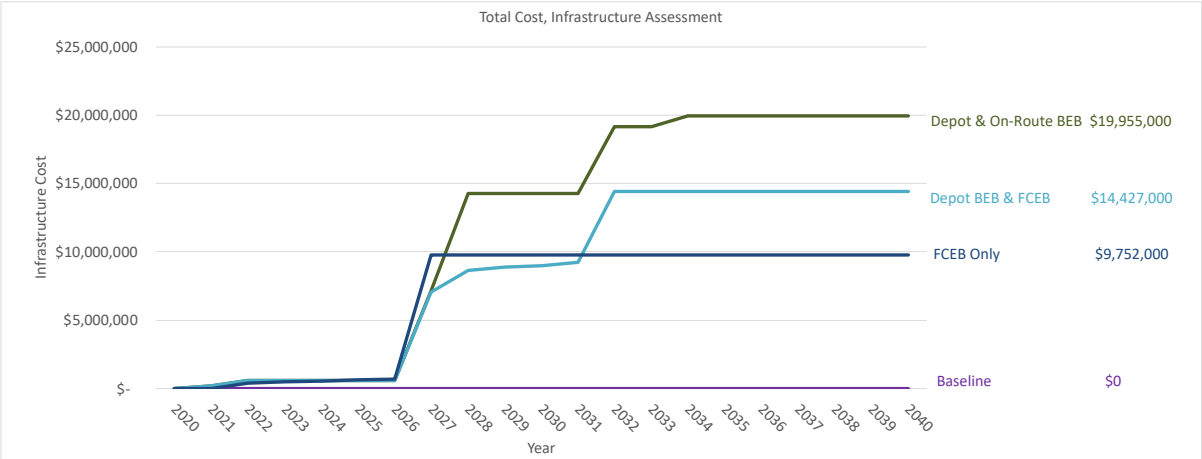


Figure 73 - Total Cumulative Costs, Facilities Assessment

Table 36 - Total Cumulative Costs, Facilities Assessment

Scenario	Cost	% ZEB in 2040
Baseline	$ 0	0%
BEB Only	$ 19,955,000	100%
Mixed Fleet: BEB and FCEB	$ 14,427,000	100%
FCEB Only	$ 9,752,000	100%

9 Total Cost of Ownership Assessment

The Total Cost of Ownership Assessment compiles the results from the Fleet, Fuel, Facilities, and Maintenance Assessments to show cumulative and annual costs throughout the transition period for each scenario. It includes selected capital and operating costs of each fleet scenario over the transition timeline. Other costs may be incurred (e.g. incremental operator and maintenance training) during a fleet transition; however, these four assessment categories are the key drivers in ZEB transition decision-making.

This study assumes no cost escalation or any cost reduction due to economies of scale for ZEB technology because there is no historical basis for these assumptions. Future changes to LAVTA's service level, depot locations, route alignments, block scheduling, or other operations are unknown. The analyses below provide best estimates using the information currently available and the assumptions detailed throughout this report.

Costs by Scenario

The following sections show total costs per scenario, broken down by assessment type.

Baseline

Figure 74 shows the combined fleet, fuel, facilities, and maintenance costs for the Baseline scenario in 2020 dollars. Since bus capital costs represent the most expensive cost examined, the peaks in these expenses occur during large purchasing years. Compared to bus costs, the fluctuations in fueling and maintenance cost are minimal and appear fairly stable from one year to the next. Since this scenario assumes that the necessary infrastructure is already present at the depot, there are no infrastructure costs associated with the Baseline scenario. The total combined cost is approximately $138 million over twenty years from 2020 to 2040. This scenario estimates a total of 68 diesel-hybrids in service in 2040.



Figure 74 – Total Costs by Type, Baseline Scenario

BEB Only

Figure 75 shows the combined fleet, fuel, facilities, and maintenance costs for the BEB Only scenario in 2020 dollars. The total combined cost is approximately $195 million over the length

of the transition, from 2020 to 2040. This scenario estimates a total of 68 total BEBs in service by 2040. The trends in the total cost fluctuations between years are largely the same as the Baseline and are also the result of bus capital costs being the main component of yearly costs. Infrastructure costs factor in towards the beginning of the project and maintenance and fueling costs remain relatively stable from year to year.

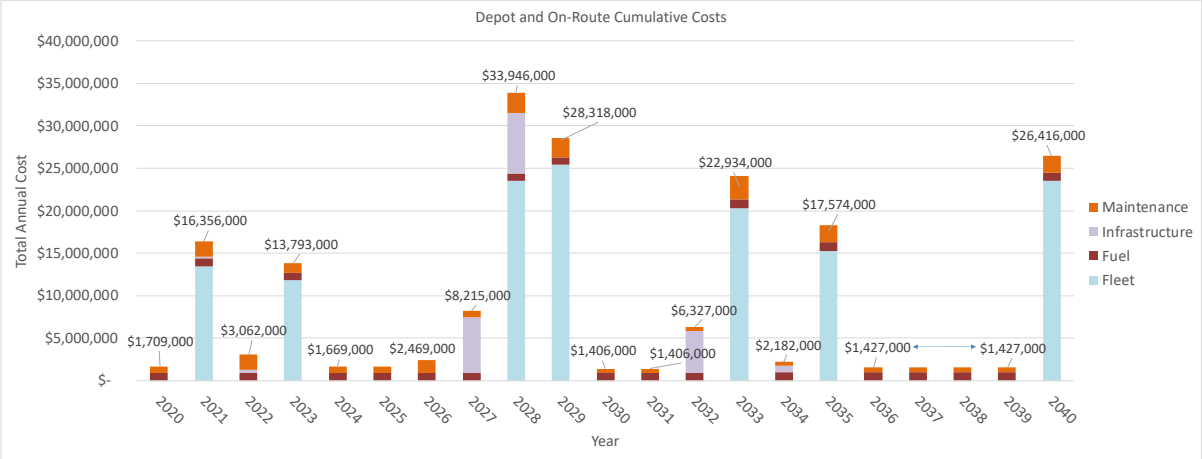


Figure 75 – Total Costs by Type, Depot and On-Route Charging Scenario

Mixed Fleet: BEB and FCEB

Figure 76 shows the combined fleet, fuel, facilities, and maintenance costs related to the Mixed Fleet: BEB and FCEB scenario in 2020 dollars. The total combined cost is approximately $197 million over the length of the transition, from 2020 to 2040. This scenario estimates a total of 41 BEBs and 27 FCEBs (68 total ZEBs) in service by 2040. The patterns of this scenario's bus purchasing, maintenance costs, and fueling costs are similar to those of the previously discussed scenarios with the infrastructure costs being even more isolated towards the beginning of the project.

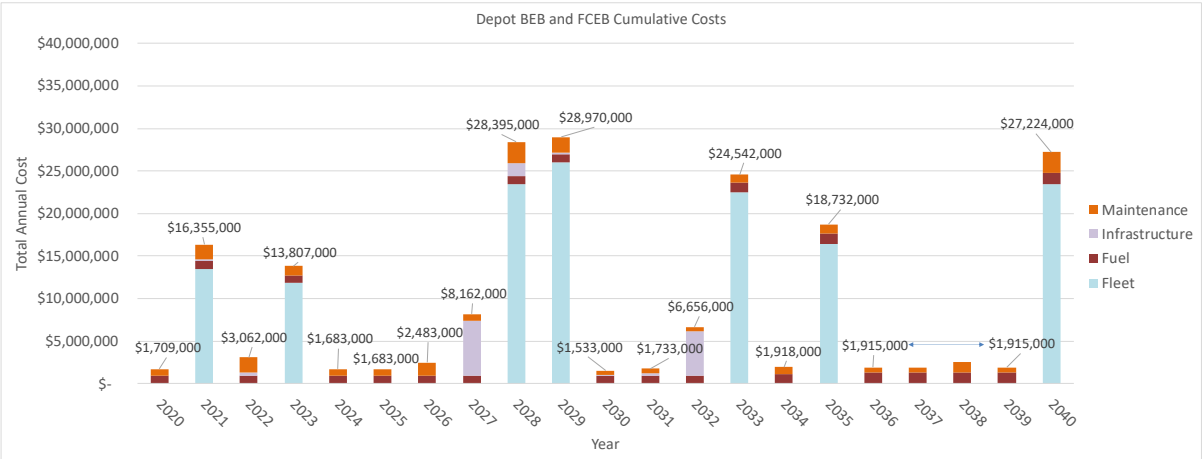


Figure 76 – Total Costs by Type, Mixed Fleet: BEB and FCEB Scenario

FCEB Only

Figure 77 shows the combined fleet, fuel, facilities, and maintenance costs related to the FCEB Only scenario in 2020 dollars. The total combined cost is approximately $216 million over the length of the transition, from 2020 to 2040. This scenario estimates a total of 68 FCEBs in service by 2040. The general trends of this scenario are similar to the previous two ZEB scenarios discussed although this scenario has the highest overall expense of any of the scenarios; however, because the infrastructure costs for FCEBs are significantly lower than the costs for FCEBs, this scenario's annual expenses never exceed $32 million, whereas the two scenarios with BEBs both have years that exceed $33 million.

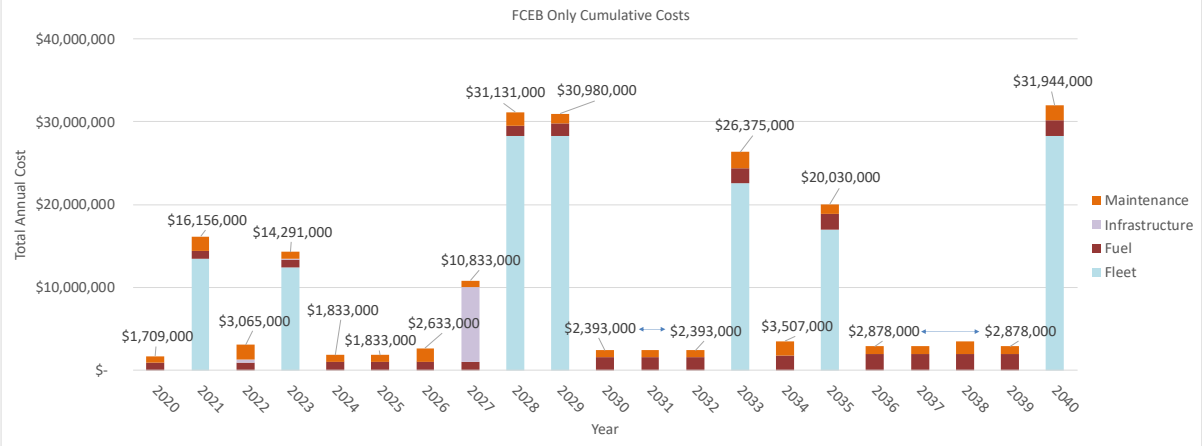


Figure 77 – Total Costs by Type, FCEB Only Scenario

Total Estimated Costs

Figure 78 shows the combined total costs from the assessments above, broken down by scenario. **Table 37** shows the detailed cost totals.

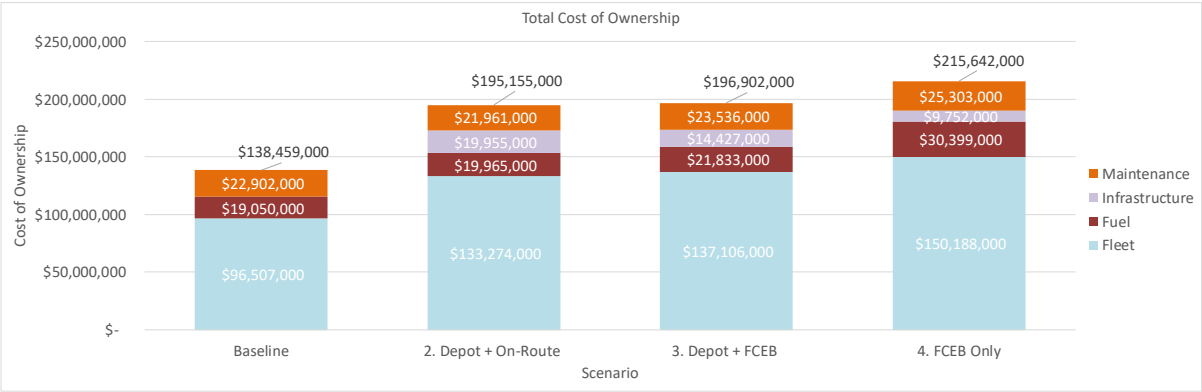


Figure 78 – Total Cost of Ownership, by Scenario

Table 37 – Total Cost of Ownership, by Scenario

Assessment Type	Baseline	BEB Only	Mixed Fleet: BEB and FCEB	FCEB Only
Fleet	$ 96,507,000	$ 133,274,000	$ 137,106,000	$ 150,188,000
Fuel*	$ 19,050,000	$ 19,965,000	$ 21,833,000	$ 30,399,000
Infrastructure	$ 0	$ 19,955,000	$ 14,427,000	$ 9,752,000
Maintenance	$ 22,902,000	$ 21,961,000	$ 23,536,000	$ 25,303,000
Total	**$ 138,459,000**	**$ 195,155,000**	**$ 196,902,000**	**$ 215,642,000**
% ZEB in 2040	**0%**	**100%**	**100%**	**100%**

*Excludes any potential LCFS credit revenue

10 Conclusions and Recommendations

ZEB technologies are in a period of rapid development and change. While the technologies have been proven in many pilot deployments, they are not yet matured to the point where they can easily replace current fossil-fuel technologies on a large scale. BEBs require significant investment in facilities and infrastructure and may require changes to service and operations to manage their constraints. On the other hand, FCEBs can provide an operational equivalent to diesel or CNG buses; however, the cost of buses, fueling infrastructure, and fuel are a significant hurdle.

CARB's ICT regulation is an achievement toward addressing the challenges of climate change and improving local air quality with a goal of 100% zero-emission transit fleets by 2040. However, as demonstrated in this analysis, there will be substantial costs and technical challenges to overcome. Transit agencies may be challenged to meet this goal while maintaining the same level of passenger service.

In an all-BEB strategy, total ZEB transitional costs are likely to be around $195 million not including LCFS credit revenue to offset fuel costs. By adding on-route charging, LAVTA could achieve a transition to a 100% battery-electric fleet without increasing fleet size or sacrificing block achievability. The difference in cost between this scenario and the Baseline scenario is largely the result of the price difference between diesel-hybrid buses and BEBs. Both 40-foot and 60-foot BEBs have completed Altoona testing and are acceptable under the CARB ICT regulation. The BEB Only scenario meets the CARB ICT regulation.

The Mixed Fleet: BEB and FCEB scenario achieves the transition of LAVTA's fleet to 100% zero-emission by 2040 with an estimated total cost of $197 million (not including LCFS credit revenue on fuel). This total cost falls between the BEB-only strategy on the low-cost end and the FCEB-only strategy on the high-cost end. Though the costs are considerably less for a mixed fleet deployment than the FCEB Only scenario, managing a mixed fleet through a transition presents its own complexities, such as installing new BEB infrastructure and installing new FCEB fueling infrastructure in a time frame that does not disrupt service. In this scenario, the depot would also need to have the capacity to fit both kinds of fueling infrastructure. LAVTA may also experience additional benefits as a result of the transition to ZEBs; one commonly cited benefit of ZEBs in the reduction in maintenance requirements. Less maintenance for ZEBs may result in the need for fewer maintenance bays.

If LAVTA selects an FCEB Only strategy, total ZEB transitional costs are estimated at approximately $216 million (not including LCFS credit revenue on fuel) for replacement of 100% of the fleet with FCEBs by 2040. FCEB technology would allow service to continue unaltered without increasing fleet size. A primary assumption for the FCEB analysis is that FCEB buses will be available for all bus types and lengths during the transition period. Due to the lack of market diversity of FCEBs and hydrogen available in the United States, fuel costs and bus capital costs remain high. These costs are expected to come down in the future as more buses are deployed; however, more data is needed to understand how much they may fall. Additionally, data for FCEB maintenance costs reflect higher costs than what might be expected as agencies become

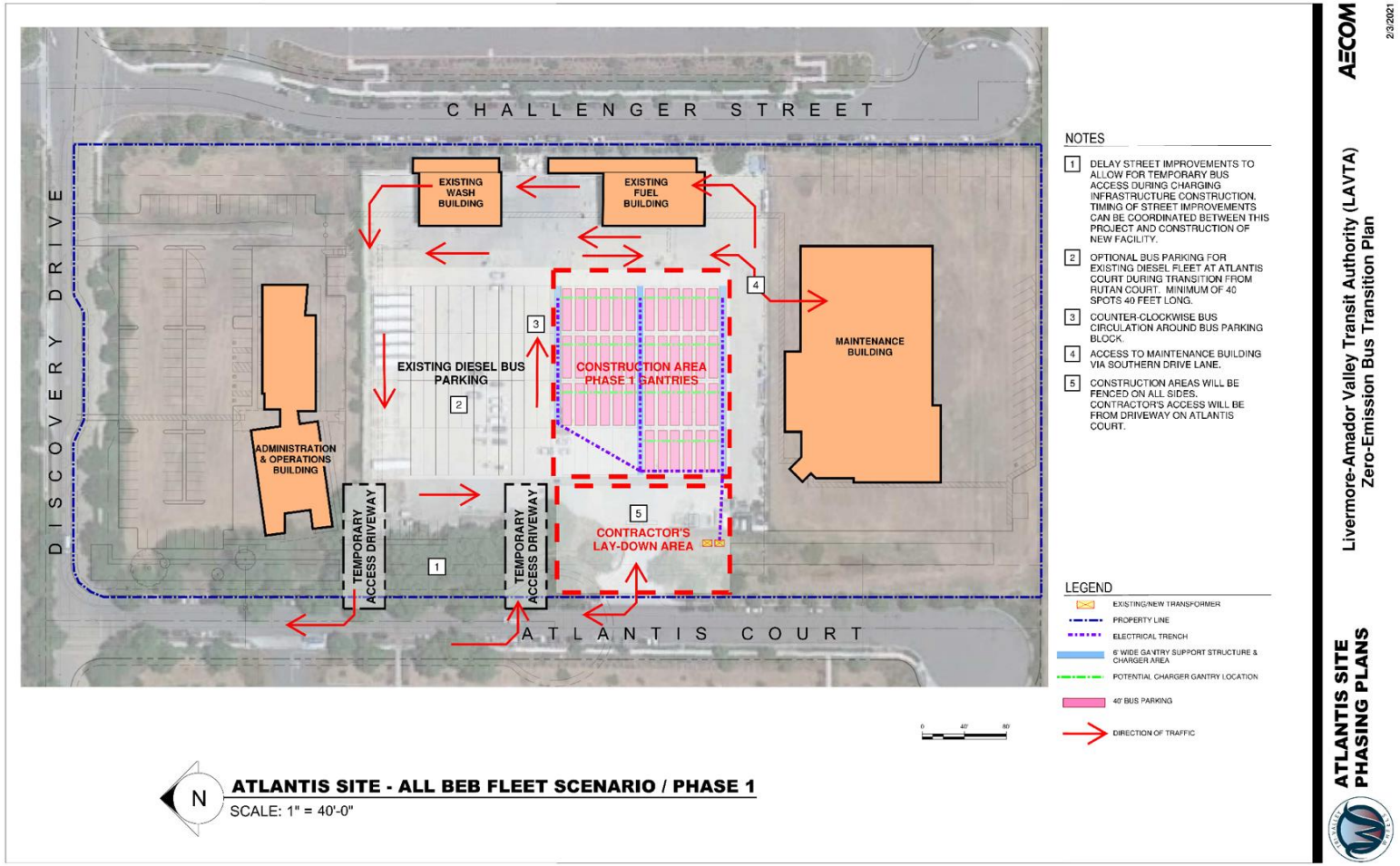
more familiar with the technology. As such, there are more unknowns associated with costs for the FCEB Only scenario, and costs are more subject to change.

Given these considerations, the recommendations for LAVTA are as follows:

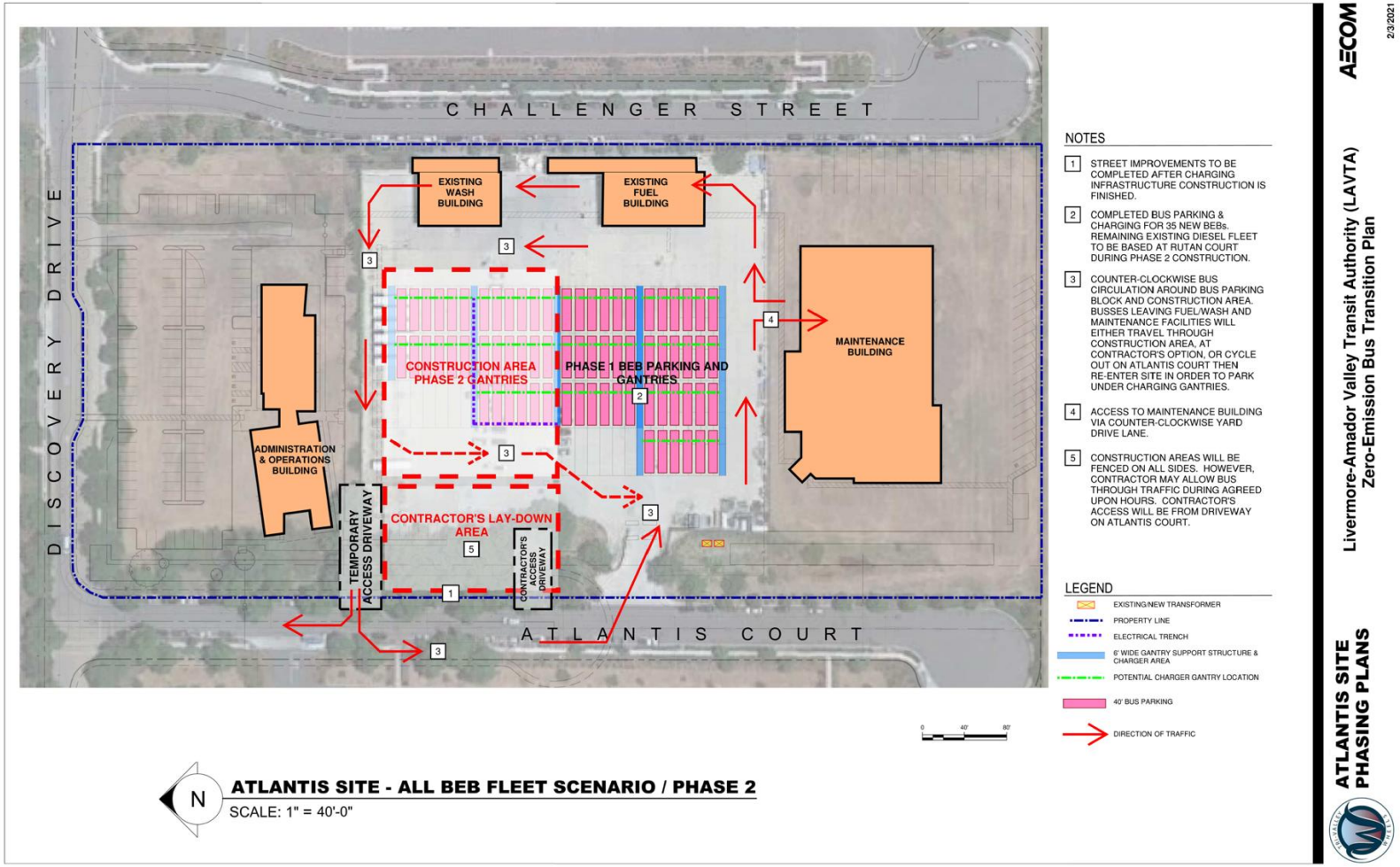
1. **Remain proactive with ZEB deployments:** For successful fleetwide deployment, BEBs will require charge management software, hardware, and standards to manage the fleetwide transition. For FCEB deployment to be competitive, lower fuel costs that will evolve over time with the production of hydrogen at scale will be required. LAVTA should move forward thoughtfully, taking advantage of various grant and incentive programs to offset the incremental cost for ZEB deployment. Incentive programs may be eliminated in future years as ZEB procurements are required instead of being optional.
2. **Target specific routes and blocks for early ZEB deployments:** LAVTA should consider the strengths of given ZEB technologies and focus those technologies on routes and blocks that take advantage of their efficiencies and minimize the impact of the constraints related to the respective technologies. For example, depot-charged BEBs for shorter routes and blocks, on-route charged BEBs for mid-range routes with layovers at a transit center, and FCEBs for long routes or routes with higher speeds and/or heavier loads, is recommended. These technologies cannot follow a one-size-fits-all approach from either a performance or cost perspective. Matching the technology to the service will be a critical best practice. Results from the ZEB Pilot Program will help to inform these decisions.

The transition to ZEB technologies represents a paradigm shift in bus procurement, operation, maintenance, and infrastructure. It is only through a continual process of deployment with specific goals for advancement that the industry can achieve the goal of economically sustainable, zero-emission public transit.

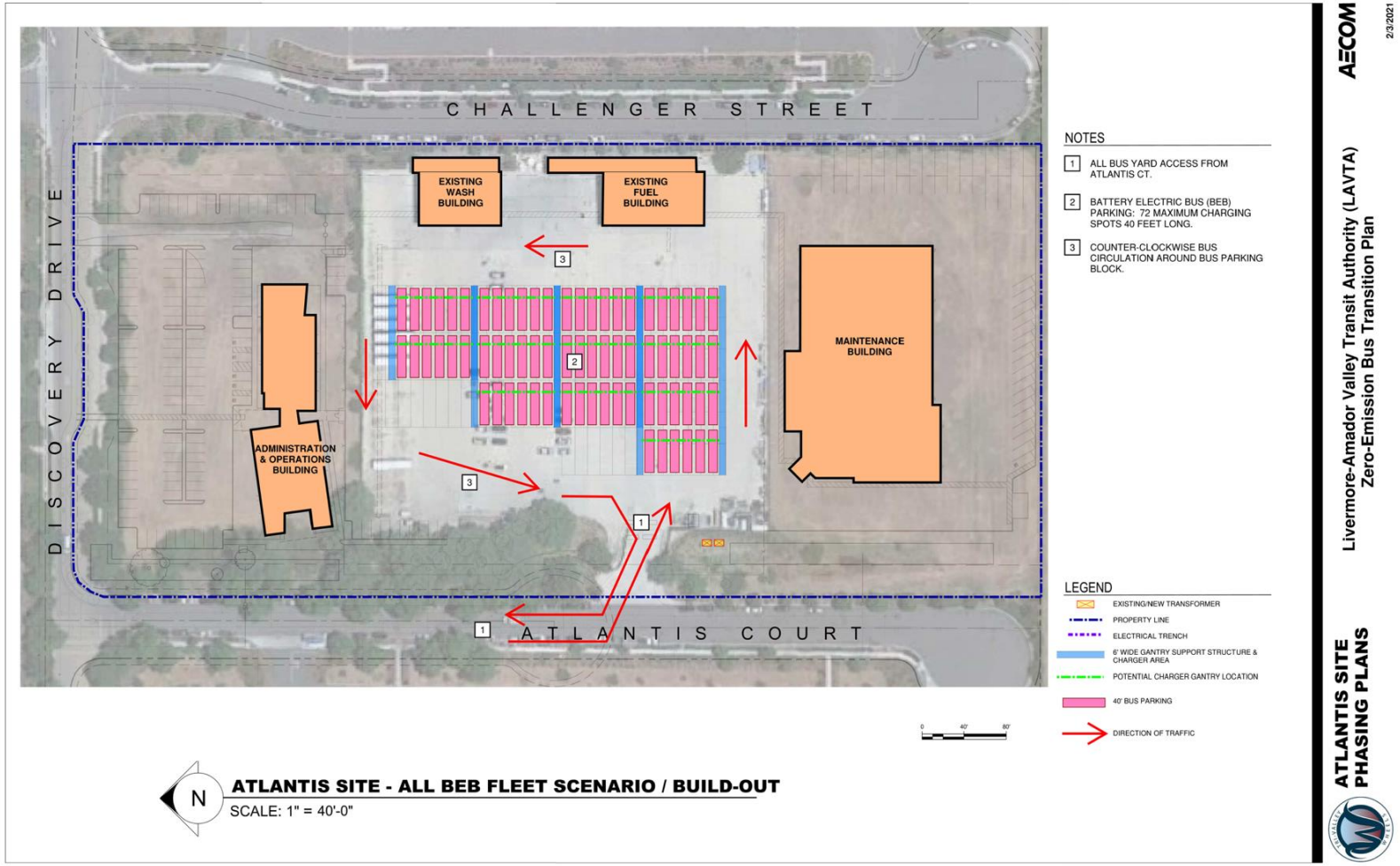
Appendix A1 – LAVTA Depot Site Plans, Depot and On-Route Charging Scenario Phase 1 - 2027



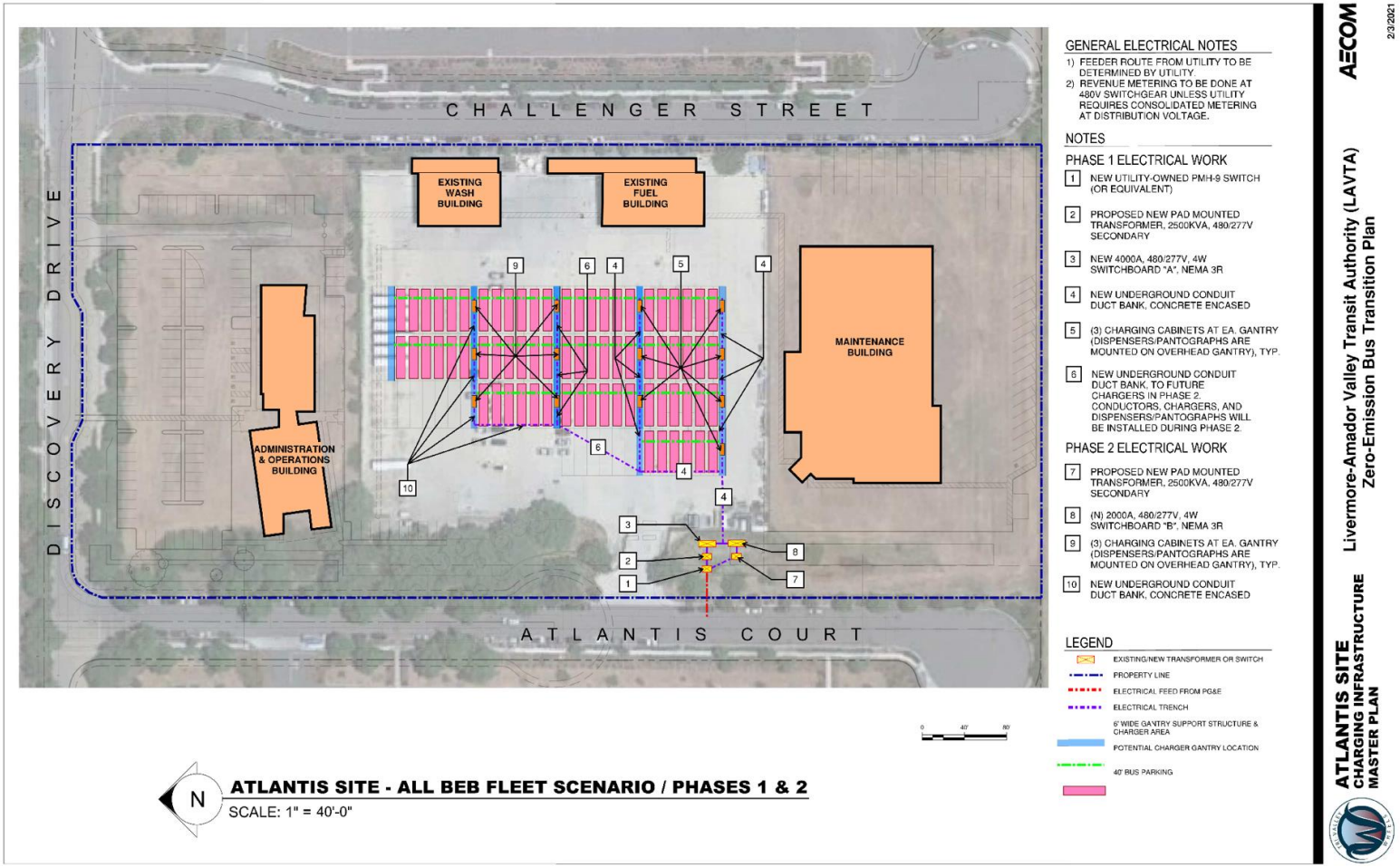
Appendix A2 – LAVTA Depot Site Plans, Depot and On-Route Charging Scenario Phase 2 - 2032



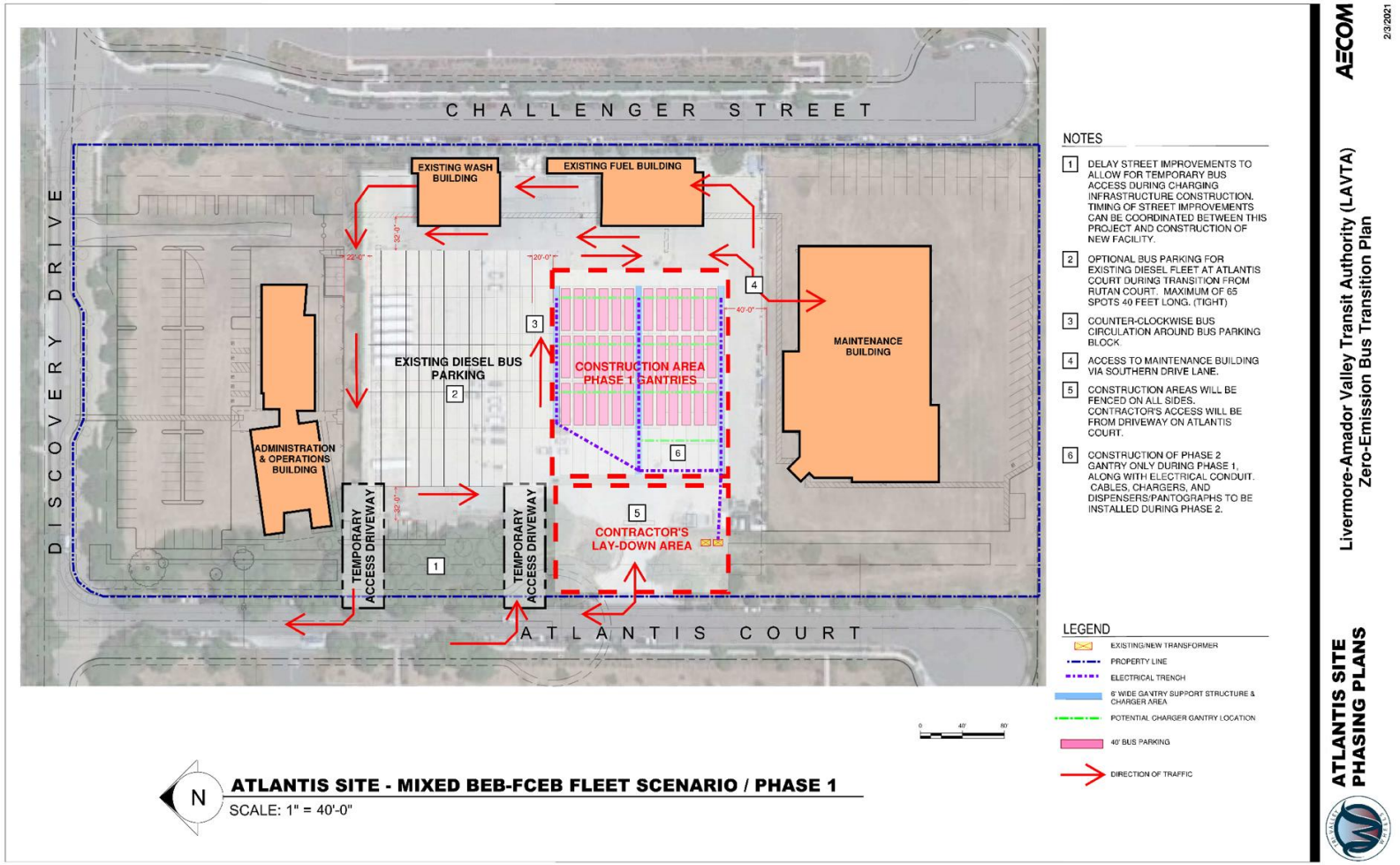
Appendix A3 – LAVTA Depot Site Plans, Depot and On-Route Charging Scenario Phase 3 - 2035



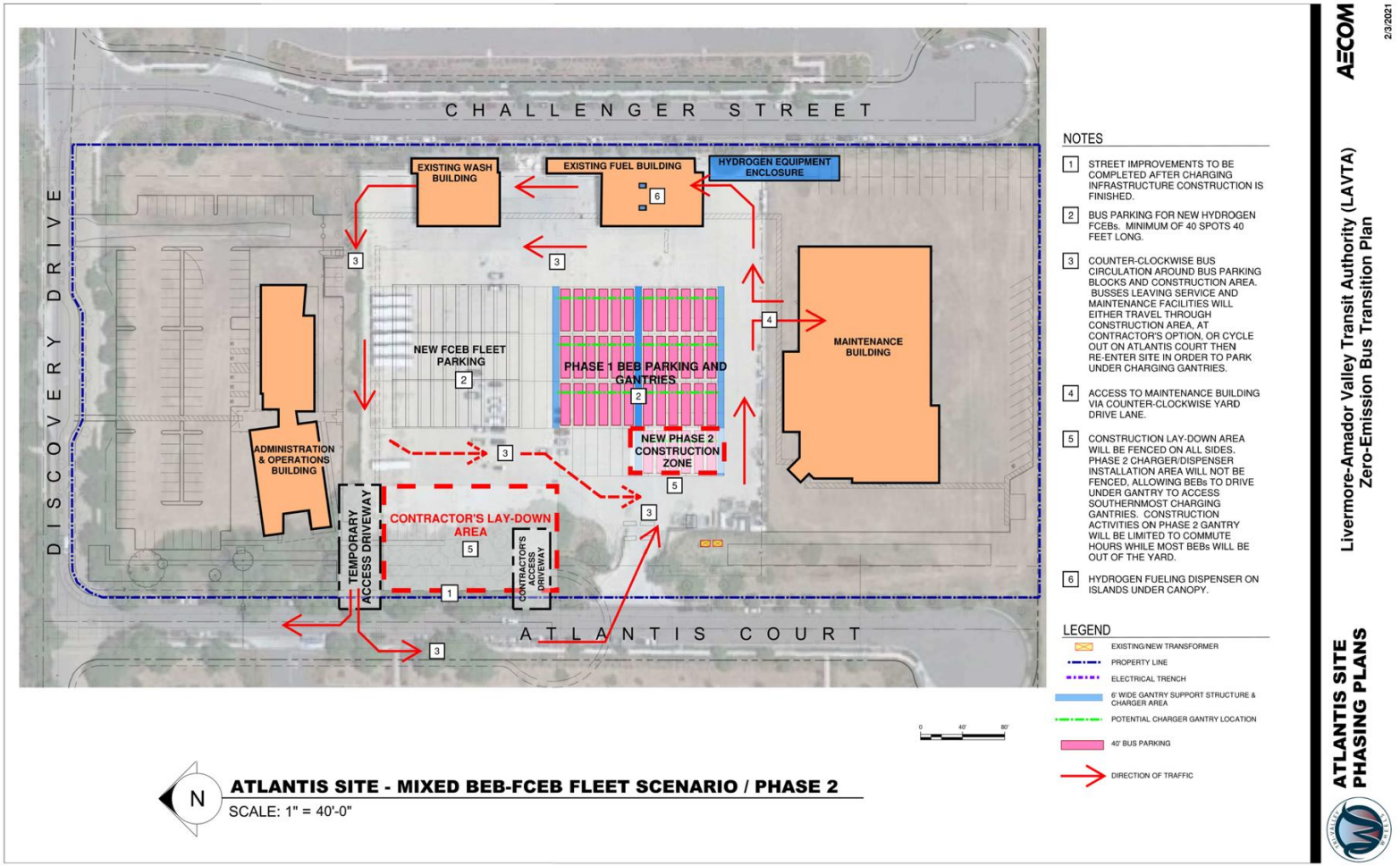
Appendix A4 – LAVTA Depot Site Plans, Depot and On-Route Charging Scenario Electrical Phasing



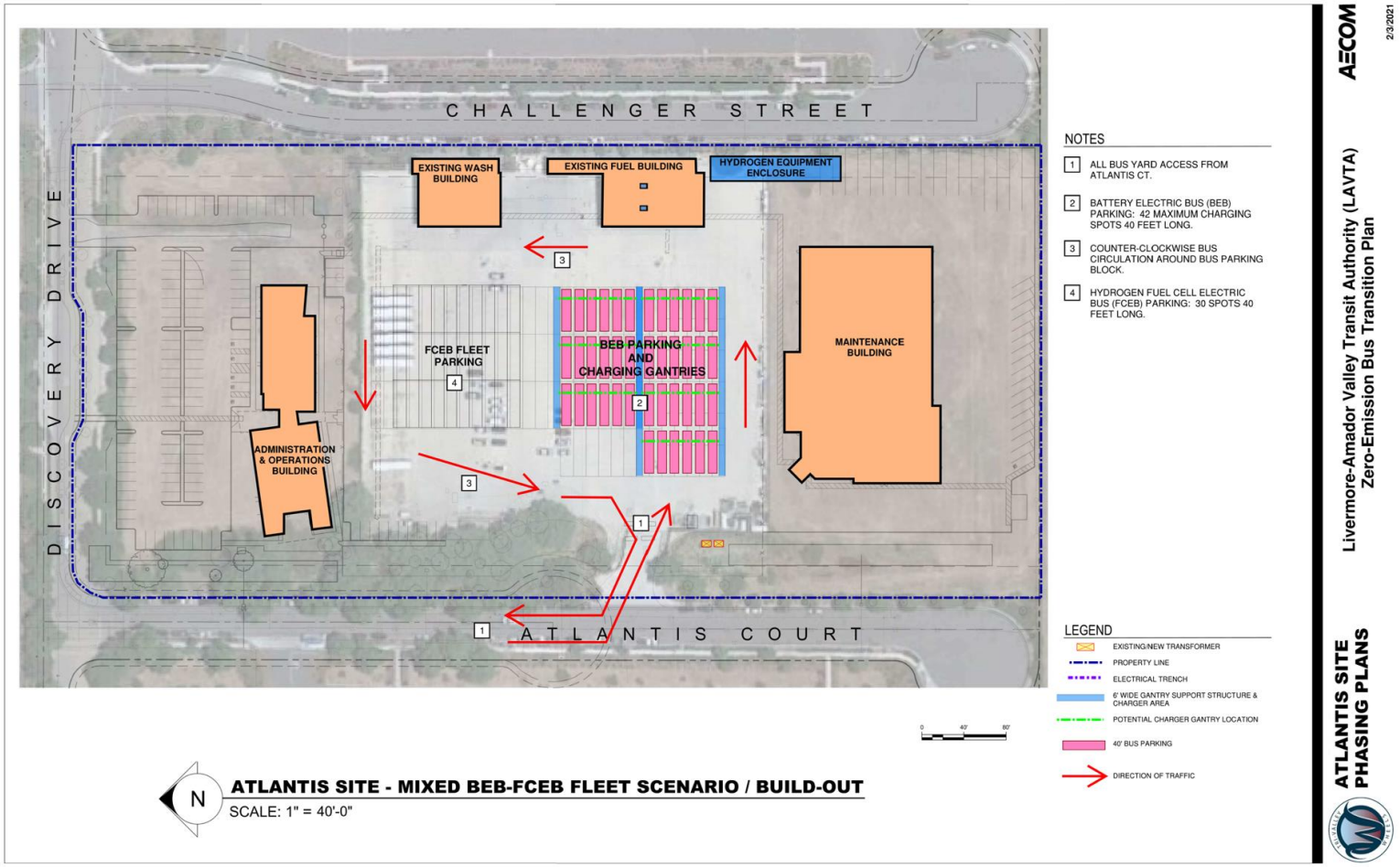
Appendix A5 – LAVTA Depot Site Plans, Mixed Fleet Scenario Phase 1 - 2027



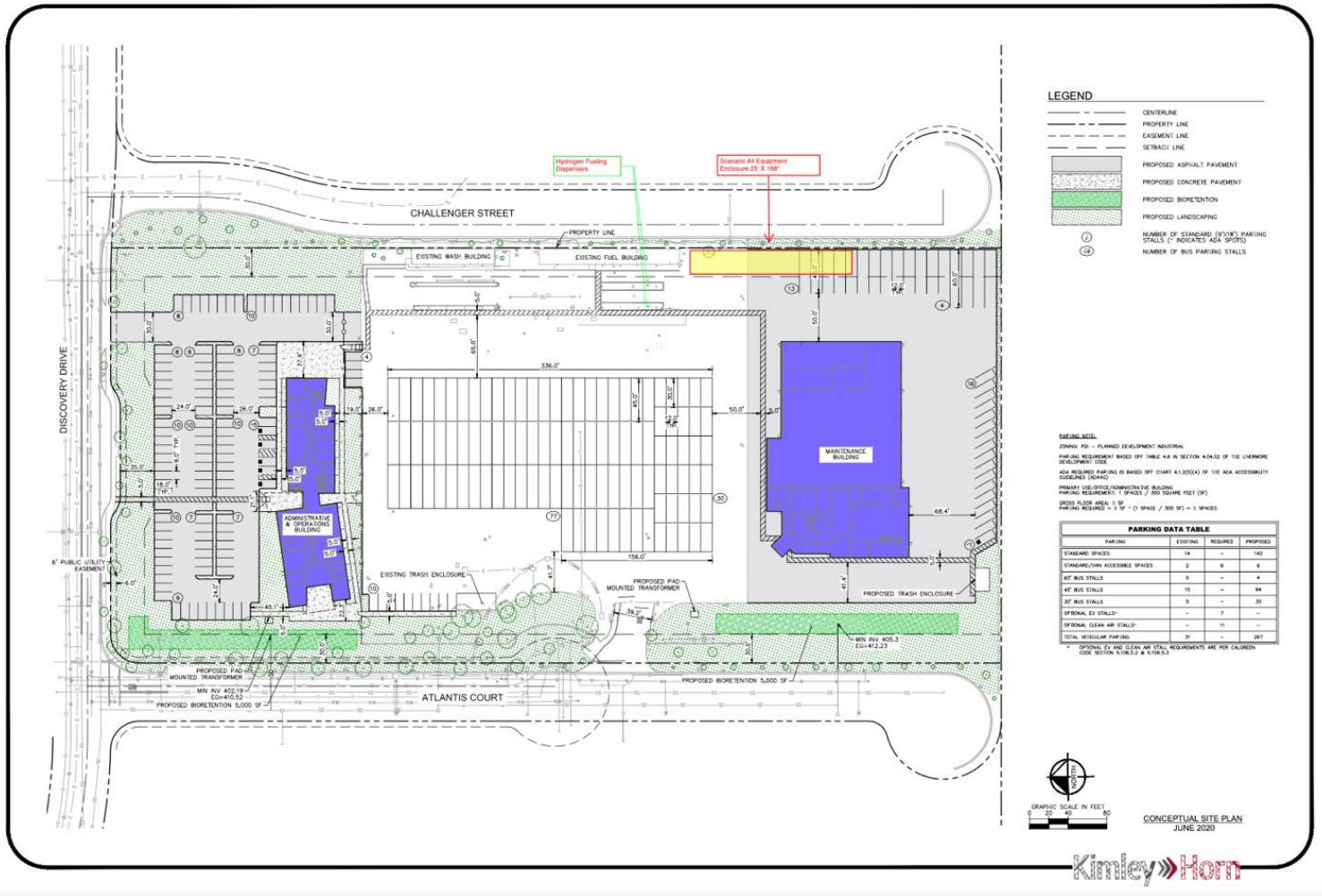
Appendix A6 – LAVTA Depot Site Plans, Mixed Fleet Scenario Phase 2 - 2032



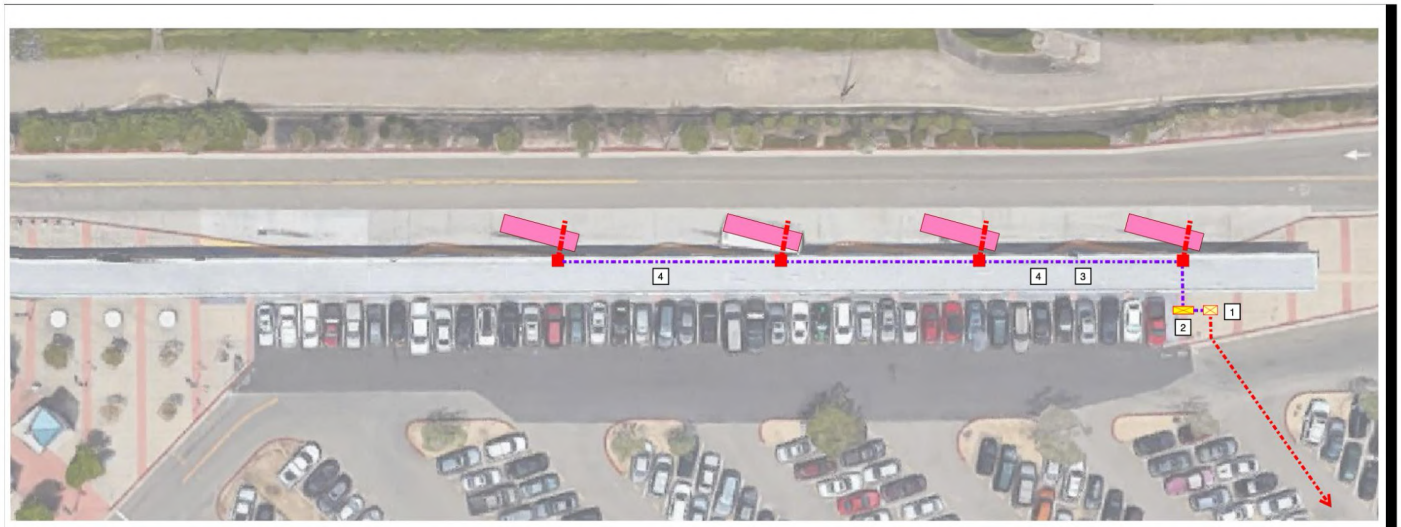
Appendix A7 – LAVTA Depot Site Plans, Mixed Fleet Scenario Phase 3 - 2035



Appendix A8 – LAVTA Depot Site Plans, FCEB Only Scenario Final - 2035



Appendix A9 – LAVTA On-Route Charging Site Plans, Depot and On-Route Charging Scenario – East Dublin/Pleasanton BART



N

SITE PLAN
SCALE: 1" = 30'-0"

NOTES

1. PROPOSED NEW PAD MOUNTED TRANSFORMER, 500KVA, 480/277V SECONDARY (IN ENCLOSURE).
2. NEW 800A, 480/277V, 4W SWITCHBOARD "A", NEMA 3R (IN ENCLOSURE).
3. NEW UNDERGROUND CONDUIT DUCT BANK, CONCRETE ENCASED.
4. CHARGING CABINETS BETWEEN PANTOGRAPH COLUMN PAIRS (UNDER CANOPY).

0 30' 60'

LEGEND

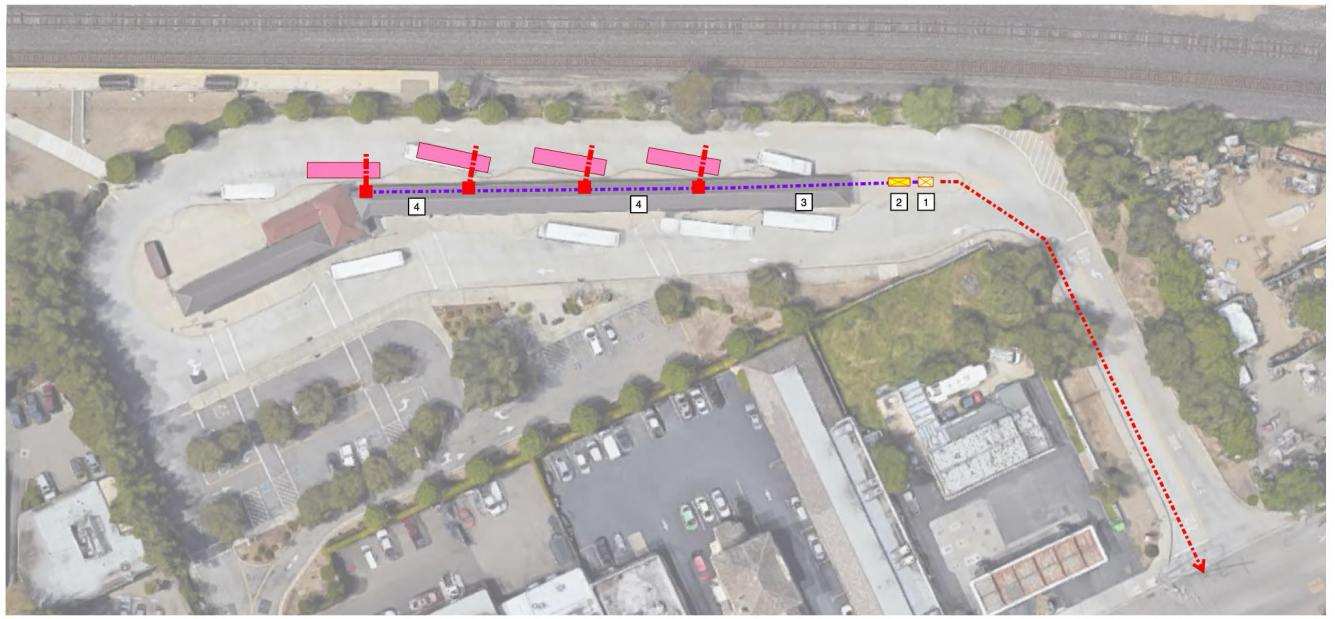
- NEW TRANSFORMER OR SWITCH
- ELECTRICAL FEED FROM PG&E
- ELECTRICAL TRENCH
- PROPOSED PANTOGRAPH CHARGER LOCATION
- 40' BUS PARKING

AECOM

Livermore-Amador Valley Transit Authority (LAVTA)
Zero-Emission Bus Transition Plan

BART TRANSIT CENTER
CHARGING INFRASTRUCTURE PLAN

Appendix A10 - LAVTA On-Route Charging Site Plans, Depot and On-Route Charging Scenario – Livermore Transit Center



N

SITE PLAN

SCALE: 1" = 30'-0"

NOTES

1. PROPOSED NEW PAD MOUNTED TRANSFORMER, 500KVA, 480/277V SECONDARY (IN ENCLOSURE).
2. NEW 800A, 480/277V, 4W SWITCHBOARD "A", NEMA 3R (IN ENCLOSURE)A.
3. NEW UNDERGROUND CONDUIT DUCT BANK, CONCRETE ENCASED, TYPICAL.
4. CHARGING CABINETS BETWEEN PANTOGRAPH COLUMN PAIRS (UNDER CANOPY).

0 30' 60'

LEGEND

- NEW TRANSFORMER OR SWITCH
- ELECTRICAL FEED FROM PG&E
- ELECTRICAL TRENCH
- PROPOSED PANTOGRAPH CHARGER LOCATION
- 40' BUS PARKING

AECOM

Livermore-Amador Valley Transit Authority (LAVTA)
Zero-Emission Bus Transition Plan

LIVERMORE TRANSIT CENTER
CHARGING INFRASTRUCTURE PLAN

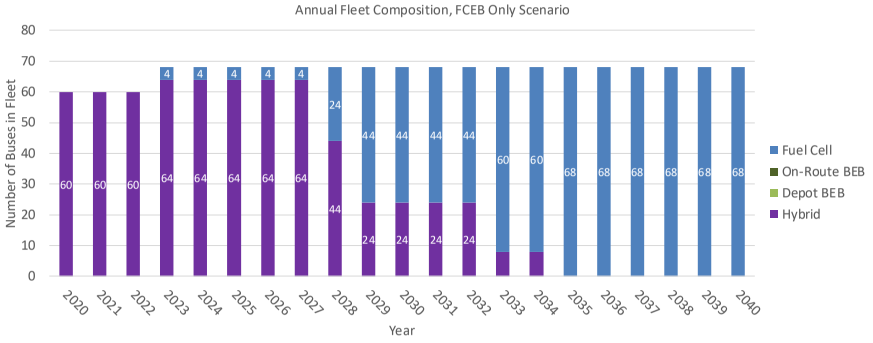
Addenda – Accelerated FCEB Purchase Cost Information

In the event that LAVTA chooses to purchase 12 FCEBs in 2023 rather than the previously projected 4 FCEBs and 8 Hybrids, additional costs would be incurred in 2023 for the capital cost of the bus purchases that year. Additionally, since there would be 8 additional FCEBs in the fleet from 2023-2035 compared to the original scenario (as demonstrated in **Addenda Figure 79:** Original Scenario (4 FCEB/8 Hybrid Purchased in 2023) Addenda Figure 1b: Accelerated 2023 FCEB Purchase Scenario (12 FCEB/0 Hybrid Purchased in 2023)**and 1b**), the maintenance and fuel costs would also differ from the 4 FCEB/8 Hybrid scenario since those additional FCEBs would be incurring slightly higher fuel and maintenance costs over their lifespan. However, since no additional infrastructure would be required by LAVTA if 4 or 12 FCEBs were purchased in 2023 due to the ability to easily scale the mobile fueler to accommodate and service 8 more FCEBs than modeled in the previous projections, there are no added infrastructure costs if 12 FCEBs are purchased in place of 4 FCEBs and 8 Hybrids.

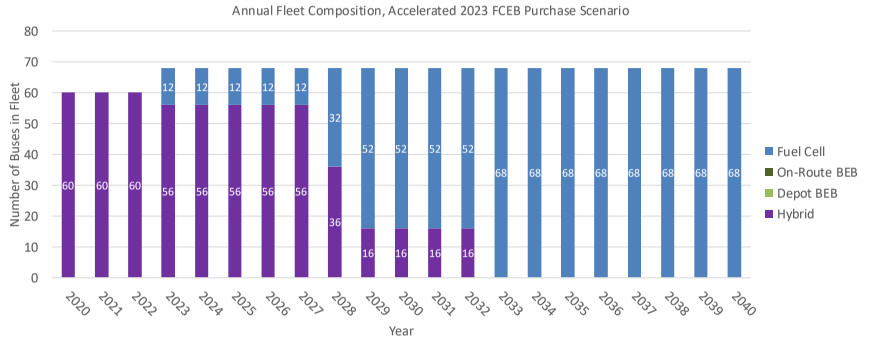
The additional costs that would be incurred by purchasing 12 FCEBs in 2023 as opposed to 4 FCEBs and 8 Hybrids are outlined below. Additional costs incurred are summarized as incremental relative to the original scenario and as the cumulative total for the accelerated 2023 FCEB Purchase Scenario:

	Costs incurred in 4 FCEB/8 Hybrid 2023 Purchase Scenario	Additional costs incurred 12 FCEB/0 Hybrid 2023 Purchase Scenario	Total Cumulative Costs Incurred 12 FCEB/0 Hybrid 2023 Purchase Scenario
Fleet	$150,188,000	$4,560,000	$154,748,000
Fuel	$30,399,000	$1,492,000	$31,890,000
Maintenance	$25,303,000	$617,000	$25,920,000
Facilities	$9,752,000	No additional cost	$9,752,000
TOTAL	**$215,642,000**	**$6,669,000**	**$222,310,000**

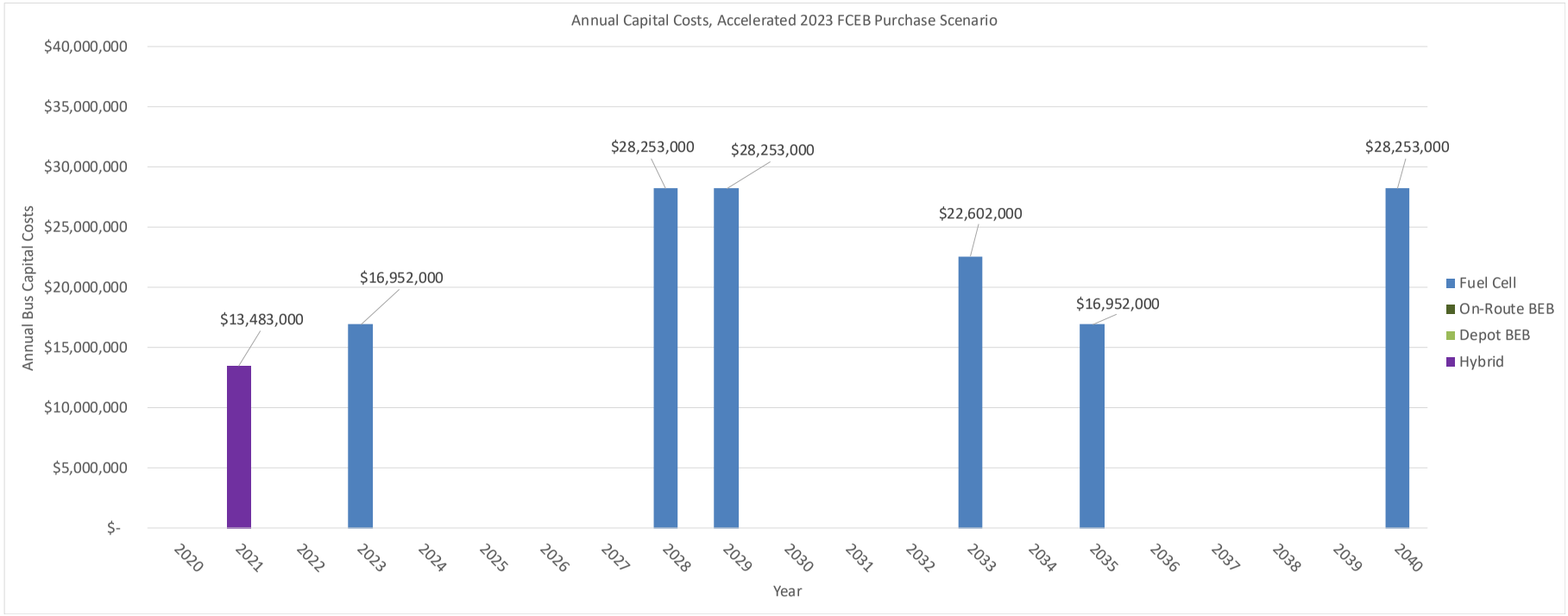
In summary, purchasing an additional 8 FCEBs instead of 8 hybrids in 2023, would incur an additional $6,669,000 over the lifetime of those vehicles.



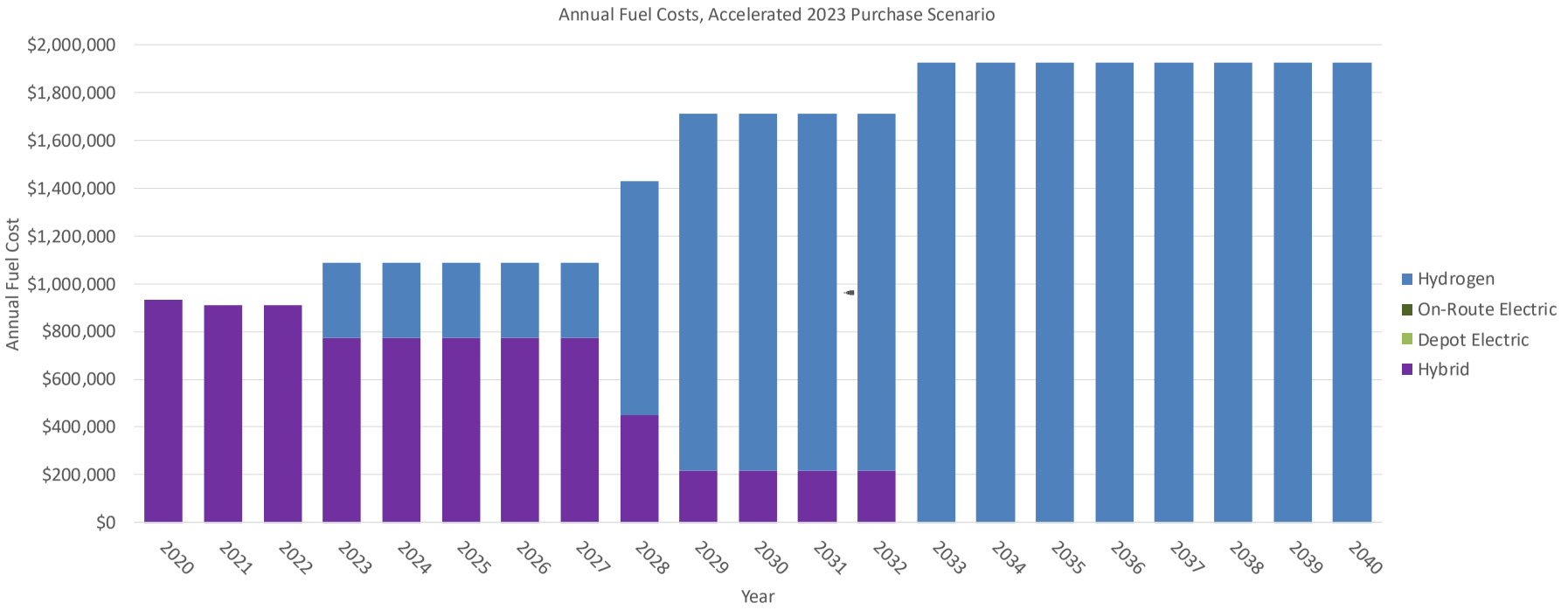
Addenda Figure 79: Original Scenario (4 FCEB/8 Hybrid Purchased in 2023)



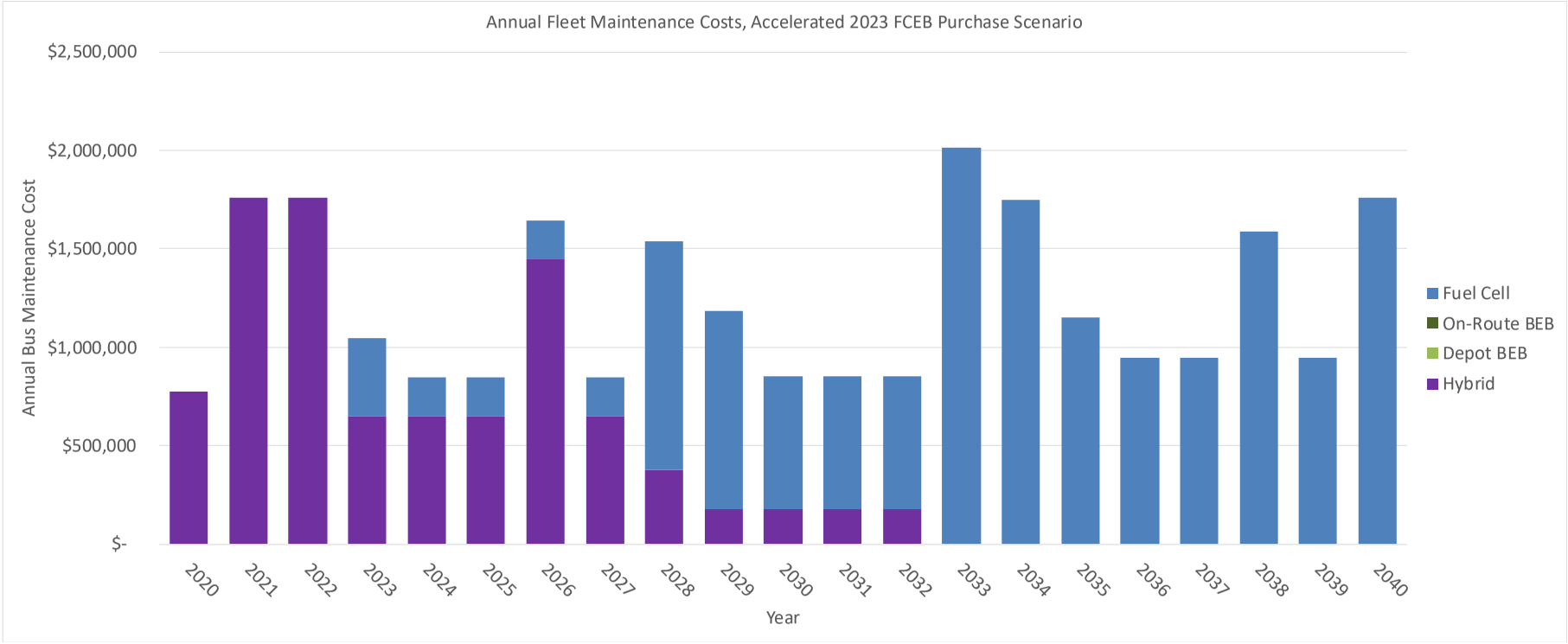
Addenda Figure 1b: Accelerated 2023 FCEB Purchase Scenario (12 FCEB/0 Hybrid Purchased in 2023)



Addenda Figure 2: Annual Bus Capital Costs, Accelerated 2023 FCEB Purchase Scenario



Addenda Figure 3: Annual Fuel Costs, Accelerated 2023 FCEB Purchase Scenario



Addenda Figure 4: Annual Bus Maintenance Costs, Accelerated 2023 FCEB Purchase Scenario

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 10.1**

DATE: January 10, 2022

TO: Honorable Mayor and City Council

FROM: Donald Hester, Acting Administrative Services Director

SUBJECT: Supplemental materials received prior to the meeting.

RECOMMENDED ACTION

SUMMARY

These materials were posted online and made available to the public at the same time that they were distributed to the City Council.

6.1	Hearing to consider approving an Amended and Restated Disposition, Development and Loan Agreement with 2205 Railroad Avenue LLC to develop a four-story hotel on the southeast corner of Railroad Avenue and South Livermore Avenue, which includes a site acquisition loan for 2205 Railroad Avenue LLC to develop a parking facility on 2080 Railroad Avenue; to declare that the parcels to be transferred from the City to 2205 Railroad Avenue LLC are identified for disposition for the development of a hotel in the Livermore Successor Agency's Long Range Property Management Plan and are exempt surplus land; and authorizing a supplemental appropriation of $1,923,750 from the General Fund for the site acquisition loan. Materials: Public Comment Received, Revised Resolutions and Exhibits, and PowerPoint Presentation
7.1	Oral report from the Director of Emergency Services regarding the COVID-19 emergency, its impacts, and the governmental operations in response to that emergency, as well as discussion and direction regarding the City's emergency operations in response to that emergency. Material: PowerPoint Presentation
7.2	Comprehensive General Plan and Housing Element Update – Draft Vision Statement and Guiding Principles Material: PowerPoint Presentation
7.3	Discussion and direction on Livermore's preferred approach regarding the Livermore Amador Valley Transit Authority's draft Zero Emission Bus Fleet Transition Study. Material: PowerPoint Presentation

8.0	Council Committee Reports and Matters Initiated by City Manager, City Attorney, Staff, Council Members. Material: Council Members' Reports.

DISCUSSION

ATTACHMENTS

1. Supplemental Materials

Prepared by: Debbie Elam
Deputy City Clerk

Approved by:

Marc Roberts
City Manager

Fiscal Review by:

Bhavna Chaudhary
City Treasurer/Finance Manager

From: W Schaefer
To: Cityclerk - Livermore
Subject: Downtown Hotel parking lot loan
Date: Thursday, January 6, 2022 4:37:24 PM

City of Livermore Clerk,

I appose loaning Livermore Tax Dollars to a Private Company for the purchase of land for a parking lot.
The land purchase should be the hotels responsibility not ours. What if the hotel owners default, who will end up
with the bill?

This is a bad decision.

Sincerely,

Wolf Schaefer

From: Mark Sobrepena
To: Cityclerk - Livermore
Subject: No to the $1.9 million loan
Date: Monday, January 10, 2022 4:23:23 PM

Hello,

Remember the inflationary 1980's and the incredible rising cost of material and resources. The prices we see now at the supermarket is just the beginning. Not only is this parking garage a bad plan but a waste of taxpayer money when Livermore needs to keep the general fund fully stocked for this oncoming inflation cost. What about affordable housing, taking care of our community, and infrastructure repairs. These cost will certainly increase soon. We cannot expect continuous federal bailouts like the American Rescue Plan Act of 2021 (ARPA) of $4.97M into our funds.

We need to stop this "loan expenditure" which leaves the city at risk holding the bag on a loan that may not recoup the principal due to cost overruns. There are many reasons to stop this building - born from closed door meetings - but another reason is the financial risk to Livermore and its services. As voters we need to tell the city council to have financial foresight and not just give away our future into bad debt.

Regards,

Mark Sobrepena

From:	Rich Buckley
To:	Cityclerk - Livermore
Cc:	Rich Buckley
Subject:	My Public Input on Agenda Item 6.1 City Council
Date:	Monday, January 10, 2022 10:55:03 AM
Attachments:	Letter on Agenda Item 6.1 Jan 10, 2022.pdf

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear City Clerk,

Please include my attached letter in any correspondence allowed read into the public record on agenda item 6.1 of City Council.

Thank you

Rich Buckley

--
Rich Buckley Realty
411 So L St, Ste C
Livermore, CA 94550
Listings: www.BuckleyRealty.com
email: RichBuckley7@gmail.com
925-443-1122 Off
925-216-4378 Cel
925-215-2058 Fax
DRE Lic. #00336569
Facebook Home Page
Alternative Consulting Services

Your kind words are my life's blood. I live to serve others. I can't thank you enough when you mention my name to your friends to help them with their real estate needs... Rich Buckley

From the desk of: Rich Buckley. Bkr Lic 00336569
www.BuckleyRealty.com

Item 6.1
Public Comment Received

Rich Buckley Realty
Office: 925-443-1122
Cell: 925-216-4378
Fax: 925-215-2058

January 10, 2022

ATTEN: PLEASE CITY CLERK
Honorable Mayor and City Council
City of Livermore
1052 South Livermore Ave
Livermore, CA 94550

Re: Item 6.1 City Council Agenda Packet,
Request my comments be made part of the public participation record on item 6.1

Instead of loaning $1.9-million to the hotel developer to buy and build on the old Livermore Pool and Spa Site (Bordoni-Site), it seems a better use robotic parking (at least in part of the structure) to be built on the old Kentucky Fried Chicken (KFC-Site) site already owned by the City of Livermore. The community has been waiting for the 500 car proposing parking on the KFC-Site for many years.

Engineering planning conducted on the KFC-Site, indicates that a 650 parking space robotic parking structure could be built for around $20.1-million nearly $14.4-million less than the 500 space long awaited KFC-Site parking structure. Part of the KFC-Site parking structure could be dedicated to valet parking. Surprisingly when I drive from your proposed hotel site across South Livermore Avenue along Veterans Way to the 500-car KFC-Site area, I save on average 3-minutes per trip over maneuvering down Railroad Avenue where you are proposing to lend money to build valet parking and use up a valuable street facing lot.

Every 100 valet parked cars is 200 valet trips or wasted 10 hours. These are use delays paid by the hotel quests. Additionally the Valet parking you are proposing on the Bordoni-Site falls 49-parking stalls short of stalls your studies show are required for the 135 room hotel!

Design layouts for 650 robotic parking space garage (with plenty of parking for the 135 room hotel) can be done more compactly yielding nearly a full story of reduced height for all street facing sides including Veterans Way, over the currently proposed 48-foot high proposed KFC-Site 500-car parking.

Very truly yours,
RICH BUCKLEY REALTY

Rich Buckley

Rich Buckley Realty
411 So. L St.
Livermore, CA 94550
Email: richbuckley7@gmail.com

LIVERMORE
CALIFORNIA

INTEROFFICE MEMORANDUM

Date: January 10, 2022

To: Honorable Mayor and City Council

From: Paul Spence, Community Development Director

Subject: January 10, 2022 Item 6.1: Hearing to consider approving an Amended and Restated Disposition, Development and Loan Agreement to develop a four-story hotel

Item 6.1 is a proposed Disposition Development and Loan Agreement with 2205 Railroad Avenue LLC for a Downtown Hotel that includes a site acquisition loan for 2080 Railroad Avenue. Presidio has asked the City to update the agreement to reflect that the signatory for 2205 Railroad Avenue LLC will be PresidioCo Bay Area LLC to reflect the realignment of its hotel interests between its holding companies.

Presidio does business throughout Northern California through two holding companies, PresidioCo Holdings LLC and PresidioCo Bay Area LLC and occasionally realigns its interests between the two holding companies for business purposes. Based on the request, staff has updated the Disposition Development and Loan Agreement and related resolutions to reflect that the requested change and attached them to this Supplemental Memorandum. The developer for the project was, is, and continues to be 2205 Railroad Avenue LLC, but the change reflects that PresidioCo Bay Area LLC is the affiliate signing on behalf of 2205 Railroad Avenue LLC.

Revised resolutions, and their exhibits, reflecting that change are attached. The Disposition Development and Loan Agreement has been signed on behalf of the developer.

Attachments:
1. Resolution
2. Exhibit A – Plat and Legal Description Hotel Parcel
3. Exhibit B – City Council Resolution 2018-155
4. Exhibit C – City Council Resolution 2018-156
5. Resolution
6. Exhibit A – Amended and Restated Disposition, Development and Loan Agreement

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION DECLARING THAT TWO CITY-OWNED PARCELS ARE EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTION 54221

The City of Livermore is the owner in fee simple of two parcels of land; Parcel A (hereinafter "Parcel A") and Subsurface Parcel C (hereinafter "Parcel C") of Parcel Map 9999 both as more particularly described in Exhibit A, and formerly known as APN 098-0407-029-02 and APN 09800407-013-00) (collectively "Hotel Properties").

On September 23, 2013, the Livermore Successor Agency adopted Resolution No. 2013-02 approving the Long Range Property Management Plan ("LRPMP").

On September 25, 2013, the Oversight Board to the Livermore Successor Agency approved the LRPMP.

Upon request of the Department of Finance, minor amendments were made to the LRPMP and approved by the Oversight Board on December 3, 2014 (Oversight Board Resolution No. OB-021), June 17, 2015 (Oversight Board Resolution No. OB-029), and December 16, 2015 (Oversight Board Resolution No. OB-033). The Department of Finance approved the LRPMP on December 28, 2015.

Concurrent with the approval of the LRPMP, the Oversight Board also approved the transfer of the Hotel Properties on June 17, 2015 (Oversight Board Resolution No. OB-030) and again on December 16, 2015 (Oversight Board Resolution No. OB-034).

On July 27, 2016, the City entered into an Exclusive Negotiating Rights Agreement with PresidioCo Holdings LLC to establish procedures and standards to negotiate a purchase and sale agreement for the disposition and development of the Hotel Properties for the purpose of building a boutique hotel. The Exclusive Negotiating Rights Agreement was extended by Council on January 23, 2017, May 22, 2017, and November 13, 2017.

On January 29, 2018, the City Council approved a plan for the Downtown Core, which included a boutique hotel with 125-135 rooms on the southeast corner of Railroad Avenue and South Livermore Avenue.

On February 26, 2018, the City Council authorized the execution of a Hotel Term Sheet with PresidioCo Holdings LLC to lay out the terms that would be included in the Disposition and Development Agreement for the development of the Hotel Properties.

On August 7, 2018, the Livermore Planning Commission considered the disposition of approximately 3.8 acres of real property located generally between North L Street, Railroad Avenue, First Street, and the Bankhead Theater, known as the Downtown Core Catalyst site for the purposes of implementing the Downtown Core Concept to be consistent with the General Plan in accordance with Government Code section 65402.

On September 10, 2018, the City Council adopted Resolution No. 2018-156 authorizing the execution of a Disposition and Development Agreement with 2205 Railroad Avenue LLC, which was formed and controlled by PresidioCo Holdings LLC, for the disposition of the Hotel Properties for the development of a boutique hotel. At this same meeting, the City Council adopted Resolution No. 2018-155 to approve the Downtown Design Review No. 18-015 for the site design and architecture for the boutique hotel, including a public underground parking garage.

On October 3, 2018, the City of Livermore recorded Parcel Map No. 9999 creating Parcel A and Parcel C from the Hotel Properties.

On December 1, 2018, as provided for in the Development Agreement, PresidioCo Holdings LLC assigned its right, title, and interest in that agreement to PresidioCo Bay Area LLC, and the designation of 2205 Railroad Avenue LLC as the Developer remains unchanged.

The City Council has determined that Parcel A and Parcel C are not necessary for City use as set forth in Resolution No. 2018-155 approving Downtown Design Review for a four-story,133-room hotel on the southeast corner of Railroad and South Livermore Avenue, attached hereto as Exhibit B, and as set forth in Resolution No. 2018-156 authorizing execution of a Disposition and Development Agreement between the City of Livermore and 2205 Railroad Avenue LLC for the conveyance of City-owned Parcels A and C to 2205 Railroad Avenue LLC for the development of a boutique hotel attached hereto as Exhibit C.

The Hotel Properties are designated in the LRPMP for the development of a hotel, and for disposition to the City to in turn dispose of them to a developer. The LRPMP was approved by both the Oversight Board and the Department of Finance. The surplus property legislation provides that its requirements do not apply to former redevelopment property designated in a Long Range Property Management Plan when an agreement for the property's disposition was executed before either September 30, 2019, or December 31, 2020, and the final disposition is completed before December 31, 2022. Here, the agreements between the City, PresidioCo Holdings LLC, and 2205 Railroad Avenue LLC as the Developer were entered into prior to those dates, and the disposition is scheduled to be completed before December 31, 2022.

The Amended and Restated Disposition, Development and Loan Agreement amends and restates the 2018 Disposition and Development Agreement so that the conveyance of Hotel Properties can be completed. For the reasons stated above, the conveyance of Hotel Properties is exempt from the Surplus Land Act in accordance with Government Code section 54221.

On December 21, 2021, staff notified the California Department of Housing and Community Development ("HCD") that it determined that Parcel A and Parcel C were exempt from the Surplus Land Act and supported such determination with written findings.

Staff recommends that the City Council declare that the Hotel Properties are exempt surplus land pursuant to Government Code section 54221.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that:

1. The conveyance of the Hotel Properties, consisting of Parcel A and Parcel C of Parcel Map 9999, from the City to 2205 Railroad Avenue LLC were analyzed by, and the project is consistent with, the August 2, 2018 Addendum to the Downtown Specific Plan 2009 Supplemental Environmental Impact Report and Downtown Specific Plan Environmental Impact Report dated February 9, 2004, adopted by the City Council on September 10, 2018, by Resolution No. 2018-153.

No new or more severe significant impacts were identified for the project that was not identified in the 2004 Final EIR and 2009 Subsequent EIR, and no new mitigation measures would be required for the downtown plan. For all environmental topics addressed in the addendums, there were no substantial changes in environmental circumstances that would result in new or more severe significant environmental effects than were identified and evaluated in the 2004 Final EIR and 2009 Subsequent EIR.

2. The following two parcels identified herein as the Hotel Properties, consisting of Parcel A and Parcel C of Parcel Map 9999, and as more particularly described in Exhibit A, are exempt surplus land as defined in Government Code section 54221.

   a. Real property situated in the City of Livermore, County of Alameda, State of California, and more particularly described as follows: Being all of Parcel A and Subsurface Parcel C, of Parcel Map No. 9999, recorded October 3, 2018, in book 340 of Maps at Pages 86-89, Alameda County Records. Parcel A containing 53,126 square feet of land more or less and Subsurface Parcel C containing 50, 963 square feet of land more or less.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on January 10, 2022, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Jason R. Alcala
Jason R. Alcala
City Attorney

Exhibit A – Plat and Legal Description of Parcels A and C
Exhibit B – Resolution No. 2018-155
Exhibit C – Resolution No. 2018-156

LEGAL DESCRIPTION HOTEL PARCEL

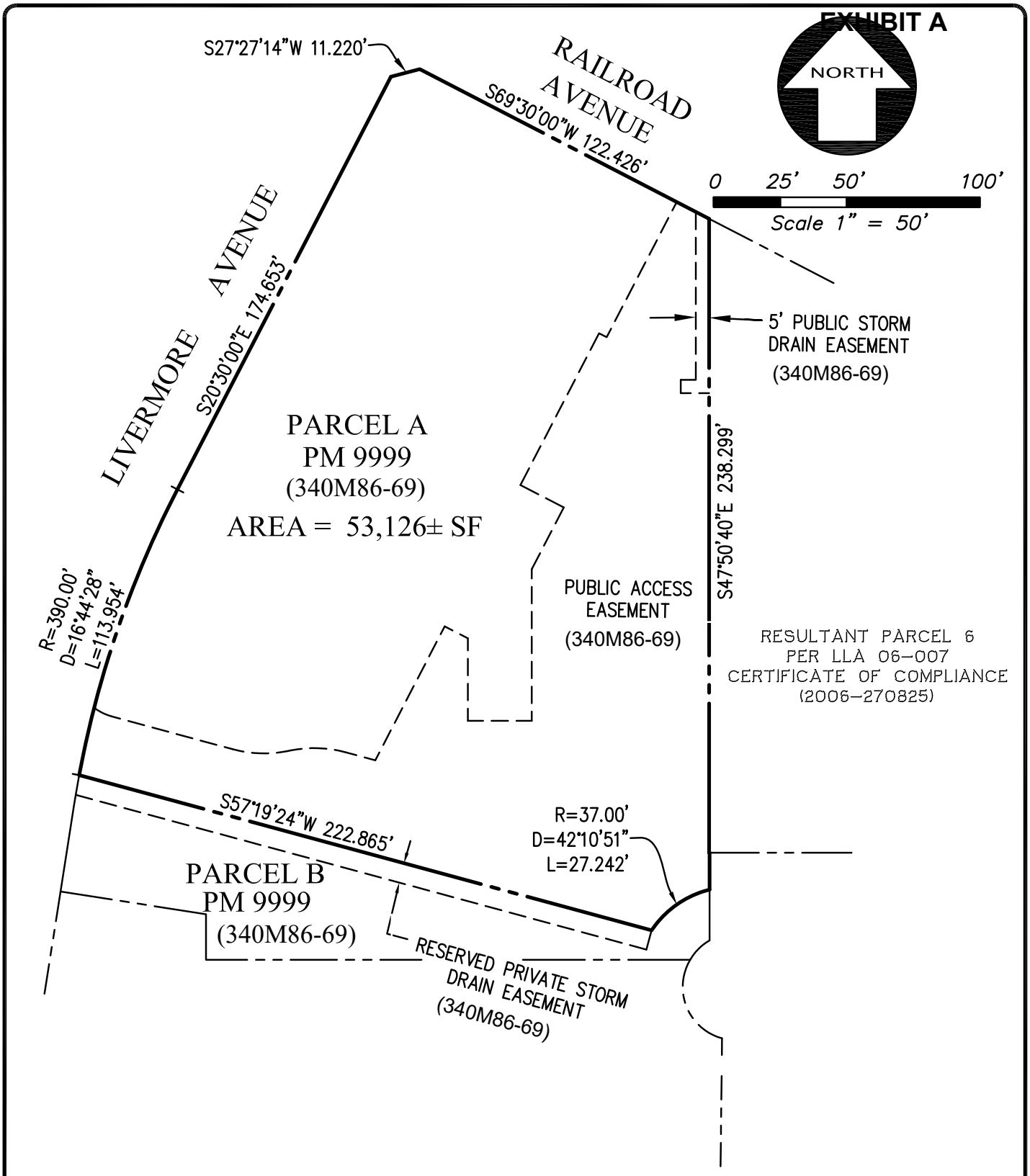
PARCEL A & SUBSURFACE PARCEL C – PARCEL MAP 9999

REAL PROPERTY SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL A AND SUBSURFACE PARCEL C, OF PARCEL MAP NO. 9999, RECORDED
October 3, 2018, IN BOOK 340 OF MAPS AT PAGES 86-89, ALAMEDA
COUNTY RECORDS.

PARCEL A CONTAINING 53,126 SQUARE FEET OF LAND MORE OR LESS

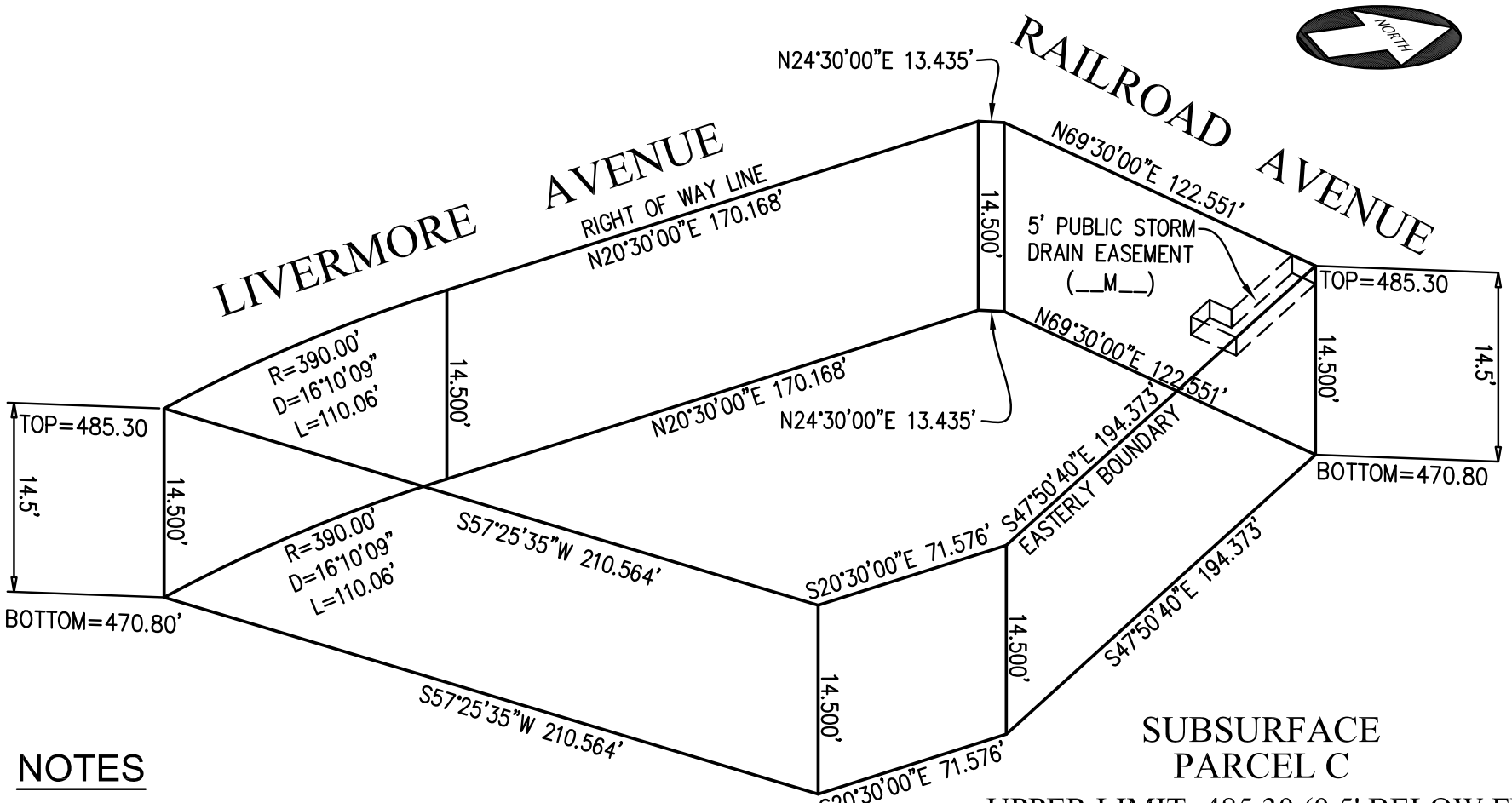
SUBSURFACE PARCEL C CONTAINING 50,963 SQUARE FEET OF LAND MORE OR LESS



KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796
www.kierwright.com

PLAT - PARCEL A
PARCEL MAP 9999
LIVERMORE, CALIFORNIA

DATE	AUG 2018
SCALE	1" = 50'
BY	RJH
JOB NO.	A18527
SHEET	1 OF 1



NOTES

A PUBLIC ACCESS EASEMENT ENCUMBERS THE ENTIRE SUBSURFACE PARCEL C.

PARCEL A ENCOMPASSES ALL SIDES OF SUBSURFACE PARCEL C AND ABUTS PARCEL B, LIVERMORE AVENUE, RAILROAD AVENUE AND RESULTANT PARCEL 6. SEE SHEET 2 OF PARCEL MAP 9999.

SUBSURFACE PARCEL C

UPPER LIMIT=485.30 (0.5' BELOW FF)
LOWER LIMIT=470.80 (16.5' BELOW FF)
50,963± SF.
(1.1700± AC.)

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road
Livermore, California 94551
www.kierwright.com
Phone (925) 245-8788
Fax (925) 245-8796

PLAT - SUBSURFACE PARCEL C
PARCEL MAP 9999
LIVERMORE, CALIFORNIA

DATE	AUG 2018
SCALE	NOT TO SCALE
BY	RJH
JOB NO.	A18527
SHEET	1 OF 1

EXHIBIT B

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING DOWNTOWN DESIGN REVIEW 18-015

An application for Downtown Design Review ("DDR") 18-015 was initiated by Presidio Companies to develop a four-story, 133-room hotel on the southeast corner of Railroad Avenue and South Livermore Avenue (the "Project"). The Project also includes a public underground parking garage, new street frontage and median improvements, a new public street, public surface parking with public ADA accessible stalls, storm water treatments, and landscaping.

The Planning Commission reviewed the Project and determined it is consistent with the Livermore General Plan and related policies. After their review on August 7, 2018, the Planning Commission, by its Resolution No. 30-18, attached hereto as Exhibit A, recommended approval of the Project.

This Council held a public hearing on September 10, 2018, and considered the recommendations of the Planning Commission, together with pertinent drawings, documents, Conditions of Approval, and testimony.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Livermore hereby finds, on the basis of the whole record before it evaluating the environmental impacts of the Project, that the Project is consistent with the Addendum to the Downtown Specific Plan 2009 Subsequent Environmental Impact Report, approved by City Council on September 10, 2018 and City staff is directed to prepare and file a Notice of Determination with the Alameda County Clerk within five days of the adoption of this resolution.

BE IT FURTHER RESOLVED that the City Council of the City of Livermore:

1. Finds the Project consistent with the General Plan.

2. Is satisfied with the decision and record of the Planning Commission and adopts by reference the findings contained in Planning Commission Resolution No. 30-18, attached hereto as Exhibit A, and approves the Project subject to the Conditions of Approval, attached hereto as Exhibit B.

The documents that constitute the record of proceedings upon which this decision is based can be found in the City Clerk's office, 1052 S. Livermore Avenue, in Livermore California.

On motion of Council Member Spedowfski, seconded by Council Member Carling, the foregoing Resolution was passed and adopted on September 10, 2018, by the following vote:

AYES:	Council Members Carling, Coomber, Spedowfski, Vice Mayor Woerner, Mayor Marchand
NOES:	None
ABSENT:	None
ABSTAIN:	None

ATTEST:

Sarah Bunting
City Clerk

Date: September 11, 2018

APPROVED AS TO FORM:

Catrina Fobian
Assistant City Attorney

Exhibit A - Planning Commission Resolution 30-18
Exhibit B - Conditions of Approval

EXHIBIT B

EXHIBIT A

IN THE PLANNING COMMISSION OF THE CITY OF LIVERMORE STATE OF CALIFORNIA

A RESOLUTION RECOMMENDING APPROVAL OF

Downtown Design Review (DDR) 18-015

A request to develop a four-story, 133-room hotel on the southeast corner of Railroad Avenue and South Livermore Avenue. The project also includes a public underground parking garage, new street frontage and median improvements, a new public street, public surface parking with public ADA accessible stalls, storm water treatments, and landscaping.

Location: 2205 Railroad Avenue

The City received an application for Downtown Design Review (DDR) 18-015.

A courtesy mailing was mailed to neighboring property owners and published in a newspaper of local circulation.

The Planning Commission held a meeting on August 7, 2018, considered the staff recommendation for approval subject to conditions, and heard public testimony.

NOW, THEREFORE, BE IT RESOLVED that, based on the whole record before it, the Planning Commission of the City of Livermore recommends the City Council find the environmental impacts of Downtown Design Review (DDR) 18-015 were analyzed by and are consistent with the 2018 Addendum to the Downtown Specific Plan 2009 Supplemental Environmental Impact Report.

BE IT FURTHER RESOLVED that the Planning Commission finds the following based upon the information presented for Downtown Design Review (DDR) 18-015:

The project is in conformance with the Specific Plan's standards and guidelines; or project-specific mitigation measures or conditions of approval have been incorporated into the project to ensure it is in conformance.

Finding: Based on the design review of the project, as documented in the Planning Commission staff report, the proposed project conforms to the applicable standards and guidelines for commercial buildings in the Downtown Specific Plan (DSP). The architectural quality of the structure and site plan reflect the intent of the DSP Design Standards and Guidelines to create a high quality and active urban fabric in Downtown Livermore.

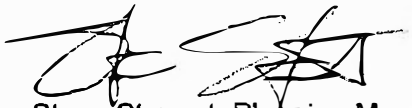
BE IT FURTHER RESOLVED by the Planning Commission of the City of Livermore that, based on the above finding, Downtown Design Review (DDR) 18-015 is recommended to the City Council for approval, subject to the Conditions of Approval dated August 7, 2018, which are necessary to protect the public health, safety, and general welfare.

The documents that constitute the record of proceedings upon which this decision is based can be found in the Community Development Department, 1052 S. Livermore Avenue, in Livermore, California.

On the motion by Commissioner Pann, seconded by Planning Commissioner Bonanno, the foregoing Resolution was adopted at the Planning Commission meeting of August 7, 2018, by the following vote:

AYES: BONANNO, BJORKLUND, KASKEY, AND PANN.
NOES: NONE.
ABSENT: NONE.
RECUSED: FAGUNDES.

Erik Bjorklund, Chairperson



by Steve Stewart, Planning Manager
Secretary to the Planning Commission

CONDITIONS OF APPROVAL

Downtown Design Review (DDR) 18-015

A request to develop a four-story, 133-room hotel on the southeast corner of Railroad Avenue and South Livermore Avenue. The project also includes a public underground parking garage, new street frontage and median improvements, a new public street, public surface parking with public ADA accessible stalls, storm water treatments, and landscaping.

Location: 2205 Railroad Avenue

Recommended for Approval by Planning Commission: August 7, 2018
Approved by the City Council: September 10, 2018

A. PROJECT AUTHORIZATION

1. The project shall be in conformance with all City Ordinances, rules, regulations, and policies. The conditions listed below are particularly pertinent to this permit and shall not be construed to permit violation of other laws and policies not so listed.

2. The Downtown Design Review permit shall expire upon the expiration or termination of Development Agreement 18-003, unless an extension is submitted and approved prior to the expiration of the Development Agreement.

B. PROJECT SPECIFIC CONDITIONS

The applicant shall respond in writing to all conditions contained in this document and its attachments. Responses shall describe how the condition has been met and shall, where applicable, direct the plan checker to the page and/or drawing detail that demonstrates compliance with the condition. A copy of these responses shall be provided with each set of improvement plans.

1. Provide a photometric plan for review and approval by the Community Development Department that shows lighting will minimize off-site glare and meet the illumination requirements of the Security Ordinance (Municipal Code, Chapter 15.18).

2. This Downtown Design Review approval does not include the approval of the signs shown on the development plans. All signs are subject to review and approval by the Community Development Department of a separate Downtown Design Review application.

3. The design and location of 30 bicycle parking stalls are subject to review and approval by the Community Development Department prior to submittal for building permits. The stalls may be dispersed among the underground garage, new road, I Street parking facility.

4. Assess the health of the existing street trees along South Livermore and replace them if found to be in poor health, and/or likely to experience stress during hotel construction.

5. Provide trees, landscaping and furnishings that are consistent with the palette for the Downtown Plan Concept Plan Landscape Design Guidelines reviewed by the Planning Commission on August 21, 2018. The City Council will review these Guidelines on September 24, 2018.

6. Coordinate the street tree planting, paving, and landscape improvements along both sides of South Livermore Avenue (along the hotel frontage and Stockmen's Park/Blacksmith Square frontage) to provide a unified and aesthetic entry into the Downtown Core.

7. Include irrigation and planters that are consistent with the City's current standards and specifications.

8. Exterior backflow preventers shall be screened from public view with landscape.

9. Livermore Municipal Code section 12.51 establishes a public art requirement for all projects. For this project, the developer has elected to provide public art on-site. The applicant shall comply with the following conditions regarding public art:

    a. The proposed art is subject to review and approval by the Commission for the Arts prior to receiving a building permit.
    b. A certificate of occupancy shall not be issued until the approved work(s) of art has been installed.
    c. The developer or owner shall execute a restrictive covenant, which shall be recorded against the project site and shall run with the land for a period of 30 years from the installation date.
    d. In the event the public art is stolen, destroyed or vandalized within the 30-year period, the developer or owner must replace or repair the public art pursuant to the Livermore Municipal Code.

10. Prior to occupancy, the applicant shall demonstrate compliance with Municipal Code Section 13.25.060 (Landscape Installation Certification Package).

11. The project is subject to applicable mitigation measures of the 2018 Addendum to the Downtown Specific Plan Amendment 2009 Supplemental Environmental Impact Report.

C. GENERAL CONDITIONS OF APPROVAL

1. Development shall conform to the map designated by the City as Exhibit B-1. Exhibit B-1 plans shall include but are not limited to subdivision, landscape, and architectural plans reviewed and approved by the Planning Commission and City Council and amended by the applicant to reflect any changes indicated above in the Project Specific Conditions or required by the City in the approval process.

2. For all proposed projects, Bay Area Air Quality Management District (BAAQMD; "Air District") recommends requiring the implementation of all Basic Construction Mitigation Measures, listed in Table 8-1 of the BAAQMD CEQA Guidelines, whether or not construction-related emissions exceed applicable Thresholds of Significance. These basic construction stage recommendations are incorporated below into these Conditions of Approval as project requirements.

    a. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
    b. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
    c. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
    d. All vehicle speeds on unpaved roads shall be limited to 15 mph.
    e. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
    f. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
    g. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
    h. Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.

3. Any awnings over windows shall be maintained as an integral architectural feature, in an attractive, serviceable state throughout the life of the project.

4. The development impact fees (e.g., traffic impact, housing in-lieu, park dedication in-lieu,) and project processing fees due in connection with this permit shall be based upon the fees in effect at the time the fee is paid.

5. The Community Development Department may approve minor amendments to the permit, provided that the permit is still in substantial conformance with the original approval.

6. Prior to receiving a building permit for excavation, grading or construction on development site, the applicant shall contact the Alameda County Vector Control Services District to determine if any pre-baiting requirements are necessary to control migration of vermin to adjacent property.

7. To the extent permitted by law, the project applicant shall defend, indemnify and hold harmless the City, its City Council, its officers, boards, commissions, employees and agents from and against any claim, action, or proceeding brought by a third party against the indemnified parties and the applicant to attack, set aside, or void the approval of the project or any permit authorized hereby for the project, including (without limitation) reimbursing the City its attorney's fees and costs incurred in defense of the litigation. The City may, in its sole discretion, elect to defend any such action with attorneys of its choice.

8. Approval of the Downtown Design Review permit is not an authorization to commence construction. Building construction, alterations, repairs, sign erection, or occupancy shall not be permitted without prior approval of the Building Division through issuance of any required permits.

9. Several bioretention areas designed to facilitate stormwater infiltration and treatment are an integral part of the site's utility functioning and any proposed changes to physical design or function shall be subject to prior review and approval by the City Engineer.

D. ENGINEERING DIVISION

1. Development shall conform to the attached Engineering Considerations, dated July 25, 2018.

E. BUILDING DIVISION

1. The project shall comply with currently adopted California Building Standards Code - including Part 11 - the Green Building Standards Code.

F. MAINTENANCE DIVISION

1. All landscaping shall be privately owned, irrigated, and maintained.

2. All proposed sidewalk, pedestrian curb ramps, and driveways shall be installed in accordance with current ADA Access Board Guidelines and City of Livermore Standards.

3. Applicant shall review all sidewalk and pedestrian ramps adjacent to the property for compliance with ADA standards. Any deficiencies shall be corrected prior to issuance of a Certificate of Occupancy.

4. All existing trees along Livermore Avenue and Railroad Avenue that are to remain will need to be inspected by a qualified Arborist through the Contractor. If trees are deemed structurally deficient and/or unhealthy, the existing trees need to be removed and replaced with a more suitable tree species.

G. WATER RESOURCES DIVISION

The Water Resources Division has the following comments regarding this project:

1. All restaurants/food service facilities incorporated within this project shall comply with Livermore Municipal Code 13.32.330, which states the following: "Food Preparation Facilities. All facilities where food is prepared or served shall be equipped with an oil and grease interceptor with a minimum size capacity of 750-gallons. The interceptor shall be connected to the sanitary sewer, and all kitchen generated wastewater with the exception of dishwasher and garbage disposal drainage, shall discharge through the interceptor."

2. Swimming Pool: A drain to the sanitary sewer shall be provided which allows for the proper discharge of draining the pool and/or back-flushing of pool filter equipment to the sanitary sewer.

H. FIRE DEPARTMENT

1. On sheet C5.0, revise plan to show a two 2 ½ inch hose connections, piped off of the sprinkler system, on the east side of the building at a location to be approved by the LPFD.

2. Consult with the LPFD concerning the placement of ground ladder pads.

I. POLICE DEPARTMENT

1. The project shall be required to conform to the provisions of the security section of the Livermore City Code.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF A DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LIVERMORE AND 2205 RAILROAD AVENUE LLC FOR THE DISPOSITION OF CITY OWNED PARCELS AND DEVELOPMENT OF A BOUTIQUE HOTEL

(APN'S 098-0407-029-02, 098-0289-013-11, 098-0407-013-00)

On January 29, 2018, the City Council approved a plan for the Downtown Core, which includes a boutique hotel with 125-135 rooms on the southeast corner of Railroad Avenue and South Livermore Avenue.

On July 27, 2016, the City entered into an Exclusive Negotiating Rights Agreement with PresidioCo Holdings LLC to establish procedures and standards to negotiate a purchase and sale agreement for the disposition and development of certain property for the purpose of building a boutique hotel. The Exclusive Negotiating Rights Agreement was extended by Council on January 23, 2017, May 22, 2017 and November 13, 2017.

On February 26, 2018, City Council authorized the execution of a Hotel Term Sheet with PresidioCo Holdings LLC to lay out the terms that would be included in the Disposition and Development Agreement. (Resolution No. 2018-024)

The City and 2205 Railroad Avenue LLC, a company formed and controlled by PresidioCo Holdings LLC, desire to enter into an agreement to sell the City-owned property to 2205 Railroad Avenue LLC for the construction of a 133-room hotel with an approximately 3,300 square foot bar/lounge, a 1,500 square foot meeting space, fitness center, outdoor pool, open courtyard, patio, and underground parking garage with approximately 120 parking spaces.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Livermore finds that the Disposition and Development Agreement is consistent with the Addendum to the Downtown Specific Plan 2009 Subsequent Environmental Impact Report approved by City Council on September 10, 2018.

BE IT FURTHER RESOLVED that the City Council of the City of Livermore authorizes the City Manager to execute the Disposition and Development Agreement with 2205 Railroad Avenue LLC attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the City Council of the City of Livermore authorizes the City Manager to execute any documents, with prior approval as to form by the City Attorney, required to effectuate the purpose of the Disposition and Development Agreement, including but not limited to, the parcel map, minor revisions to the schedule of performance, agreements contemplated by the material terms attached as exhibits to the Disposition and Development Agreement, and grant deeds.

On motion of Council Member Spedowfski, seconded by Council Member Carling, the foregoing Resolution was passed and adopted on September 10, 2018, by the following vote:

AYES:	Council Members Carling, Coomber, Spedowfski, Vice Mayor Woerner, Mayor Marchand
NOES:	None
ABSENT:	None
ABSTAIN:	None

ATTEST:

Sarah Bunting
City Clerk

APPROVED AS TO FORM:

Gabrielle Janssens
Assistant City Attorney

Date: September 11, 2018

Exhibit A – Disposition and Development Agreement

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF AN AMENDED AND RESTATED DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT THAT INCLUDES A SITE ACQUISITION LOAN IN THE AMOUNT OF $1,923,750 FOR THE ACQUISITION OF 2080 RAILROAD AVENUE, WITH 2205 RAILROAD AVENUE LLC FOR DEVELOPMENT OF A BOUTIQUE HOTEL AND PARKING FACILITY; AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $ 1,923,750 FROM THE GENERAL FUND TO BE DIRECTED TO THE SITE ACQUISITION LOAN DESCRIBED IN THE DDLA

(APNs 098-0407-031-00, 098-0407-033-00, 098-0282-009-00)

On July 27, 2016, the City entered into an Exclusive Negotiating Rights Agreement with PresidioCo Holdings LLC to establish procedures and standards to negotiate a purchase and sale agreement for the disposition and development of certain property for the purpose of building a boutique hotel. The Exclusive Negotiating Rights Agreement was extended by Council on January 23, 2017, May 22, 2017, and November 13, 2017.

On January 29, 2018, the City Council approved a plan for the Downtown Core, which includes a boutique hotel with 125-135 rooms on the southeast corner of Railroad Avenue and South Livermore Avenue.

On February 26, 2018, City Council authorized the execution of a Hotel Term Sheet with PresidioCo Holdings LLC to lay out the terms that would be included in the Disposition and Development Agreement.

On or about September 5, 2018, PresidioCo Holdings LLC, formed 2205 Railroad Avenue LLC, which is under the control of PresidioCo Holdings LLC.

On September 10, 2018, the City Council authorized the execution of a Disposition and Development Agreement with 2205 Railroad Avenue LLC for the disposition of City-owned parcels and development of a boutique hotel. At this same meeting, the City Council approved Downtown Design Review No. 18-015 for the site design and architecture for the boutique hotel, including a public underground parking garage.

On December 1, 2018, as provided for in the Development Agreement, PresidioCo Holdings LLC assigned its right, title, and interest in that agreement to PresidioCo Bay Area LLC, and the designation of 2205 Railroad Avenue LLC as the Developer remains unchanged.

The City and 2205 Railroad Avenue LLC desire to enter into an amended agreement to sell the City-owned property to 2205 Railroad Avenue LLC for the construction of a 125-135-room hotel and related amenities, a joint solid waste facility, and include a short-term site acquisition loan to acquire an off-site private property to develop a parking facility.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Livermore finds that the Disposition, Development and Loan Agreement with 2205 Railroad Avenue LLC is consistent with, and analyzed by, the addendums to the Downtown Specific Plan 2009 Subsequent Environmental Impact Report that were adopted by City Council on September 10, 2018, by Resolution No. 2018-153, May 13, 2019, by Resolution No. 2019-064, and October 26, 2020, by Resolution No. 2020-178, the categorical exemption for infill development for the Downtown Hotel Term Sheet dated February 26, 2018, and the 2004 Downtown Specific Plan Environmental Impact Report.

No new or more severe significant impacts were identified for the project that was not identified in the 2004 Final EIR and 2009 Subsequent EIR, and no new mitigation measures would be required for the downtown plan. For all environmental topics addressed in the addendums, there were no substantial changes in environmental circumstances that would result in new or more severe significant environmental effects than were identified and evaluated in the 2004 Final EIR and 2009 Subsequent EIR. The City Council of the City of Livermore directs the City Clerk to file a Notice of Determination with the Alameda County Clerk

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that:

1. The City Manager is authorized to execute on behalf of the City of Livermore the Amended and Restated Disposition, Development and Loan Agreement that includes a site acquisition loan in the amount of $1,923,750, with 2205 Railroad Avenue LLC for development of the Downtown boutique hotel and parking facility, attached hereto as Exhibit A.

2. The amount of $1,923,750 is hereby appropriated from the City of Livermore's General Fund to be directed to the Site Acquisition Loan described in the Amended and Restated Disposition, Development and Loan Agreement.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on January 10, 2022, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ATTEST: APPROVED AS TO FORM:

_____ */s/ Jason R. Alcala*

Marie Weber
City Clerk

Jason R. Alcala
City Attorney

Exhibit A – Amended and Restated Disposition, Development and Loan Agreement

AMENDED AND RESTATED DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT

by and between

CITY OF LIVERMORE

and

2205 RAILROAD AVENUE LLC

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AMENDED AND RESTATED DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT

THIS AMENDED AND RESTATED DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT (this "Agreement") is made as of ____, 2022, by and between the City of Livermore, a municipal corporation (the "City"), and 2205 Railroad Avenue LLC, a Delaware limited liability company (the "Developer"), with reference to the following facts, purposes, and understandings.

RECITALS

A. These Recitals refer to and utilize certain capitalized terms that are defined in Article 1 of this Agreement. The Parties intend to refer to those definitions in connection with their use in these Recitals.

B. The City is the owner of the City-owned parcels located on the southeast corner of South Livermore Avenue and Railroad Avenue in downtown Livermore (APNs: 098-0407-031-00; 098-0407-033-00 (hereinafter "Hotel Parcel")). Developer desires to purchase the Hotel Parcel from the City. The Hotel Parcel includes Parcel A and Parcel C on Parcel Map 9999 as more particularly described in Exhibit A. Prior to the Close of Escrow, an updated Parcel Map will be recorded for the Hotel Parcel to eliminate Parcel C and to include a deed restriction for a rooftop public open space on the Hotel and a right of way easement for a public roadway.

C. The Developer desires to construct on the Hotel Parcel a four story approximately 65,000-75,000 square foot Hotel, constructed to a standard comparable to one of the Brands identified in the Hotel Standards and containing between 125-135 hotel rooms, approximately 1,400-2,000 square feet of economically viable meeting space, a roof-top deck, and related hotel amenities and improvements.

D. No later than the Close of Escrow, the Hotel Parcel will be burdened by a deed restriction for a rooftop public open space and a reservation of right of way easement over the Hotel Parcel for Public Improvements including but not limited to a roadway, sidewalks, stormwater improvements, landscaping, and public parking.

E. Prior to the Close of Escrow, the Developer shall enter into a Temporary Parking Lease for the Hotel Parcel with the City wherein the Hotel Parcel will be used for public parking until the commencement of construction on the Hotel Parcel.

F. The Developer shall design, construct and own a Joint Solid Waste Facility that will provide garbage, organics, and recyclable services for the Hotel, Bankhead Theater, First Street Mixed-Use Commercial Projects (East and West), Livermore Valley Center Plaza, and the Livermore Cinema. The Joint Solid Waste Facility shall replace the temporary solid waste facility located south of the Hotel and north of the First Street Mixed-Use Commercial Project (West). The Developer shall be responsible for developing a solid waste disposal plan to govern the service, operation, repair, maintenance, replacement and insurance of the Joint Solid Waste

Facility. Such plan shall be embodied in a Joint Solid Waste Facility Agreement to be entered into prior to commencement of construction of the Project.

G. Upon satisfaction of specified predisposition conditions set forth in Article 2 of this Agreement, the City will convey its fee estate in the Property and Appurtenances to the Developer, subject to the permitted exceptions, for the consideration and upon the terms set forth in this Agreement, and the Developer shall, subject to this Agreement, construct and cause the Project to be operated in the manner specified in this Agreement.

H. The City has concluded that the Developer has the necessary expertise, skill, and ability to carry out the commitments contained in this Agreement.

I. The City and Developer's Affiliate, PresidioCo Holdings LLC, a Delaware limited liability company, previously entered into that certain Exclusive Negotiating Rights Agreement dated as of July 27, 2016, as amended, and that certain Hotel Term Sheet dated as of March 2, 2018, which contemplated the negotiation and consummation of the Disposition and Development that was entered into by the parties on October 1, 2018 (the "2018 Disposition and Development Agreement"). PresidioCo Holdings LLC assigned its interest in this agreement and 2205 Railroad Avenue LLC to PresidioCo Bay Area LLC. On and effective as of the Effective Date, this Agreement supersedes the 2018 Disposition and Development Agreement, except as provided for in Section 3.11.

J. The Developer is in contract to purchase the parcel located on the northwest corner of Railroad Avenue and North K Street in downtown Livermore and commonly known as 2080 Railroad Avenue (APN 098-0282-009-00) (hereinafter "Parking Parcel."). Developer intends to use the Parking Parcel as a valet parking lot to meet the City's parking requirements for the Hotel.

K. The City desires to provide a short-term Site Acquisition Loan to the Developer to assist in financing the Developer's acquisition of the Parking Parcel. The City expects Developer to pay the principal and interest due on the loan the earlier of the date that the Developer converts predevelopment costs or construction costs into permanent financing for the Project, or December 31, 2025, whichever occurs first.

L. As soon as practicable after Developer obtains title to the Parking Parcel, the Developer and the City shall enter into a Lease and Operating Agreement for the Parking Parcel. Pursuant to the terms of Lease and Operating Agreement for the Parking Parcel, the City may use the Parking Parcel for public parking for a period of up to three years from the Effective Date of the Lease Agreement or until construction of the Hotel is at least 40% complete, whichever is earlier. However, at a minimum, the City shall be permitted to use the Parking Parcel until September 30, 2024.

M. Pursuant to CEQA, the City (in its capacity as "lead agency") has approved on, September 2018, an Addendum to the 2009 Subsequent Environmental Impact Report, the categorical exemption for infill development for the Downtown Hotel Term Sheet dated February 26, 2018, Subsequent Environmental Impact Report dated March 2009, and Downtown Specific Plan Environmental Impact Report dated February 9, 2004.

NOW, THEREFORE, the City and the Developer agree as follows:

ARTICLE 1.
DEFINITIONS

Section 1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, the following capitalized words shall have the following meanings:

(a) "Affiliate" means any Person which directly or indirectly through one or more intermediaries, (i) Controls, or (ii) is Controlled by, or (iii) is under common Control with, Developer.

(b) "Agreement" shall mean this Amended and Restated Disposition, Development and Loan Agreement.

(c) "Appurtenances" shall mean all rights, privileges and easements appurtenant to the Property, including, without limitation (to the extent in existence), all minerals, oil, gas, and other hydrocarbon substances on or under the Property, as well as development rights, air rights, riparian rights and water rights which the City may own and which relate to the Property and any rights-of-way or other appurtenances affecting the Property.

(d) "Building Permit" shall mean an excavation, foundation or other building permit issued by the City in connection with the construction of the Improvements.

(e) "CEQA" shall mean the California Environmental Quality Act (California Public Resources Code Section 21000 et seq.), and its implementing guidelines.

(f) "Certificate of Occupancy" shall mean that certificate issued by the City to the Developer to allow occupancy of the Hotel.

(g) "City" shall mean the City of Livermore.

(h) "City Event of Default" shall mean any default by the City as set forth in Section 10.2.

(i) "City Fees" shall mean the estimated fees listed in Exhibit B, which fees are estimates only and will be finally determined at the issuance of the Building Permit.

(j) "Close of Escrow" shall have the meaning ser forth in Section 3.5.

(k) "Community Facility Maintenance District for the Downtown Core Improvements" (hereinafter "CFMD") shall mean the maintenance district or districts created to fund the maintenance of the Stockmen's Park and other designated downtown public facilities, in accordance with Section 7.2.

(l) "Control" shall mean (i) direct or indirect management or control of the managing member or members in the case of a limited liability company; (ii) direct or indirect management or control of the managing general partner or general partners in the case of a partnership and (iii) (a) boards of directors that overlap by fifty percent (50%) or more of their directors, or (b) direct or indirect control of a majority of the directors in the case of a corporation.

(m) "Deed of Trust" shall mean the Deed of Trust executed by the Developer to secure its obligation to repay the Site Acquisition Loan for the Parking Parcel. A form of the Deed of Trust is attached to this Agreement as Exhibit C.

(n) "Developer" shall mean 2205 Railroad Avenue LLC, a Delaware limited liability company, or any transferee of the Developer in accordance with Section 8.4.

(o) "Developer Event of Default" shall mean any default by the Developer as set forth in Section 10.3, subject to any applicable notice and cure rights set forth therein.

(p) "Effective Date" shall mean the date which is the later of (i) the date this Agreement is executed by the Developer and (ii) the date this Agreement is approved and executed by the City.

(q) "Entitlements" shall mean, collectively, zoning approvals, conditional use permit and any other discretionary approvals required for construction of the Project. For purposes of this Agreement, "Entitlements" do not include demolition, grading, building or other ministerial permits or approvals.

(r) "Escrow" shall mean the escrow opened with the Escrow Holder to close the transactions described in Article 3.

(s) "Escrow Holder" shall mean the Developer's title company or other mutually agreed upon title company.

(t) "Final Construction Drawings" shall mean final drawings for the construction of the Improvements used to obtain a Building Permit from the City for the construction of the Improvements and final drawings for the construction the Public Improvements required under this Agreement.

(u) "Grant Deed" shall mean the grant deed by which the City conveys its fee estate in the Property and Appurtenances to the Developer. The Grant Deed shall include a deed restriction for a rooftop public open space on the Hotel and a reservation of right of way easement for a public roadway on the Property. A form of the Grant Deed is attached to this Agreement as Exhibit D.

(v) "Hazardous Materials" shall mean:

(1) Those substances included within the definitions of "hazardous substances", "Hazardous Materials", "toxic substances", or "solid waste" in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.) ("CERCLA"), as amended by Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499 100 Stat. 1613) ("SARA"), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§6901 et seq.) ("RCRA"), and the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq., and in the regulations promulgated pursuant to said laws, all as amended;

(2) Those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto);

(3) Any material, waste or substance which is (A) petroleum, (B) asbestos, (C) polychlorinated biphenyls, (D) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. §§ 1251 et seq. (33 U.S.C. §§1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. §§ 1317); (E) flammable explosives; or (F) radioactive materials;

(4) Any toxic or hazardous waste, material or substance or any oil or pesticide listed in, covered by, or regulated pursuant to, any state or local law, ordinance, rule or regulation applicable to the Property, as heretofore or hereafter amended; and

(5) Such other substances, materials and wastes which are or become regulated as hazardous or toxic under applicable local, state or federal law, or the United States government, or which are classified as hazardous or toxic under federal, state, or local laws or regulations.

The term "Hazardous Materials" shall not include: construction materials, gardening materials, household products, office supply products or equipment, food service or preparation equipment or materials or janitorial supply products or equipment customarily used in the construction, maintenance, rehabilitation, use, occupancy or management of a hotel and its supporting parking structure, to the extent which the same are used and stored in accordance with all applicable environmental ordinances and regulations.

(w) "Hazardous Materials Laws" shall mean environmental and health and safety laws, regulations, ordinances, administrative decisions, common law decisions (whether federal, state, or local) with respect to Hazardous Materials, including those relating to soil and groundwater conditions.

(x) "Hotel" shall mean a four story approximately 65,000-75,000 square foot hotel containing between one hundred twenty-five (125) to one hundred thirty-five (135) hotel rooms, approximately 1,400 - 2,000 square feet of economically viable meeting space, a roof-top deck, and related hotel amenities and improvements on the Hotel Parcel.

(y) "Hotel Parcel" shall mean that certain parcel shown on Parcel Map 9999 as Parcel A and Parcel C as more particularly described in Exhibit A. Prior to the Close of Escrow, an updated Parcel Map will be recorded for the Hotel Parcel which will eliminate Parcel C and include a deed restriction for a rooftop public open space on the Hotel and a right of way easement for a public roadway.

(z) "Hotel Standard" shall mean a boutique hotel that meets or exceeds the standard of "Upscale" or "Upper Upscale" under the STR, Inc. Chain Scales Rating system or similar industry recognized rating system as more particularly described in Exhibit E.

(aa) "Improvements" shall mean collectively the Parking Parcel, the Joint Solid Waste Facility, the Hotel, and all other improvements on the Hotel Parcel, except for the On-site Public Roadway.

(bb) "Joint Solid Waste Facility" shall mean a trash facility located in close proximity to the Hotel sized to serve the solid waste produced by the Hotel, Bankhead Theater, First Street Mixed-Use Commercial Projects (East and West), Livermore Valley Center Plaza, and the Livermore Cinema.

(cc) "Joint Solid Waste Facility Agreement" shall mean a solid waste disposal agreement, reasonably acceptable to Developer, as may be amended by agreement of the parties thereto, among the Developer, the City, Bankhead Theater, First Street Mixed-Use Commercial Projects (East and West), Livermore Valley Center Plaza, and the Livermore Cinema, that will include a solid waste disposal plan, performance obligations of the parties, and a license or lease from the City to allow the performance of the obligations under the agreement, substantially in conformance with the Material Terms contained in Exhibit F.

(dd) "Lease and Operating Agreement for the Parking Parcel" shall mean the agreement between the City and the Developer for the lease, operation, and maintenance of the Parking Parcel, in substantial conformance with the Lease and Operating Agreement attached as Exhibit G.

(ee) "Loan Documents" shall mean this Agreement, the Promissory Note, the Deed of Trust, and any other document or agreement evidencing the Site Acquisition Loan for the Parking Parcel.

(ff) "Memorandum of DDLA" shall mean the memorandum of this Agreement, substantially in the form of Exhibit H.

(gg) "Official Records" shall mean the Official Records of Alameda County.

(hh) "Outside Date" shall mean the last date for the commencement of construction as set forth in the Schedule of Performance.

(ii) "Parcel B" shall mean the parcel designated as Parcel B on the Parcel Map 9999 recorded October 3, 2018, recorded series 2018192226.

(jj) "Parcel Map" shall mean Parcel Map No. 9999, attached as Exhibit I. Prior to the Close of Escrow, an updated Parcel Map will be recorded for the Hotel Parcel which shall include a deed restriction for a public open space on the Hotel and a right of way easement for a public roadway.

(kk) "Parking Parcel" shall mean the parcel located on the northwest corner of Railroad Avenue and North K Street in downtown Livermore and commonly known as 2080 Railroad Avenue (APN 098-0282-009-00) that Developer will purchase and use as a valet parking lot to meet the hotel's parking requirement, which is more particularly described in Exhibit J attached to this Agreement.

(ll) "Parties" shall mean the City and the Developer.

(mm) "Party" shall mean either the City or the Developer depending on the context.

(nn) "Permitted Exceptions" shall mean the following exceptions to title with respect to the Property:

(1) the lien of any non-delinquent property taxes and assessments;

(2) all existing easements over, under and across the Property for ingress and egress and public utilities, which do not preclude Developer's intended use of the Property;

(3) any incidental easements or other matters affecting title which do not preclude or materially impair Developer's intended use of the Property;

(4) applicable building and zoning laws and regulations;

(5) the provisions of this Agreement;

(6) a deed restriction for a rooftop public open space on the Hotel and a reservation of right of way easement for the public roadway on the Property;

(7) the Temporary Parking Lease;

(8) other matters created by, through or under Developer; and

(9) such other exceptions to title as may hereafter be mutually approved by the City and the Developer.

(oo) "Person" or "Persons" shall mean any individual, partnership, joint venture, corporation, limited liability company, limited liability partnership, trust or other entity, private or public with the power and authority to act and conduct business on its own behalf.

(pp) "Pre-Construction Documents" shall mean collectively the final, fully executed forms of the Public Improvement Agreement, the Irrevocable Offer of Dedication for the Public Roadway, and the Joint Solid Waste Facility Agreement.

(qq) "Pro Forma" shall mean the preliminary sources and uses for the development of the Project delivered by the Developer under separate confidential cover.

(rr) "Project" shall mean (i) the Property and (ii) collectively, the Improvements, and the Public Improvements, as more fully set forth in the Scope of Development.

(ss) "Project Documents" shall mean the site plan, elevations and landscaping plans submitted by the Developer to enable the Developer to obtain the Entitlements, together with and all conditions of approval associated with the Entitlements.

(tt) "Promissory Note" shall mean the Promissory Note executed by the Developer to satisfy the Site Acquisition Loan for the Parking Parcel under the terms set forth in this Agreement. A form of the Promissory Note is attached to this Agreement as Exhibit K.

(uu) "Property" shall mean the City-owned Hotel Parcel located on the southeast corner of South Livermore Avenue and Railroad Avenue in downtown Livermore, as more particularly described as Parcel A and Parcel C in Exhibit A attached to this Agreement. "Property" and "Hotel Parcel" shall be used interchangeably throughout this Agreement.

(vv) "Public Improvements" shall collectively mean the Roadway and Frontage Improvements to S. Livermore Avenue, the On-site Public Roadway, and the Railroad Avenue Improvements as more particularly described in Exhibit L.

(ww) "Public Improvement Agreement" shall be the agreement between the City and the Developer in which the City requires as a condition precedent to the construction of the Project, the dedication of streets and public ways on the Hotel Parcel and the construction of certain on-site and off-site public improvements, substantially in conformance with the form attached as Exhibit M.

(xx) "Purchase Price" shall have the meaning set forth in Section 3.2.

(yy) "Schedule of Performance" shall mean the schedule of actions to be taken by the Parties pursuant to this Agreement to achieve the disposition of the Property to the Developer and the construction of the Project, as the same or components of the same may be extended pursuant to this Agreement. The Schedule of Performance is attached to this Agreement as Exhibit N.

(zz) "Scope of Development" shall mean the description of the Project contained in the approved Entitlements and all conditions of approvals associated with the Entitlements. The Scope of Development is attached to this Agreement as Exhibit O.

(aaa) "Security Financing Interests" shall have the meaning set forth in Section 9.1.

(bbb) "Site Acquisition Loan" shall have the meaning set forth in Article 12.

(ccc) "Temporary Parking Lease" shall mean that certain Lease for Temporary Parking for the Hotel Parcel between the City of Livermore and Developer in substantial conformance with the Temporary Parking Lease Agreement attached as Exhibit P.

(ddd) "Title Company" shall mean the title company agreed to by the Parties.

(eee) "Title Policy" has the meaning set forth in Section 2.2(i).

(fff) "Transaction Documents" shall mean, collectively, the Parcel Map, the Lease and Operating Agreement for the Parking Parcel, the Grant Deed, the Memorandum of DDLA, the Public Improvement Agreement, and the Temporary Parking Lease for the Hotel Parcel.

(ggg) "Transfer" shall mean a transfer of this Agreement or an interest in the Developer, as more particularly described in Section 8.1.

Section 1.2 Exhibits. The following exhibits are attached to and incorporated into this Agreement:

Exhibit A.	Legal Description and Plat of the Hotel Parcel
Exhibit B.	City Fees
Exhibit C.	Deed of Trust
Exhibit D.	Grant Deed
Exhibit E.	Hotel Standard
Exhibit F.	Joint Solid Waste Facility Agreement Material Terms
Exhibit G.	Lease and Operating Agreement for the Parking Parcel
Exhibit H.	Memorandum of DDLA
Exhibit I.	Parcel Map
Exhibit J.	Parking Parcel
Exhibit K.	Promissory Note

Exhibit L. Public Improvements

Exhibit M. Public Improvement Agreement

Exhibit N. Schedule of Performance

Exhibit O. Scope of Development

Exhibit P. Temporary Parking Lease for the Hotel Parcel

Exhibit Q. Terms and Conditions of the Deed Restriction

ARTICLE 2.
PREDISPOSITION REQUIREMENTS

Section 2.1 City's Conditions Precedent to Close of Escrow. As conditions precedent to the Close of Escrow for the Property, the predisposition conditions set forth in this Section 2.1 must first be met by the times specified for such conditions in the Schedule of Performance (as such times may be extended pursuant to Section 11.4 or other provisions of this Agreement) or, if no time is so specified, on or before the Close of Escrow. Satisfaction of these conditions depends on performance by the Developer. Only the City can waive satisfaction of the conditions in this Section 2.1.

(a) The Developer has provided the City with the preliminary development Pro Forma setting forth the Developer's current estimate of sources and uses of funds for development of the Improvements. The Pro Forma is intended to serve as a guide for the review of the Developer's financing commitments. The Pro Forma and the information contained therein are privileged documents of the Developer containing trade secrets, private personal information, and/or the contents of real estate appraisals, engineering and/or feasibility estimates, evaluations and other proprietary information. No later than the time specified in the Schedule of Performance, the Developer has submitted a true copy of each letter of interest or letter of intent, which may be binding or non-binding, from lenders, mortgage brokers and/or equity partners to provide funds in the amounts necessary, together with the funds of Developer, to fully finance the projected costs of development of the Improvements.

(b) The Developer and the City have entered into a Lease and Operating Agreement for the Parking Parcel, in accordance with Section 12.6 of this Agreement and in substantial conformance with the Lease and Operating Agreement attached as Exhibit G.

(c) The City and Developer have entered into a Temporary Parking Lease for the Hotel Parcel wherein the Hotel Parcel will be available for public parking until the commencement of construction of the Project, in substantial conformance with the Temporary Parking Lease Agreement attached as Exhibit P."

(d) The Developer has obtained all Entitlements.

(e) No later than the time specified in the Schedule of Performance, the Developer has obtained written approval from the City for the Draft Hotel Interior Design Proposal demonstrating comparable quality to the brands identified in the Hotel Standard.

(f) The Developer has deposited an executed counterpart of the Lease and Operating Agreement for the Parking Parcel with the Escrow Holder.

(g) The Developer has deposited an executed counterpart of the Temporary Parking Lease Agreement for the Hotel Parcel with Escrow Holder.

(h) The Developer has submitted the Developer's organizational documents to the City and the City has approved Developer's organizational structure.

(i) There is no existing, pending or threatened litigation, suit, action or proceeding before any court or administrative agency affecting the City or the Developer or the Property that would, if adversely determined, materially adversely affect the Property or the Developer's or the City's ability to perform their obligations under this Agreement or the Developers' ability to develop and operate the Project.

(j) There shall exist no condition, event or act which would constitute a Developer Event of Default or which, upon the giving of notice or the passage of time, or both, would constitute a Developer Event of Default.

Section 2.2 Developer's Conditions Precedent to Close of Escrow. As conditions precedent to the Close of Escrow for the Property, the predisposition conditions set forth in this Section 2.2 must first be met by the times specified for such conditions in the Schedule of Performance (as such times may be extended pursuant to Section 11.4 or other provisions of this Agreement) or, if no time is so specified, on or before the Close of Escrow. Satisfaction of these conditions in Sections 2.2(e) and 2.2(f) depends on performance by the City. Only the Developer can waive satisfaction of the conditions contained in this Section 2.2.

(a) The Developer and the City have entered into a Lease and Operating Agreement for the Parking Parcel in accordance with Section 12.6 of this Agreement and in substantial conformance with the form attached as Exhibit G.

(b) The City and Developer have entered into a Temporary Parking Lease for the Hotel Parcel, in substantial conformance with Exhibit P wherein the Hotel Parcel will be available for public parking until the commencement of construction of the Project.

(c) The Developer has obtained all Entitlements.

(d) The Developer has obtained written approval from the City for the Draft Hotel Interior Design Proposal demonstrating comparable quality to the brands identified in the Hotel Standard.

(e) The City has deposited an executed counterpart of the Lease and Operating Agreement for the Parking Parcel with the Escrow Holder.

(f) The City has deposited an executed counterpart of the Temporary Parking Lease Agreement for the Hotel Parcel with the Escrow Holder.

(g) There is no existing, pending or threatened litigation, suit, action or proceeding before any court or administrative agency affecting the City or the Developer or the Property that would, if adversely determined, materially adversely affect the Property or the Developer's or the City's ability to perform their obligations under this Agreement or the Developers' ability to develop and operate the Project.

(h) There shall exist no condition, event or act which would constitute a City Event of Default or which, upon the giving of notice or the passage of time, or both, would constitute a City Event of Default.

(i) The Title Company is irrevocably and unconditionally committed to issue to Developer the Title Policy, free and clear of all liens, and subject only to the Permitted Encumbrances, within thirty (30) days of Close of Escrow. As used in this Agreement, the term "Title Policy" shall mean an ALTA extended coverage owner's policy of title insurance in the amount of the Purchase Price insuring fee simple title to the Property, subject only to the Permitted Encumbrances.

Section 2.3 Access for Investigations. Prior to Close of Escrow and subject to the rights of any tenants occupying the Property including, the City grants to the Developer and the Developer's agents the right to enter upon the Property for the exclusive purpose of conducting geotechnical and environmental studies and investigations. Such entry shall be made only during regular business hours and upon not less than five (5) business days' advance telephonic, email, or written facsimile notice to the City's Community Development Director. Prior to exercise of the right of entry, the Developer shall provide the City with satisfactory evidence, in the form of a certificate of insurance, that the Developer's agents who obtain access to the Property are insured under comprehensive general liability and automobile liability insurance policy or policies in a manner acceptable to the City in its reasonable discretion. The Developer shall indemnify and defend the City of Livermore and its council members, officers, employees, and agents (collectively the "Indemnified Parties") against, and hold the Indemnified Parties and the Property harmless from and against, any and all costs, expenses (including, without limitation, attorneys' fees), damages, claims, liabilities, liens (including, without limitation, mechanics liens) encumbrances and charges to the extent such arise out of or are in any way directly related to any entry by the Developer or the Developer's agents upon the Property, but only to the extent such matters do not arise from the gross negligence or willful misconduct of the City or other Indemnified Party, from pre-existing conditions of the Property, or from Developer's discovery of any information potentially having a negative impact on the Property. The foregoing obligation of the Developer shall survive the expiration or termination of this Agreement. The City shall cooperate with the Developer in obtaining, for the benefit of the Developer, reliance letters from the appropriate parties with respect to any third-party reports or studies commissioned or obtained by the City with respect to the Property.

ARTICLE 3.
DISPOSITION OF THE PROPERTY AND CONSTRUCTION OF JOINT SOLID WASTE FACILITY

Section 3.1 Purchase and Sale. Provided the predisposition requirements set forth in Article 2 and the additional closing conditions set forth in Section 3.4 have been satisfied or waived, the City shall sell to the Developer, and the Developer shall purchase from the City, the Property pursuant to the terms, covenants, and conditions of this Agreement.

Section 3.2 Purchase Price. The purchase price for the Property shall be $71,521. The Developer shall pay a ten (10) percent deposit at the Close of Escrow and the remainder shall be paid no later than December 31, 2025.

Section 3.3 Opening Escrow; Costs of Escrow. To accomplish the transfer and conveyance of the Property from the City to the Developer, by the date specified in the Schedule of Performance, the Parties shall establish an escrow and execute and deliver to the Escrow Holder written instructions that are consistent with this Agreement. The City shall pay or cause to be paid (i) one half (½) of any escrow fee charged by the Escrow Holder and (ii) any and all City and County real estate documentary transfer taxes. The Developer shall pay (a) one half (½) of any escrow fee charged by the Escrow Holder, (b) all costs of the Title Policy (and any endorsements) issued based thereon, and (c) any recording fees. Each Party shall be responsible for the payment of its own attorney's fees, copying expenses and other costs incurred in connection with the negotiation of this Agreement and the consummation of the transaction contemplated hereunder. Any other closing costs and all prorations (if any) shall be split and accounted for as customary in Alameda County, California, for commercial real estate transactions.

Section 3.4 Closing and Closing Deliverables. Subject to the satisfaction or waiver of the closing conditions and predisposition conditions to the Close of Escrow set forth in Section 2.1 and Section 2.2, the Close of Escrow shall occur and the City shall convey, and the Developer shall accept conveyance of, fee simple title to the Property and Appurtenances, subject only to permitted exceptions, pursuant to the Grant Deed. At or before Close of Escrow, the City and the Developer, as applicable, shall deliver to the Title Company and Escrow Holder the following:

(a) The Developer shall deposit: (i) the Purchase Price, (ii) originals of each of the Transaction Documents executed and acknowledged (as applicable) by the Developer, and (iii) any other documents that may be reasonably requested by the Escrow Holder and the Title Company and that are customarily delivered in connection with the closing of real estate transactions in Alameda County, and any other documents that may be necessary in order to consummate the transactions contemplated under this Agreement.

(b) The City shall deposit: (i) originals of each of the Transaction Documents executed and acknowledged (as applicable), (ii) a FIRPTA Certificate, and (iii) any other documents that may be reasonably requested by the Escrow Holder and the Title Company and that are customarily delivered in connection with the closing of real estate transactions in

Alameda County, and any other documents that may be necessary in order to consummate the transactions contemplated under this Agreement.

Section 3.5 Close of Escrow. Subject to the satisfaction or waiver of the closing conditions and predisposition conditions to the Close of Escrow set forth in Sections 2.1 and 2.2 and provided that all of the documents and other items set forth in Section 3.4 have been deposited with Escrow Holder, Escrow Holder shall do all of the following:

(a) Complete all blank spaces, if any, in the Transaction Documents, including the effective dates thereof;

(b) Attach to all applicable Transaction Documents final and accurate legal descriptions consistent with the Title Policy;

(c) Deliver copies of fully executed originals of the Transaction Documents to the appropriate parties, including certified copies of the recordable Transaction Documents showing recording information; and

(d) Cause to be recorded or distributed (as set forth below) the following documents:

(1) Record in the Official Records the Grant Deed conveying the Property to the Developer with a deed restriction for a rooftop public open space on the Hotel and a reservation of right of way easement for a public roadway. The terms and conditions of the deed restriction shall be in substantial conformance with those set forth in Exhibit Q.

(2) Record in the Official Records the Memorandum of DDLA;

(3) Record in the Official Records the Offsite Hotel Stormwater Improvement Easement;

(4) File any informational reports required by Internal Revenue Code Section 6045(e), as amended, and any other applicable requirements;

(5) Deliver the FIRPTA Certificate, if any, to the Developer;

(6) Forward to both the Developer and the City a separate accounting of all funds received and disbursed for each party and copies of all executed and recorded or filed documents deposited with Escrow Holder, with such recording and filing date and information endorsed thereon to the extent applicable;

(7) Issue the Title Policy to Developer or irrevocably and unconditionally commit to issue the Title Policy to the Developer within thirty (30) days of Close of Escrow; and

(8) Distribute or record such other documents as may be specified in the Parties' escrow instructions, if any.

The date on which the Escrow Holder completes the recordation of all of the recordable documents listed in this Section 3.5 shall be the "Close of Escrow".

Section 3.6 Additional Escrow Instructions. The Parties shall execute such further or additional escrow instructions as Escrow Holder may require or that any such Party desires. Such further or additional escrow instructions shall not require the imposition of any additional obligations or liabilities on a Party, unless agreed to by the Party, and shall not modify the provisions of this Agreement (unless the Parties otherwise expressly provide for such modification in such further or additional escrow instructions).

Section 3.7 Condition of the Property.

(a) "As Is" Conveyance.

(1) **THE DEVELOPER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE CITY IS CONVEYING THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT THE DEVELOPER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, (EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT) EXPRESS OR IMPLIED, FROM CITY AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION: (A) THE QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, TOPOGRAPHY, CLIMATE, AIR, WATER RIGHTS, WATER, GAS, ELECTRICITY, UTILITY SERVICES, GRADING, DRAINAGE, SEWERS, ACCESS TO PUBLIC ROADS AND RELATED CONDITIONS); (B) THE QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF SOILS, GEOLOGY AND GROUNDWATER, (C) THE EXISTENCE, QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF UTILITIES SERVING THE PROPERTY, (D) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, AND THE PROPERTY'S USE, HABITABILITY, MERCHANTABILITY, OR FITNESS, SUITABILITY, VALUE OR ADEQUACY OF THE PROPERTY OR ANY PARTICULAR PURPOSE, (E) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY OR ANY OTHER PUBLIC OR PRIVATE RESTRICTIONS ON THE USE OF THE PROPERTY, (F) THE COMPLIANCE OF THE PROPERTY OR THEIR OPERATION WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS AND RESTRICTIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY OR OF ANY OTHER PERSON OR ENTITY, (G) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT THE PROPERTY OR THE ADJOINING OR NEIGHBORING PROPERTY, AND (H) THE CONDITION OF TITLE TO THE PROPERTY. THE DEVELOPER AFFIRMS THAT THE DEVELOPER HAS NOT RELIED ON THE SKILL OR JUDGMENT OF THE CITY OR ANY OF ITS RESPECTIVE AGENTS, EMPLOYEES OR CONTRACTORS TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT THE CITY MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE. THE DEVELOPER ACKNOWLEDGES THAT IT SHALL USE ITS INDEPENDENT JUDGMENT AND**

MAKE ITS OWN DETERMINATION AS TO THE SCOPE AND BREADTH OF ITS DUE DILIGENCE INVESTIGATION WHICH IT SHALL MAKE RELATIVE TO THE PROPERTY AND SHALL RELY UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC AND LEGAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, WHETHER THE PROPERTY IS LOCATED IN ANY AREA WHICH IS DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE OR LOCAL AGENCY). THE DEVELOPER UNDERTAKES AND ASSUMES ALL RISKS ASSOCIATED WITH ALL MATTERS PERTAINING TO THE PROPERTY'S LOCATION IN ANY AREA DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE OR LOCAL AGENCY.

(2) Developer's Release of City. Except with respect to the obligations of the City under this Agreement, the Transaction Documents and the Pre-Construction Documents, the Developer, on behalf of itself and anyone claiming by, through or under the Developer hereby waives its right to recover from and fully and irrevocably releases the City, employees, officers, directors, representatives, and agents (the "Released Parties") from any and all claims, responsibility and/or liability that the Developer may have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to (i) the condition (including any construction defects, errors, omissions or other conditions, latent or otherwise), valuation, salability or utility of the Property, or their suitability for any purpose whatsoever, (ii) any presence of Hazardous Materials, and (iii) any information furnished by the Released Parties under or in connection with this Agreement.

(3) Scope of Release. The release set forth in Section 3.7(a)(2) hereof includes claims of which the Developer is presently unaware or which the Developer does not presently suspect to exist which, if known by the Developer, would materially affect the Developer's release of the Released Parties. The Developer specifically waives the provision of any statute or principle of law that provides otherwise. In this connection and to the extent permitted by law, the Developer agrees, represents and warrants that the Developer realizes and acknowledges that factual matters now unknown to the Developer may have given or may hereafter give rise to such causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and the Developer further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that the Developer nevertheless hereby intends to release, discharge and acquit the City from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses. Accordingly, the Developer, on behalf of itself and anyone claiming by, through or under the Developer, hereby assumes the above-mentioned risks and hereby expressly waives any right the Developer and anyone claiming by, through or under the Developer, may have under Section 1542 of the California Civil Code, which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Developer's Initials: _____

(b) Survival. The provisions of this section shall survive the termination of this Agreement.

Section 3.8 Real Estate Commissions. The City shall not be liable for any real estate commissions or brokerage fees that may arise from this Agreement other than what is contemplated in the Term Sheet for the Marketing and Sale of Property; Exclusive Authorization to Sell executed by the City, Colliers International, and DTZ, and dated June 22, 2015. The Developer represents that it has not obtained or engaged the services of a real estate broker in this transaction. If a real estate commission is claimed through either Party in connection with the transaction contemplated by this Agreement, then the Party through whom the commission is claimed shall indemnify, defend and hold the other Party harmless from any liability related to such commission. The provisions of this Section shall survive termination of this Agreement.

Section 3.9 Joint Solid Waste Facility.

(a) The Developer shall be responsible for the design, construction and ownership of the Joint Solid Waste Facility that will provide garbage, organics and recyclable services for the Hotel, Bankhead Theater, First Street Mixed Use Commercial Projects (East and West), Livermore Valley City Center Plaza, and the Livermore Cinema. Developer shall be responsible for all service, maintenance, operation, repair, replacement and insurance of the Joint Solid Waste Facility. Developer shall be responsible for all coordination efforts with the participating property owners for the development of a solid waste disposal plan for the Joint Solid Waste Facility. The solid waste disposal plan shall be subject to approval by the City's Community Development Director.

(b) Developer is responsible for securing the participation of the users stated above in subparagraph (a) to join the Joint Solid Waste Facility Agreement to satisfy their individual solid waste disposal needs consistent with state, county and local requirements. If after reasonable due diligence, the Developer is unable to secure all users agreement for the Joint Solid Waste Facility, the Developer shall be responsible to ensure that the Joint Solid Waste Facility provides waste disposal for all users stated above in subparagraph (a), including any users that are not parties to the Joint Solid Waste Facility Agreement, and that it is properly serviced, maintained, operated, repaired and replaced, as necessary.

(c) The Joint Solid Waste Facility shall replace the temporary facility located south of the Hotel and north of the First Street Mixed-Use Commercial Project (West). The Developer shall maintain access to the temporary solid waste facility during the construction of the Project until such time as the Joint Solid Waste Facility is completed and operational. Once

the Joint Solid Waste Facility is operational, the Developer shall remove the temporary solid waste facility and install new landscape and irrigation connected to the City's irrigation system at the location of the former temporary solid waste facility.

Section 3.10 Challenge to this Agreement or the Entitlements.

(a) Stay of Schedule of Performance. In the event a claim is filed in a court of competent jurisdiction regarding the validity of this Agreement or to the City's action in issuing any entitlements for the Project, the Schedule of Performance set forth in Exhibit N shall be stayed for the duration of litigation, as set forth in Section 11.4 or by mutual agreement of the Parties, or by other provisions in this Agreement.

(b) Election Not to Proceed. In the event a claim is filed in a court of competent jurisdiction regarding the validity of this Agreement or to the City's action in issuing the Entitlements for the Project, which claim proves successful, or in the event a referendum is initiated with respect to the validity of this Agreement or to the City's action in issuing the Entitlements for the Project, which referendum proves successful, upon sixty (60) days prior written notice the Developer may elect to not proceed with the Project. If Developer elects not to proceed with the Project pursuant to the preceding sentence, promptly following delivery of such written notice Developer will convey the Property to the City and the City will reacquire the Property and acquire the Developer's interest in Project related work product by paying the Purchase Price and Project-related development costs and expenses incurred and reasonably documented by or on behalf of the Developer up to a maximum amount of Three Hundred Thousand Dollars ($300,000). Upon the required payment by the City, the Developer will assign its interest in the plans and specifications for the Improvements and all engineering and architect contracts to the City, without representation or warranty.

Section 3.11 Revival of 2018 Disposition and Development Agreement. The Property is identified and approved for disposition pursuant to the Long Range Property Management Plan approved by the Oversight Board for the former Redevelopment Agency of the City of Livermore, and approved by the California Department of Finance, that approved the disposition of the Property for a hotel. This Agreement is intended to fulfill and complete the agreements executed by the parties prior to September 30, 2019, and to complete disposition of the Property before December 31, 2022. In the event that a court of competent jurisdiction determines that the exceptions in Government Code section 54234(a) do not apply to this Agreement, or determines that a decision by the California Department of Housing and Community Development should be upheld to prevent the transfer of the Property pursuant to this Agreement, the Parties hereby express intent that either of those decisions will work to automatically revive the 2018 Disposition and Development Agreement that this Agreement intended to amend and restate. The Parties expressly state the intent of this Agreement relative to the Property is to amend and restate the 2018 Disposition and Development Agreement so that the transaction can b44e completed.

ARTICLE 4.
DESIGN REQUIREMENTS

Section 4.1 Design in Conformance with Project Documents. In designing and constructing the Project, the Developer shall cause all subsequent design documents prepared by the Developer to be substantially consistent with the Scope of Development attached as Exhibit O and the Project Documents. The Scope of Development and the Project Documents shall establish the baseline design standards from which the Developer shall prepare the Final Construction Drawings.

Section 4.2 Additional Permits and Approvals. Within the time specified in the Schedule of Performance (as such times may be extended pursuant to Section 11.4 or by mutual agreement of the Parties or by other provisions of this Agreement), Developer shall obtain all permits and approvals necessary to construct the Improvements and Public Improvements. All applications for such permits and approvals shall be consistent with the approved Project Documents. The Developer acknowledges that execution of this Agreement by the City does not constitute approval by the City of any required permits, applications, or allocations, and in no way limits the discretion of the City in the permit, allocation and approval process. The City shall provide reasonable assistance to the Developer in securing such permits and approvals.

Section 4.3 City Review. The Developer shall be solely responsible for all aspects of the Developer's conduct in connection with the Improvements and Public Improvements, including, but not limited to, the design of the Improvements and Public Improvements, the quality and suitability of the Project Documents related to the Improvements and Public Improvements, the supervision of construction work, and the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property managers. Any review or inspection undertaken by the City with reference to the Project is solely for the purpose of determining whether the Developer is properly discharging its obligations to the City under this Agreement, and should not be relied upon by the Developer or by any third parties as a warranty or representation by the City as to the quality of the design or construction of the Improvements or Public Improvements.

ARTICLE 5.
PRECONDITIONS TO COMMENCEMENT OF CONSTRUCTION

Section 5.1 Conditions Precedent to Commencement of Construction. As conditions precedent to the commencement of construction for the Project, the conditions set forth in this Article must first be satisfied. Satisfaction of these conditions depends on the performance by the Developer. Only the City can waive satisfaction of the conditions in this Article.

Section 5.2 City Fees. All applicable City Fees have been paid.

Section 5.3 Execution and Recordation of Pre-Construction Documents. As a condition to commencement of construction of the Project, each Pre-Construction Document shall have been agreed to by all applicable parties, and executed, acknowledged (as applicable) and delivered by all applicable parties, and recorded (as applicable) in the Official Records. The

City and Developer shall, as of the date or dates set forth in the Schedule of Performance, cooperate in good faith to agree upon, execute, acknowledge (as applicable), deliver, and record (as applicable) each Pre-Construction Document. The Parties acknowledge and agree that, except with respect to the Joint Solid Waste Facility Agreement, the material terms of each Pre-Construction Document are set forth in the applicable Exhibits to this Agreement, and that the Parties shall not deviate from such material terms in connection with the completion of the final forms of such Pre-Construction Documents. In the event that, through no fault of Developer, any Pre-Construction Document is not agreed upon, executed, acknowledged (as applicable), delivered, and recorded (as applicable) by date or dates set forth in the Schedule of Performance, all subsequent dates in the Schedule of Performance shall be extended, day-for-day until such Pre-Construction Document is agreed upon, executed, acknowledged (as applicable), delivered, and recorded (as applicable).

(a) Public Improvement Agreement. Prior to the commencement of construction of the Project, Developer and City shall enter into a Public Improvement Agreement for the dedication of streets and public ways on the Hotel Parcel and for the construction of on-site and off-site public improvements in substantial conformance with the Public Improvement Agreement attached as Exhibit M. A fully executed Public Improvement Agreement shall be recorded in the Official Records prior to the commencement of construction of the Project.

(b) Irrevocable Offer of Dedication for Public Roadway. Developer shall grant City an irrevocable offer of dedication of a right of way easement for the public roadway generally shown on Exhibit I. An executed Irrevocable Offer of Dedication for Public Roadway, including the updated Parcel Map, shall be recorded in the Official Records prior to the commencement of construction of the Project.

Section 5.4 Joint Solid Waste Facility Agreement. Prior to commencement of construction of the Project, Developer shall provide City with a fully executed Joint Solid Waste Facility Agreement. The Joint Solid Waste Facility Agreement shall include, but not be limited to, the solid waste disposal plan, performance obligations of the parties to the agreement, and a license or lease agreement from the City allowing access to the Joint Solid Waste Facility.

Section 5.5 Building Permits. Building Permits to enable the Project to be constructed have been issued by the City or are ready to issue.

Section 5.6 Updates to Title Policy. It is anticipated that, prior to commencing construction of the Project, Developer will obtain updates to the Title Policy necessary to reflect Security Financing Instruments and other encumbrances contemplated by this Agreement, placed in connection with the construction of the Improvements and Public Improvements. The City shall cooperate with Developer in connection with such updates to the Title Policy and any such title policies for Encumbrance Holders, including, without limitation, delivering such documents as may be reasonably requested by the Title Company with respect to the same.

Section 5.7 Hotel Standard Approval.

(a) As a condition to commencement of construction of the Project, the Developer shall provide to the City Final Hotel Interior Design Proposal, demonstrating compliance with the Hotel Standard requirements of this Agreement, meaning that the hotel meets or exceeds the standard of "Upscale" or "Upper Upscale" under the STR, Inc. Chain Scales Rating system or similar industry recognized rating system as more particularly described in Exhibit E.

(b) The City shall retain a hotel consultant to provide a written recommendation to the City on Developer's compliance with the Hotel Standard requirements under this Agreement to ensure that the interior design quality of the Hotel shall meet or exceed the quality of the Hotel Brands identified in Exhibit E. The Developer shall be solely responsible for any and all costs associated with the hotel consultant, including but not limited to, retention of the consultant, any coordination with the City and the Developer, and any written documentation provided by the hotel consultant.

ARTICLE 6.
CONSTRUCTION OF THE IMPROVEMENTS AND PUBLIC IMPROVEMENTS

Section 6.1 Commencement of Construction. The Developer shall commence construction of the Improvements within the time set forth in the Schedule of Performance. Construction shall be deemed to commence on the date physical work on the Property starts pursuant to a valid Building Permit from the City.

Section 6.2 Completion of Construction. The Developer shall diligently prosecute to completion the construction of the Improvements, and shall complete construction of the Improvements within the time set forth in the Schedule of Performance. The Developer shall be solely responsible for the construction of the Improvements by the time set forth for such completion in the Schedule of Performance, including all costs of design and construction.

Section 6.3 Construction of Public Improvements. The Developer shall diligently prosecute to completion the construction of the Public Improvements, as more particularly described in Exhibit L and shall complete construction of the Public Improvements within the time set forth in the Schedule of Performance. Developer shall be solely responsible for the construction of the Public Improvements by the time set forth for such completion in the Schedule of Performance, including all costs of design and construction.

Section 6.4 Construction Pursuant to Scope and Plans.

(a) The Developer shall construct the Improvements and Public Improvements in accordance with the Scope of Development, the approved Final Construction Drawings, and the terms and conditions of all City and other governmental approvals.

(b) The Developer shall submit or cause to be submitted for the City approval any proposed change in the Final Construction Drawings which materially changes the size,

location, or elevations of the Improvements or the Public Improvements, including the landscape and/or hardscape, or signage of the Improvements or the Public Improvements, or which materially changes the quality or appearance of the exterior materials of the Improvements or Public Improvements, or which would require an amendment to any Entitlements prior to making such change. The City shall reasonably approve or disapprove a proposed material change within fifteen (15) days after receipt by the City for any changes which are eligible for staff level approval. Any changes requiring Planning Commission or City Council review and approval will be subject to the City's standard public hearing process. If the City rejects the proposed material change and upon the Developer's request, the City shall provide the Developer with the specific reasons therefor, and the approved Final Construction Drawings shall continue to control.

(c) No change which is required for compliance with building codes, government health and safety regulations or other applicable laws or regulations, or to comply with changes or corrections required of the Developer in the plan check process shall be deemed material. However, the Developer must submit to the City any change that is required for such compliance within ten (10) days after making such change, and such change shall become a part of the approved Final Construction Drawings, binding on the Developer.

Section 6.5 Mechanics' Liens. The Developer shall indemnify the City and hold the City harmless against and defend the City in any proceeding related to any mechanic's lien, stop notice or other claim brought by a subcontractor, laborer or material supplier who alleges having supplied labor or materials in the course of the construction of the Improvements, or the Public Improvements, by the Developer. This indemnity obligation shall survive the issuance of a Certificate of Occupancy by the City and the termination of this Agreement.

Section 6.6 Compliance with Applicable Law. The Developer shall cause all work performed in connection with construction of the Improvements and Public Improvements to be performed in compliance with (a) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter, and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The work shall proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and the Developer shall be responsible for the procurement and maintenance thereof, as may be required of the Developer and all entities engaged in the work of constructing the Improvements and Public Improvements.

Section 6.7 Progress Reports. Until a Certificate of Occupancy has been issued by the City, the Developer shall provide the City with periodic progress reports, as reasonably requested by the City (but not more than once every calendar month), regarding the status of the construction of the Improvements. Such report shall consist of an executive summary of the work to date, including, but not limited to, the causes for any delays and the work that is anticipated for the following month, a reasonable number of construction photographs taken since the last report submitted to the City, and shall be in form reasonably acceptable to the City.

While the Public Improvements are being constructed, the Developer shall hold regular coordination meetings with the City.

Section 6.8 Entry by City. Until a Certificate of Occupancy has been issued by the City, the Developer shall permit the City, upon reasonable prior notice, through its officers, agents, or employees, to enter the Property during normal business hours to inspect the work of construction to determine that such work is in substantial conformity with the Scope of Development and the approved Final Construction Drawings or to inspect the Property for compliance with this Agreement. The City is under no obligation to (a) supervise construction, (b) inspect the Property, or (c) inform the Developer of information obtained by the City during any inspection. The Developer shall not rely upon the City for any supervision or inspection. The rights granted to the City pursuant to this Section 6.8 are in addition to any rights of entry and inspection the City may have in exercising its municipal regulatory authority.

Section 6.9 Non-Discrimination During Construction; Equal Opportunity. The Developer (for purposes of this Section 6.9, the term "Developer" shall include Developer's contractors), for itself, its successors and assigns, and transferees agrees that in the construction of the Project provided for in this Agreement:

(a) The Developer will not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, disability, actual and perceived, medical condition, age, marital status, sex, sexual orientation, Acquired Immune Deficiency Syndrome (AIDS), actual or perceived, or retaliation for having filed a discrimination complaint ("Nondiscrimination Factors"). The Developer will take affirmative steps to ensure that applicants are employed by the Developer or its applicable contractor or Hotel operator, and that its employees are treated without regard to the Nondiscrimination Factors during employment including, but not limited to, activities of: upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer or its applicable contractor or Hotel operator shall post in conspicuous places, available to its employees and applicants for employment, the applicable nondiscrimination clause set forth herein.

(b) The Developer will ensure that its or its applicable contractor's or Hotel operator's solicitations or advertisements for employment are in compliance with the aforementioned nondiscrimination factors.

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ARTICLE 7.
OBLIGATIONS WHICH CONTINUE THROUGH AND BEYOND THE COMPLETION OF CONSTRUCTION

Section 7.1 Hotel Use. The Developer covenants to use the Hotel Parcel only for the operation of a hotel and related amenities meeting the Hotel Standard for a term of not less than thirty (30) years following the date of the issuance of the Certificate of Occupancy without the prior written approval of the City, which shall not be unreasonably withheld or delayed.

Section 7.2 Community Facility Maintenance District for Downtown Core Improvements. The Developer agrees to participate in a maintenance district or districts created to fund the maintenance of Stockmen's Park and other designated downtown public facilities. The Community Facility Maintenance District for Downtown Core Improvements shall be placed onto the Hotel Parcel no earlier than one (1) year following commencement of business operations of the Hotel, and shall be placed on the annual tax bill of the Hotel Parcel in the initial amount of $30,000 increasing annually at the percent year-over-year change in the Consumer Price Index for All Urban Consumers – San Francisco Area plus one percent (1%).

Section 7.3 Maintenance. The Developer hereby agrees that, after the Close of Escrow and prior to completion of construction of the Improvements and the Public Improvements, the Improvements and the Public Improvements shall be maintained in a neat and orderly condition and in accordance with industry health and safety standards, and that, once the Hotel is completed, the Improvements and the Public Improvements shall be maintained in accordance with industry standards as to both external and internal appearance of the buildings, and common areas. The Developer shall maintain or cause to be maintained the Hotel and Onsite and Offsite Hotel Stormwater Improvements in good repair and working order, and in a neat, clean and orderly condition, including the walkways and landscaping, reasonable wear and tear excepted, and from time to time make all necessary and proper repairs, renewals, and replacements. The Developer shall not be responsible for the maintenance or replacement of the Public Improvements after permanent acceptance of the Public Improvements by the City, except as required under the conditions of approval associated with the Entitlements. In the event that there arises a condition in contravention of the above maintenance standard, then the City shall notify the Developer in writing of such condition, giving the Developer thirty (30) days from receipt of such notice to commence and thereafter diligently to proceed to cure said condition. In the event the Developer fails to cure or commence to cure the condition within the time allowed, the City shall have the right to perform all acts necessary to cure such a condition. The City shall receive from the Developer the City's reasonable cost in taking such action and shall provide reasonable evidence of such costs to the Developer.

Section 7.4 Developer to Indemnify City.

(a) The Developer shall indemnify, defend (with counsel approved by the City) and hold harmless the City and its officials, employees, agents, consultants, and contractors (collectively, the "Indemnitees") from and against any and all liabilities, losses, costs, expenses (including without limitation attorneys' fees and costs of litigation), claims, demands, actions, suits, causes of action, writs, judicial or administrative proceedings, penalties, deficiencies, fines,

orders, judgments and damages (all of the foregoing collectively "Claims") which in any manner, directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, result from, or relate to: (i) approval of this Agreement and/or the Improvements or the Public Improvements prior to the City's acceptance for permanent maintenance; (ii) performance of this Agreement on the part of the Developer or any contractor or subcontractor of Developer; and/or (iii) the development, operation, maintenance or management of the Improvements or Public Improvements prior to the City's acceptance for permanent maintenance, whether or not any insurance policies shall have been determined to be applicable to any such Claims. It is further agreed that the City does not and shall not waive any rights against Developer which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by the City.

(b) The Developer shall pay immediately upon the Indemnitees' demand any amounts owing under this indemnity. The duty of Developer to indemnify includes the duty to defend the Indemnitees or, at the Indemnitees' choosing, to pay the Indemnitees' costs of its defense in any court action, administrative action, or other proceeding brought by any third party arising from the Improvements. The Indemnitees shall have reasonable approval rights regarding decisions with respect to their representation in any legal proceeding, including, but not limited to, the selection of attorney(s). Developer's obligations set forth in this Section shall survive the issuance of the Certificate of Occupancy by the City, and termination of this Agreement. Notwithstanding the foregoing, Developer's indemnification obligations set forth in this Section 7.4 shall not apply to Claims to the extent arising from the gross negligence or willful misconduct of the Indemnitees, or any Claims arising from the activities of any Indemnitee on the Property, or any Claims arising from the breach by the City of any of its obligations under this Agreement, the Transaction Documents or the Pre-Construction Documents.

Section 7.5 Hazardous Materials.

(a) Certain Covenants and Agreements. Following possession of the Property, the Developer hereby covenants and agrees that:

(1) The Developer shall not knowingly permit the Property and Improvements or any portion thereof to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials or otherwise knowingly permit the presence of Hazardous Materials in, on or under the Property in violation of any applicable law;

(2) The Developer shall keep and maintain the Property and Improvements and each portion thereof in compliance with, and shall not cause or permit the Property and Improvements or any portion thereof to be in violation of, any Hazardous Materials Laws;

(3) Upon receiving actual knowledge of the same the Developer shall within ten (10) days advise the City in writing of: (A) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against the Developer or the Property and Improvements pursuant to any applicable Hazardous Materials

Laws; (B) any and all claims made or threatened by any third party against the Developer or the Property and Improvements relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in the foregoing clause (A) and this clause (B) are hereinafter referred to as "Hazardous Materials Claims"); (C) the presence of any Hazardous Materials in, on or under the Property in such quantities which require reporting to a government agency; or (D) the Developer's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property and Improvements or Public Improvements or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property Improvements and Public Improvements under any Hazardous Materials Laws.

(b) Indemnity. Without limiting the generality of the indemnification set forth in Section 7.4, the Developer hereby agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to the City) the City, its board members, officers, and employees from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, reasonable attorney's fees and expenses), arising directly or indirectly, in whole or in part, out of: (1) the failure of the Developer, its agents, employees, or contractors to comply with any Hazardous Materials Law relating in any way whatsoever to the handling, treatment, presence, removal, storage, decontamination, cleanup, transportation or disposal of Hazardous Materials into, on, under or from the Property and Improvements at any time following the Close of Escrow or the Public Improvements prior to the City's acceptance for permanent maintenance; (2) the presence in, on or under the Property, Improvements, and Public Improvements prior to the City's acceptance for permanent maintenance, of any Hazardous Materials or any releases or discharges of any Hazardous Materials into, on, under or from the Property; or (3) any activity carried on or undertaken on or off the Property and Improvements, subsequent to the Close of Escrow, and whether by the Developer or any employees, agents, contractors or subcontractors of the Developer at any time occupying or present on the Property, in connection with the handling, treatment, removal, storage, decontamination, cleanup, transport or disposal of any Hazardous Materials at any time located or present on or under the Property (collectively "Indemnification Claims"). The foregoing indemnity shall further apply to any residual contamination on or under the Property, or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with Hazardous Materials Laws. Notwithstanding the foregoing, Developer's indemnity under this Section 7.5(b) shall not apply to any Claims to the extent arising solely from the gross negligence or willful misconduct of any of the City, its board members, officers, employees, or contractors.

(c) No Limitation. The Developer hereby acknowledges and agrees that the Developer's duties, obligations and liabilities under this Agreement, including, without limitation, under Section 7.5(b) above, are in no way limited or otherwise affected by any information the City may have concerning the Project and/or the presence within the Project of

any Hazardous Materials, whether the City obtained such information from the Developer or from its own investigations.

Section 7.6 No Liability for Breaches of Security. The foregoing and anything to the contrary contained in this Agreement notwithstanding, the City and Developer shall have no liability to the other Party, or any obligation to indemnify the other Party for any third party claims, for any injury to person or property caused by the acts of third persons in connection with any alleged breach of or failure to provide reasonable security, including criminal acts or other losses, nor shall this Agreement establish any duty owed in tort to, or standard of care in tort as to, either Party or any third party.

Section 7.7 Non-Discrimination.

(a) The Developer covenants and agrees for itself, its successors and its assigns in interest to the Hotel Parcel or any part thereof, that there shall be no discrimination against or segregation of any person or persons on any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code. All deeds, leases, or contracts for the sale, lease, sublease, or other transfer of the Hotel Parcel shall contain or be subject to the nondiscrimination or non-segregation clauses hereafter prescribed.

(b) Notwithstanding subdivision (a), with respect to familial status, subdivision (a) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in subdivision (a) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to subdivision (a).

Section 7.8 CFMD Assessment. Nothing in this Agreement is intended to prevent the Developer from passing-through all or a portion of any CFMD assessment applicable to the Property to guests or other patrons of the Hotel.

Section 7.9 Hotel Parking Requirements. The Developer's parking requirement will be satisfied through any combination of on-site parking and off-site valet parking at the parking parcel or other offsite parcels, consistent with the City's parking requirements and as approved through the City's entitlement process. If requested by Developer, the City will provide up to 30 parking spaces for use by the Hotel's valet parking service in other city parking facilities, provided the valet service is available for use by the general public and is not limited to hotel guests. The City may require Developer to include additional parking spaces in their valet service to meet the demands of the general public. If the Developer meets the City's parking requirements for the Hotel in accordance with the Downtown Specific Plan, through on-site parking, parking on the Parking Parcel, or off-site parking at other off-site parcels, Developer may propose an alternative use or development for the Parking Parcel. Any alternative use shall only be considered if the Parking Parcel is not needed to satisfy the parking requirements set

forth in Sections 12.6 and12.8 of this Agreement. Any alternative use or development of the Parking Parcel shall be subject to all City laws, regulations, plans or policies, including but not limited to, the Downtown Specific Plan and the City's entitlement process as they exist at the time a completed application for the alternative use or development is filed with the City.

ARTICLE 8.
ASSIGNMENT AND TRANSFERS

Section 8.1 Definitions. As used in this Article 8, the term "Transfer" means:

(a) Any total or partial sale, assignment or conveyance, or any trust or power, or any transfer in any other mode of form, of or with respect to this Agreement, or of the Property, or any part thereof or any interest therein or of the Project constructed thereon, or any contract or agreement to do any of the same; or

(b) Any total or partial sale, assignment or conveyance, or any trust or power, or any transfer in any other mode or form, of or with respect to more than a fifty percent (50%) ownership interest in the Developer, or any contract or agreement to do any of the same.

Section 8.2 Purpose of Restrictions on Transfer. This Agreement is entered into solely for the purpose of development and operation of the Improvements and Public Improvements on the Property and its subsequent use in accordance with the terms of this Agreement. The qualifications and identity of the Developer are of particular concern to the City, in view of:

(a) The importance of the redevelopment of the Property to the general welfare of the community; and

(b) The fact that a Transfer as defined in Section 8.1 above is for practical purposes a transfer or disposition of the Property.

It is because of the qualifications and identity of the Developer that the City is entering into this Agreement with the Developer and that Transfers are permitted only as provided in this Agreement.

Section 8.3 Prohibited Transfers. The limitations on Transfers set forth in this Article 8 shall apply from the Effective Date of this Agreement until the issuance of a Certificate of Occupancy by the City. Except as expressly permitted in this Agreement, the Developer represents and agrees that the Developer has not made or created, and will not make or create or suffer to be made or created, any Transfer, either voluntarily or by operation of law, without the prior approval of the City, which shall not be unreasonably withheld, conditioned, or delayed. Any Transfer made in contravention of this Section 8.3 shall be void and shall be deemed to be a default under this Agreement, whether or not the Developer knew of or participated in such Transfer.

Section 8.4 Permitted Transfers. Notwithstanding the provisions of Section 8.3, the following Transfers shall be permitted (subject to satisfaction of the conditions of Section 8.5),

so long as such Transfer is permitted under, and accomplished in accordance with this Agreement:

(a) Any Transfer creating a Security Financing Interest (defined in Section 9.1).

(b) Any Transfer directly resulting from the foreclosure of a Security Financing Interest or the granting of a deed in lieu of foreclosure of a Security Financing Interest.

(c) Any Transfer resulting directly from the death or mental incapacity of an individual.

(d) The conveyance or dedication of a portion of the Property to any public entity, including a public utility, required to allow for the development of the Project.

(e) The granting of temporary or permanent easements or permits to facilitate development of the Project.

(f) A Transfer to an Affiliate of Developer.

(g) Any Transfer contemplated by or permitted pursuant to any other provision of this Agreement,

(h) The lease of any space within the Hotel to a third-party operator of food or beverage services or of a gift or sundry shop.

(i) Any Transfer resulting in up to ninety percent (90%) in the aggregate of the direct or indirect ownership or beneficial interests in Developer, provided that, following such Transfer, PresidioCo Bay Area LLC, a Delaware limited liability company (or any Affiliate of such entity, "Presidio") (which is the sole member of Developer as of the Effective Date of this Agreement) remains in Control of Developer.

(j) A Transfer otherwise approved by the City. Developer acknowledges that the City has selected Developer to develop the Hotel Parcel based on: (1) Developer's experience, skill and reputation in the hotel industry, at all times in keeping with applicable law, regulations and best practices; and (2) Developer's financial resources on a local and/or corporate level to maintain the Hotel Standard and to support its indemnity provisions under this Agreement. Any transfer under this subsection (j) shall also comply with the following:

(1) Developer shall not enter into negotiations to assign it rights or delegate, subcontract or otherwise transfer any of Developer's obligations under this Agreement to any other person or entity for a period of three (3) years from the Effective Date of this Agreement without the consent of the City. Developer shall not assign its rights, nor delegate, subcontract or otherwise transfer any of Developer's obligations under this Agreement to any other person or entity without the prior consent of the City Council.

(2) Developer shall pay City its reasonable expenses for attorney's fees and investigation costs necessary to investigate the suitability of any proposed transfer, and to review and finalize any documentation required as a condition for approving such transfer. An advance payment of one hundred thousand dollars ($100,000) towards expenses shall be paid to City prior to City consideration of any transfer request and Developer shall be responsible for paying all costs incurred by City in considering a request for transfer, including those in excess of the aforesaid deposit amount, regardless of whether City consents to the transfer.

(3) Developer shall furnish City with audited financial statements of the proposed transferee's operations for the immediately preceding three (3) operating years.

(4) Developer shall furnish City with proof satisfactory to City: (i) that the proposed transferee has at least ten (10) years of hotel management experience on a scale equal to or exceeding the scale of operations conducted by Developer; (ii) that in the last five (5) years, the proposed transferee has not suffered any significant citations or other violations or censure from any federal, state or local agency having jurisdiction over hotel operations due to any significant failure to comply with state, federal or local applicable law and that the transferee has provided the City with a complete list of all citations, violations or censures; (iii) that the proposed transferee has conducted all hotel operations in accordance with sound management practices in full compliance with all federal, state, and local laws and (iv) that the proposed transferee's financial resources are sufficient to ensure its ability to meet all of Developer's obligations under this Agreement in a timely and effective manner.

(5) Developer shall provide the City with any and all additional information, records, and/or documentation which, in the City Manager's sole determination, would facilitate the review of the proposed transfer.

Under no circumstances shall City be obliged to consider any proposed transfer if Developer is in default at any time during the period of consideration. If, in the City Manager's sole discretion, there is any doubt regarding the compliance of the Developer with the Agreement, City may require an audit of the Developer's compliance and the costs of such audit shall be paid by the Developer, in advance of the performance of said audit.

The City may, in its sole discretion, waive one (1) or more of the above requirements. Should the City consent to any transfer request, such transfer shall not take effect until all conditions relating to the City's approval have been met.

As a condition of the City approval of a Transfer described in Section 8.4(f) and 8.4(g) above, the transferee must concurrently assume the obligations of the Developer under this Agreement. As a condition of the City's approval of a Transfer described in Section 8.4(f) above, the City must review and approve the transferee's organizational documents for the purposes of determining that such transferee is an Affiliate of the Developer. As a condition of the City's approval of a Transfer described in Section 8.4(i) above, the City must review and approve Developer's organizational documents for the purposes of determining that Presidio remains in Control.

Section 8.5 Effectuation of Permitted Transfers.

(a) Other than as permitted in Section 8.4, no Transfer of a direct interest in this Agreement shall be permitted unless, at the time of the Transfer, the person or entity to which such Transfer is made, by an agreement reasonably satisfactory to the City and in form recordable among the land records, expressly agrees to perform and observe, from and after the date of the Transfer, the obligations, terms and conditions of this Agreement; provided, however, that no such transferee shall be liable for the failure of its predecessor to perform any such obligation. The City shall grant or deny approval of a proposed Transfer within sixty (60) days of receipt by the City of the Developer's request for approval of a Transfer, which request shall include evidence of the proposed transferee's business expertise and financial capacity. Subject to the provisions of Section 11.6 of this Agreement, failure by the City to approve or disapprove the proposed Transfer within sixty (60) days after receipt of the Developer's written request shall be deemed to be approval of the proposed Transfer by the City.

(b) Any assignment of rights and/or delegation of obligations under this Agreement in connection with a Transfer of a direct interest in this Agreement (whether or not the City approval is required) shall be in writing executed by Developer and the assignee or transferee, which written agreement shall name the City as an express third party beneficiary with respect to such agreement (the "Assumption Agreement") with a copy thereof delivered to the City within thirty (30) days after the effective date thereof. Upon Transfer of a direct interest in this Agreement pursuant to an Assumption Agreement, the assignor shall be relieved of liability with respect to any such obligations relating to the Project accruing from and after the date of such assignment or Transfer. Notwithstanding the foregoing, unless such assignee specifically assumes pursuant to the Assumption Agreement the obligations under this Agreement to indemnify the City with respect to the Property and Improvements, the assignor will retain such obligations and remain jointly and severally liable for such indemnity obligations with such assignee; however, in the event of such an assumption of the indemnification obligation, Developer shall be released from all liability under such indemnity obligations.

ARTICLE 9.
SECURITY FINANCING AND RIGHTS OF HOLDERS

Section 9.1 Encumbrances. Mortgages, deeds of trust, assignment of rents and security agreements, and other real and personal property security instruments to secure the funds necessary for acquisition of the Property, the construction and permanent financing of the Property, Improvements, and Public Improvements, and any other expenditures incurred in connection with the design, construction and operation of the Property, Improvements, and Public Improvements are permitted to be placed upon the Property or any personal property thereon or therein or the limited liability company interests in Developer. Such permitted security instruments and related interests shall be referred to as "Security Financing Interests". The Developer shall promptly notify the City of any Security Financing Interest that has been or will be created or attached to Developer's fee simple interest in the Property or the limited liability company interests in Developer. The foregoing notwithstanding, until the Developer is entitled to issuance of a Certificate of Occupancy, the Developer may place Security Financing

Interests only for the purpose of securing acquisition of the fee interest and for development, construction and permanent financing. As used herein: (a) "Encumbrance Holder" shall mean the holder of record of any Security Financing Interest; (b) "Foreclosure Transfer" shall mean any transfer of all or a portion of the Property or of any associated personal property or limited liability company interests in Developer pursuant to any judicial or non-judicial foreclosure or other enforcement of remedies under or with respect to a Security Financing Interest, or by voluntary deed or assignment or other transfer in lieu thereof; and "Foreclosure Transferee" shall mean any transferee (including without limitation an Encumbrance Holder) which acquires title in the Property or interest therein or of any associated personal property or of the limited liability company interests in Developer pursuant to a Foreclosure Transfer.

Section 9.2 Holder Not Obligated to Construct. No Encumbrance Holder or Foreclosure Transferee is obligated to construct or complete any Improvements or Public Improvements, or to guarantee such construction or completion. Nothing in this Agreement shall be deemed to permit or authorize any such Encumbrance Holder or Foreclosure Transferee to devote the Property or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement. A Developer Event of Default or other breach will not defeat or render invalid any Security Financing Interest. No Encumbrance Holder or Foreclosure Transferee of any Security Financing Interest shall be personally liable for the performance or observance of any covenants or conditions to be performed by the Developer under this Agreement, any Transaction Document or any Pre-Construction Document unless and until such Encumbrance Holder or Foreclosure Transferee acquires the Developer's interest in the Property and at the election of Encumbrance Holder or Foreclosure Transferee enters into a new agreement with the City. The City agrees that such Encumbrance Holder or Foreclosure Transferee may sell, assign, or otherwise dispose of any interest to which it has so succeeded or which it has so acquired. Upon such sale, assignment or disposition, such Encumbrance Holder or Foreclosure Transferee shall be released from all obligations and liabilities of the Developer whatsoever arising under this Agreement, any Transaction Document or any Pre-Construction Document from and after the date of such sale, assignment or disposition.

Section 9.3 Notice of Default and Right to Cure. Whenever the City pursuant to its rights set forth in Article 10 delivers any notice to the Developer of the occurrence of a Developer Event of Default or any other matter which may give rise to a right of termination or other claim (a "Cure Notice"), the City shall not exercise any remedy available to it unless and until each of the following have occurred: (a) a Cure Notice describing the is provided to each and every then-existing Encumbrance Holder that has notified the City in writing of (i) its interest in receiving such a notice, and (ii) its address for the receipt of such notice; and (b) such Developer Event of Default remains uncured after the expiration of the applicable cure period set forth in Section 9.4. The Cure Notice shall be sent simultaneously with any similar notice or notices of a Developer Event of Default that the City may be required to provide to Developer pursuant to Article 10. An Encumbrance Holder shall have the right and the power to cure any Developer Event of Default specified in a Cure Notice within the cure periods set forth in Section 9.4 below, and, if such Developer Event of Default is so cured, this Agreement shall remain in full force and effect. Nothing contained in this Agreement shall be deemed to permit or authorize any Encumbrance Holder or Foreclosure Transferee to undertake or continue the

construction or completion of the Improvements or Public Improvements or any other work (beyond the extent necessary to conserve or protect such improvements or construction already made) without first having expressly assumed in writing the Developer's obligations to the City under this Agreement. The Encumbrance Holder in that event must agree to complete, in the manner provided in this Agreement, the construction of the Improvements and the Public Improvements. Any such Encumbrance Holder properly completing construction of the Improvements and the Public Improvements pursuant to this Section 9.3 shall assume all rights and obligations of Developer under this Agreement and shall be entitled, upon written request made to the City, to a Certificate of Occupancy from the City.

Section 9.4 Cure of Developer Defaults. Developer Events of Default may be cured by any Encumbrance Holder in the following manner within the following time frames:

(a) For all Developer Events of Default, an Encumbrance Holder shall have (a) sixty (60) days after the later of (i) its receipt of the earliest Cure Notice issued by the City to such Encumbrance Holder setting forth such Developer Event of Default, or (ii) expiration of the applicable Cure Period set forth in Section 10.3(b) to cure such Developer Event of Default if such Developer Event of Default can reasonably be cured by an Encumbrance Holder within such sixty (60)-day period; or (b) if an Encumbrance Holder has promptly commenced to cure such Developer Event of Default within such applicable period and has been diligently prosecuting the same, but such Developer Event of Default cannot reasonably be cured by such Encumbrance Holder within such applicable period, then such Encumbrance Holder shall be provided with such additional time as is necessary to complete the cure, provided such Encumbrance Holder continues to diligently pursue such cure to completion.

(b) If a Developer Event of Default cannot practicably be cured by an Encumbrance Holder without the need for such Encumbrance Holder to obtain possession of the Property or any portion thereof or to obtain control of the Developer, or if a Developer Event of Default cannot be cured by an Encumbrance Holder (for example, the insolvency of Developer), then, in each case, if at least one Encumbrance Holder has delivered to the City within sixty (60) days after its receipt of a Cure Notice a written undertaking wherein such Encumbrance Holder agrees (1) that it will commence foreclosure proceedings forthwith, and (2) will cure or obtain an agreement from the Foreclosure Transferee that such Foreclosure Transferee will cure such Developer Event of Default (to the extent that it can be cured) upon completion of the foreclosure and the resultant Foreclosure Transfer, and if thereafter any such Encumbrance Holder actually commences foreclosure proceedings and prosecutes the same thereafter with due diligence, then the cure period shall not commence until completion of such foreclosure proceedings and the resultant Foreclosure Transfer; provided, that if said Encumbrance Holder is prevented from commencing or continuing foreclosure proceedings by any bankruptcy stay, or any order, judgment or decree of any court or regulatory body of competent jurisdiction, and said Encumbrance Holder diligently seeks release from or reversal of such stay, order, judgment or decree, then the cure period shall not commence until such stay, order, judgment or decree is released or reversed, and such foreclosure proceedings and the resultant Foreclosure Transfer are thereafter actually commenced and prosecuted thereafter with due diligence to completion. Upon completion of any such Foreclosure Transfer, the Foreclosure Transferee (whether such Foreclosure Transferee is the Encumbrance Holder or another party) shall have until the

expiration of the applicable cure periods set forth in this Section 9.4 to cure the Developer Event of Default giving rise to such Foreclosure Transfer, to the extent curable by such Foreclosure Transferee (unless such Developer Event of Default has already been cured), and any other Developer Events of Default that may then exist and be curable by such Foreclosure Transferee. The Encumbrance Holder shall have the right to terminate its foreclosure proceedings hereunder in the event of a cure of a Developer Event of Default giving rise to such foreclosure proceedings. If an Encumbrance Holder or a Foreclosure Transferee obtains possession through foreclosure proceedings and assumes obligations to construct Improvements, the Schedule of Performance will be extended as needed to account for the time expended by such Encumbrance Holder or Foreclosure Transferee to commence and then complete such foreclosure proceedings. Upon the curing of any Developer Event of Default by an Encumbrance Holder or Foreclosure Transferee within the time provided in this Section 9.4, the City's right to pursue any remedies for the cured Developer Event of Default shall terminate.

Section 9.5 Failure of Holder to Complete Improvements or Public Improvements. Subject to Section 10.3(b), in any case where after a default by the Developer in completion of construction of the Improvements or Public Improvements, under this Agreement, the Encumbrance Holder or Foreclosure Transferee, having first exercised its option to construct and also obtained possession of the Property or control of Developer, has not proceeded diligently with construction within six (6) months after obtaining possession of the Property, the City shall be afforded those rights against such Encumbrance Holder or Foreclosure Transferee it would otherwise have against the Developer under this Agreement.

Section 9.6 Right of City to Cure. In the event of a default or breach by the Developer of a Security Financing Interest prior to the completion of construction of the Improvements or Public Improvements, and if the Encumbrance Holder or Foreclosure Transferee has not exercised its option to complete the construction of the Improvements or the Public Improvements, the City may cure such default, provided that Developer is given ten (10) days prior notice of the City's intention to cure such default and does not thereafter immediately commence and continue with due diligence to complete to cure such default, and provided that City's right to cure shall be coterminous with the Developer's cure rights under the Security Financing Interest. In such event the City shall be entitled to reimbursement from the Developer of all reasonable costs and expenses incurred by the City in curing the default.

Section 9.7 Right of City to Satisfy Other Liens. After the Close of Escrow and after the Developer has had a reasonable time to challenge, cure, or satisfy any liens or encumbrances on the Property, or any portion thereof, which is not permitted under this Agreement, and has failed to do so, in whole or in part, the City shall, upon at least ten (10) days' prior written notice to the Developer, have the right to satisfy any such lien or encumbrances; provided, however that nothing in this Agreement shall require the Developer to pay or make provision for the payment of any tax, assessment, lien or charge so long as the Developer in good faith shall contest the validity or amount thereof and so long as such delay in payment shall not subject the Property or any portion thereof to forfeiture or sale.

Section 9.8 Holder to be Notified. To the extent deemed necessary by the City, the Developer shall use good faith efforts to insert each applicable term contained in this Article 9

related to Security Financing Interest or the rights of Encumbrance Holders into each Security Financing Interest or shall procure acknowledgement of such terms by each prospective Encumbrance Holder prior to its coming into any security right or interest in the Property or portion thereof.

Section 9.9 Modifications. If an Encumbrance Holder should, as a condition of providing financing or funding for development of all or a portion of the Improvements, Public Improvements, or other portions of the Project, request any modification of this Agreement, the Transaction Documents or any Pre-Construction Agreement in order to protect its interests in the Project, the City shall consider such request in good faith consistent with the purpose and intent of this Agreement and the rights and obligations of the Parties under this Agreement. In addition, the City agrees to cooperate reasonably with each Encumbrance Holder or prospective Encumbrance Holder in confirming or verifying the rights and obligations of each Encumbrance Holder under this Agreement, the Transaction Documents or the Pre-Construction Documents.

Section 9.10 Estoppel Certificates. Either Party, at any time and from time to time following Close of Escrow, within fifteen (15) days of receipt of a written request from the other Party, shall execute and deliver to such Party a written statement that, to the knowledge of the certifying Party (i) this Agreement, the Transactions Documents and the Pre-Construction Documents are in full force and effect and binding obligation of the Parties, (ii) this Agreement, Transaction Documents and the Pre-construction Documents have not been amended or modified, or if so amended or modified, identifying the amendments or modifications, and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, describing the nature of any such defaults.

Section 9.11 Participation in Insurance and Condemnation Proceedings. It is agreed, notwithstanding any other provision of this Agreement to the contrary, that, at all times while a Security Financing Interests remains in effect, all policies of insurance required to be maintained by Developer under this Agreement or otherwise in effect for the Project contain a standard mortgagee protection endorsement, and the Encumbrance Holder shall be entitled to hold the originals of all such policies. The Encumbrance Holder shall be entitled to participate in the settlement or adjustment of any losses covered by such policies of insurance and no such settlement or adjustment shall be accepted or approved without the specific consent in writing of such Encumbrance Holder. In addition, at all times while a Security Financing Interests remains in effect, the Encumbrance Holder shall be entitled to participate in any settlement of or any stipulation of judgment with respect to any condemnation proceeds affected all or any portion of the Property or any agreement to sell all or any portion of the Property in lieu of condemnation, and no such settlement, stipulation or agreement shall be made or entered into without the specific consent in writing of such Encumbrance Holder.

Section 9.12 Multiple Encumbrance Holders. If at any time there is more than one Security Financing Interest constituting a lien on the Project or any interest therein, the lien of the Encumbrance Holder prior in time to all others shall be vested with the rights under this Article 9 to the exclusion of the holder of any other Security Financing Interest; provided, however, that if the holder of a senior Security Financing Interest fails to exercise the rights set forth in this Article 9, each holder of a junior Security Financing Interest shall succeed to the

rights set forth in this Article 9 only if the holders of all Security Financing Interests senior to it have failed to exercise the rights set forth in this Article 9.

ARTICLE 10.
DEFAULT AND REMEDIES

Section 10.1 Application of Remedies. The provisions of this Article 10 shall govern the Parties' remedies for breach of this Agreement.

Section 10.2 Fault of City.

(a) Event of Default. Following notice and cure as set forth in Section 10.2(b) below, each of the following events constitutes a "City Event of Default" and a basis for the Developer to take action against the City:

(1) The City fails to convey the Property as provided in this Agreement and the Developer is otherwise entitled by this Agreement to such conveyance.

(2) The City breaches any other material provision of this Agreement.

(b) Notice and Cure Procedure; Remedies. Upon the occurrence of any of the above-described events, the Developer shall first notify the City in writing of its purported breach or failure, giving the City thirty (30) days from receipt of such notice to cure such breach or failure. In the event the City does not then cure the default within such thirty (30)-day period (or, if the default is not reasonably susceptible of cure within such thirty (30)-day period, the City fails to commence the cure within such period and thereafter to prosecute the cure diligently to completion), then the Developer shall be entitled to any rights afforded it in law or in equity by pursuing any or all of the following remedies: (1) terminating this Agreement by written notice to the City; (2) prosecuting an action for damages (excluding punitive damages and consequential damages); or (3) seeking any other remedy available at law or in equity (excluding punitive damages and consequential damages), including, without limitation, an action for specific performance.

Section 10.3 Fault of Developer.

(a) Event of Default. Following notice and cure as set forth in Section 10.3(b) below, each of the following events individually constitutes a "Developer Event of Default" and a basis for the City to take action against the Developer:

(1) The Developer does not attempt diligently and in good faith to cause satisfaction of the conditions in Article 2 benefiting the Developer within the reasonable control of the Developer by the time set forth in the Schedule of Performance.

(2) The Developer fails to construct the Improvements and Public Improvements, in accordance with Article 6 within the time set forth in the Schedule of

Performance, as set forth in Exhibit N, as such times may be extended pursuant to Section 11.4 or by mutual agreement of the Parties.

(3) The Developer has breached its obligations under Section 7.1.

(4) Prior to the issuance of a Certificate of Occupancy for the Hotel, the Developer attempts or completes a Transfer except as permitted under Article 8.

(5) The Developer's: (1) filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or ninety (90) days after the filing; (2) making a general assignment for the benefit of creditors; (3) applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or ninety (90) days after the filing; (4) insolvency as evidenced by an entered decree by a court of competent jurisdiction; or (5) failure, inability or admission in writing of its inability to pay its debts as they become due.

(6) Following the Close of Escrow and prior to the issuance of a Certificate of Occupancy for the Hotel, the Developer defaults under any Security Financing Interest, has not cured such default within the applicable cure period contained in such agreement evidencing such Security Financing Interest and the applicable Encumbrance Holder has elected in writing to accelerate the debt secured by such Security Financing Interest.

(7) The Developer breaches any other material provision of this Agreement.

(b) Notice and Cure Procedure. Upon the happening of any of the above-described events the City shall first notify the Developer in writing of its purported breach or failure, giving the Developer thirty (30) days from receipt of such notice to cure such breach or failure. If the Developer does not cure the default within such thirty (30)-day period (or if the default is not reasonably susceptible of being cured within such thirty (30)-day period, the Developer fails to commence the cure within such period and thereafter to prosecute the cure diligently to completion), then the City shall be afforded all of its rights at law or in equity by taking any or all of the following remedies: (1) terminating this Agreement by written notice to the Developer; (2) prosecuting an action for damages (excluding specific performance, punitive damages and consequential damages); or (3) seeking any other remedy available at law or in equity (excluding punitive damages and consequential damages). If the City elects to terminate this Agreement, the provisions of this Agreement that are specified to survive such termination shall remain in full force and effect.

Section 10.4 Right of Reverter. Following the Close of Escrow, if the Developer fails to commence the construction of the Improvements or Public Improvements by the Outside Date (as the Outside Date may be extended pursuant to Section 11.4 or other provisions of this Agreement), then the City may, in addition to other rights granted in this Agreement, re-enter and take possession of the Property with all improvements on the Property, and revest in the City the estate previously conveyed to the Developer by the City with respect to the Property subject

to the provisions set forth below. The City's rights under this Section 10.4 shall terminate and be of no further force and effect once the Developer commences construction of the Improvements.

The interest created pursuant to this Section 10.4 shall be a "Power of Termination" as defined in California Civil Code Section 885.010. The City's Power of Termination shall be subordinate and subject to and be limited by and shall not defeat, render invalid, or limit:

(a) Any Security Financing Instrument with respect to the Property; or

(b) Any rights or interests provided in this Agreement for the protection of the holder of a Security Financing Interest with respect to the Property.

(c) Any leases affecting the Property as of the date of such termination.

Upon revesting in the City of title to the Property as provided in this Section 10.4, the City shall, pursuant to its responsibilities under state law, use its best efforts to resell the Property as soon as possible, in a commercially reasonable manner and consistent with the objectives of such law, to a qualified and responsible party or parties (as reasonably determined by the City) who will assume the obligation of making or completing such improvements as are acceptable to the City in accordance with the uses specified for the Property and in a manner satisfactory to the City. Upon such resale of the Property the proceeds thereof shall be applied as follows:

(1) First to reimburse the City on its own behalf for all costs and expenses incurred by the City, including but not limited to salaries of personnel and legal fees incurred in connection with the recapture, management, and resale of the Property (but less any income derived by the City from any part of the Property in connection with such management); all taxes, installments of assessments payable prior to resale, and water and sewer charges with respect to the Property (or, in the event the Property is exempt from taxation or assessment or such charges during the period of ownership by the City, an amount equal to the taxes, assessments, or charges that would have been payable if the Property was not so exempt); any payments made or necessarily to be made to discharge any encumbrances or liens existing on the Property at the time of revesting of title in the City or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Developer, its successors or transferees; expenditures made or obligations incurred with respect to the making or completion of the Property or any part thereof; and any amounts otherwise owing the City by the Developer and its successors or transferee.

(2) Second, to reimburse the Developer, its successor or transferee, up to the amount equal to the Purchase Price for the Property, plus the fair market value of the improvements the Developer has placed on the Property, less any funds paid by the City to remove any encumbrances or liens and gains or income withdrawn or made by the Developer from the Property, or the Improvements or Public Improvements thereon. Notwithstanding the foregoing, the amount calculated pursuant to this paragraph (2) shall not exceed the fair market value of the Property together with the Improvements and Public Improvements thereon as of the date of the default or failure which gave rise to the City's exercise of the right of reverter.

(3) Third, any balance remaining after such reimbursements shall be retained by the City as its property.

The rights established in this Section 10.4 are to be interpreted in light of the fact that the City will convey the Property to the Developer for development and not for speculation.

Section 10.5 Rights and Remedies Cumulative. Except as otherwise provided, the rights and remedies of the Parties are cumulative, and the exercise or failure to exercise any right or remedy shall not preclude the exercise, at the same time or different times, of any right or remedy for the same default or any other default.

Section 10.6 Survival. Upon termination of this Agreement under this Article 10, the following provisions of this Agreement shall survive: Section 2.3, Section 3.7, Section 3.8, Section 3.9, Section 6.5, Section 7.4, Section 7.5, Section 8.5, and Article 12. This Section 10.6 exists for reference purposes only, and does not alter the scope or nature of the surviving provisions.

ARTICLE 11.
GENERAL PROVISIONS

Section 11.1 Identity of Developer. The Developer represents and warrants to the City as of the Effective Date and as of the Close of Escrow, as follows:

(a) Organization. The Developer is a limited liability company, duly organized, validly existing and in good standing under the laws of Delaware with full power and authority to conduct its business as presently conducted and to execute, deliver and perform its obligations under this Agreement.

(b) Authorization. The Developer has taken all necessary action to authorize its execution, delivery and, subject to any conditions set forth in this Agreement performance of the Agreement. Upon the Effective Date of this Agreement, this Agreement shall constitute a legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms, subject to all applicable bankruptcy laws and laws affecting the rights of creditors generally.

(c) No Conflict. The execution, delivery and performance of this Agreement by the Developer does not and will not conflict with, or constitute a violation or breach of, or constitute a default under (i) the charter or incorporation documents of the Developer, (ii) any applicable law, rule or regulation binding upon or applicable to the Developer, or (iii) any material agreements to which the Developer is a party.

(d) No Litigation. To the Developer's actual knowledge, there is no pending or threatened litigation, suit, action or proceeding before any court or administrative agency affecting the Developer or the Property that would, if adversely determined, materially and adversely affect the Developer or the Property or the Developer's ability to perform its obligations under this Agreement or to develop and operate the Project.

(e) No Material Adverse Change. There has been no material adverse change in the financial condition of the Developer since the Effective Date.

(f) Default Under Other Agreements. There is no event, act or omission which constitute, or but for the passage of time or the giving of notice, or both, would constitute a breach, violation or default by Developer under any agreement materially related to the development or operation of the Property, Improvements, or Public Improvements, including but not limited any other partnership agreement, joint venture agreement, or loan agreement.

Until the Close of Escrow, Developer shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 11.1 not to be true, immediately give written notice of such fact or condition to the City. Upon the Developer's Transfer prior to the Close of Escrow, the Developer shall cause the Developer's assignee to update the representations and warranties set forth above.

Section 11.2 Notices, Demands and Communications. Formal notices, demands, submittals and communications between the City and the Developer shall be sufficiently given if, and shall not be deemed given unless, delivered personally, or dispatched by certified mail, return receipt requested, or by reputable overnight delivery service with a receipt showing date of delivery, to the principal offices of the City and the Developer as follows:

City:
City of Livermore
1052 S. Livermore Avenue
Livermore, California 94550
Attn: City Manager

Developer
2205 Railroad Avenue LLC
262 Glorietta Blvd.
Orinda, CA 94563
Attn: Rikesh Patel

With a copy to:
Murphy Austin Adams Schoenfeld LLP
555 Capitol Mall, Suite 850
Sacramento, CA 95814
Attn: Vincent Wong , Esq.

Such written notices, demands, and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section 11.2. Delivery shall be deemed to have occurred at the time indicated on the receipt for delivery or refusal of delivery.

Section 11.3 Non-Liability of Officials, Employees and Agents. No member, partner, beneficial interest holder, official, employee, officer, consultant, counsel, or agent of a Party

shall be personally liable to the other Party, or any successor in interest to the other Party, in the event of any default or breach or for any amount or on any obligation under the terms of this Agreement.

Section 11.4 Enforced Delay. In addition to specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement or the Schedule of Performance shall be extended, where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics or pandemics, including the Covid-19 pandemic; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority (except for restrictions or priorities established by the Party required to perform the action required under this Agreement); litigation; unusually severe weather; inability to secure necessary labor, materials or tools; or acts or the failure to act of the City or any other public or governmental agency or entity including breaches by the City under this Agreement, any Transaction Document or Pre-Construction Agreement; or any other cause beyond the affected Party's reasonable control (except that acts or the failure to act of a Party shall not excuse performance by such Party, including without limitation the Developer's inability to obtain financing for the Project or the economic infeasibility of the Project) ("Force Majeure"). An extension of time for Force Majeure shall only be for the period of the enforced delay, which period shall commence to run from the time of the notification of the delay by the Party requesting the extension to the other Party. The Party requesting an extension of time under this Section 11.4 shall give notice promptly following knowledge of the delay to the other Party. If, however, notice by the Party claiming such extension is sent to the other Party more than thirty (30) days after knowledge of the commencement of the delay, the period shall commence to run upon the earlier of (i) thirty (30) days prior to the giving of such notice or (ii) the date that the other Party received knowledge of the events giving rise to the delay.

Section 11.5 Delegation of Authority. Upon approval of this Agreement by the City Council, the City Manager is authorized to execute any and all Pre-Construction Documents and Transaction Documents on behalf of the City, including but not limited to the updated Parcel Map.

Section 11.6 Submittals and Approvals. Various submittals are required by the Developer pursuant to this Agreement. As expressly provided by this Agreement, the City shall approve or disapprove certain submittals from Developer within specified timeframes or else such submittal shall be deemed approved by the City. Notwithstanding the provisions for deemed approval, no submittal or matter shall be deemed approved unless the request for approval contains the following provision, in bold print with the appropriate time period stated:

NOTICE IS HEREBY GIVEN THAT PURSUANT TO SECTION __ OF THE DDLA THAT FAILURE TO APPROVE OR DISAPPROVE THE REQUESTED MATTER WITHIN __ DAYS SHALL BE DEEMED AN APPROVAL.

Section 11.7 Inspection of Books and Records. The City has the right at all reasonable times and upon five (5) business days prior written notice to inspect the books, records and all

other documentation of the Developer pertaining to its obligations under this Agreement. Such books, records and documentation are privileged documents of the Developer containing trade secrets, private personal information, and/or the contents of real estate appraisals, engineering and/or feasibility estimates, evaluations, and other proprietary non-public information.

Section 11.8 Title of Parts and Sections. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of its provision. References to "Articles" and "Sections" are to sections of this Agreement, unless otherwise specifically provided.

Section 11.9 Applicable Law. This Agreement shall be interpreted under and pursuant to the laws of the State of California.

Section 11.10 Severability. If any term, provision, covenant or condition of this Agreement is held in a final disposition by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 11.11 Legal Actions. In the event any legal action is commenced to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach thereof, each Party shall bear their own attorneys' fees and no attorneys' fees may be awarded to the Party prevailing in the action.

Section 11.12 Binding Upon Successors; Covenants to Run with Land. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, and assigns of each of the Parties; provided, however, that there shall be no Transfer except as permitted in under the terms of this Agreement. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any successor, heir, administrator, executor, successor, or assign of such Party who has acquired an interest in compliance with the terms of this Agreement or under law.

The terms of this Agreement shall run with the land, and shall bind all successors in title to the Property until the termination of this Agreement, except that the provisions of this Agreement that are specified to survive termination of this Agreement shall run with the land in perpetuity and remain in full force and effect following such termination. Every contract, deed, or other instrument hereafter executed covering or conveying the Property, or any portion thereof, shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the City expressly releases the Property, or the applicable portion of the Property, from the requirements of this Agreement.

Section 11.13 Parties Not Co-Venturers. Nothing in this Agreement is intended to or does establish the Parties as partners, co-venturers, or principal and agent with one another.

Section 11.14 Entire Understanding of the Parties. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the conveyance of the Property and the development of the Project.

Section 11.15 Counterparts. This Agreement may be executed in counterparts and multiple originals.

Section 11.16 Amendments. The Parties can amend this Agreement only by means of a writing signed by both Parties.

Section 11.17 Recordation of Memorandum of DDLA. The Parties consents to the recordation of the Memorandum of DDLA in the Official Records against the Developer's interest in the Property.

Section 11.18 Standard of Approval. Any consents or approvals required or permitted under this Agreement shall not be unreasonably withheld or made, except where it is specifically provided that a sole discretion standard applies.

Section 11.19 Effectiveness of Agreement. This Agreement is dated for convenience only and shall only become effective on the Effective Date.

Section 11.20 Interpretation. The use in this Agreement of the words "including", "such as" or words of similar import when following any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific statements, terms or matters, whether or not language of non-limitation, such as "without limitation" or "but not limited to", or words of similar import, is used with reference thereto.

Section 11.21 No Gift or Dedication. Except as otherwise specified in the Parcel Map or deed restriction requiring a rooftop public open space on the Hotel, this Agreement shall not be deemed to be a gift or dedication of any portion of the Property to the general public, for the general public, or for any public use or purpose whatsoever. Except as otherwise specified above, Developer shall have the right to prevent or prohibit the use of or access to any portion of the Hotel by any member of the general public.

ARTICLE 12.
SITE ACQUISITION LOAN

Section 12.1 Loan amount. The City shall make a loan to the Developer in the principal amount of $1,923,750 ("Site Acquisition Loan"). The Site Acquisition Loan shall be evidenced by the Promissory Note and a Deed of Trust, in the forms attached as Exhibit K and Exhibit C.

Section 12.2 Use of Loan Funds. The Developer is assuming the Site Acquisition Loan to fund the acquisition of the Parking Parcel to help satisfy a portion of the parking requirements in the conditions of approval for the Hotel. All loan funds transferred or provided for the Site Acquisition Loan shall be used exclusively for Developer to acquire the Parking Parcel. The

Developer understands that any other use of the Site Acquisition Loan funds shall be deemed an Event of Default under Section 12.13 of this Agreement and subjects the Developer to all legal remedies.

Section 12.3 Loan term. The term of the loan shall start on the date of loan dispersal and terminate no later than December 31, 2025.

Section 12.4 Interest. The Site Acquisition Loan shall bear annual simple interest at rate of 3.5%, except that the Default Interest rate shall be the amount set forth in Section 12.5 shall apply in a Loan Event of Default defined in Section 12.13.

Section 12.5 Default Interest Rate. In the event of a Loan Event of Default as set forth in Section 12.13, the principal balance of the Site Acquisition Loan will bear interest at the default interest rate of the lesser of ten percent (10%), compounded annually, or the highest rate permitted by law as set forth in the Promissory Note (the "Default Interest Rate").

Section 12.6 Loan conditions to Disbursement. Developer agrees to lease the Parking Parcel to the City at no cost for use as a temporary overflow public parking lot for a period of up to three years from the execution of the Lease and Operating Agreement for the Parking Parcel, or until construction of the Hotel is at least 40 percent complete, whichever is earlier. However, at a minimum, the City shall be permitted to use the Parking Parcel until September 30, 2024. The City may relinquish its use of the Parking Parcel prior to this time if it is no longer needed for temporary overflow parking. Once the City's right to use the property has lapsed, Developer may at any time submit a written notice to the City that the lease will be terminated within 30 days to allow Developer to begin construction of permanent parking improvements.

Section 12.7 Security. The Developer shall secure its obligation to repay the Site Acquisition Loan, as evidenced by the Promissory Note, by executing the Deed of Trust and recording it as a lien against the Parking Parcel.

Section 12.8 Use of the Parking Parcel. The Developer agrees to use the Parking Parcel to satisfy a portion of the parking requirements identified in the conditions of approval for the Hotel.

Section 12.9 Requirements. The Deed of Trust shall be recorded against the Parking Parcel in the Official Records of Alameda County once this Agreement is executed and when all of the condition precedents are satisfied:

(a) There exists no act, failure, omission or condition that would constitute an event of default under this Agreement;

(b) Requested information has been furnished by the Developer to the City prior to the date of this Agreement;

(c) The Developer has executed and delivered to the City all other documents, instruments, and policies required under the Agreement;

(d) A title insurer reasonably acceptable to the City is unconditionally and irrevocably committed to issuing a 2017 ALTA Lender's Policy of insurance ensuring the priority of the Deed of Trust in the amount of the Site Acquisition Loan on the Parking Parcel subject only to such exceptions and exclusions as may be reasonably acceptable to the City, and containing such endorsements as the City may reasonably require; and

(e) The undisbursed proceeds of the Site Acquisition Loan, together with other funds or firm commitments for funds that the Developer has obtained in connection with the acquisition of the Parking Parcel, are not less than the amount that City determines is necessary to acquire the Parking Parcel.

Section 12.10 Disbursement. As instructed by the Developer, the City shall disburse the principal amount of the Site Acquisition Loan to help facilitate the Developer's acquisition of the Parking Parcel.

Section 12.11 Loan repayment. The Site Acquisition Loan shall be repaid as follows:

(a) Payments. Payments shall be in lawful money of the United States of America and delivered to the City at 1052 South Livermore Avenue, Livermore, California 94550, Attn: Community Development Director, or such other address and/or designee as the City may provide in writing. Any payments made by the Developer pursuant to this Section shall be applied first to pay current interest due, if any, then the cumulative interest owed, if any, then to reduce the principal amount of the Site Acquisition Loan.

(b) Payment Schedule. Developer shall make a lump sum payment of all principal and interest accrued within three months of the completion of Hotel construction, as determined by issuance of the certificate of occupancy, or by December 31, 2025, whichever is sooner.

(c) Prepayment. No prepayment penalty shall be charged to the Developer for payment of all or any portion of the Site Acquisition Loan amount prior to the end of the Term.

(d) Payment in Full. The Developer shall pay the entire outstanding principal balance of the Site Acquisition Loan, together with interest accrued thereon and all other sums accrued, no later than the Maturity Date defined in the Promissory Note. The City shall have the right to accelerate the Maturity Date and declare all sums payable under the Promissory Note immediately due and payable upon the expiration of all applicable cure periods following the occurrence of a Loan Event of Default defined in Section 12.13. All principal and accrued interest on the Site Acquisition Loan is due in full on the earlier to occur of (i) the date of any Transfer, as defined in Section 8.1, not authorized by City, (ii) the date of any default, or (iii) the expiration of the loan term.

Section 12.12 Maintenance and Damage; Hazardous Materials. During the term of the Site Acquisition Loan, and prior to its full repayment, the Developer shall maintain the Parking Parcel in good repair and in a neat, clean, and orderly condition. If there arises a condition in contravention of this requirement that has not been cured after notice from the City, then in addition to any other rights available to the City, the City shall have the right to perform all acts

necessary to cure such condition at the Developer's expense, and to establish or enforce a lien or other encumbrance against the Parking Parcel. The Developer's covenants and agreements for hazardous materials for the Property in Section 7.5 of this Agreement shall also apply to the Parking Parcel, and the Developer hereby makes those same covenants and agreements for the Parking Parcel.

Section 12.13 Event of Default – Site Acquisition Loan. In addition to the defaults and remedies in Article 10 of this Agreement for an event of default, the following events shall constitute an event of default under the Site Acquisition Loan or any Loan Documents (a "Loan Event of Default"):

(a) The Developer fails to pay when due the principal and interest payable under the Promissory Note, and such failure continues for ten (10) days after the City notifies the Developer thereof in writing;

(b) A transfer occurs in violation of Article 8;

(c) RESERVED;

(d) The Developer fails to pay prior to delinquency taxes or assessments due on the Improvements or fails to pay when due any other charge that may result in a lien on the Property or the Improvements, and Developer fails to cure such default within twenty (20) days of the date of delinquency, but in all events prior to the date upon which the holder of any such lien has the right to foreclose thereon;

(e) A default arises under any loan secured by a mortgage, deed of trust or other security instrument recorded against the Property and remains uncured beyond any applicable cure period such that the holder of such security instrument has the right to accelerate repayment of such loan;

(f) Any representation or warranty contained in this Agreement or in any application, financial statement, certificate or report submitted to the City in connection with this Agreement proves to have been incorrect in any material and adverse respect when made and continues to be materially averse to the City;

(g) If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("Bankruptcy Law"), the Developer or any general partner thereof (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Borrower or any general partner thereof in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Developer or any general partner thereof; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due;

(h) A court of competent jurisdiction shall have made or entered any decree or order (i) adjudging the Developer to be bankrupt or insolvent, (ii) approving as properly filed a

petition seeking reorganization of the Developer or seeking any arrangement for Developer under bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (iii) appointing a receiver, trustee, liquidator, or assignee of the Developer in bankruptcy or insolvency or for any of its properties, or (iv) directing the winding up or liquidation of the Developer, in each case if such decree, order, petition, or appointment is not removed or rescinded within ninety (90) days;

(i) The Developer shall have assigned its assets for the benefit of its creditors (other than pursuant to a mortgage loan) or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within ninety (90) days after such event (unless a lesser time period is permitted for cure pursuant to paragraphs (g) or (h) above or pursuant to any other mortgage on the Property, in which event such lesser time period shall apply under this subsection as well) or prior to any sooner sale pursuant to such sequestration, attachment, or execution;

(j) The Developer shall have voluntarily suspended its business or the Developer shall have been dissolved or terminated;

(k) An event of default arises under any Loan Document and remains uncured beyond any applicable cure period.

(1) The Developer fails to make any payment required for the Site Acquisition Loan within ten (10) days after the date when due as set forth in section 12.11.

(2) Any representation or warranty made by the Developer in any document for the Site Acquisition Loan proves to have been incorrect in any material respect when made.

(3) Without the City's prior written consent, the Developer transfers, or authorizes the transfer of, funds in any account required or authorized by this Agreement.

(4) Either the Deed of Trust for the Site Acquisition Loan ceases to constitute a valid and indefeasible perfected lien on the Parking Parcel, or the Agreement ceases to constitute a valid and indefeasible perfected lien on the Property, subject only to permitted exceptions to title for the Parking Parcel and Permitted Exceptions for the Property.

Section 12.14 Notice and Cure Procedure. Upon the happening of any of the above-described events the City shall first notify the Developer in writing of its purported breach or failure, giving the Developer thirty (30) days from receipt of such notice to cure such breach or failure. If the Developer does not cure the default within such thirty (30)-day period (or if the default is not reasonably susceptible of being cured within such thirty (30)-day period, the Developer fails to commence the cure within such period and thereafter to prosecute the cure diligently to completion), then the City shall be afforded all of its rights at law or in equity by taking any or all of the remedies set forth in Sections 12.15 and 12.16.

Section 12.15 Specific Remedies for Site Acquisition Loan Event of Default. During the pendency of an uncured Event of Default for a Loan Document, the City may exercise any right or remedy available under this Agreement or any other Loan Document or at law or in equity, including taking possession of the Parking Parcel. All of the City's rights and remedies following an Event of Default are cumulative, including:

(a) The City at its option may declare the unpaid principal balance of the Promissory Note, together with default interest as provided in the Promissory Note and any other charges due under the Promissory Note and the other Loan Documents, immediately due and payable without protest, presentment, notice of dishonor, demand or further notice of any kind, all of which Developer expressly waives.

(b) The City at its option may terminate all commitments to make Disbursements or to release the Parking Parcel from the Deed of Trust, or, without waiving the Event of Default, the City may determine to make further Disbursements or to release all or any part of the Parking Parcel from the Deed of Trust upon terms and conditions satisfactory to the City in its sole discretion.

(c) The City may perform any of Developer's obligations in any manner, in the City's reasonable discretion.

(d) The City, either directly or through an agent or court-appointed receiver, may take possession of the Parking Parcel and enter into contracts and take any other action the City deems appropriate.

(e) The City may apply to any court of competent jurisdiction for specific performance, or an injunction against any violation, of this Agreement or for any other remedies or actions necessary or desirable to correct Developer's noncompliance with this Agreement for the Site Acquisition Loan for the Parking Parcel.

(f) Upon the occurrence of an Event of Default, the unpaid principal balance of the Promissory Note, together with default interest as provided in the Promissory Note and any other charges due under the Promissory Note and the other Loan Documents will become due and payable automatically.

(g) All costs, expenses, charges and advances of the City in exercising its remedies or to protect the Parking Parcel will be deemed to constitute a portion of the principal balance of the Promissory Note, even if it causes the principal balance to exceed the face amount of the Promissory Note, unless Developer reimburses the City within ten (10) days of the City's demand for reimbursement.

Section 12.16 City Right's Upon Default. If, in the City's sole discretion, the Developer fails to observe or perform any condition contained in Article 12, or take diligent action towards the cure or remedy of such event, for a period of sixty (60) days after written notice from the City specifying such failure and requesting that it be cured, such event shall be deemed a default under the Site Acquisition Loan and the City shall be entitled, and in addition to all other

remedies provided by law or in equity, to compel specific performance by the Developer of its obligations under the Site Acquisition Loan, including taking possession of the Parking Parcel. Any investor limited partner of the Developer or Developer's assignee shall have the same notice and cure rights granted to the Developer, and any cure tendered by such investor shall be accepted or rejected on the same basis as if tendered by Developer.

Section 12.17 Non-Recourse. Except as provided in this subsection, neither the Developer, nor any director or indirect member or interest holder of or in the Developer, shall have any direct or indirect personal liability for payment of the principal of, and interest on, the Site Acquisition Loan. Following recordation of the Deed of Trust, the sole recourse of the City with respect to the principal of, and interest on, the Promissory Note and defaults by the Developer for the use of the Parking Parcel shall be to the Parking Parcel described in the Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability shall (i) limit or impair the enforcement against all such security for the Promissory Note of all the rights and remedies of the City against Developer thereunder, or (ii) be deemed in any way to impair the right of the City to assert the unpaid principal amount of the Promissory Note as demand for money against Developer within the meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the Promissory Note and the performance of the Developer's obligations under the Deed of Trust for the Parking Parcel, except as hereafter set forth; nothing contained herein is intended to relieve the Developer of its obligation to indemnify the City under any article or section of this Agreement, or liability for (i) fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Parking Parcel that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by the Developer other than in accordance with the Deed of Trust; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Parking Parcel.

Section 12.18 Affiliate Assignment and Assumption. The Developer's rights and obligations in this Agreement related to the Site Acquisition Loan, the acquisition of the Parking Parcel, and for the Lease and Operating Agreement for the Parking Parcel may be collectively assigned to and assumed by an Affiliate provided that: (i) the Affiliate is also an Affiliate of PresidioCo Bay Area LLC; (ii) the Affiliate acquires the Parking Parcel and becomes its owner of record; and (iii) the City Manager provides prior written approval for the Developer's assignment and the Affiliate's' assumption. In the event such assignment and assumption is approved in writing by the City Manager, then the identity of the Affiliate will be inserted in place of the Developer in the Deed of Trust, the Lease and Operating Agreement for the Parking Parcel, and the Promissory Note attached respectively as Exhibits C, G, and K to this Agreement. Even if an assignment and assumption is approved in writing by the City Manager, the Developer shall remain fully responsible for compliance by its Affiliate with all the terms of this Agreement including those related to the Site Acquisition Loan, Lease and Operating Agreement for the Parking Parcel, the Deed of Trust, and the Promissory Note, regardless of the terms of any agreement between Developer and its Affiliate.

Section 12.19 Survival. The foregoing obligations in this Article 12 shall survive the expiration or termination of this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

WHEREFORE, the Parties have executed this Agreement as of the date first above written.

City:
City of Livermore, a municipal corporation

Date: _____

By: _____
Marc Roberts
Its: City Manager

APPROVED AS TO FORM

By: _____
Sr. ~~Assistant~~/City Attorney

Developer:
2205 Railroad Avenue LLC,
a Delaware limited liability company

By: PresidioCo Bay Area LLC,
a Delaware limited liability company,
its manager

Date: 1/16/22

By: _____

Name: Ricardo Ortal

Title: Manager

LEGAL DESCRIPTION HOTEL PARCEL

PARCEL A & SUBSURFACE PARCEL C – PARCEL MAP 9999

REAL PROPERTY SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

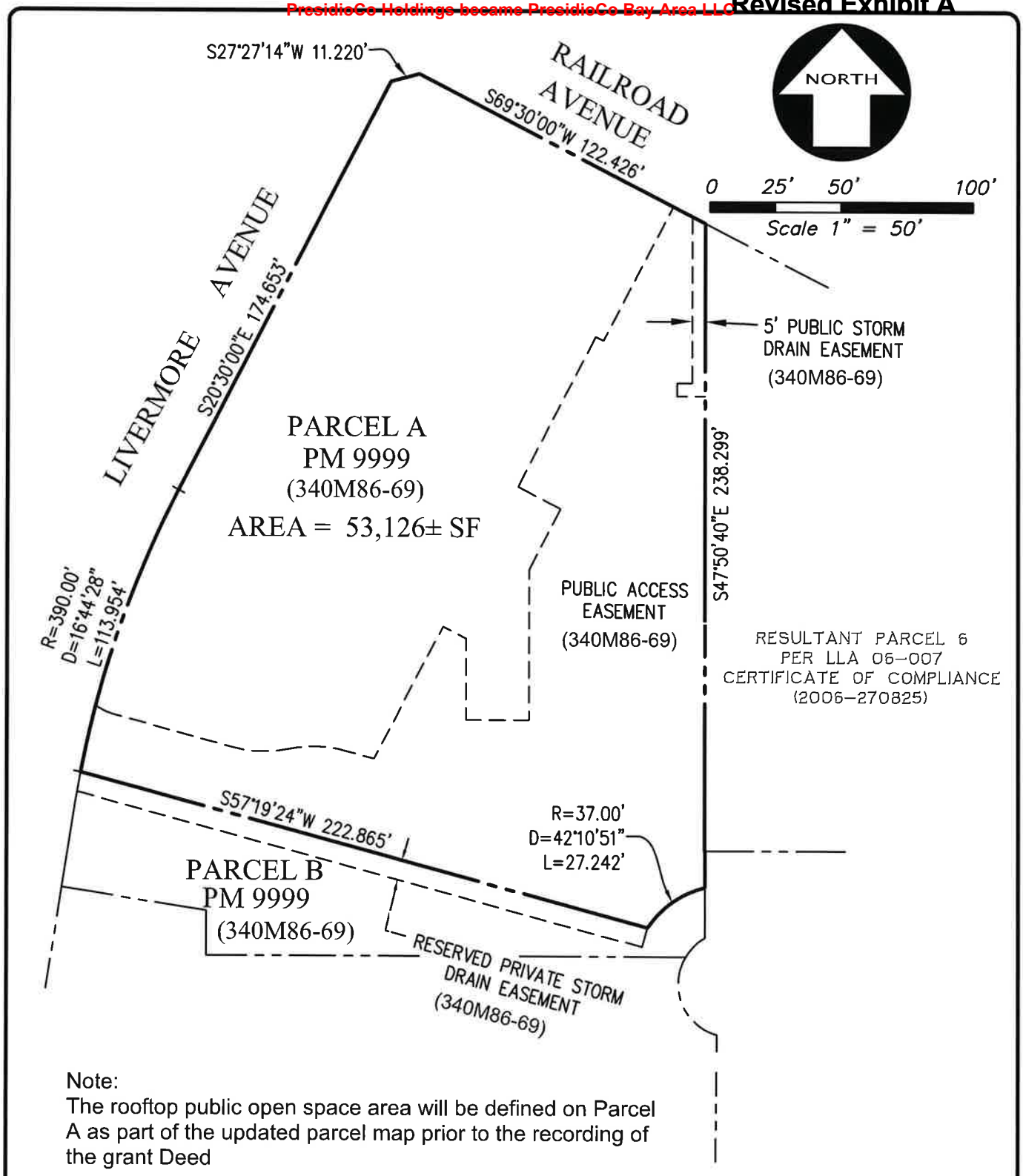
BEING ALL OF PARCEL A AND SUBSURFACE PARCEL C, OF PARCEL MAP NO. 9999, RECORDED
October 3, 2018, IN BOOK 340 OF MAPS AT PAGES 86-89, ALAMEDA COUNTY RECORDS.

PARCEL A CONTAINING 53,126 SQUARE FEET OF LAND MORE OR LESS

SUBSURFACE PARCEL C CONTAINING 50,963 SQUARE FEET OF LAND MORE OR LESS

NOTE: The only change in the document is:
PresidioCo Holdings became PresidioCo Bay Area LLC

Revised Exhibit A



Note:
The rooftop public open space area will be defined on Parcel A as part of the updated parcel map prior to the recording of the grant Deed

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road
Livermore, California 94551
www.kierwright.com
Phone (925) 245-8788
Fax (925) 245-8796

PLAT - PARCEL A
PARCEL MAP 9999
LIVERMORE, CALIFORNIA

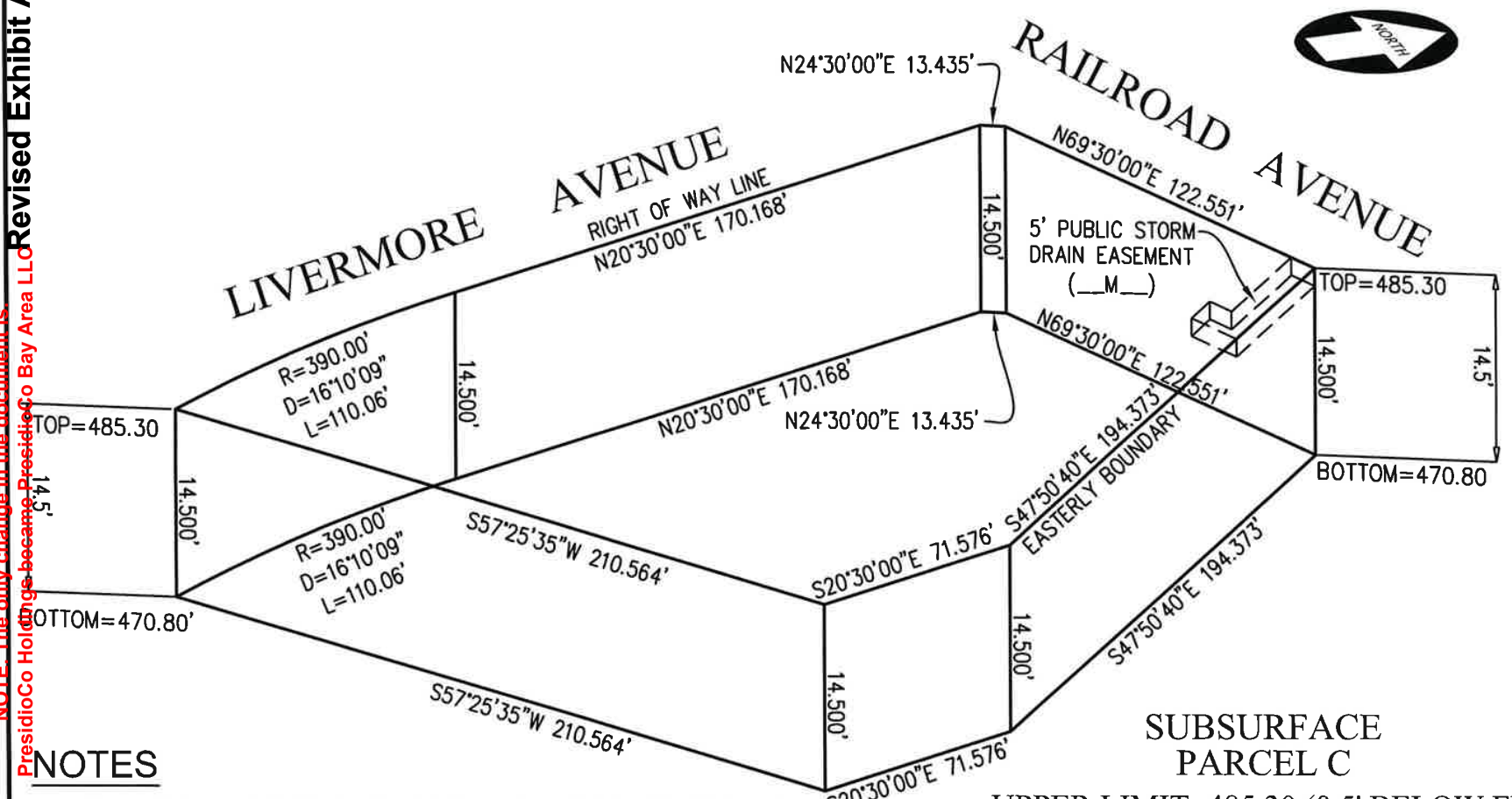
DATE	AUG 2018
SCALE	1" = 50'
BY	RJH
JOB NO.	A18527
SHEET	1 OF 1

EXHIBIT A SHEET 2 OF 3

Item 6.1

Revised Exhibit A

NOTE: The only change in the document is: PresidioCo Holdings became PresidioCo Bay Area LLC



NOTES

A PUBLIC ACCESS EASEMENT ENCUMBERS THE ENTIRE SUBSURFACE PARCEL C.

PARCEL A ENCOMPASSES ALL SIDES OF SUBSURFACE PARCEL C AND ABUTS PARCEL B, LIVERMORE AVENUE, RAILROAD AVENUE AND RESULTANT PARCEL 6. SEE SHEET 2 OF PARCEL MAP 9999.

SUBSURFACE PARCEL C

UPPER LIMIT=485.30 (0.5' BELOW FF)
LOWER LIMIT=470.80 (16.5' BELOW FF)
50,963± SF.
(1.1700± AC.)

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796
www.kierwright.com

PLAT - SUBSURFACE PARCEL C
PARCEL MAP 9999
LIVERMORE, CALIFORNIA

DATE	AUG 2018
SCALE	NOT TO SCALE
BY	RJH
JOB NO.	A18527
SHEET	1 OF 1

EXHIBIT A SHEET 3 OF 3

Item 6.1
Revised Exhibit A
NOTE: The only change in the document is:
PresidioCo Holdings became PresidioCo Bay Area LLC

City Fees

Eastside Hotel Site

Thursday, December 2, 2021

Fee Estimate Only- Final fees to be determined at permit issuance

LOCATION: **Southeast Corner of South Livermore Ave and Railroad Avenue**
BUSINESS NAME: **Presidio Hotel Development**
APPLICANT: **City of Livermore**

PROJECT ASSUMPTIONS:

1. City fees based upon adopted Development Fees tables effective JULY 1, 2021
   Non-City fees based upon adopted Zone 7 fee tables effective January 1, 2021 and TVTD fees effective July 1, 2021
2. Estimated new impervious surface for entire site: 43,724 sf (stormwater plan submitted 7-19-2019)
3. New proposed Hotel 125-135 Rooms with 1,400-2,000 SF meeting space, roof top deck and other hotel amenities (65,000 SF - 75,000 SF) (used 72,000 SF for this estimate)
4. Not Used
5. Sanitary Sewer Fee is based upon the "Mixed Use Rate" because it is within Downtown Core Area
6. Water Service:
   a. 2205 Railroad Avenue has : 2 - 5/8" WM
7. Estimate does not include Cal Water connection and meter fees
8. Estimated credits based on existing uses.
9. TVTD fees based upon other use peak hour trips
   a. Per 9th Edition ITE Manual the average am/pm weekday peak hour trips is (.53 am + .60 pm = 1.13 total /2 = 0.565)
   b. total peak hour trips is (.565 avg am/pm peak hr trips/room x 135 rooms) = 76.275 avg am/pm peak hour trips
10. Social and Human Services Facility Fee based upon "other non-residential" use rate per 1,000 s.f. (KSF)
11. Estimate does not include Planning Entitlement and Processing Fees

PROJECT INFORMATION

a Final fee to be determined at Building Permit
b Downtown Revitalization Fee credit will be given for the agreed upon cost of First Street Improvements
  Currently $777,000 Downtown Revitalization Fee credits available on a first come first serve basis

  Credits may no longer be available at the time of Building Permit
c Based on meters shown on current plan set. Final WM fees to be determinded at building permit
d Based on SF for Mixed Use, Residential and Garage shown on plans
e Final fee to be determined at final map
f Assumed Building Construction type "VA" - Estimated Building Valuation - $14,146,122.00

East Side Hotel Site Development Impact Fee Estimate

	ITEM		Unit	Rate ($/unit)	Quantity	Fee ($)	*Credits ($)*	Net Fees
1	Storm Drain (City)	2	SF	$0.49	43,724	$21,424.76	*$18,874.31*	$2,550.45
2	Storm Drain (County)	2	SF	$1.00	43,724	$43,724.00	*$38,519.00*	$5,205.00
3	Sanitary Sewer Connection - 135 room Hotel	5	SF	$4.01	72,000	$288,720.00	*$16,978.34*	$271,741.66
3a	Not Used							
4	Park Facilities Fee - 133 Room Hotel		SF	$2.682	72,000	$193,104.00	*$11,355.59*	$181,748.41
5	City Water Connection	7				CAL WATER		
6a	ACWFC Zone 7 Connection - 2" - Displacement (80gpm restriction)	6	EA	$235,520.00	1	$235,520.00	*$58,880.00*	$176,640.00
6b	ACWFC Zone 7 Connection - 1" Irrigation		EA	$73,600.00	1	$73,600.00		$73,600.00
7	Traffic Impact Fee - 135 room hotel	8	room	$8,268.00	135	$1,116,180.00	*$54,906.51*	$1,061,273.49
8	Tri Valley Transportation Development	9	Trips	$5,620.00	76.275	$428,665.50	*$15,835.16*	$412,830.34
9	Low Income Housing Impact Fee - 135 room hotel		room	$949.00	135	$128,115.00	*$2,488.41*	$125,626.59
10	Social and Human Services Facility Fee	10	KSF	$5.00	72.00	$360.00	*$21.17*	$338.83
11	City Wide General Plan - Cost Recovery Fee	3	SF	$0.39	72,000	$28,080.00	*$1,651.26*	$26,428.74
12	Downtown Specific Plan	3	SF	$0.31	72,000	$22,320.00	*$1,312.54*	$21,007.46
13	Downtown Revitalization Fee - Retail	b	SF	$18.02	72,000	$1,297,440.00		$1,297,440.00
16b	School Fees - Hotel/Motel	3	SF	$0.316	72,000	$22,752.00	*$2,642.02*	$20,109.98
					Subtotal	**$3,900,005.26**	**$223,464.31**	**$3,676,540.95**

Building Permit Fees

17	Art in Public Places Fee	a	EA	$0.003	$ 14,126,122.00	$46,616.20		$46,616.20
18	Building Permit (Including BASRF)	a	LS	$44,215.000	1	$44,215.00		$44,215.00
19	Fire Sprinkler Inspection Fee	a	LS	$0.000	1	$0.00		$0.00
					Subtotal	**$90,831.20**	**$0.00**	**$90,831.20**

Engineering Map and Plan Check Fees

20	Parcel Map Check Fee		LS	$6,099.000	1	$6,099.00		$6,099.00
21	Improvement Plan Check Fee	c	LS	$0.000		$0.00		$0.00
22	Inspection Fee for off-site improvements	c	LS	$0.000		$0.00		$0.00
23	Encroachment Permit Processing Fee	c	LS	$0.000		$0.00		$0.00
					Subtotal	**$6,099.00**	**$0.00**	$6,099.00

Estimated Total Development Fees **$3,773,471.16**

	Available	Used	Remaining
Stormwater Credits			
	$ 18,874.31	$18,874.31	$ -
	$ 38,519.00	$38,519.00	$ -
Sewer Credits			
	$ 16,978.34	$16,978.34	$ -
Park Credits			
	$ 11,355.59	$11,355.59	$ -
Zone 7 Water Credits			
	$ 58,880.00	$58,880.00	$ -
Traffic Credits			
	$ 54,906.51	$54,906.51	$ -
TVTD Credits			
	$ 15,835.16	$15,835.16	$ -
Low Income Housing Credit			
	$ 2,488.41	$2,488.41	$ -
Social and Human Services Credits			
	$ 21.17	$21.17	$ -
Cost Recovery Credits			
	$ 1,651.26	$1,651.26	$ -
Downtown SP Credits			
	$ 1,312.54	$1,312.54	$ -
School Fee Credits			
	$ 2,642.02	$2,642.02	$ -

NOTE: The only change in the document is:
PresidioCo Holdings became PresidioCo Bay Area LLC

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO

City of Livermore
1052 S. Livermore Avenue
Livermore, Ca. 94550-4899

Loan No.:

Space Above This Line for Recorder's Use Only

A.P.N.: 098-0282-009-00

DEED OF TRUST AND ASSIGNMENT OF RENTS
(Short Form)

THIS DEED OF TRUST, made this _____ , 2022 between

TRUSTOR: PresidioCo Bay Area LLC, a Delaware limited liability company on behalf of 2205 Railroad Avenue LLC, a Delaware Limited Liability Company whose address is 262 Glorietta Boulevard, Orinda, California 94563

TRUSTEE:

and BENEFICIARY: City of Livermore, a Municipal Corporation

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the City of Livermore, Alameda County, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

If the Trustor/Grantor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any Note evidencing the same, immediately due and payable.

TOGETHER WITH the rents, issues, and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph 10 of the provisions, incorporated by reference, to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING: 1. Performance of each agreement of Trustor, incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one Promissory Note of even date herewith, and any extension or renewal thereof, in the principal sum of ONE MILLION NINE HUNDRED AND TWENTY-THREE THOUSAND SEVEN HUNDRED AND FIFTY Dollars ($1,923,750), executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record Owner of said property hereafter may borrow from Beneficiary, when evidenced by another Note (or Notes) reciting it is so secured

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the Note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County on October 18, 1961, and in all other counties on October 23, 1961, in the book and page of the Official Records in the office of the county recorder of the county where said property is located, noted below and opposite the name of such county, viz:

A.P.N. -

Deed of Trust

and Assignment of Rents (Short Form) - continued

File No.:

County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page
Alameda	435	684	Imperial	1091	501	Merced	1547	538	San Benito	271	383	Siskiyou	468	181
Alpine	1	250	Inyo	147	598	Modoc	184	851	San Bernadino	5567	61	Solano	1105	182
Amador	104	348	Kern	3427	60	Mono	52	429	San Francisco	A332	905	Sonoma	1851	689
Butte	1145	1	Kings	792	833	Monterey	2194	538	San Joaquin	2470	311	Stanislaus	1715	456
Calaveras	145	152	Lake	362	39	Napa	639	86	San Luis Obispo	1151	12	Sutter	572	297
Colusa	296	617	Lassen	171	471	Nevada	305	320	San Mateo	4078	420	Tehama	401	289
Contra Costa	3978	47	Los Angeles	T2055	899	Orange	5889	611	Santa Barbara	1878	860	Trinity	93	366
Del Norte	78	414	Madera	810	170	Placer	895	301	Santa Clara	5336	01	Tulare	2294	275
El Dorado	568	456	Marin	1508	339	Plumas	151	5	Santa Cruz	1431	494	Tuolumne	135	47
Fresno	4626	572	Mariposa	77	292	Riverside	3005	523	Shasta	684	528	Venutra	2062	386
Glenn	422	184	Mendocino	579	530	Sacramento	4331	62	Sierra	29	335	Yolo	653	245
Humboldt	657	527				San Diego Series 2 Book 1961, Page 183887						Yuba	334	486

which provisions, identical in all counties, are printed below) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale be mailed to Trustor at Trustor's address hereinbefore set forth, or if none shown, to Trustor at property address.

FURTHERMORE, in the event of foreclosure or deed in lieu of foreclosure, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate-income households or otherwise restricting the Trustor's ability to sell the Property shall have no further force or effect. Any person (including successors or assigns thereto) receiving title to the Property through a foreclosure or deed in lieu of foreclosure shall receive title to the Property free and clear from such restrictions.

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT TO THE ADDRESS CONTAINED IN THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A NEW REQUEST MUST BE RECORDED.

Signature of Trustor(s)

2205 RAILROAD AVENUE LLC,
a Delaware limited liability company

By: PresidioCo Bay Area LLC,
a Delaware limited liability company,
its manager

Dated: _____, 2022

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

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

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

Deed of Trust
and Assignment of Rents (Short Form) - continued

DO NOT RECORD

The following is a copy of provisions (1) to (14), inclusive, of the fictitious Deed of Trust, recorded in each county In California, as stated in the foregoing Deed of Trust and incorporated by reference In said Deed of Trust as being a part thereof as if set forth at length therein.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire Insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency, all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay Immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the rate called for in the note secured hereby, or at the amount allowed by law at date of expenditure, whichever is greater, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in this same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee is such reconveyance may be described as "the person or persons legally entitled thereto. Five years after issuance of such full reconveyance, Trustee may destroy said Note and this Deed of Trust (unless directed in such request to retain them.)

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, Issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, said Note(s) and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and In such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the persons or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any Indebtedness secured hereby may, from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its titJe, estate, rights, powers and duties, must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust Is recorded and the name and address of the new Trustee.

(13) That this Deed of Trust applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the Note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so required, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be party unless brought by Trustee.

NOTE: The only change in the document is:
PresidioCo Holdings became PresidioCo Bay Area LLC

----------DO NOT RECORD----------

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

To: _____, a California Corporation, **Trustee** Dated: _____

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

Mail Reconveyance to: _____

_____

_____

_____ By _____

_____ By _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.
Both must be delivered to the Trustee for cancellation before reconveyance will be made.

_____

Short Form
DEED OF TRUST
WITH POWER OF SALE
INDIVIDUAL

_____ **TITLE COMPANY, A CALIFORNIA CORPORATION**

_____

APN: 098-0282-009-00

NOTE: The only change in the document is:
PresidioCo Holdings became PresidioCo Bay Area LLC

EXHIBIT A

Parking Parcel Description

(Legal Description of Parking Parcel to be provided by Developer upon purchase of property)

APN: 098-0282-009-00

NOTE: The only change in the document is:
PresidioCo Holdings became PresidioCo Bay Area LLC

RECORDING REQUESTED BY:
Order No.
Escrow No.
Loan No.

WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

The Undersigned grantor(s) declare(s):
CITY TRANSFER TAX $ Government Agency
DOCUMENTARY TRANSFER TAX $ Acquiring Title
SURVEY MONUMENT FEE $ Tax Code §§ 11922
Computed on the consideration or value of property conveyed; OR
Computed on the consideration or value less liens or encumbrances remaining at time of sale.

APN 098-0407-031-00 & 098-0407-033-00

Exempt from filing fees per Government Code Section §§ 27383 & 6103

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

The City of Livermore, a Municipal Corporation ("Grantor")

hereby Grant(s) in fee to
2205 Railroad Avenue LLC ("Grantee")

the real property in the City of Livermore
County of Alameda, State of California, as described in Exhibit A with the following restriction:

Grantee shall hereby grant to the City of Livermore (Grantor), public access and use to over and on said rooftop public open space described in Exhibit A. The rooftop public open space area shall include a minimum of 3,500 square feet of publicly accessible rooftop space with seating for at least 15 people. The rooftop public open space area shall be located on the southern side of the rooftop area and it shall be available for public use at least 6 days each week of the year from 11 a.m. to 8 p.m. In addition, public use of the rooftop open space shall be available each year from 9:00 a.m. to 10:00 p.m. on the Fourth of July, from 9:00 a.m. to 9:00 p.m. for the winter Holiday Parade event and the Rodeo Parade, and from 11 a.m. to 8 p.m. on all other holidays.

FOR LEGAL DESCRIPTION
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

City of Livermore, a municipal corporation

Signature:

Name: Title:

EXHIBIT D SHEET 1 OF 2

ACKNOWLEDGMENT

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

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

LEGAL DESCRIPTION HOTEL PARCEL

PARCEL A & SUBSURFACE PARCEL C – PARCEL MAP 9999

REAL PROPERTY SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

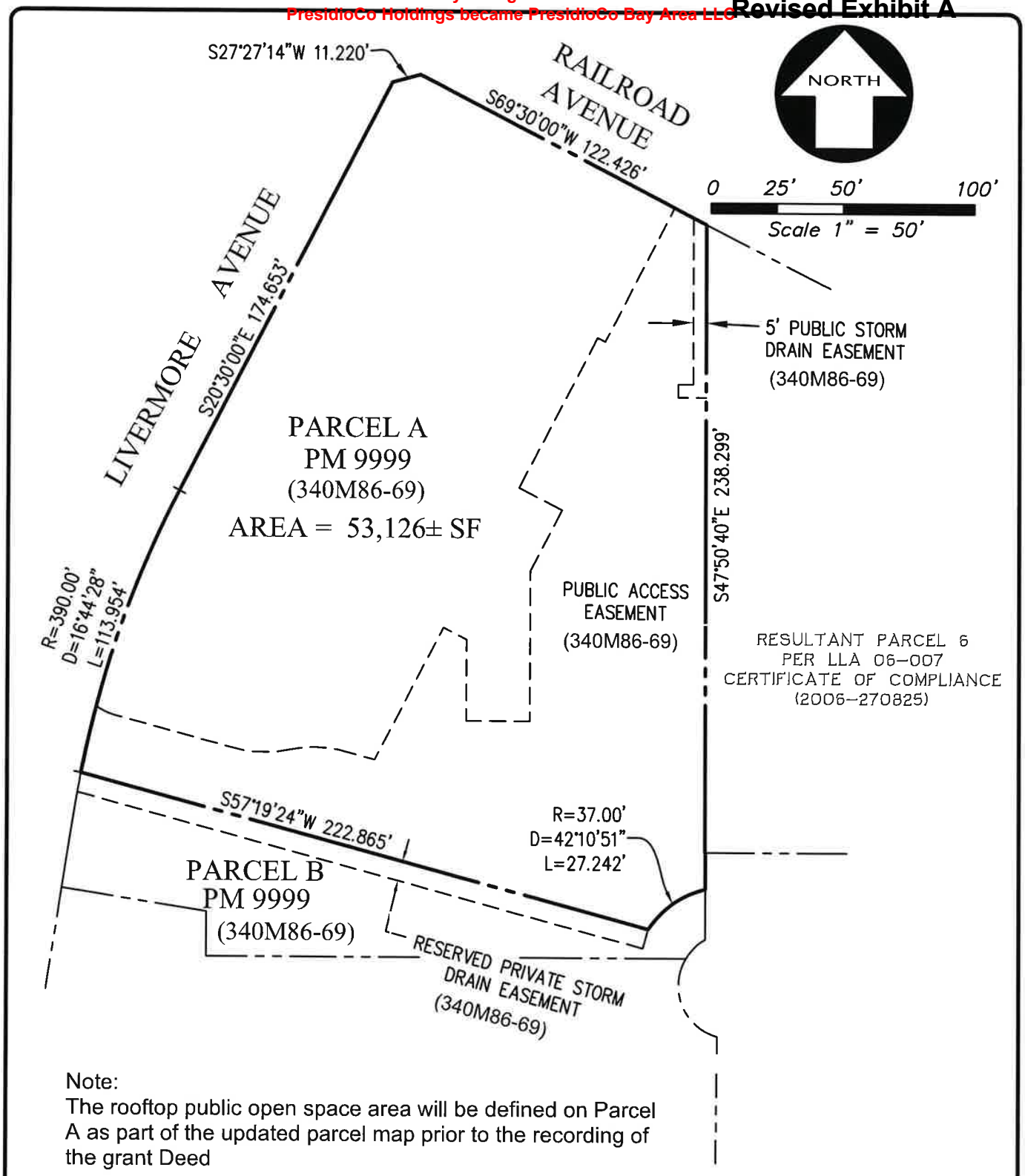
BEING ALL OF PARCEL A AND SUBSURFACE PARCEL C, OF PARCEL MAP NO. 9999, RECORDED
October 3, 2018, IN BOOK 340 OF MAPS AT PAGES 86-89, ALAMEDA COUNTY RECORDS.

PARCEL A CONTAINING 53,126 SQUARE FEET OF LAND MORE OR LESS

SUBSURFACE PARCEL C CONTAINING 50,963 SQUARE FEET OF LAND MORE OR LESS

NOTE: The only change in the document is:
PresidioCo Holdings became PresidioCo Bay Area LLC

Revised Exhibit A



Note:
The rooftop public open space area will be defined on Parcel A as part of the updated parcel map prior to the recording of the grant Deed

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road
Livermore, California 94551
www.kierwright.com
Phone (925) 245-8788
Fax (925) 245-8796

PLAT - PARCEL A
PARCEL MAP 9999
LIVERMORE, CALIFORNIA

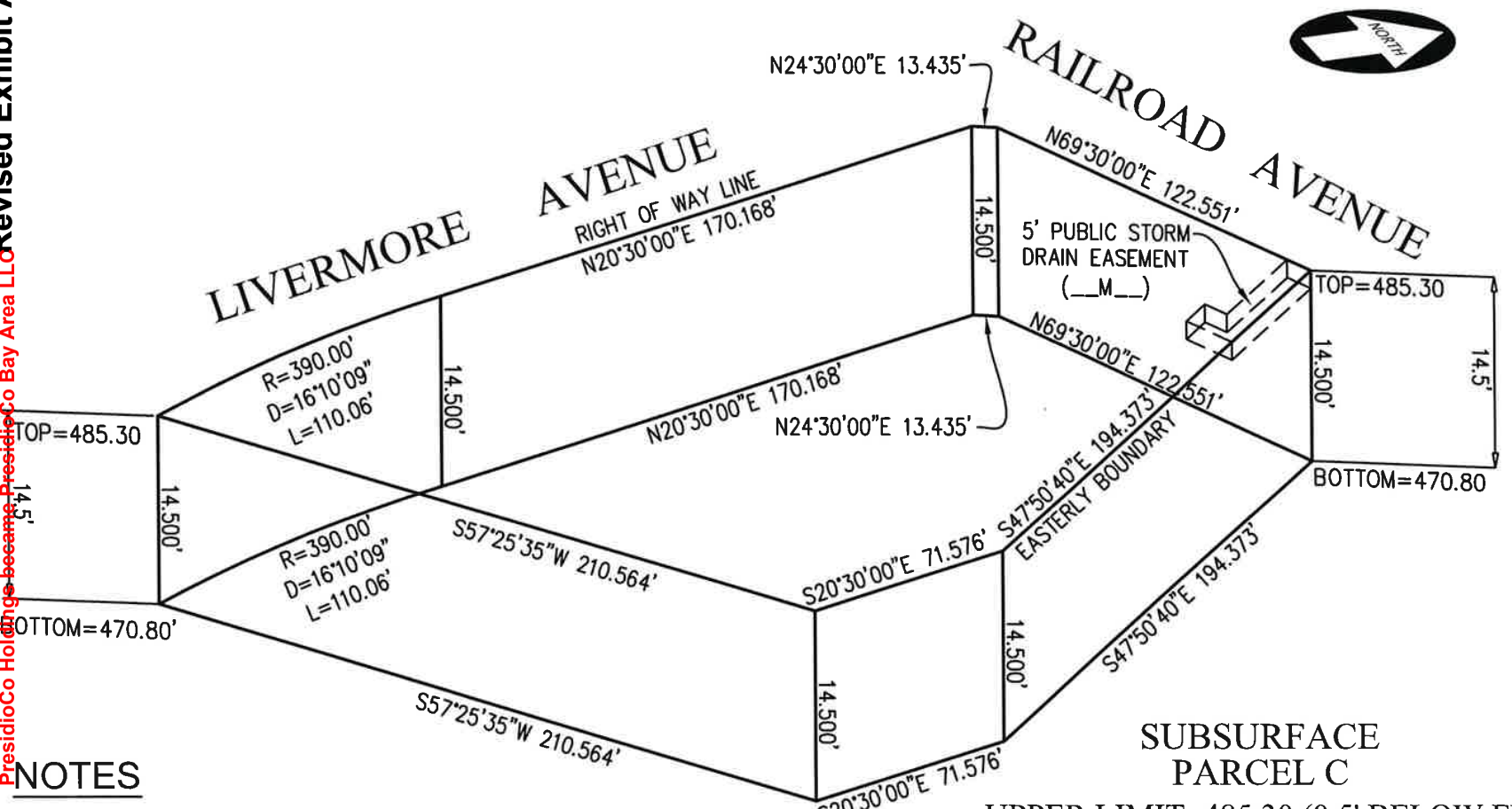
DATE	AUG 2018
SCALE	1" = 50'
BY	RJH
JOB NO.	A18527
SHEET	1 OF 1

EXHIBIT A SHEET 2 OF 3

Item 6.1

Revised Exhibit A

NOTE: The only change in the document is: PresidioCo Holdings became PresidioCo Bay Area LLC



NOTES

A PUBLIC ACCESS EASEMENT ENCUMBERS THE ENTIRE SUBSURFACE PARCEL C.

PARCEL A ENCOMPASSES ALL SIDES OF SUBSURFACE PARCEL C AND ABUTS PARCEL B, LIVERMORE AVENUE, RAILROAD AVENUE AND RESULTANT PARCEL 6. SEE SHEET 2 OF PARCEL MAP 9999.

SUBSURFACE PARCEL C

UPPER LIMIT=485.30 (0.5' BELOW FF)
LOWER LIMIT=470.80 (16.5' BELOW FF)
50,963± SF.
(1.1700± AC.)

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796
www.kierwright.com

PLAT - SUBSURFACE PARCEL C
PARCEL MAP 9999
LIVERMORE, CALIFORNIA

DATE	AUG 2018
SCALE	NOT TO SCALE
BY	RJH
JOB NO.	A18527
SHEET	1 OF 1

EXHIBIT A SHEET 3 OF 3

Hotel Standard

Developer shall develop a boutique hotel that meets or exceeds the standard of "Upscale" or "Upper Upscale" under the STR, Inc. Chain Scales Rating system or similar industry-recognized rating system. The Hotel is not required to be a branded hotel associated with a national chain and may instead be an independent hotel with a unique name and identity.

If the developer chooses to utilize a Brand for this Hotel, the choice of Brand is limited to those identified below, unless an alternative Brand is proposed in writing by the Developer and approved by the Livermore City Manager.

Hotel Brands

AC Hotels (Marriott)

Autograph Collection (Marriott)

Hilton Canopy

Curio Collection (Hilton)

Required Amenities

The amenities provided as part of the Hotel shall include a meeting room, roof-top open space/lounge area, swimming pool and interior bar/lounge, consistent with the entitlement approvals for this Project.

Interior Design Quality

The quality of the interior design of the hotel, including but not limited to the furnishings, beds, lighting, floor coverings, built in fixtures, linens, restrooms, bathtubs, showers, front desk, art, bar, other amenities and related components of the Hotel shall meet or exceed the quality and components provided by the Hotel Brands listed above as of the date of execution of this Agreement.

Required Review and Approval

Developer shall submit to the City a draft proposal demonstrating the quality of the interior design components proposed for the Hotel, no later than the date identified in the Schedule of Performance. This submittal shall include examples of the types of materials and components proposed for the Hotel interior and shall be comprised of a written description and photographic examples.

Prior to construction of the Hotel, and no later than the date specified in the Schedule of Performance, Developer shall submit to the City a Final Hotel Standards Proposal. This proposal shall provide detailed descriptions and photographic examples of the interior components of the Hotel, including but not limited to the furnishings, beds, lighting, floor

coverings, built in fixtures, linens, restrooms, bathtubs, showers, front desk, art, bar, other amenities and related components of the Hotel and shall demonstrate that they meet or exceed the quality demonstrated by the Hotel Brands listed above as of the date of the execution of this Agreement.

City shall select and contract with a Hotel consultant, whose fees shall be paid by Developer, to evaluate the components of the Final Hotel Standard Proposal and provide a finding as to whether the proposed Hotel components meet or exceed the standard of quality identified above. The consultant shall further provide recommendations on any changes that are needed to comply with these requirements.

If necessary, Developer shall revise and provide additional submittals until the City has determined, based on the recommendation of the Hotel consultant, that the Final Hotel Standards Proposal meets or exceeds the standard of quality identified above, demonstrated by the listed Hotel Brands as of the date of the execution of this Agreement. The Developer shall not begin construction of the Hotel until this condition has been satisfied.

JOINT SOLID WASTE FACILITY AGREEMENT MATERIAL TERMS

1. **Parties may include the following:** 2205 Railroad Avenue LLC ("Developer"), Bankhead Theater, First Street Mixed-Use Commercial Projects (East and West), Livermore Valley City Center Plaza, the Livermore Cinema, and the City of Livermore ("City").

2. **Developer Responsibilities.**

(a) The Developer shall be responsible for the design, construction, and ownership of the Joint Solid Waste Facility that will provide garbage, organics, and recyclable services for the Hotel, Bankhead Theater, First Street Mixed-Use Commercial Projects (East and West), Livermore Valley City Center Plaza, and the Livermore Cinema.

(b) Developer shall be responsible for all service, maintenance, operation, repair, replacement, and insurance of the Joint Solid Waste Facility.

(c) Developer shall be responsible for all coordination efforts with the participating property owners for the development of a solid waste disposal plan for the Joint Solid Waste Facility. The solid waste disposal plan shall be subject to approval by the City's Community Development Director.

(d) Developer is responsible for securing the participation of the users stated above in subparagraph (a) to join the Joint Solid Waste Facility Agreement to satisfy their individual solid waste disposal needs consistent with state, county, and local requirements. If after reasonable due diligence, the Developer is unable to secure all users agreement for the Joint Solid Waste Facility, the Developer shall be responsible to ensure that the Joint Solid Waste Facility provides waste disposal for all users stated above in subparagraph (a), including any users that are not parties to the Joint Solid Waste Facility Agreement, and that it is properly serviced, maintained, operated, repaired, and replaced, as necessary.

(e) The Joint Solid Waste Facility shall replace the temporary facility located south of the Hotel and north of the First Street Mixed-Use Commercial Project (West).

(f) The Developer shall maintain access to the temporary solid waste facility during the construction of the Project until such time as the Joint Solid Waste Facility is completed and operational. Once the Joint Solid Waste Facility is operational, the Developer shall remove the temporary solid waste facility and install new landscape and irrigation connected to the City's irrigation system at the location of the former temporary solid waste facility.

3. **Term of Agreement.** The term of the Joint Solid Facility Agreement ("Agreement") will commence prior to construction of the Hotel and shall run with the land.

4. **Use of Facility.** The Facility will be available to provide garbage, organics, and recyclables service for the Hotel, Bankhead Theater, First Street Mixed-Use Commercial Projects (East and West), Livermore Valley Center Plaza, and the Livermore Cinema.

EXHIBIT F

LEASE AND OPERATING AGREEMENT
2080 RAILROAD AVENUE

(The Parking Parcel)

THIS LEASE AGREEMENT ("Lease") dated as of this _____ day of _____, 2022, is made and entered into by and between 2205 Railroad Avenue LLC, a Delaware Limited Liability Company ("Lessor") and the City of Livermore, a municipal corporation ("City" or "Lessee").

RECITALS

A. Lessor desires to construct a four story approximately 65,000-75,000 square foot hotel, containing between 125-135 hotel rooms on City-owned parcels located on the southeast corner of South Livermore Avenue and Railroad Avenue in downtown Livermore (hereinafter "Hotel"). As part of the conditions of approval for the Hotel, Lessor is required to comply with the City's parking requirements for the Downtown Specific Plan.

B. Lessor owns that particular piece of real property located on the northwest corner of Railroad Avenue and North K Street in downtown Livermore commonly known as 2080 Railroad Avenue (APN 098-0282-009-00) as more particularly described in Exhibit A, attached hereto and incorporated herein. At the time construction of the Hotel is complete, Lessor intends to use the property as a valet parking lot to satisfy a portion of the City's parking requirements for the Hotel (hereinafter "Parking Parcel").

C. On_____, the City and Lessor entered into a Disposition, Development and Loan Agreement (the "DDLA") wherein the City made a loan to Developer to fund the acquisition of the Parking Parcel. Lessor has agreed to lease the Parking Parcel to City at no cost for use as a temporary surface public parking lot or public valet parking lot for a period of three years from the effective date of this Lease Agreement or the date when construction of the Hotel is at least 40 percent complete, whichever is earlier. However, at a minimum, the City shall be permitted to use the Parking Parcel until September 30, 2024. Upon satisfaction of these requirements, Lessor may terminate this Lease Agreement to allow Lessor to begin the construction of permanent parking improvements on the Parking Parcel.

D. Prior to the construction of permanent parking improvements on the Parking Parcel for the Hotel, City desires to lease from Lessor and Lessor desires to lease the Parking Parcel (hereinafter "Parking Parcel" or "Leased Premises") as more particularly shown as cross hatched on Exhibit A attached hereto and incorporated herein. The Leased Premises is approximately 33,695 square feet of vacant and undeveloped land.

E. The Lessor desires to lease the Leased Premises to City and City desires to lease from Lessor the Leased Premises on the terms and conditions contained in this Lease Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Leased Premises. Lessor leases to City and City leases from Lessor, the Leased Premises which consists of approximately 33,695 square feet of vacant and undeveloped land, as indicated on Exhibit A.

2. Possession; Delay in Delivery of Possession.

(a) Except as otherwise provided in this Lease, City agrees to accept possession of the Leased Premises in its existing "as is" condition, including, but not limited to, all patent and latent defects and subject to all applicable laws, ordinances, and regulations governing and regulating the use of the Parking Parcel and/or the Leased Premises and any recorded covenants, conditions, restrictions, easements, licenses, or right of ways.

(b) If Lessor, for any reason whatsoever, cannot deliver possession of the Leased Premises to City on or before the commencement date, this Lease Agreement shall not be void or voidable and no obligation of City shall be affected thereby, and neither Lessor nor Lessor's agents shall be liable to City for any loss or damage resulting therefrom.

3. Rent. As a condition of the loan from City to Lessor to purchase the Parking Parcel, Lessor agrees to lease the Leased Premises to the City at no cost for use as a temporary surface public parking lot and/or public valet parking lot. The no cost lease is a condition of the loan the City has provided to Lessor for the purchase of the Parking Parcel through the DDLA. City shall be responsible for all costs associated with the City's construction and maintenance of the minor improvements on the Leased Premises as set forth in Sections 6 and 7 of this Lease Agreement.

4. Term. This Lease Agreement shall commence on [date], 2022 ("Commencement Date") and terminate three years from the effective date of this Lease Agreement or the date when construction of the Hotel is at least 40% complete, whichever is earlier ("Term"). However, at a minimum, the City shall be permitted to use the Parking Parcel until September 30, 2024. Upon satisfaction of these requirements, Lessor may terminate this Lease Agreement to allow Lessor to begin construction of permanent parking improvements on the Leased Premises. This Lease Agreement shall supersede and replace any other lease between said parties, or their predecessors in interest, concerning the use of the Leased Premises, or any other space or area of the Leased Premises.

5. City's Use of Leased Premises.

(a) Use of Leased Premises. City shall only use the Leased Premises for the purpose of a temporary surface public parking lot, a public valet parking lot, or both.

(b) Rules Regarding Use. City shall observe and comply with the rules and regulations annexed to this Lease Agreement and, after notice of these rules, City's use of the Leased Premises shall be subject to the following rules:

(i) City shall not allow, authorize, or permit the Leased Premises, or any part thereof, to be used for any use or any illegal activity or purpose in violation of federal or state laws and/or ordinances, regulations and requirements of County, City, or any other enforcement authority.

(ii) City shall not commit, allow, or permit to be used for any offensive or improper use or nuisance, the Leased Premises which may unreasonably or unlawfully disturb or damage the Parking Parcel or Leased Premises.

(iii) City shall not leave or store any trash, garbage, or refuse of any kind in, on, or about the Leased Premises and shall cause any refuse, trash, or other waste deposited on the Leased Premises by any of its employees, agents, or representatives to be picked up and disposed of in the appropriate manner so as to keep the Leased Premises in a neat and clean condition.

(iv) City shall not use, commit, allow, or permit to be used or committed, any waste upon the Leased Premises.

(c) Hazardous Materials. City shall not cause or permit any Hazardous Materials to be permanently stored, used or disposed of in the Parking Parcel or Leased Premises, by City's agents, employees, contractors or invitees, without having obtained Lessor's prior, written consent. For purposes of this Lease Agreement, the following terms shall have the meanings set forth below:

"Hazardous Materials" shall mean any toxic or hazardous wastes, pollutants, materials or substances, including, without limitation, asbestos, PCB's, petroleum products, radioactive substances or their by-products, other substances defined or listed as "hazardous substances," "hazardous materials," "hazardous wastes" or "toxic substances in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C §§ 5101 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Toxic Substance Control Act of 1976, 15 U.S.C. §§ 2601 et seq.; any "toxic pollutant" under the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; any hazardous air pollutant under the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the California Hazardous Substance Account Act, California Health & Safety Code ("HSC") §§ 25300 et seq., the Hazardous Waste Disposal Land Use Act, HSC §§ 25100 et seq.; in or pursuant to or identified as causing cancer or reproductive toxicity in the California Safe Drinking Water & Toxic Enforcement Act of 1986, HSC §§ 25249.5 et seq.; and HSC §§ 25117, 25316; all as such laws may be amended; any hazardous or toxic substance, material, chemical, waste, or pollutant now or hereafter regulated under any other applicable Federal, State, or local environmental laws, without limitation; and any other matter in the nature thereof arising pursuant to the jurisdiction of any public agency.

"Hazardous Discharge" and "Contamination" shall mean the happening of any event involving an emission, spill, release, or discharge ("Release") into or upon (i) the air, (ii) soils or any improvements located thereon, (iii) surface or ground water, (iv) the sewer, septic system, or waste treatment, storage, or disposal system servicing the Premises, of

any Hazardous Material, or (v) any other matter in the nature thereof arising pursuant to the jurisdiction of any public agency.

"Environmental Laws" shall mean all applicable Federal, State, and local laws, ordinances, regulations, orders, procedures, policies, and directives of every kind and nature whatsoever pertaining to Hazardous Materials in, at, on, under, or from the Leased Premises or any portion thereof.

6. Minor Improvements. City may construct minor improvements on the Leased Premises which may include, but are not limited to, minor grading, installation of gravel or other suitable parking surface, driveway improvements, signage, and lighting necessary to provide a temporary surface public parking lot and/or public valet parking lot (the "Minor Improvements").

7. City Obligations.

(a) Services and Utilities. City shall provide basic electricity and power for the Leased Premises.

(b) Maintenance. Except as otherwise provided herein, City shall at its own cost and expense, maintain the Leased Premises and every part thereof, in good and sanitary order, condition, and repair. City shall be responsible for the cost of any and all repairs or maintenance to the Leased Premises, caused by negligent, careless, or willful acts of City, its employees, agents, equipment, or invitees.

8. Condition of Leased Premises. City represents and warrants that it has made a thorough and complete inspection of the Leased Premises using qualified consultants and experts of its own choosing, and the Leased Premises is suitable for a temporary surface public parking lot and/or public valet parking lot and in good and sanitary order, repair, and condition. City hereby accepts the Leased Premises in its present condition and, except as otherwise may be set forth herein, without representation or warranty by Lessor as to the condition of such Leased Premises or as to the use of the Leased Premises.

9. Construction and Repair.

(a) Mechanic's Lien. City shall pay, or cause to be paid, all costs and expenses for work done by City, or caused to be done by City, on the Leased Premises of a character which could result in any lien on the Parking Parcel, and City will keep the Parking Parcel free and clear of any mechanic's lien and/or other lien on account of work done for City or at its request.

Should any claims of lien be filed and/or recorded against the Parking Parcel, or any action affecting the title thereto commenced, City shall give Lessor written notice thereof as soon as it has knowledge of the action.

(b) Construction. City shall not build or construct any improvement, except for those set forth in Sections 6 and 7 above, or make any structural change, addition, or remodeling to the Leased Premises without the Lessor's prior written consent. In the event

that Lessor provides City with written consent, City shall at its own cost comply with any and all Federal, State, or local laws and/or regulations applicable to any such construction, alteration, or remodeling to or within the Leased Premises to upgrade them to satisfy current standards.

10. Destruction. If the Leased Premises is totally destroyed during the term of this Lease Agreement by fire, flood, earthquake, or other casualty, whether or not covered by insurance, this Lease Agreement shall terminate.

11. Condemnation. If all or part of the Leased Premises is taken by condemnation such that the Leased Premises is no longer usable for a temporary, surface public parking lot and/or public valet parking lot, this Lease Agreement shall terminate. City shall be entitled only to that portion of the proceeds of condemnation which is directly attributable to the value of City's interest in this Lease Agreement.

12. Compliance with Laws. City agrees to comply with all applicable zoning, municipal, county and state laws, ordinances and regulations governing the use of the Leased Premises. City agrees to secure and maintain throughout the Term and any Extended Term any federal, state or local licenses or permits required in order to use the Leased Premises for the temporary surface public parking lot and/or public valet parking lot. City's failure to do so shall be considered a material breach of this Lease Agreement. City is responsible for compliance with all Federal requirements for Minor Improvements, construction and or repair work outside of the Lessor's obligations.

13. Assignment.

(a) Prohibition Against Assignment and Encumbrance. This Lease Agreement and any rights or obligations of City hereunder shall not be sold, assigned, transferred, leased, assigned, sublet, conveyed, hypothecated either in whole or in part, or in any manner, without Lessor's prior written consent. The City shall not allow any other person or entity to occupy or use all or any part of the Property or Leased Premises without first obtaining Lessor's written consent. Consent to any assignment shall not constitute a further waiver of the provisions of this section.

(b) Involuntary Assignment. No interest of Lessee in this Lease Agreement shall be assignable by operation of law, including, without limitation, the transfer of this Lease Agreement by testacy or intestacy. Each of the following acts shall be considered an involuntary assignment:

(i) If City is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which City is the bankrupt party; or, if the City is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors;

(ii) If a writ of attachment or execution is levied on this Lease Agreement;

(iii) If, in any proceeding or action to which Lessee is a party, a receiver is appointed with authority to take possession of the Leased Premises.

(iv) An involuntary assignment shall constitute a default by City and Lessor shall have the right to elect to terminate this Lease Agreement, in which case this Lease Agreement shall not be treated as an asset of City.

(v) If a writ of attachment or execution is levied on this Lease Agreement, City shall have ten (10) days in which to cause the attachment or execution to be removed. If any involuntary proceeding in bankruptcy is brought against Lessee, or if a receiver is appointed, Lessee shall have sixty (60) days in which to have the involuntary proceeding dismissed or the receiver removed.

14. Taxes. Lessor shall pay during the term of this Lease Agreement, without abatement, deduction, or offset, any and all real and personal property taxes, general and special assessments, and other charges (including any increase caused by a change in the tax rate or by a change in assessed valuation) of any description levied or assessed during the term of this Lease Agreement by any governmental agency or entity on or against the Parking Parcel the Minor Improvements located on the Parking Parcel, personal property located on or in the Parking Parcel or Minor Improvements, and the leasehold interest created by this Lease Agreement.

15. Lessor Refinancing. City is aware that Lessor is leasing its interest in the Leased Premises to City and that Lessor's leasehold interest in the Leased Premises is related to an outstanding lease financing. City agrees that it will use best efforts to cooperate with Lessor in connection with a refinancing of the outstanding lease financing, including executing any estoppel, consent, and other similar documents requested by the Lessor.

16. Indemnity. City agrees to and shall defend, indemnify, protect and hold harmless Lessor, its officers, directors, employees and agents harmless from and against any and all loss, damage, injury, accident, casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property arising from or related to any act or omission of City, its employees, agents or contractors, the City's use of the Leased Premises, the City's installation and maintenance of Minor Improvements on the Leased Premises, or as a result of this Lease Agreement. To the greatest extent by law, City waives all claims or demands against Lessor for any loss, damage, or injury to City or City's property in connection with this Lease Agreement or the operation or use of the City's property by City or its agents, servants or contractors or employees and agrees to so indemnify and hold Lessor harmless.

17. Insurance. For the duration of this Lease Agreement, City shall procure and maintain, at its own cost, insurance in the amounts and under the terms set forth in Exhibit B attached hereto against claims for injuries to persons or damages to property which may arise from or in connection with this Lease Agreement.

18. Termination.

(a) Termination for Cause. In the event City engages in, or permits any other person to engage in, any illegal activities in, on, or about the Parking Parcel, or the Leased Premises, whether with or without a criminal conviction, Lessor shall have the right to immediately terminate this Lease Agreement and demand City surrender the Leased Premises.

Except for immediate termination as provided for in this Lease Agreement, should City at any time during the term of this Lease Agreement be in default in the performance of any of the terms, conditions, rules, covenants, or requirements herein contained or otherwise agreed to by the parties, including the rules and regulations established by Lessor regarding the use of, or access to, the Parking Parcel and Leased Premises, and should such default continue for thirty (30) days after written notice thereof from Lessor to City specifying the particulars of such default, or should City vacate or abandon the Leased Premises, then in any such event it shall be at the option of the Lessor, the Lessor's right to declare this Lease Agreement terminated and re-enter the Leased Premises and take possession thereof and remove City's fixtures and furnishings, and City shall have no further claim thereon or hereunder.

(b) Lessor's remedies in this section shall be in addition and supplemental to any and all other rights or remedies which Lessor may have pursuant to this Lease Agreement and/or under the law.

19. Default. Any of the following events or occurrences shall constitute a material breach of this Lease Agreement by City and, after the expiration of any applicable grace period, shall constitute an event of default (each an "Event of Default"):

(a) The failure by City to perform any obligation under this Lease Agreement, which by its nature City has no capacity to cure;

(b) The failure by City to perform any other obligation under this Lease Agreement, if the failure has continued for a period of ten (10) days after Lessor demands in writing that City cure the failure. If, however, by its nature the failure cannot be cured within ten (10) days, City may have a longer period as is necessary to cure the failure, but this is conditioned on City's promptly commencing to cure within the ten (10) day period and thereafter completing the cure within thirty (30) days after Lessor demands in writing that City cure the failure. City shall indemnify and defend Lessor against any liability, claim, damage, loss, or penalty that may be threatened or may in fact arise from that failure during the period the failure is uncured;

(c) Any of the following: a general assignment by City for the benefit of City's creditors; any voluntary filing, petition, or application by City under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment, vacation, or surrender of the Leased Premises by Lessee without Lessor's prior written consent; or the dispossession of City from the Leased Premises (other than by Lessor) by process of law or otherwise;

(d) The abandonment of the Leased Premises by City.

20. Remedies. Upon the occurrence of an Event of Default, Lessor may pursue all rights or remedies available to Lessor at law or in equity.

21. Waiver. Any express or implied waiver of a breach of any term of this Lease Agreement shall not constitute a waiver of any further breach of the same or other term of this Lease Agreement; and the acceptance of rent shall not constitute a waiver of any breach of any term of this Lease Agreement, except as to the payment of rent accepted.

22. Surrender of Leased Premises. Upon the expiration of this Lease Agreement, or no later than ten (10) days after its termination, City shall surrender the Leased Premises to Lessor, and all improvements and alterations thereto, in good condition except for ordinary wear and tear occurring after the last necessary maintenance made by City and/or destruction to the Leased Premises covered by Section 10 of this Lease Agreement.

Lessor may elect to retain or dispose of in any manner any alterations, improvements, fixtures, or furnishings that City does not remove from the Leased Premises on expiration or termination of the Lease Agreement by giving at least ten (10) days' notice to City. Title to any such improvements, alterations, fixtures, or furnishings that Lessor elects to retain or dispose of on expiration of the ten (10) day period shall vest in Lessor. City waives all claims against Lessor for any damage to City resulting from Lessor's retention or disposition of any such improvements, alterations, fixtures, or furnishings. City shall be liable to Lessor for Lessor's costs for storing, removing, and disposing of any improvements, alterations, fixtures, or furnishings.

23. Entry by Lessor. City shall permit Lessor, its officers, employees, and agents to enter into and upon the Leased Premises upon reasonable notice for the purpose of inspecting the Leased Premises, enforcing the rules and regulations under this Lease Agreement, and the posting of such legal notices as Lessor may deem necessary or convenient.

(a) Lessor and its agents may enter the Leased Premises at any reasonable time upon reasonable notice to City, or immediately in the case of an emergency, for the purpose of: (i) inspecting the Leased Premises; (ii) posting notices of nonresponsibility; (iii) supplying any service to be provided by Lessor to City; (iv) showing the Leased Premises to prospective purchasers, mortgagees, or tenants; (v) making necessary alterations, additions, or repairs as required by this Lease Agreement or to otherwise perform Lessor's duties under this Lease Agreement; (vi) determining whether City is complying with the terms of this Lease Agreement; (vii) performing City's obligations when City has failed to do so after written notice from Lessor, if required by the terms of this Lease Agreement; (viii) placing on the Leased Premises ordinary for lease signs or for sale signs; (ix) doing of other lawful acts that may be necessary to protect Lessor's interest in the Leased Premises under this Lease Agreement; and (x) responding to an emergency.

(b) Lessor shall have the right to use any means Lessor deems necessary and proper to enter the Leased Premises in an emergency. Any entry into the Leased Premises

obtained by Lessor in accordance with this section shall not be a forcible or unlawful entry into, or a detainer of, the Leased Premises, or an eviction, actual or constructive, of City from the Leased Premises, nor shall such entry give rise to a claim for rent abatement.

24. Notices. Wherever in this Lease Agreement it shall be required or permitted that notice or demand be given or served by either party to this Lease Agreement to or on the other, such notice or demand shall be given or served in writing and forwarded by registered mail, addressed as follows, though any party may change such address or contact person by written notice by registered mail to the other:

City: Community Development Director
City of Livermore
1052 South Livermore Avenue
Livermore, California 94550

Lessor: 2205 Railroad Avenue LLC
A Delaware limited liability company

Attn:
262 Glorietta Boulevard
Orinda, California, 9456

25. Holding Over. Any holding over without the Lessor's prior written consent shall be prohibited.

26. Modification. This Lease Agreement may only be modified or amended by written agreement signed by both parties hereto.

27. General Provisions.

(a) Time of Essence. Time is of the essence for each provision of this Lease Agreement.

(b) Relationship of the Parties. Nothing contained in this Lease Agreement shall be deemed or construed by the parties or by a third party to create the relationship of principal and agent, and/or of partnership, and/or of joint venture, and/or of any association between the parties, other than the relationship of Lessor and Lessee.

(c) Entire Agreement. This instrument, including any attachments hereto, constitutes the entire agreement of the parties relating to the subject matter of this Lease Agreement and correctly sets forth the rights, duties, and obligations of each party to the other, but this Lease Agreement does not supersede any provision in the DDLA.

(d) Partial Invalidity. If any provision or portion of this Lease Agreement shall be deemed invalid, it is agreed that such invalidity shall affect only such provision or portion thereof, and the remainder of this Lease Agreement shall remain in force and effect.

(e) California Law. This Lease Agreement shall be governed by and construed in accordance with the laws of the State of California.

(f) Review of Lease. Each party to this Lease Agreement declares that prior to the execution of this Lease Agreement, each party had the opportunity to seek the independent advice of counsel and that they apprised themselves of sufficient relevant information in order that they might intelligently exercise their own judgment in deciding whether to execute this Lease Agreement. Each party agrees that they have completely read and understood the Lease Agreement, know the contents thereof, and have signed the Lease Agreement of their own free will and free of any duress. No single party has drafted this Lease Agreement and it shall not be interpreted against any party as the drafting party.

(g) Performance Excused. The parties shall be excused from performance, as hereunder agreed to, if such performance is rendered impossible, impractical, or unreasonably difficult by, but not limited to, any strike, lockout, labor disturbance of any kind, civil commotion, war, acts of terrorism, shortage of any supply or labor, shortage of water, weather, act of government authority, enactment or change in laws or regulations, breakdown of facilities or any cause outside of the parties' control.

(h) Mutual Termination. This Lease Agreement may be terminated at any time concerning the rights and responsibilities of the parties who, between them, agree to such a termination.

(i) Headings. The headings used in this Lease Agreement are intended for reference only and do not define or limit the scope or meaning of any provision of this Lease Agreement.

(j) Waiver. A term or condition of this Lease Agreement may be waived at any time by the party entitled to the benefit thereof, but no such waiver shall affect the right of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or of any other term or condition. City shall not be excused from complying with any of the terms and conditions of this Lease Agreement by any failure of the City upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

(k) Attachments. All attachments referred to in and attached to this Lease Agreement are incorporated by reference as though set forth in full.

(l) Attorney's Fees and Costs. If either party commences an action against the other party to enforce this Lease Agreement, the prevailing party is entitled to reasonable attorney's fees, costs of suit, investigation costs and discovery costs, including costs of appeal.

************Signatures and Attachment List On Next Page************

IN WITNESS WHEREOF, the parties to this Lease Agreement have executed this Lease Agreement as of the dates set forth below.

2205 Railroad Avenue LLC
A Delaware limited liability company

By: PresidioCo Bay Area LLC
A Delaware limited liability company
its manager

Lessor
By: _____
[Signer's Name]
[Signer's Title]

Dated: _____

City or Lessee

City of Livermore
A Municipal Corporation

By: _____
Marc Roberts
City Manager

Dated: _____

Approved as to Form:

By: _____
Assistant/City Attorney

Attachments:
Exhibit A – Real Property Site Plan – Parking Parcel
Exhibit B – Insurance Requirements

NOTE: The only change in the document is:
PresidioCo Holdings became PresidioCo Bay Area LLC

EXHIBIT A

REAL PROPERTY SITE PLAN - PARKING PARCEL

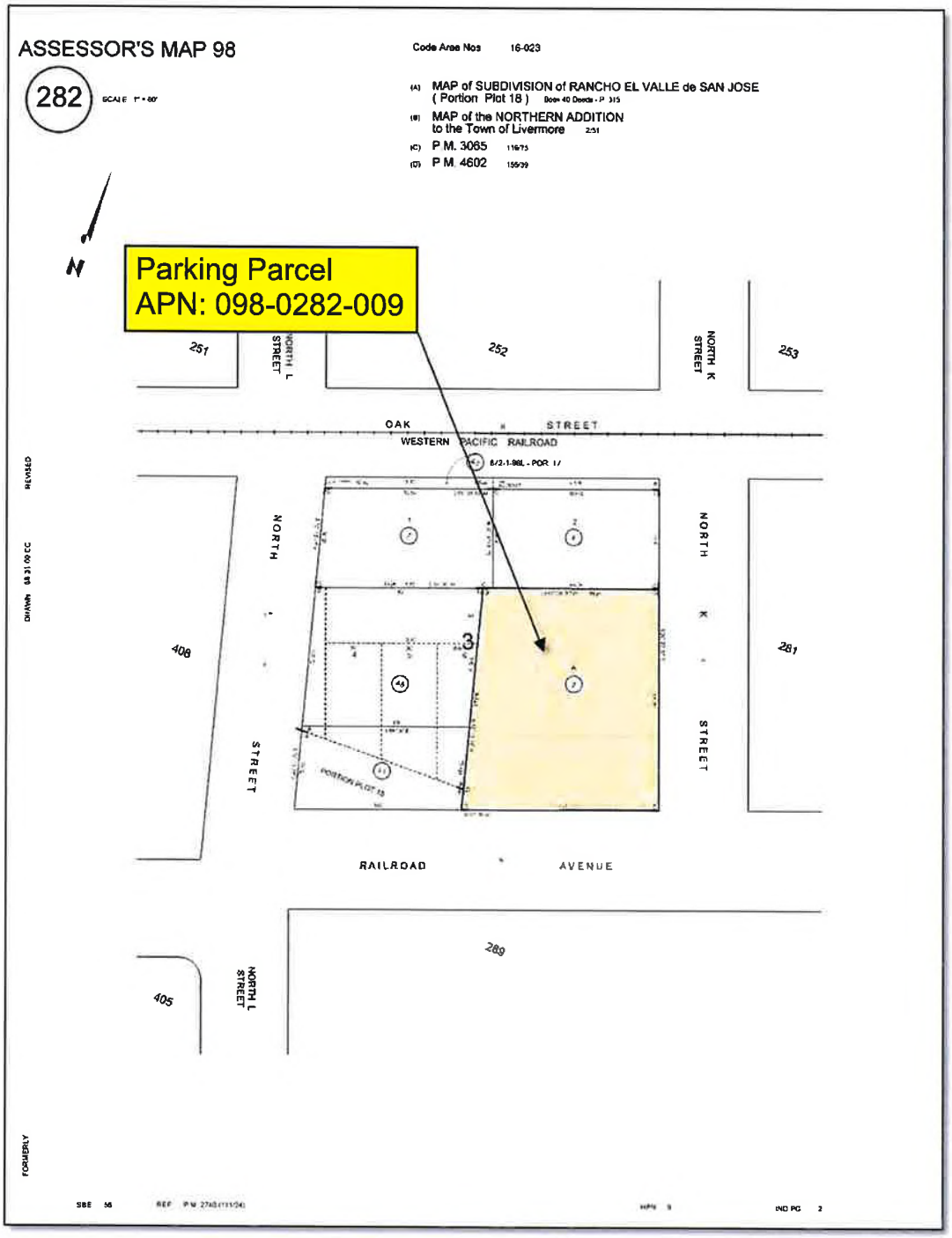


Exhibit B – Insurance Requirements
(Insurance to be provided at time of execution of Lease Agreement)

PLEASE PLACE RECORDER LABEL BELOW THIS LINE

Recording Requested By &
Return to:

City of Livermore
City Clerk's Office
1052 So. Livermore Ave.
Livermore, CA 94550

No fee for recording
pursuant to Government
Code section 27383

A.P.N.: 098-0407-031-00, 098-0407-033-00, and 098-0282-009-00

MEMORANDUM OF DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT

THIS MEMORANDUM OF DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT ("Memorandum") is made as of _____, 2022, by and between the 2205 Railroad Avenue LLC, a Delaware limited liability company (the "Developer"), and the City of Livermore (the "City"), to confirm that the City and Developer are parties to that certain Amended and Restated Disposition, Development and Loan Agreement between the City and the Developer dated as of _____, 2022, as may be amended from time-to-time (the "DDLA"). The DDLA concerns the sale of real property in Livermore, California, and a site acquisition loan for the purchase of property in Livermore, California, which property is described in the attached Exhibits A and J and the development of a four-story approximately 65,000-75,000 square foot hotel containing between 125-135 rooms, approximately 1,400-2,000 square feet of economically viable meeting space, a roof-top public open space and related hotel amenities and improvements (the "Project") on the Property identified in Exhibit A and the use of the Parking Parcel identified in Exhibit J to satisfy a portion of the parking requirements identified in the conditions for approval for the Project. (The Exhibits to this Memorandum have been marked to be consistent with the Exhibits to the DDLA.)

The DDLA is a public document and may be reviewed at and in the office of the City Clerk for the City of Livermore.

This Memorandum is solely for recording purposes and shall not be construed to alter, modify, amend, or supplement the DDLA, of which this is a memorandum. In the event, and to the extent that, that any of the terms or provisions of this Memorandum are inconsistent with the terms or provisions of the DDLA, the provisions of the DDLA shall govern and prevail.

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum and the DDLA by duly authorized representatives, all on the date first written above.

DATE:

BORROWER:

2205 RAILROAD AVENUE LLC,
a Delaware limited liability company

By:PresidioCo Bay Area LLC,
a Delaware limited liability company,
Its: Manager

By: _____

Name: _____

Title: _____

DATE:

CITY:

CITY OF LIVERMORE,
a municipal corporation

By: _____

Name: Marc Roberts

Title: City Manager

APPROVED AS TO FORM:

By: _____
Assistant/City Attorney

ACKNOWLEDGMENT

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

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

LEGAL DESCRIPTION HOTEL PARCEL

PARCEL A & SUBSURFACE PARCEL C – PARCEL MAP 9999

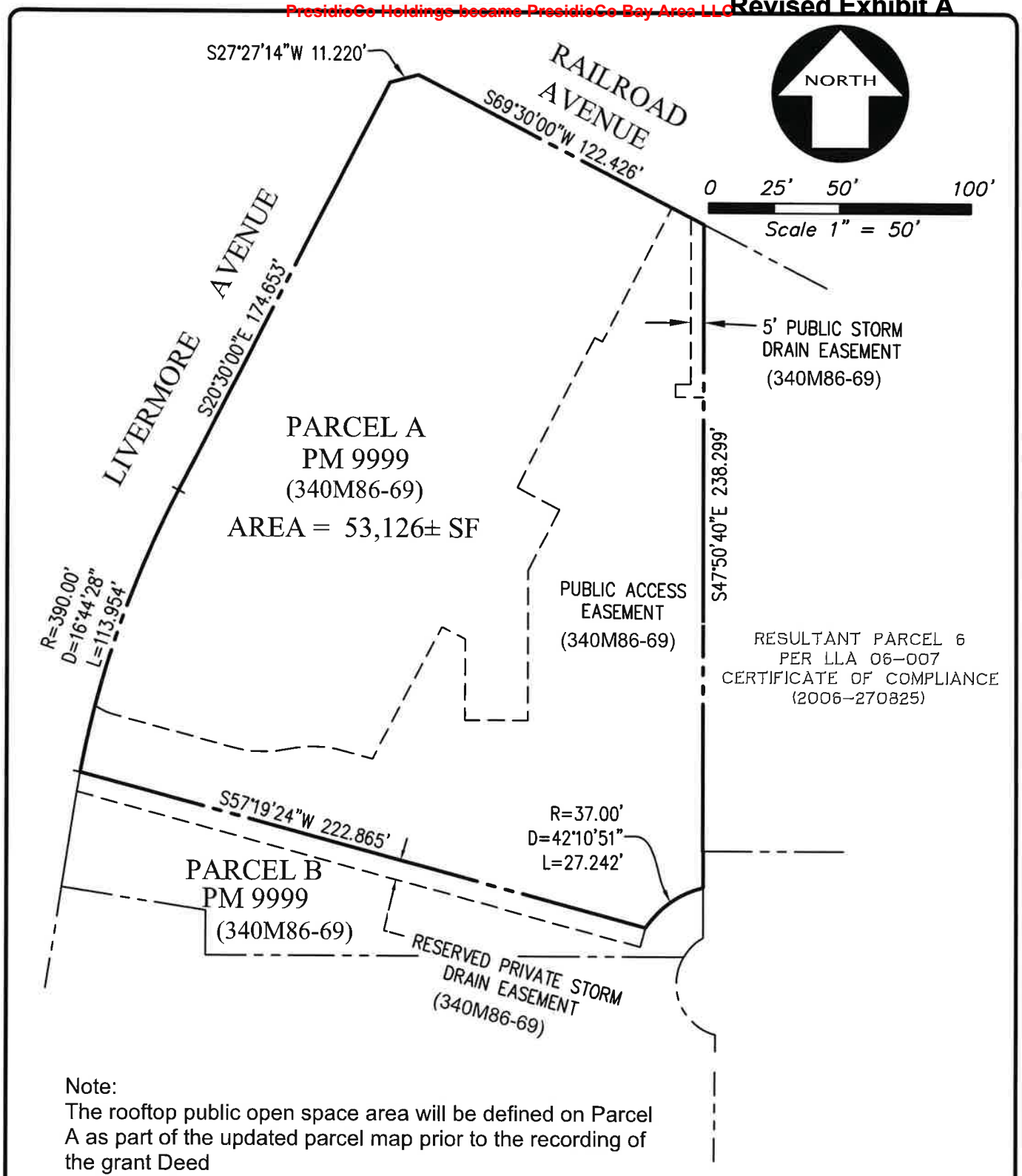
REAL PROPERTY SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL A AND SUBSURFACE PARCEL C, OF PARCEL MAP NO. 9999, RECORDED
October 3, 2018, IN BOOK 340 OF MAPS AT PAGES 86-89, ALAMEDA COUNTY RECORDS.

PARCEL A CONTAINING 53,126 SQUARE FEET OF LAND MORE OR LESS

SUBSURFACE PARCEL C CONTAINING 50,963 SQUARE FEET OF LAND MORE OR LESS

NOTE: The only change in the document is:
~~PresidioCo Holdings became PresidioCo Bay Area LLC~~



Note:
The rooftop public open space area will be defined on Parcel A as part of the updated parcel map prior to the recording of the grant Deed

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796
www.kierwright.com

PLAT - PARCEL A
PARCEL MAP 9999
LIVERMORE, CALIFORNIA

DATE	AUG 2018
SCALE	1" = 50'
BY	RJH
JOB NO.	A18527
SHEET	1 OF 1

EXHIBIT A SHEET 2 OF 3

NOTE: The only change in the document is:
PresidioCo Holdings became PresidioCo Bay Area LLC

Revised Exhibit A

NOTES

A PUBLIC ACCESS EASEMENT ENCUMBERS THE ENTIRE SUBSURFACE PARCEL C.

PARCEL A ENCOMPASSES ALL SIDES OF SUBSURFACE PARCEL C AND ABUTS PARCEL B, LIVERMORE AVENUE, RAILROAD AVENUE AND RESULTANT PARCEL 6. SEE SHEET 2 OF PARCEL MAP 9999.

SUBSURFACE PARCEL C

UPPER LIMIT=485.30 (0.5' BELOW FF)
LOWER LIMIT=470.80 (16.5' BELOW FF)
50,963± SF.
(1.1700± AC.)

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road
Livermore, California 94551
www.kierwright.com
Phone (925) 245-8788
Fax (925) 245-8796

PLAT - SUBSURFACE PARCEL C
PARCEL MAP 9999
LIVERMORE, CALIFORNIA

DATE	AUG 2018
SCALE	NOT TO SCALE
BY	RJH
JOB NO.	A18527
SHEET	1 OF 1

EXHIBIT A SHEET 3 OF 3

NOTE: The only change in the document is:
PresidioCo Holdings became PresidioCo Bay Area LLC

Exhibit J Parking Parcel Description

(Legal Description of Parking Parcel to be provided by Developer upon purchase of property)

PARCEL MAP 9999

CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

A RESUBDIVISION OF RESULTANT PARCEL 7 PER LOT LINE ADJUSTMENT 06-007, RECORDED JULY 12, 2006 AS INSRUMENT No. 2006270825 AND AS FURTHER DESCRIBED IN GRANT DEED RECORDED JANUARY 13, 2017, UNDER SERIES No. 2017011568; GRANT DEED RECORDED JANUARY 13, 2017, UNDER SERIES No. 2017011570; AND GRANT DEED RECORDED OCTOBER 24, 1989 UNDER SERIES No. 89-286823

BY THE
CITY OF LIVERMORE
COMMUNITY DEVELOPMENT DEPARTMENT
SEPTEMBER 2018

OWNER'S STATEMENT

THE UNDERSIGNED, HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LANDS DELINEATED WITHIN THE BOUNDARY LINES UPON THE HEREIN EMBRACED MAP ENTITLED "PARCEL MAP 9999, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA" CONSISTING OF FOUR (4) SHEETS, THIS STATEMENT BEING ON SHEET ONE (1) THEREOF; THAT THEY HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD AND DO CONSENT TO THE MAKING AND FILING OF SAID MAP; THAT SAID MAP DOES PARTICULARLY SET FORTH AND DESCRIBE ALL PARCELS OF LAND SO RESERVED FOR PUBLIC PURPOSES BY THEIR BOUNDARY COURSES AND EXTENT.

AND THE UNDERSIGNED HEREBY DEDICATES TO THE PUBLIC THOSE PORTIONS OF PARCEL A AND PARCEL B WITHIN THE BOUNDARIES OF LIVERMORE AVENUE RIGHT OF WAY DEDICATION AND RAILROAD AVENUE RIGHT OF WAY DEDICATION, AS SHOWN AND EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP FOR THE USES AND PURPOSES OF PUBLIC HIGHWAYS.

AND THE UNDERSIGNED HEREBY DEDICATES TO THE PUBLIC FOREVER THE RIGHT TO CONSTRUCT AND MAINTAIN PUBLIC UTILITIES AND APPURTENANCES THERETO UNDER, ON AND OVER THAT CERTAIN PORTION OF PARCEL B SHOWN UPON SAID MAP AS "P.U.E." (PUBLIC UTILITY EASEMENT) THEREON, ALL AS EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP AND THE RIGHT TO ENTER UPON SAID STRIPS AND/OR PARCEL OF LAND FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING AND REPAIRING SAID PUBLIC UTILITIES AND APPURTENANCES THERETO.

AND THE UNDERSIGNED HEREBY DEDICATES TO THE PUBLIC FOREVER THE RIGHT TO CONSTRUCT AND MAINTAIN STORM DRAINS AND THE APPURTENANCES THERETO UNDER, ON, AND OVER THOSE CERTAIN PORTIONS OF LAND SHOWN UPON SAID MAP AS (P.S.D.E) STORM DRAIN EASEMENT THEREON, ALL AS EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP, TOGETHER WITH THE RIGHT TO ENTER UPON SAID STRIPS OF LAND FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING AND REPAIRING SAID STORM DRAINS AND ANY APPURTENANCES THERETO.

AND THE UNDERSIGNED HEREBY DEDICATES TO THE PUBLIC FOREVER THE RIGHT TO CONSTRUCT AND MAINTAIN FACILITIES (INCLUDING SIDEWALKS, PAVING AND LANDSCAPING) AND ANY APPURTENANCES THERETO UNDER, ON AND OVER THOSE CERTAIN PORTIONS OF PARCEL A, AND ALL OF PARCELS B AND C, SHOWN AND UPON SAID MAP AS "P.A.E." (PUBLIC ACCESS EASEMENT) THEREON, ALL AS EMBRACED WITHIN THE BOUNDARY LINES UPON SAID PARCEL OF LAND FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING AND REPAIRING SAID FACILITIES (SIDEWALKS, PAVING AND LANDSCAPING) AND ANY APPURTENANCES THERETO TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OF THE PUBLIC FOR PEDESTRIAN AND VEHICLE ACCESS AND USES.

THE UNDERSIGNED HEREBY RESERVES AN EASEMENT TO CONSTRUCT AND MAINTAIN STORMDRAINS, BIO-TREATMENT SWALES, AND APPURTENANCES THERETO, UNDER, ON, AND OVER THAT PORTION OF PARCEL B SHOWN UPON SAID MAP AS (Pr.S.D.E.) PRIVATE STORMDRAIN EASEMENT THEREON, ALL AS EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP, TOGETHER WITH THE RIGHT TO ENTER UPON SAID PORTION OF PARCEL B FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING, AND REPAIRING SAID FACILITIES (STORMDRAINS, BIO-TREATMENT SWALES) AND APPURTENANCES THERETO.

THIS MAP SHOWS OR NOTES ALL EASEMENTS, EXISTING OR OF RECORD WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP.

OWNERS: CITY OF LIVERMORE, A MUNICIPAL CORPORATION.

BY: Marc Roberts
MARC ROBERTS, CITY MANAGER OF THE CITY OF LIVERMORE

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) S.S.

ON 9-17-18 2018 BEFORE ME, Amber C. Calkins, Notary Public
PERSONALLY APPEARED MARC ROBERTS, 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 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.

SIGNATURE: Amber C. Calkins
PRINT NAME: Amber C. Calkins
MY COMMISSION NUMBER: 2173174
MY COMMISSION EXPIRES: 1-13-2021
PRINCIPAL COUNTY OF BUSINESS: Alameda

CITY ENGINEER'S STATEMENT

I, CHERI R. SHEETS, CITY ENGINEER OF THE CITY OF LIVERMORE, ALAMEDA COUNTY, STATE OF CALIFORNIA, HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP 9999, CITY OF LIVERMORE, ALAMEDA COUNTY, STATE OF CALIFORNIA", AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP (IF ANY) AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE STATE LAWS AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

Cheri R. Sheets
CHERI R. SHEETS, R.C.E. NO.38751
EXPIRES ON MARCH 31, 2019
CITY ENGINEER, CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

9/5/18
DATE

REGISTERED PROFESSIONAL ENGINEER · CHERI R. SHEETS · No. 38751 · exp. 3/31/19 · CIVIL · STATE OF CALIFORNIA

I, LAWRENCE K. SAMPSON, A LICENSED SURVEYOR FOR THE CITY OF LIVERMORE, ALAMEDA COUNTY, STATE OF CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP 9999, CITY OF LIVERMORE, ALAMEDA COUNTY, STATE OF CALIFORNIA", AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

Lawrence K. Sampson
LAWRENCE K. SAMPSON
P.L.S. 4238, EXP. 6/30/2020

9/06/18
DATE

LICENSED LAND SURVEYOR · LAWRENCE K. SAMPSON · Exp. 6/30/20 · 4238 · STATE OF CALIFORNIA

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE OK OF THE CITY OF LIVERMORE IN MAY, 2018. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

I FURTHER STATE THAT "PARCEL MAP 9999, CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA" IS A SUBDIVISION INTO PARCELS OF LAND CONTAINING 1.426 ACRES, MORE OR LESS.

Joseph D. Thompson
JOSEPH D. THOMPSON
P.L.S. 8121, EXP. 12/31/2018

2/14/18
DATE

LICENSED LAND SURVEYOR · JOSEPH D THOMPSON · No. 8121 · Exp. 12-31-18 · STATE OF CALIFORNIA

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT

PARCEL MAP 9999 CONFORMS WITH THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND WAS PROCESSED IN ACCORDANCE WITH THE SUBDIVISION MAP ACT SECTION 66428(b).

Paul Spence
PAUL SPENCE
DIRECTOR OF COMMUNITY DEVELOPMENT
CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

9/7/18
DATE

CITY CLERK'S STATEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) S.S.

ON THIS 7th DAY SEPTEMBER 2018 BEFORE ME, SARAH BUNTING, CITY CLERK, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, PERSONALLY APPEARED PAUL SPENCE PERSONALLY KNOWN TO ME TO BE THE DIRECTOR OF COMMUNITY DEVELOPMENT OF THE CITY OF LIVERMORE, AND IS THE PERSON AUTHORIZED BY THE CITY OF LIVERMORE MUNICIPAL CODE TO APPROVE THIS PARCEL MAP WAIVER.

I FURTHER CERTIFY THAT THE INTEREST IN ALL THOSE PARCELS OF LANDS, EASEMENTS AND OTHER LEGAL INTERESTS IN LAND OFFERED FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFERS, IS HEREBY ACCEPTED BY THE UNDERSIGNED CITY CLERK ON BEHALF OF THE CITY COUNCIL PURSUANT TO AUTHORITY CONFERRED BY RESOLUTION NO. 1-65 OF THE CITY COUNCIL ADOPTED ON JANUARY 4, 1965.

NOTE: PER SECTION 6699.20.2, THE FILLING OF THIS MAP SHALL CONSTITUTE THE VACATION AND ABANDONMENT OF THE UNRECORDED STORM DRAIN EASEMENT ACROSS THE CENTRAL PORTION OF PARCEL "A", AS CERTIFIED HERETO BY THE CITY CLERK OF THE CITY OF LIVERMORE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 17th DAY OF September 2018.

SARAH BUNTING
CITY CLERK AND CLERK OF THE CITY COUNCIL
CITY OF LIVERMORE, ALAMEDA COUNTY, STATE OF CALIFORNIA

CLERK OF THE BOARD OF SUPERVISOR'S STATEMENT

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) S.S.

I, ANIKA CAMBELL-DELTON, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, HEREBY STATE, AS CHECKED BELOW THAT:

[ ] AN APPROVED BOND HAS BEEN FILED WITH THE SUPERVISORS OF THE SAID COUNTY AND STATE IN THE AMOUNT OF $_____, CONDITIONED FOR THE PAYMENT OF ALL THE TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH ARE NOW A LIEN AGAINST SAID LAND OR ANY PART THEREOF BUT NOT YET PAYABLE, AND WAS DULY APPROVED BY SAID BOARD IN SAID AMOUNT.

[ ] ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID, AS CERTIFIED BY THE TREASURER-TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

[✓] EXEMPT

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 2nd DAY OF October A.D. 2018.

ANIKA CAMBELL-DELTON
CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA

Anika Campbell-Delton
BY: DEPUTY COUNTY CLERK

BOARD OF SUPERVISORS · ALAMEDA COUNTY, CAL.

COUNTY RECORDER'S STATEMENT

FILED THIS 3rd DAY OF October 2018
AT 12:45 P.M., IN BOOK 340 OF MAPS AT PAGES 84-89 INCLUSIVE, RECORDERS SERIES
NO 2018192226 AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.
FEE $ 89.00 PAID

STEVE MANNING
COUNTY RECORDER IN AND FOR THE
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: K. Sam
DEPUTY COUNTY RECORDER

SHEET 1 OF 4 SHEETS

EXHIBIT I SHEET 1 OF 4

Parcel Map 9999

NOTE: The only change in the document is:
PresidioCo Holdings became PresidioCo Bay Area LLC

Item 6.1
Revised Exhibit A

Parcel Map 9999

NOTE: The only change in the document is:
PresidioCo Holdings became PresidioCo Bay Area LLC

Map 9999

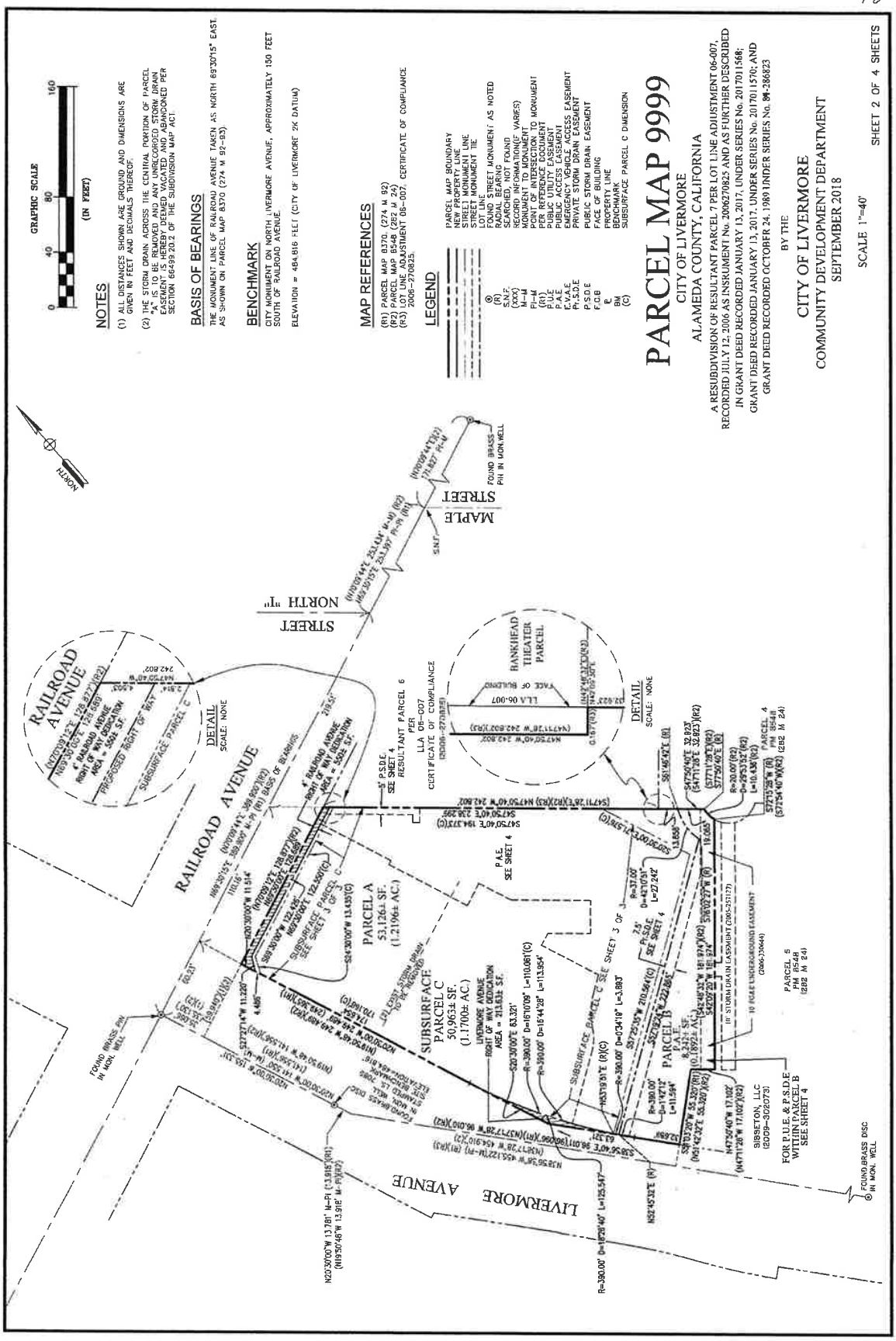


EXHIBIT I SHEET 2 OF 4

NOTE: The only change in the document is:
PresidioCo Holdings became PresidioCo Bay Area LLC

Parcel Map 9999 Map Bk Pg

PARCEL MAP 9999

CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

A RESUBDIVISION OF RESULTANT PARCEL 7 PER LOT LINE ADJUSTMENT 06-407, RECORDED JULY 12, 2006 AS INSRUMENT No. 2006270825 AND AS FURTHER DESCRIBED IN GRANT DEED RECORDED JANUARY 13, 2017, UNDER SERIES No. 2017011568; GRANT DEED RECORDED JANUARY 13, 2017, UNDER SERIES No. 2017011570, AND GRANT DEED RECORDED OCTOBER 24, 1989 UNDER SERIES No. 89-286823

BY THE
CITY OF LIVERMORE
COMMUNITY DEVELOPMENT DEPARTMENT
SEPTEMBER 2018

SHEET 3 OF 4 SHEETS

NOTES
A. PUBLIC ACCESS EASEMENT ENCUMBERS THE ENTIRE SUBSURFACE PARCEL C.
PARCEL A ENCOMPASSES ALL SIDES OF SUBSURFACE PARCEL C AND ABUTS PARCEL B, LIVERMORE AVENUE RAILROAD AVENUE AND RESULTANT PARCEL 6 SEE SHEET 2

NOT TO SCALE

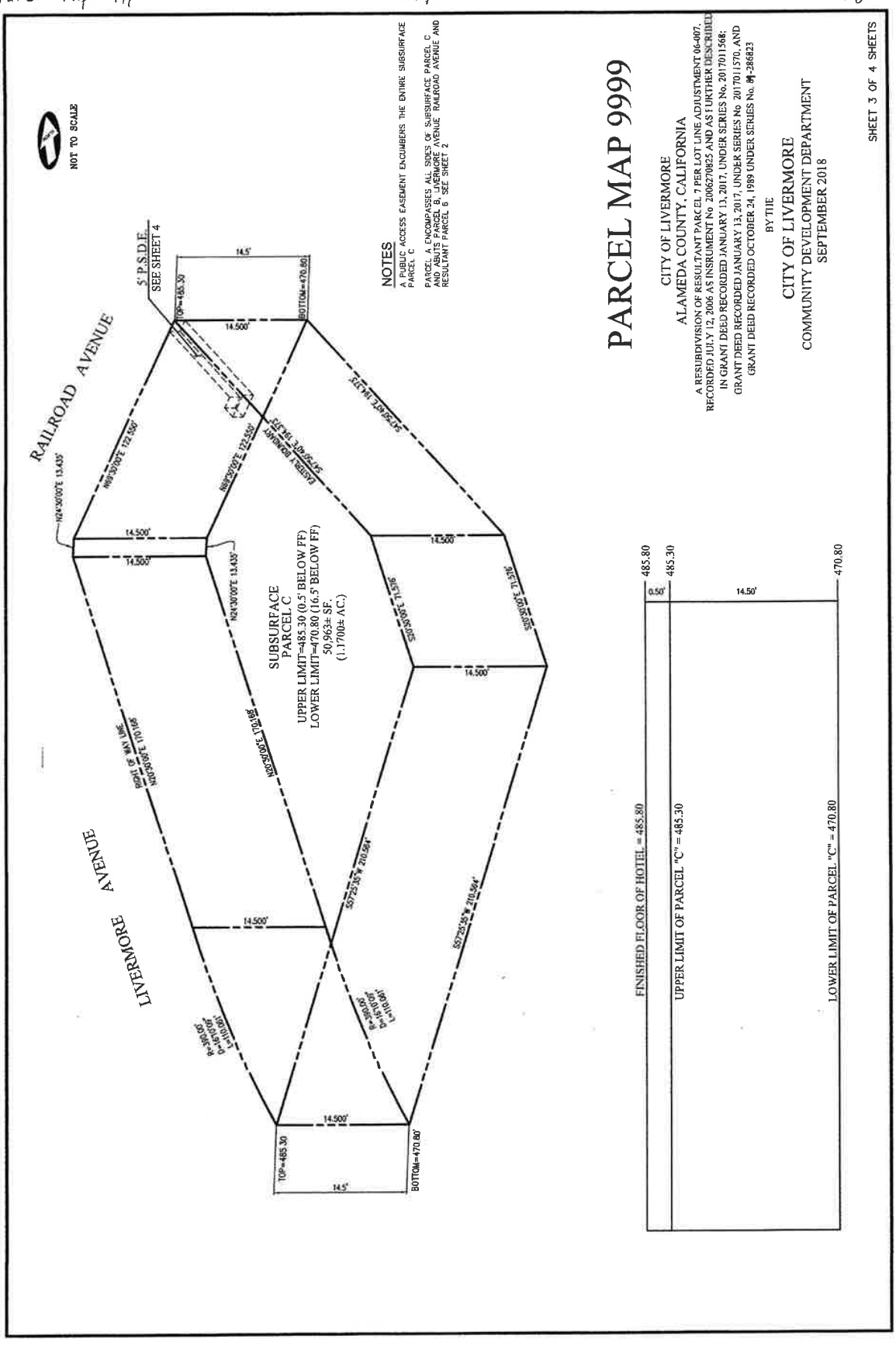


EXHIBIT I SHEET 3 OF 4

NOTE: The only change in the document is:
PresidioCo Holdings became PresidioCo Bay Area LLC

Parcel Map 9999 Map Bk 340 Pg 89

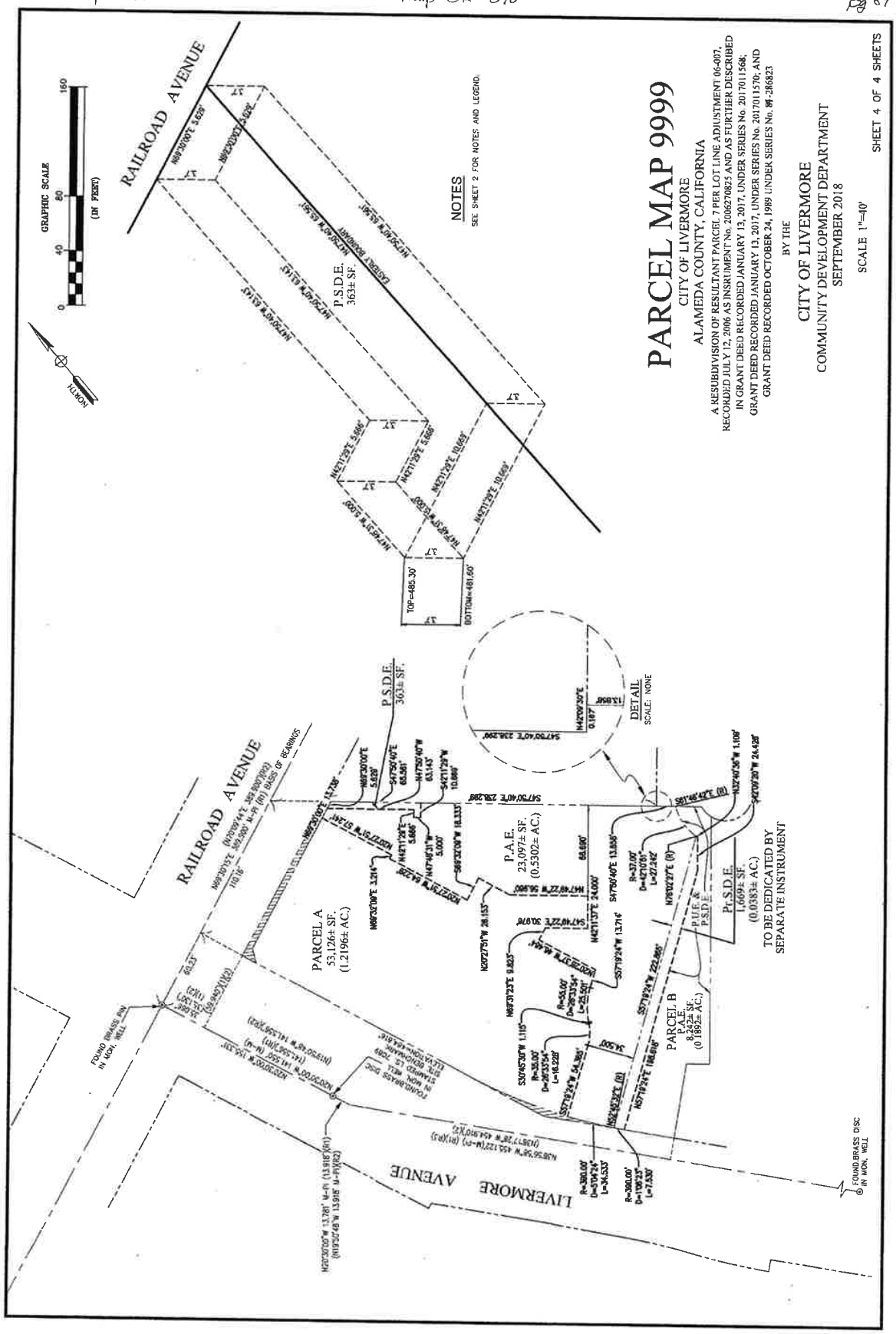


EXHIBIT I SHEET 4 OF 4

NOTE: The only change in the document is:
PresidioCo Holdings became PresidioCo Bay Area LLC

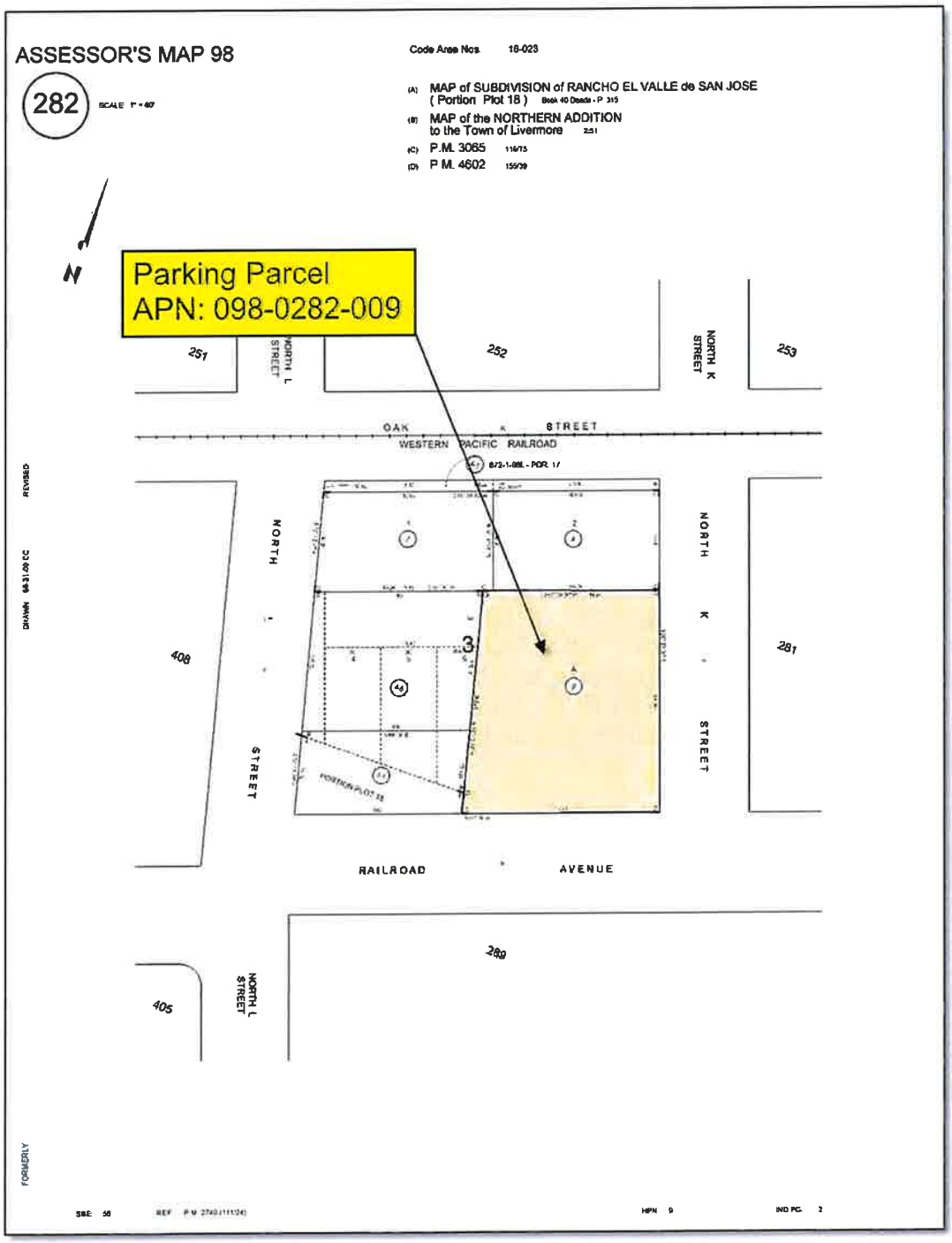


EXHIBIT J

NOTICE TO BORROWER:

THIS DOCUMENT CONTAINS PROVISIONS
RESTRICTING RESALE AND ASSUMPTIONS

PROMISSORY NOTE
Amended and Restated Disposition, Development and Loan Agreement
Site Acquisition Loan

Principal Amount: $1,923,750

_____, 2022

APN 098-0282-009-00

FOR VALUE RECEIVED, the undersigned 2205 Railroad Avenue LLC, a Delaware Limited Liability Company ("Borrower") whose address is 262 Glorietta Boulevard, Orinda, California 94563, hereby promise(s) to pay to the order of the City of Livermore, a municipal corporation ("City"), at 1052 South Livermore Avenue, Livermore, California 94550, the principal amount of ONE MILLION NINE HUNDRED AND TWENTY-THREE THOUSAND SEVEN HUNDRED AND FIFTY Dollars ($1,923,750), together with interest accrued thereon, as set forth in this Promissory Note ("Note").

Pursuant to that certain Amended and Restated Disposition, Development and Loan Agreement ("DDLA") dated _____, 2022, by and between City and Borrower (the "Developer"), the Developer agreed to construct a four-story approximately 65,000-75,000 square foot hotel containing between 125-135 rooms, approximately 1,400-2,000 square feet of economically viable meeting space, a roof-top deck and related hotel amenities and improvements (the "Project") on the Property (defined below) and agreed to satisfy a portion of the parking requirements identified in the conditions for approval for the Project on the Parking Parcel (identified below).

In accordance with the DDLA, the property consists of the parcels located on the southeast corner of South Livermore Avenue and Railroad Avenue in downtown Livermore in the City of Livermore, Alameda County, California (APNs: 098-0407-031-00 and 098-0407-033-00) as more particularly described and depicted as Parcel A and Parcel C on Parcel Map 9999 and in Exhibit A attached hereto (the "Property").

Likewise, in accordance with the DDLA, the parking parcel consists of a parcel located at the northwest corner of Railroad Avenue and North K Street commonly known as 2080 Railroad Avenue (APN 098-0282-009-00) as more particularly described and depicted in Exhibit B attached hereto (the "Parking Parcel").

In accordance with the DDLA, the Borrower intends to purchase, develop, own, and operate the Project on the Property and to use the Parking Parcel to satisfy a portion of the parking requirements identified in the conditions of approval for the Project. Pursuant to the DDLA and its terms and conditions for the loan, the City has made a site acquisition loan to Borrower in the original principal amount of ONE MILLION NINE HUNDRED AND TWENTY-THREE

THOUSAND SEVEN HUNDRED AND FIFTY Dollars ($1,923,750) to fund the acquisition of the Parking Parcel to help satisfy a portion of the parking requirements in the conditions of approval for the Project (the "Site Acquisition Loan").

This Note is made and delivered pursuant to and in conjunction with the DDLA entered into by and between the City and Borrower dated as of even date herewith. All capitalized terms not otherwise defined in this Note shall have the meanings set forth in the DDLA.

1. Borrower's Obligation. This Note evidences the Borrower's obligation to pay the City the Principal Amount, as that term is subsequently defined, loaned to the Borrower by the City to finance the acquisition of the Parking Parcel for the Project, as set forth in the DDLA. As a condition of receiving the Principal Amount, the Borrower promises and agrees to comply with all terms and conditions of this Note.

2. Principal. The principal amount of this Note, $1,923,750 ("Principal Amount"), loaned to the Borrower by the City to finance the acquisition of the Parking Parcel for the Project, as set forth in the DDLA.

3. Interest. The Note shall bear simple interest at three and one-half percent (3.5%) annual interest as of the date of this Note.

4. Term. The entire indebtedness evidenced by this Note shall be repaid to the City by no later than the date that is the earlier of: (i) three months after the completion of the Project's construction as determined by the issuance of a certificate of occupancy for the hotel, or (ii) December 31, 2025, whichever is sooner (the "Maturity Date"); unless otherwise terminated for infeasibility in accordance with the DDLA.

5. No Assumption. Except as may be otherwise set forth in this Agreement and the DDLA, this Note shall not be assumable by the successors and assigns of Borrower without the City's prior written consent.

6. Security. This Note is secured by that certain Deed of Trust and Assignment of Rents executed concurrent with this Note and recorded against the Parking Parcel in the Official Records of Alameda County, wherein the Borrower is the Trustor, and the City is the Beneficiary (the "Security Instrument"). City shall be entitled to the benefits of the Security Instrument and shall have the right to enforce the covenants and agreements contained herein, in the Security Instrument, and in the DDLA executed by and between the Borrower and the City as a condition of the DDLA. Any restrictive covenants executed by and between City and Borrower as a condition of the DDLA shall remain effective for the full duration of those restrictions and shall survive repayment of this Note as set forth in the DDLA.

7. Repayment. The Borrower shall make payments towards principal and accrued interest due on the Site Acquisition Loan as set forth in the DDLA during the Term of this Note. This Note becomes due and payable in full on the earlier of: (a) the date of any Transfer, as defined in the DDLA not authorized by the City; (b) an Event of Default by Borrower which has not been cured as provided for in the DDLA; but in any event (c) no later than the Maturity Date. Any payments made by Borrower pursuant to this section shall be applied first to current annual interest due, and then to reduce the principal amount of the Site Acquisition Loan. All payments by the Borrower shall be paid to the City in currency of the United States

of America, which at the time of the payment is lawful for the payment of public and private debts.

All payments on this Note shall be made payable to the City of Livermore and shall be delivered to the City at 1052 South Livermore Avenue, Livermore, California, 94550, or to such other place as the City may from time-to-time designate.

All payments on this Note shall be without expense to the City, and the Borrower agrees to pay all costs and expenses incurred in connection with the payment.

8. Prepayment. At its option and without any premium or penalty, Borrower may pay all or a portion of the outstanding Principal Amount prior to the amount becoming due. The Borrower may make such prepayments at any time, or from time to time before the prepaid amount is due. All prepayments shall be applied by the City to reduce the amount of the outstanding Principal Amount owed under this Note.

9. Encumbrances. The Borrower shall not encumber either or both the Property or Parking Parcel, permit the covenancy, transfer, or encumbrance of either or both the Property or Parking Parcel, allow the placement of any liens, notes, or deeds on either or both the Property or Parking Parcel, or use either or both the Property or the Parking Parcel as security for any note or loan, without the City's prior written approval; provided, however, that the approval of encumbrances consistent with the approved financing plan included in the DDLA shall not be unreasonably withheld. Any written approval by the City shall be consistent with the requirements of Section 14 below.

10. Payment Acceleration. The Principal Amount of this Note, together with all accrued interest and other outstanding payments and penalties, shall become immediately due and payable upon the occurrence of any of the following events, each subject to any applicable notice and cure periods:

A. The Borrower fails to use the Property or the Parking Parcel, or both, in accordance with the DDLA;
B. The Borrower fails to cure a default consistent with the requirements of Section 11 below;
C. The transfer of the Property, Parking Parcel, or this Note in violation of Section 13, and without the City's written approval consistent with the requirements of Sections 14 and 15 below;
D. The encumbrance of the Property or Parking Parcel, or both, in violation of Section 8, without the City's written approval consistent with the requirements of Sections 9 and 15;
E. Borrower is found to be in Default of the DDLA.

11. Default – Notice & Opportunity to Cure. If in the City's sole discretion, the Borrower fails to observe or perform any condition contained herein, or take diligent action towards the cure or remedy of such event, for a period of thirty (30) days after written notice from the City specifying such failure and requesting that it be cured, such event shall be deemed a default and the City shall be entitled, and in addition to all other remedies provided by law or in equity, to compel specific performance by the Borrower of its obligations under this Note. Any investor, limited partner of Borrower or Borrower's assignee shall have the same notice and

cure rights granted to Borrower, and any cure tendered by such investor shall be accepted or rejected on the same basis as if tendered by Borrower.

12. Default Rate. Upon the occurrence of an Event of Default, interest shall automatically be increased without notice to the rate of the lesser of ten percent (10%) per annum or the maximum rate permitted by law (the "Default Rate"); provided, however, if any payment due hereunder is not paid when due, the Default Rate shall apply to commence upon the due date for such payment. When Borrower is no longer in default, the Default Rate shall no longer apply, and the interest rate shall once again be the rate specified in the first paragraph of this Note. Notwithstanding the foregoing provisions, if the interest rate charged exceeds the maximum legal rate of interest, the rate shall be the maximum rate permitted by law. The imposition or acceptance of the Default Rate shall in no event constitute a waiver of a default under this Note or prevent City from exercising any of its other rights or remedies.

13. Prohibited Transfers. Except as otherwise permitted by the terms of this Note or the DDLA, the Borrower is prohibited from transferring by sale, lease, trade, exchange, rental, gift, assignment, conveyance, the Property, Parking Parcel, or any parts thereof, or any trust or power, or any transfer in any other mode or form, of the Property or Parking Parcel, or any parts thereof or any interests therein; provided, however, that the Borrower may transfer any or all of its interest in the Property, the Parking Parcel, or both, to a subsidiary or affiliate controlled by Borrower. Notwithstanding anything to the contrary contained herein, this Note shall be assignable and transferable in whole or in part to one or more limited partnerships affiliated with Borrower, so long as any such assignment or other document evidencing such assignment is acceptable to the City.

14. Permitted Transfers. Under the following limited circumstances, the City may give its prior written approval for the transfer of the Property, the Parking Parcel, or both: The Property and Parking Parcel is to be transferred to another qualified developer, as pre-determined by the City, who will assume the Borrower's rights and obligations under the Deed of Trust, this Note, and the DDLA.

15. Prior Written Approval. The City shall not unreasonably withhold its written approval of permitted transfers, encumbrances, and refinancing by the Borrower. However, the City may only give written approval of those transfers, encumbrances, and refinancing authorized by this Note and the DDLA. The Borrower must request the City's written approval prior to pursuing any transfer, encumbrance, or refinancing. If not approved, or in violation of this Note, any unapproved transfer, encumbrance, or refinancing shall be null and void and the Borrower must deliver to the City any profits or benefit received from the transaction consistent with the requirements of Section 24.

16. Audit and Inspection. To the extent permissible under laws and regulations protecting individual confidentiality, the City shall have access to and is hereby authorized by the Borrower to inspect, make copies or photographs of, the Property, the Parking Parcel, books, utility accounts, and records of the Borrower pertaining to this Note and the Borrower's use of the Property and the Parking Parcel.

17. Notices. Any demand or notice which either party desires to deliver to the other shall be in writing and shall be delivered by hand, sent by a recognized overnight courier, deposited

in the United States mail with first-class prepaid postage and a return receipt requested, to ensure timely and complete delivery to the other party at the addresses noted above.

18. Attorney Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay all costs and expenses of collection and reasonable attorney fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

19. Severability. Every provision of this Note is intended to be severable. If any provision is held by a court of competent jurisdiction to be invalid, illegal, and unenforceable, the validity, legality, and enforceability, of the remaining provisions shall not in any way be affected or impaired.

20. Interpretation. The provisions of this Note have been arrived at through negotiation and each party had a full and fair opportunity to revise the provisions and have them reviewed by legal counsel. The parties agree that any ambiguities in construing or interpreting this Note shall not be resolved against either party as the drafting party. In the event of an inconsistency or conflict between the language of this Note and the DDLA, the language of the DDLA shall control.

21. Joint and Several Obligations. This Note is the joint and several obligations of all makers, sureties, guarantors, and endorsers, and shall be binding upon them and their successors and assigns.

22. Negotiability. Except as otherwise provided herein, this Note is non-negotiable and not transferable by the Borrower. The City, in its sole discretion, may, in the event of an Event of Default by the Borrower that is not cured as provided for in the DDLA, negotiate a transfer, assignment, or assumption of this Note to any person and upon a minimum ninety (90) day written notice to the Borrower by the City.

23. Binding Upon Successors. All provisions of this Note shall be binding upon and inure to the benefit of the successors-in-interest, transferees, and assigns of the Borrower and the City, respectively.

24. Nonrecourse. Except as expressly provided in this Section, Borrower shall have no personal liability for payment of the principal of, or interest on, this Note, and the sole recourse of City with respect to the payment of the principal of, and interest on, this Note shall be to the Property, the Parking Parcel, and any other collateral held by City as security for this Note; provided however, nothing contained in the foregoing limitation of liability shall: (A) impair the enforcement against all such security for the Site Acquisition Loan in the DDLA of all the rights and remedies of the City under the Deed of Trust as such may be amended, modified, or restated from time to time; (B) impair the right of City to bring a foreclosure action, action for specific performance or other appropriate action or proceeding to enable City to enforce and realize upon the Deed of Trust, the interest in the Property created thereby and any other collateral given to City in connection with the indebtedness evidenced hereby and to name the Borrower as party defendant in any such action; (C) be deemed in any way to impair the right of the City to assert the unpaid principal amount of the Site Acquisition Loan in the DDLA as a demand for money within the meaning of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto; (D) constitute a waiver of any right which City

may have under any bankruptcy law to file a claim for the full amount of the indebtedness owed to City hereunder or to require that the Property shall continue to secure all of the indebtedness owed to City hereunder in accordance with this Note and the Deed of Trust; or (E) limit or restrict the ability of City to seek or obtain a judgment against Borrower to (1) recover under any provision of the DDLA or other documents that obligates Borrower to indemnify City, or (2) recover from Borrower compensatory damages as well as other costs and expenses incurred by City (including without limitation reasonable attorneys' fees and expenses) arising as a result of the occurrence of any of the following: (a) any fraud or intentional misrepresentation on the part of the Borrower or any officer, director or authorized representative of Borrower in connection with the request for or creation of the Site Acquisition Loan in the DDLA Loan, or in DDLA or other documents between the City and the Borrower, or in connection with any request for any action or consent by City in connection with the DDLA and its terms and conditions for the Site Acquisition Loan; (b) any failure to maintain insurance as required pursuant to the City Documents; (c) failure to pay taxes, assessments or other charges which may become liens on the Property (subject to the right to contest as set forth in the DDLA); (d) the violation of the Borrower's obligations in the DDLA, except as limited by the provisions of such agreement; (e) the occurrence of any act or omission of Borrower that results in waste to or of the Property or the Parking Parcel and which has a material adverse effect on the value of the Property, the Parking Parcel, or both; (f) the removal or disposal of any personal property or fixtures or the retention of rents, insurance proceeds, or condemnation awards in violation of the Deed of Trust; (g) the material misapplication of the proceeds of any insurance policy or award resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property; and (h) the failure of Borrower to pay all amounts payable under this Note in full if Borrower Transfers the Property in violation of the DDLA.

[Signatures on the Following Page]

DATE:

BORROWER:

2205 RAILROAD AVENUE LLC,
a Delaware limited liability company

By:PresidioCo Bay Area LLC,
a Delaware limited liability company,
Its: Manager

By: _____

Name: _____

Title: _____

DATE:

CITY:

CITY OF LIVERMORE,
a municipal corporation

By: _____

Name: Marc Roberts

Title: City Manager

APPROVED AS TO FORM

By: _____

Exhibit A – Property Description – Hotel Parcel
Exhibit B – Parking Parcel Description

LEGAL DESCRIPTION HOTEL PARCEL

PARCEL A & SUBSURFACE PARCEL C – PARCEL MAP 9999

REAL PROPERTY SITUATED IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

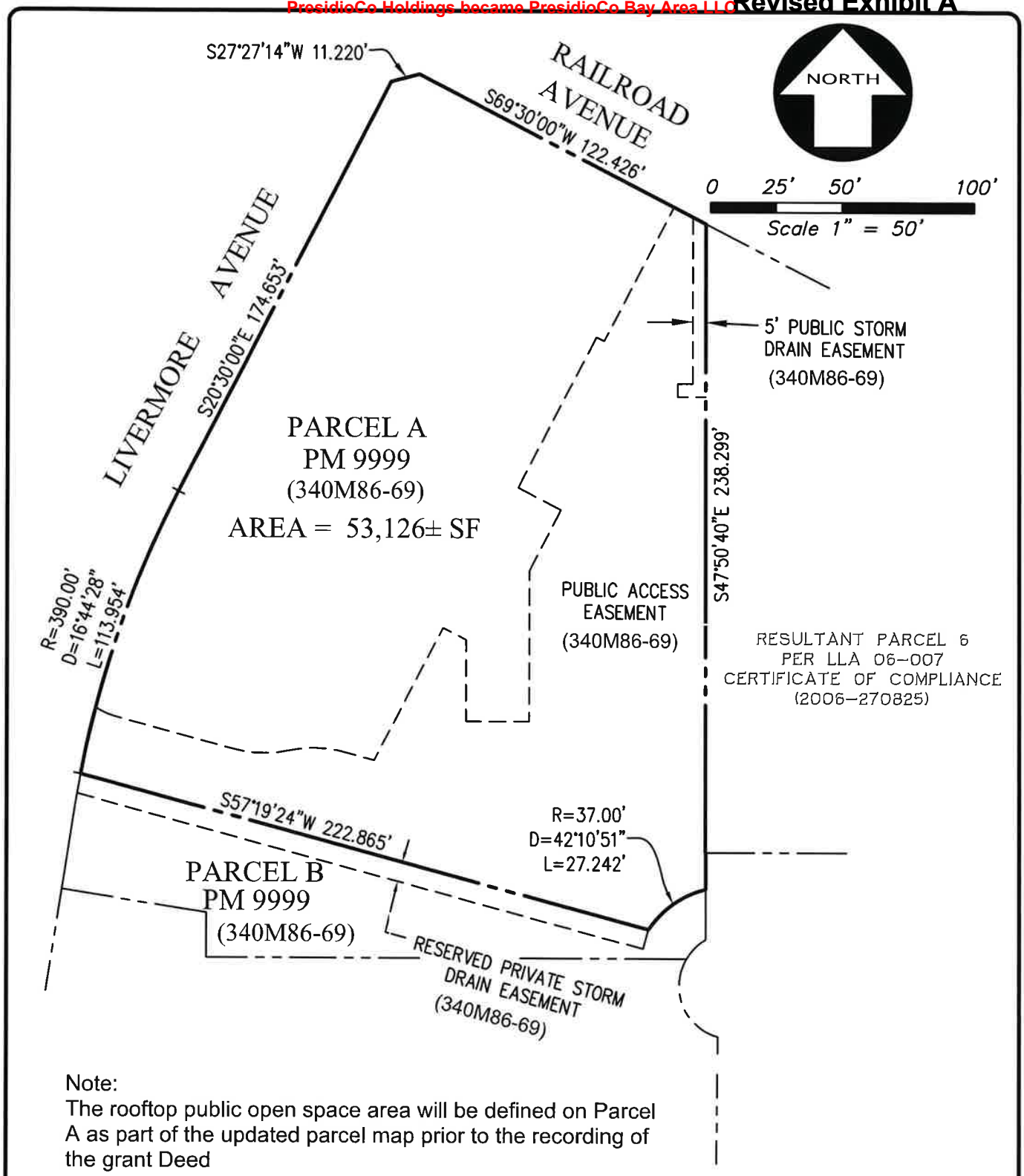
BEING ALL OF PARCEL A AND SUBSURFACE PARCEL C, OF PARCEL MAP NO. 9999, RECORDED
October 3, 2018, IN BOOK 340 OF MAPS AT PAGES 86-89, ALAMEDA COUNTY RECORDS.

PARCEL A CONTAINING 53,126 SQUARE FEET OF LAND MORE OR LESS

SUBSURFACE PARCEL C CONTAINING 50,963 SQUARE FEET OF LAND MORE OR LESS

NOTE: The only change in the document is:
PresidioCo Holdings became PresidioCo Bay Area LLC

Revised Exhibit A



Note:
The rooftop public open space area will be defined on Parcel A as part of the updated parcel map prior to the recording of the grant Deed

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road
Livermore, California 94551
www.kierwright.com
Phone (925) 245-8788
Fax (925) 245-8796

PLAT - PARCEL A
PARCEL MAP 9999
LIVERMORE, CALIFORNIA

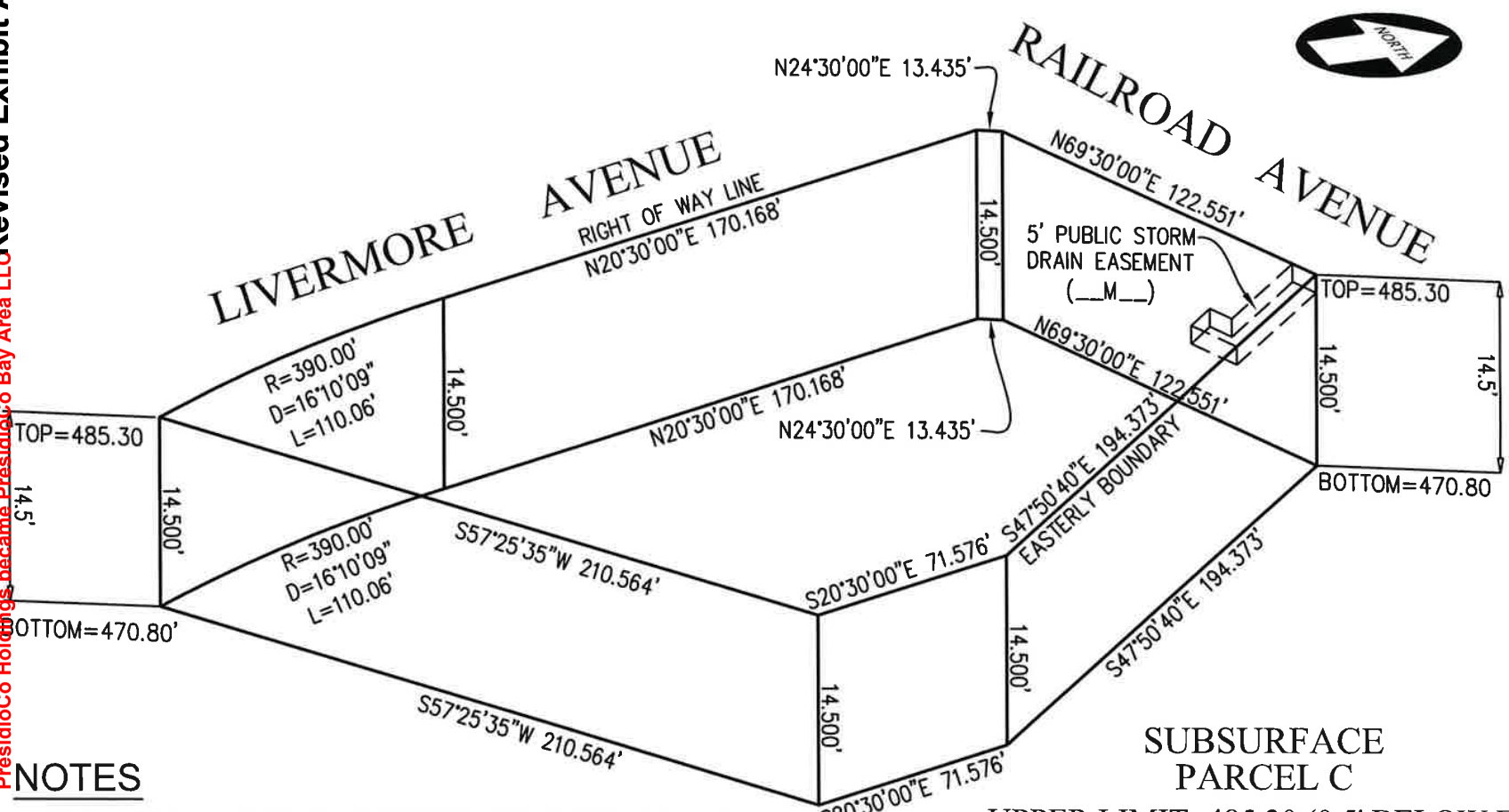
DATE	AUG 2018
SCALE	1" = 50'
BY	RJH
JOB NO.	A18527
SHEET	1 OF 1

EXHIBIT A SHEET 2 OF 3

Item 6.1

Revised Exhibit A

NOTE: The only change in the document is: PresidioCo Holdings became PresidioCo Bay Area LLC



NOTES

A PUBLIC ACCESS EASEMENT ENCUMBERS THE ENTIRE SUBSURFACE PARCEL C.

PARCEL A ENCOMPASSES ALL SIDES OF SUBSURFACE PARCEL C AND ABUTS PARCEL B, LIVERMORE AVENUE, RAILROAD AVENUE AND RESULTANT PARCEL 6. SEE SHEET 2 OF PARCEL MAP 9999.

SUBSURFACE PARCEL C

UPPER LIMIT=485.30 (0.5' BELOW FF)
LOWER LIMIT=470.80 (16.5' BELOW FF)
50,963± SF.
(1.1700± AC.)

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road
Livermore, California 94551
www.kierwright.com
Phone (925) 245-8788
Fax (925) 245-8796

PLAT - SUBSURFACE PARCEL C
PARCEL MAP 9999
LIVERMORE, CALIFORNIA

DATE	AUG 2018
SCALE	NOT TO SCALE
BY	RJH
JOB NO.	A18527
SHEET	1 OF 1

EXHIBIT A SHEET 3 OF 3

EXHIBIT B

Parking Parcel Description
(Legal Description of Parking Parcel to be provided by Developer upon purchase of property)

DESCRIPTION OF PUBLIC IMPROVEMENTS

A. South Livermore Avenue Roadway Modifications

The Livermore Avenue roadway modifications are to create a dual drop-off zone in front of the proposed Hotel lobby. The drop-off zone will consist of a minimum eight (8) foot wide sidewalk in front of the lobby, a nine (9) foot wide drop-off lane adjacent to the sidewalk, an eight (8) foot wide drop-off lane, and a two (2) foot wide striped buffer separating the travel lanes from the drop-off lanes. The curb gutter along the east side of Livermore Avenue shall be realigned to reroute the existing two northbound travel lanes around the drop-off lanes and then align back with the existing lane configuration at the intersection of Livermore Avenue and Railroad Avenue signalized intersection. The two northbound travel lanes shall be twelve (12) feet wide south of the drop-off area then be reduced to eleven (11) feet wide travel lanes across the frontage of the drop-off area and then widen as necessary to conform with the existing travel lanes at the intersection. The existing northbound left-turn pocket at the intersection of Livermore Avenue and Railroad Avenue shall be modified such that the left-turn pocket shall be a minimum length of one hundred thirty (130) linear feet with a minimum sixty (60) foot taper as follows:

1. Remove the existing median in Livermore Avenue and salvage the existing pavestones.

2. Remove the existing curb, gutter, sidewalk, and street trees along the east side of Livermore Avenue from the southeast corner of the Livermore Avenue/Railroad intersection to the existing crosswalk near the southern boundary of the Hotel.

3. Remove the existing paving within Livermore Avenue to install a new raised median.

In addition, a solar-powered pedestrian flashing beacon shall be installed at the existing crosswalk just south of the hotel parcel exit driveway. Cost-sharing for these improvements shall be per the provisions of the DDLA.

B. Railroad Avenue

New Railroad Avenue frontage improvements shall be constructed by the City as part of City Project 202116 widening of Railroad Avenue. The developer shall remove and replace any damaged frontage improvements as a result of constructing the Hotel Improvements. The Developer shall install storm drain improvements as required to meet on-site hotel and on-site public roadway stormwater requirements. The developer shall slurry seal and restripe Railroad Avenue from Livermore Avenue to fifty (50) feet beyond the eastern boundary of this project from the median to the gutter along the Hotel frontage due to utility cuts in the street.

C. On-Site Public Roadway

The following improvements and public improvements shall be designed and constructed by the Developer as part of the on-site public roadway:

1. Public roadway from Railroad Avenue to Livermore Avenue routing around the east side of the Hotel varying in width from twelve (12) feet to fourteen (14) feet in width.

2. Seven (7) ADA parking spaces along the eastern boundary of the proposed Hotel Development.

3. An eight (8) foot wide loading zone at the courtyard of the proposed Hotel development.

4. A ten (10) foot wide loading zone along the southern boundary of the Hotel Parcel to serve the Hotel and the existing commercial businesses that front First Street.

5. A five (5) foot wide sidewalk from the Bankhead Theater plaza area to Railroad Avenue along the eastern boundary of the proposed Hotel. The sidewalk shall be flush to grade from the southeast corner of the Hotel the full length of the ADA parking spaces then ramp up to a standard walkway with a 6" curb up to the driveway entry at Railroad Avenue.

6. New curb and gutter along the eastern and western boundaries of the on-site roadway improvements.

7. Bio-retention swale located along the northeast portion of the roadway improvements and new 12" storm drain piping from the bio-retention swale to an existing drop inlet located at the southeast corner of the intersection of Railroad Avenue and Livermore Avenue.

8. New landscaping shall be installed along the eastern boundary of the hotel parcel from the northern point of the ADA parking up to the northeast corner of the hotel parcel. The landscape shall be designed to screen a portion of the adjacent Bankhead Theater and serve as a bio-treatment device to treat the stormwater runoff from the new public roadway.

9. Bio-retention planters located on the adjacent City property (Parcel B, Parcel Map 9999) along the southern portion of the 10-foot-wide loading zone and new 12" storm drain piping from the bio-retention planters to an existing storm drain maintenance hole located at the roadway exit driveway on Livermore Avenue.

10. New street-level driveway approach with ADA ramps on Railroad Avenue at the northeast corner of the Hotel.

11. New street-level driveway approach with ADA ramps on Livermore Avenue at the southwest corner of the Hotel.

D. Landscape on City Parcel B, Parcel Map 9999

The Developer shall design and construct new landscaping in City Parcel B of Parcel Map 9999 adjacent to and along the southern boundary of the hotel parcel. The landscape at the southern boundary of the hotel parcel shall be bio-treatment devices designed to treat a portion of the public roadway and loading zone along the southern boundary of the Hotel Parcel. Additional landscape improvements shall be installed in the area where the existing trash compactor will be removed after the new Joint Solid Waste Facility is installed. Landscape in this area shall match the existing landscape and be irrigated from the existing irrigation system serving the City parcel.

E. Joint Solid Waste Facility

The Developer shall design and construct a Joint Solid Waste Facility in close proximity to the Hotel sized to serve the solid waste produced including but not limited to garbage, organics, and recyclable services by the Hotel, Bankhead Theater, First Street Mixed-Use Commercial Projects (East and West), Livermore Valley Center Plaza, and the Livermore Cinema. The Joint Solid Waste Facility will replace the temporary facility located south of the Hotel and north of the First Street Mixed-Use Commercial Project (West). The Developer shall maintain access to the temporary solid waste facility during the construction of the Project until such time as the Joint Solid Waste Facility is completed and operational. Once the Joint Solid Waste Facility is operational, the Developer shall remove the temporary solid waste facility and install new landscape and irrigation connected to the City's irrigation system at the location of the former temporary solid waste facility.

PUBLIC IMPROVEMENT AGREEMENT

THIS AGREEMENT is entered into by and between 2205 Railroad Avenue LLC, a Delaware limited liability company ("Developer"), and the City of Livermore, a municipal corporation ("City").

RECITALS

A. The Developer and City are parties to that certain Amended and Restated Disposition and Development Agreement dated XXXXXXXX, 2021, and recorded on XXXXX, 2021, in the official records of Alameda County California as instrument number XXXXXXXXXX (the "DDLA").

B. The Public Improvements as defined in the DDLA have not yet been completed according to the requirements of the DDLA. The City and Developer desire to establish an agreement binding the Developer to complete the Public Improvements no later than 2 years after the date this Agreement is executed.

AGREEMENT

NOW, THEREFORE, the City and Developer hereby agree that the aforementioned recitals are true and correct, and further agree as follows:

1. Performance of Improvements. The Developer shall perform all work as specified in Exhibit "A", attached, and incorporated herein by this reference, in strict accordance with all specifications, plans, applicable City standards, and to the satisfaction of the City Engineer. The work shall be performed, and all materials and labor shall be provided, at the Developer's sole cost and expense subject to the reimbursement provisions set forth in the DDLA. The Developer has provided detailed improvement plans, for all public improvements depicted in Exhibit "A". All required public improvements shall be constructed in accordance with the approved improvement plans (dated , sheets), and current City standard specifications and details, all of which are on file in the office of the City Engineer.

2. Special Conditions. The Developer shall be required to comply with the special conditions as follows: There are no special conditions.

3. Time for Completion. All required public improvements shall be complete and ready for acceptance by City Council as determined by the City no later than 2 years after the execution of this Agreement.

4. Permits, Licenses, and Compliance with the Law. The Developer shall, at the Developer's expense, obtain and maintain all necessary permits and licenses for the performance of the work specified in this Agreement. The Developer shall also comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

EXHIBIT M

5. Acceptance by City. The City shall accept for maintenance the public improvements required by this Agreement after City has determined the Developer has caused all public improvements to have been made in accordance with the requirements of Paragraph 1 above. All public improvements required by this Agreement shall become the sole property of the City when the City accepts such improvements for permanent maintenance.

6. Continued Maintenance For One Year. The Developer shall maintain all public improvements required by this Agreement for one year following the completion by the Developer, and acceptance of the public improvements by City Council. All public improvements required by this Agreement shall become the sole property of the City when the City accepts such improvements for permanent maintenance.

7. Inspection by City. All work done by the Developer shall be inspected by an inspector employed by the City at the cost and expense of the Developer. The Developer shall pay the City, on-demand, the cost of the inspection in accordance with City ordinances. In order to permit the City to inspect the work, the Developer shall provide to the City proper and safe access to the project site at all times, and all portions of the work, and to all shops wherein portions of the work are in preparation.

8. Payment of Outstanding Fees. Prior to acceptance of the public improvements for permanent maintenance by the City, the Developer shall pay all outstanding fees that are due in accordance with City ordinances or this Agreement. In the event the fees are not paid within one year of the date of execution of this Agreement, the Developer shall pay interest at seven percent (7%) per annum from that date until the fees are paid, whether or not any conditions of this Agreement are extended or modified.

9. Reimbursement by City. The City shall reimburse the Developer for its costs for the Public Improvements in accordance with the reimbursement provisions set forth in the Development Agreement.

10. Bonds Required. The Developer shall provide to the City surety bonds of a form satisfactory to the City Attorney issued by a company authorized to issue surety bonds in the State of California as follows:

(a) At the time of signing this Agreement, the following bonds shall be provided:

i. Faithful Performance – in the amount of 100 percent (100%) of the total estimated construction costs, or $__TBD__, to secure faithful performance of this Agreement by the Developer.

ii. Labor and Materials – in the amount of fifty percent (50%) of the estimated construction costs, or $__TBD__, to secure payment by the Developer of laborers and material engaged pursuant to this Agreement, and further to secure payment as required by the Unemployment Insurance Act.

EXHIBIT M

(b) At the time of signing this Agreement, or before the City accepts the public improvements, the Developer shall also provide a Warranty Bond for maintenance in the amount of fifteen percent (15%) of the cost of the public improvements, or $__TBD__, to secure performance of Sections 1 and 6 above. This bond shall remain in effect for one (1) year after the date of acceptance by the City Council of the public improvements required by this Agreement.

11. Alternate Security. In lieu of the bonds required by Paragraph 10 above, alternative security in the form outlined by City ordinance, compliant with the Government Code, and approved by the City Attorney may be provided.

12. Reporting Damages. If any damage (including personal injury, death, or property damage) occurs in connection with the performance of this Agreement, the Developer shall immediately notify the City Risk Manager's office by telephone at (925) 960-4172, and Developer shall promptly submit to the City's Risk Manager a written report, in a form acceptable to the City, with the following information: (a) a detailed description of the damage (including the name and address of the injured or deceased person(s), and a description of the damaged property, if any), (b) the name(s) and address(es) of witnesses, and (c) the name(s) and address(es) of any potential insurance companies.

13. Indemnification. The Developer shall indemnify, defend, and hold the City, its officers, officials, employees, agents, and volunteers harmless against any and all claims, injuries, damages, losses, and suits, including attorney's fees and legal costs, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused solely by the negligence of the City.

14. Insurance Required. The Developer shall procure and maintain insurance for the duration of the contract in the amounts and under the terms set forth in Exhibit "B" against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Developer, its agents, representatives, employees, or subcontractors.

15. Attorney's Fees to Prevailing Party. If any action at law or in equity, including an action for declaratory relief, is brought to challenge, enforce, or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, expert witness fees, and costs, in addition to any other relief to which they may be entitled.

16. Agreement Binds Successors. This Agreement pertains to and runs with the land benefited by the privileges it grants and binds the successors in interest of the parties to this Agreement.

17. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and

effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

18. Modifications. This Agreement may not be modified unless by written instrument signed by both parties.

19. Governing Law. The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

****

Signatures and Attachment List on the Following Page

DATE:

DEVELOPER:

2205 RAILROAD AVENUE LLC,
a Delaware limited liability company

By:PresidioCo Bay Area LLC,
a Delaware limited liability company,
Its: Manager

By: _____

Name: _____

Title: _____

Mailing Address:
2205 Railroad Avenue
262 Glorietta Boulevard
Orinda, CA 94563
Attn: Rikesh Patel

(ALL SIGNATURES MUST BE NOTARIZED)

DATE:

CITY OF LIVERMORE,
a municipal corporation

By: _____

Name: Marc Roberts

Title: City Manager

ATTEST:

(SEAL)

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Assistant/City Attorney

Attachments:
Exhibit A – Engineering Considerations
Exhibit B -- Insurance Requirements

Item 6.1 Revised Exhibit A

NOTE: The only change in the document is:
PresidioCo Holdings became PresidioCo Bay Area LLC

DDLA Schedule of Performance

	Pre-Escrow Requirements	Due Date
1	Pre-submittal meeting between City and Developer for entitlements	20-Dec-21
2	Developer submittal of entitlement package	4-Jan-22
3	Developer submittal of complete entitlement package in response to City comments	24-Jan-22
4	Developer submittal Phase 1 for Parking Parcel lot prior to close of escrow	27-Jan-22
5	Developer completes purchase of Parking Parcel property	15-Feb-22
6	Preliminary pro-forma submitted by Developer to City	28-Feb-22
7	Developer Submittal of Draft Hotel Standard Proposal	28-Mar-22
8	City Council review of entitlement package (date subject to on-time submittal of complete entitlement package)	11-Apr-22
9	City approval of parcel map waiver (staff level - subject to on-time submittal of complete entitlement package)	11-Apr-22
10	Developer and the City have entered into a Lease and Operating Agreement for the Hotel and Parking Parcels	11-Apr-22
11	City records parcel map for Hotel Parcel	22-Apr-22
12	Close of Escrow and final transfer of property to Developer	29-Apr-22
13	Joint Compactor/Solid Waste Facility Agreement signed by all applicable parties	30-Jun-23
14	Developer Submittal of Final Hotel Standard Proposal	3-Jul-23
15	City response to final Hotel Standard Proposal (date subject to on-time submittal of Final Hotel Standard Proposal in Item 14 above)	30-Nov-23
16	Building permit submittal by Developer including Hotel, Parking Parcel, Joint Solid Waste Facility and all public improvements	18-Aug-23
17	Final submittal of Final Hotel Standards Proposal in response to City comments	12-Jan-24
18	City approval of Final Hotel Standards Proposal, with conditions as needed (date subject to on-time submittal of Item 17 above)	2-Feb-24
19	Submittal of improvement agreement, bonds, and final off-site improvement plans	4-Mar-24
20	Developer submittal of letters of intent from lenders/equity partners demonstrating full financing needed to construct	15-Feb-24
21	Council approval of improvement agreement and public improvements (subject to on-time submittal of Item 18 above)	13-May-24
22	Developer has obtained Building Permit approval by City for Hotel, Parking Parcel and Joint Solid Waste Facility	31-May-24
23	Start of construction of Joint Solid Waste facility and Hotel (Outside Date)	30-Jun-24
24	Start of construction of Parking Parcel improvements	30-Jan-25
25	Construction of Hotel and all public improvements, and Parking Parcel complete	15-Nov-25
26	Hotel opens and lump sum payment due for loan + interest on Parking Parcel and final payment due for the Hotel Property purchase	31-Dec-25

EXHIBIT N

Scope of Development

The Scope of Development provides the baseline standards from which the Developer shall prepare plans for the project. The final construction drawings shall be consistent with the scope established here, subject to any changes approved by the City Council as part of the Downtown Design Review Entitlements.

Scope of Development:

The project shall include the design and construction of a four-story 125-135-room hotel with an approximately 3,300 square foot bar/lounge, 1,500-2,000 square foot meeting space, 3,500 square foot rooftop deck open to the public consistent with DDLA Exhibit Q, fitness center, outdoor pool, an open courtyard and patio, and related amenities. The design of the project, including the off-site valet parking lot, shall meet the requirements of the City's Downtown Specific Plan in effect at the time of project entitlement. The hotel shall be designed as an upscale or upper-upscale hotel, under the STR, Inc. Chain Scales Rating system or similar industry-recognized rating system as more particularly described in DDLA Exhibit E (Hotel Standards). The hotel shall be designed and appointed with a quality that meets or exceeds the following hotel types, as they exist at the time of the execution of this agreement: Marriot AC, Marriot Autograph Collection, Hilton Canopy, and the Curio Collection by Hilton.

The design of the hotel exterior shall meet or exceed the quality of the hotel project approved on the project site on September 10, 2018, via Council Resolution No. 2018-155. Interior and exterior materials, workmanship, fixtures, features, and amenities shall be durable and of high quality and further the project's position as a preeminent downtown destination.

The project shall also include off-site valet parking at 2080 Railroad Avenue, consistent with DDLA Exhibit J (Parking Parcel) or other similar off-site valet parking lot if approved by the City Council, consistent with the terms of the DDLA. In addition to valet parking service, the project shall meet its accessible parking requirement on the project site.

The project shall also construct and manage a private Joint Solid Waste Facility for the Livermore Valley Center, per DDLA Exhibit F (Joint Solid Waste Facility Agreement Material Terms) which shall be consistent in design with the surrounding uses and the requirements of the City's Downtown Specific Plan. The project shall also demolish the existing temporary solid waste compactor facility, once the new facility is operational, and provide for replacement landscaping on adjoining City property.

EXHIBIT O

TEMPORARY PARKING LEASE AGREEMENT
(Hotel Parcel)

THIS LEASE AGREEMENT ("Lease") dated as of this _____ day of _____, 2022, is made and entered into by and between 2205 Railroad Avenue LLC, a Delaware Limited Liability Company ("Lessor") and the City of Livermore, a municipal corporation ("City" or "Lessee").

RECITALS

A. Lessor desires to construct a four story approximately 65,000-75,000 square foot hotel, containing between 125-135 hotel rooms on two City-owned parcels (APNs: 098-0407-031-00 and 098-0407-033-00) located on the southeast corner of South Livermore Avenue and Railroad Avenue in downtown Livermore (hereinafter "Hotel Parcel").

B. On_____, the City and Lessor entered into a Disposition, Development and Loan Agreement (the "DDLA") wherein the City agreed to sell the Hotel Parcel to Lessor for $71,521. Prior to the close of escrow, the City was using a portion of the Hotel Parcel as a temporary paved surface public parking lot. Upon sale of the Hotel Parcel to Lessor, Lessor has agreed to lease a portion the Hotel Parcel to City at no cost for use as a temporary paved surface public parking lot until the commencement of construction on the Hotel Parcel.

C. As part of the Disposition, Development and Loan Agreement, the City made a loan to Developer to fund the acquisition of a piece of real property located at 2080 Railroad Avenue in Livermore in order to use the property as a valet parking lot to satisfy a portion of the City's parking requirements for the Hotel ("Parking Parcel").

D. Prior to commencement of construction of the Hotel, City desires to lease from Lessor and Lessor desires to lease a portion of the Hotel Parcel (hereinafter "Hotel Parcel" or "Leased Premises") as more particularly shown on Exhibit A attached hereto and incorporated herein. The Leased Premises is approximately 41,500 square feet of a paved surface public parking lot.

E. The Lessor desires to lease the Leased Premises to City and City desires to lease from Lessor the Leased Premises on the terms and conditions contained in this Lease Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Leased Premises. Lessor leases to City and City leases from Lessor, the Leased Premises which consists of approximately 41,500 square feet of a paved surface public parking lot, as indicated on Exhibit A.

2. **Possession; Delay in Delivery of Possession.**

(a) Except as otherwise provided in this Lease Agreement, City agrees to accept possession of the Leased Premises in its existing "as is" condition, including, but not limited to, all patent and latent defects and subject to all applicable laws, ordinances, and regulations governing and regulating the use of the Hotel Parcel and/or the Leased Premises and any recorded covenants, conditions, restrictions, easements, licenses, or right of ways.

(b) If Lessor, for any reason whatsoever, cannot deliver possession of the Leased Premises to City on or before the commencement date, this Lease Agreement shall not be void or voidable and no obligation of City shall be affected thereby, and neither Lessor nor Lessor's agents shall be liable to City for any loss or damage resulting therefrom.

3. **Rent.** As a condition of the sale of the Hotel Parcel from City to Lessor, Lessor agrees to lease the Leased Premises to the City at no cost for use as a temporary paved surface public parking lot. This no cost lease was incorporated into the sales price for the Hotel Parcel through the DDLA. City shall be responsible for all costs associated with the maintenance of the Leased Premises as set forth in Section 7 of this Lease Agreement.

4. **Term.** This Lease Agreement shall commence on [date], 2022 ("Commencement Date") and terminate on the date when Lessor commences construction of the Hotel. Lessor shall provide City with 30 days written notice prior to the date that construction of the Hotel will commence. This Lease Agreement shall supersede and replace any other lease agreement between said parties, or their predecessors in interest, concerning the use of the Leased Premises, or any other space or area of the Hotel Parcel

5. **Solid Waste Disposal and Collection**. In accordance with the DDLA, Lessor is required to design, construct, and own a Joint Solid Waste Facility that will provide garbage, organics, and recyclable services for the Hotel, Bankhead Theater, First Street Mixed Use Commercial Projects (East and West), Livermore Valley Center Plaza, and the Livermore Cinema. The Joint Solid Waste Facility shall replace the temporary solid waste facility located south of the Hotel Parcel and north of the First Street Mixed-Use Commercial Project (West). Lessor shall maintain sufficient truck access to allow solid waste collection at the existing temporary solid waste facility until such time when the Joint Solid Waste Facility is constructed and operational. At the time Lessor provides City written notice of the date construction of the Hotel will commence, Lessor shall identify how solid waste collection access will be maintained if the Joint Solid Waste Facility is not yet operational.

6. **City's Use of Leased Premises.**

(a) **Use of Leased Premises.** City shall only use the Leased Premises for the purpose of a temporary paved surface public parking lot and for trash collection at the temporary solid waste facility located south of the Hotel Parcel.

(b) Rules Regarding Use. City shall observe and comply with the rules and regulations annexed to this Lease Agreement and, after notice of these rules, City's use of the Leased Premises shall be subject to the following rules:

(i) City shall not allow, authorize, or permit the Leased Premises, or any part thereof, to be used for any use or any illegal activity or purpose in violation of federal or state laws and/or ordinances, regulations and requirements of County, City, or any other enforcement authority.

(ii) City shall not commit, allow, or permit to be used for any offensive or improper use or nuisance, the Leased Premises which may unreasonably or unlawfully disturb or damage the Hotel Parcel or Leased Premises.

(iii) City shall not leave or store any trash, garbage, or refuse of any kind in, on, or about the Leased Premises and shall cause any refuse, trash, or other waste deposited on the Leased Premises by any of its employees, agents, or representatives to be picked up and disposed of in the appropriate manner so as to keep the Leased Premises in a neat and clean condition.

(iv) City shall not use, commit, allow, or permit to be used or committed, any waste upon the Leased Premises.

(c) Hazardous Materials. City shall not cause or permit any Hazardous Materials to be permanently stored, used or disposed of in the Hotel Parcel or Leased Premises, by City's agents, employees, contractors or invitees, without having obtained Lessor's prior, written consent. For purposes of this Lease Agreement, the following terms shall have the meanings set forth below:

"Hazardous Materials" shall mean any toxic or hazardous wastes, pollutants, materials or substances, including, without limitation, asbestos, PCB's, petroleum products, radioactive substances or their by-products, other substances defined or listed as "hazardous substances," "hazardous materials," "hazardous wastes" or "toxic substances in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C §§ 5101 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Toxic Substance Control Act of 1976, 15 U.S.C. §§ 2601 et seq.; any "toxic pollutant" under the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; any hazardous air pollutant under the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the California Hazardous Substance Account Act, California Health & Safety Code ("HSC") §§ 25300 et seq., the Hazardous Waste Disposal Land Use Act, HSC §§ 25100 et seq.; in or pursuant to or identified as causing cancer or reproductive toxicity in the California Safe Drinking Water & Toxic Enforcement Act of 1986, HSC §§ 25249.5 et seq.; and HSC §§ 25117, 25316; all as such laws may be amended; any hazardous or toxic substance, material, chemical, waste, or pollutant now or hereafter regulated under any other applicable Federal, State, or local environmental laws, without limitation; and any other matter in the nature thereof arising pursuant to the jurisdiction of any public agency.

"Hazardous Discharge" and "Contamination" shall mean the happening of any event involving an emission, spill, release, or discharge ("Release") into or upon (i) the air, (ii) soils or any improvements located thereon, (iii) surface or ground water, (iv) the sewer, septic system, or waste treatment, storage, or disposal system servicing the Leased Premises, of any Hazardous Material, or (v) any other matter in the nature thereof arising pursuant to the jurisdiction of any public agency.

"Environmental Laws" shall mean all applicable Federal, State, and local laws, ordinances, regulations, orders, procedures, policies, and directives of every kind and nature whatsoever pertaining to Hazardous Materials in, at, on, under, or from the Leased Premises or any portion thereof.

7. City Obligations.

(a) Services and Utilities. City shall provide basic electricity and power for the Leased Premises.

(b) Maintenance. Except as otherwise provided herein, City shall at its own cost and expense, maintain the Leased Premises, and every part thereof, in good and sanitary order, condition, and repair. City shall be responsible for the cost of any and all repairs or maintenance to the Leased Premises, caused by negligent, careless, or willful acts of City, its employees, agents, equipment, or invitees.

8. Condition of Leased Premises. City represents and warrants that it has made a thorough and complete inspection of the Leased Premises using qualified consultants and experts of its own choosing, and the Leased Premises is suitable for a temporary, surface public parking lot and in good and sanitary order, repair, and condition. City hereby accepts the Leased Premises in its present condition and, except as otherwise may be set forth herein, without representation or warranty by Lessor as to the condition of such Leased Premises or as to the use of the Leased Premises.

9. Construction and Repair.

(a) Mechanic's Lien. City shall pay, or cause to be paid, all costs and expenses for work done by City, or caused to be done by City, on the Leased Premises of a character which could result in any lien on the Hotel Parcel, and City will keep the Leased Premises free and clear of any mechanic's lien and/or other lien on account of work done for City or at its request.

Should any claims of lien be filed and/or recorded against the Leased Premises, or any action affecting the title thereto commenced, City shall give Lessor written notice thereof as soon as it has knowledge of the action.

(b) Construction. City shall not build or construct any improvement, or make any structural change, addition, or remodeling to the Leased Premises without the Lessor's prior written consent. In the event that Lessor provides City with the required written consent, City shall at its own cost comply with any and all Federal, State, or local laws

and/or regulations applicable to any such construction, alteration, or remodeling to or within the Leased Premises to upgrade them to satisfy current standards.

10. Destruction. If the Leased Premises is totally destroyed during the term of this Lease Agreement by fire, flood, earthquake, or other casualty, whether or not covered by insurance, this Lease Agreement shall terminate.

11. Condemnation. If all or part of the Leased Premises is taken by condemnation such that the Leased Premises is no longer usable for a temporary, paved surface public parking lot, this Lease Agreement shall terminate. City shall be entitled only to that portion of the proceeds of condemnation which is directly attributable to the value of City's interest in this Lease Agreement.

12. Compliance with Laws. City agrees to comply with all applicable zoning, municipal, county and state laws, ordinances and regulations governing the use of the Leased Premises. City agrees to secure and maintain throughout the Term and any Extended Term any federal, state or local licenses or permits required in order to use the Leased Premises for a temporary surface public parking lot . City's failure to do so shall be considered a material breach of this Lease Agreement. City is responsible for compliance with all Federal requirements for improvements, construction and/or repair work outside of the Lessor's obligations.

13. Assignment.

(a) Prohibition Against Assignment and Encumbrance. This Lease Agreement and any rights or obligations of City hereunder shall not be sold, assigned, transferred, leased, assigned, sublet, conveyed, hypothecated either in whole or in part, or in any manner, without Lessor's prior written consent. The City shall not allow any other person or entity to occupy or use all or any part of the Hotel Parcel or Leased Premises without first obtaining Lessor's written consent. Consent to any assignment shall not constitute a further waiver of the provisions of this section.

(b) Involuntary Assignment. No interest of Lessee in this Lease Agreement shall be assignable by operation of law, including, without limitation, the transfer of this Lease Agreement by testacy or intestacy. Each of the following acts shall be considered an involuntary assignment:

(i) If City is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which City is the bankrupt party; or, if the City is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors;

(ii) If a writ of attachment or execution is levied on this Lease Agreement;

(iii) If, in any proceeding or action to which Lessee is a party, a receiver is appointed with authority to take possession of the Leased Premises.

(iv) An involuntary assignment shall constitute a default by City and Lessor shall have the right to elect to terminate this Lease Agreement, in which case this Lease Agreement shall not be treated as an asset of City.

(v) If a writ of attachment or execution is levied on this Lease Agreement, City shall have ten (10) days in which to cause the attachment or execution to be removed. If any involuntary proceeding in bankruptcy is brought against Lessee, or if a receiver is appointed, Lessee shall have sixty (60) days in which to have the involuntary proceeding dismissed or the receiver removed.

14. Taxes. Lessor shall pay during the term of this Lease Agreement, without abatement, deduction, or offset, any and all real and personal property taxes, general and special assessments, and other charges (including any increase caused by a change in the tax rate or by a change in assessed valuation) of any description levied or assessed during the term of this Lease Agreement by any governmental agency or entity on or against the Hotel Parcel, improvements located on the Hotel Parcel, personal property located on or in the Hotel Parcel or improvements, and the leasehold interest created by this Lease Agreement.

15. Lessor Refinancing. City is aware that Lessor is leasing its interest in the Leased Premises to City and that Lessor's leasehold interest in the Leased Premises is related to an outstanding lease financing. City agrees that it will use best efforts to cooperate with Lessor in connection with a refinancing of the outstanding lease financing, including executing any estoppel, consent, and other similar documents requested by the Lessor.

16. Indemnity. City agrees to and shall defend, indemnify, protect and hold harmless Lessor, its officers, directors, employees and agents harmless from and against any and all loss, damage, injury, accident, casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property arising from or related to any act or omission of City, its employees, agents or contractors, the City's use of the Leased Premises, or as a result of this Lease Agreement. To the greatest extent by law, City waives all claims or demands against Lessor for any loss, damage, or injury to City or City's property in connection with this Lease Agreement or the operation or use of the City's property by City or its agents, servants or contractors or employees and agrees to so indemnify and hold Lessor harmless.

17. Insurance. For the duration of this Lease Agreement, City shall procure and maintain, at its own cost, insurance in the amounts and under the terms set forth in Exhibit B attached hereto against claims for injuries to persons or damages to property which may arise from or in connection with this Lease Agreement.

18. Termination.

(a) Termination for Cause. In the event City engages in, or permits any other person to engage in, any illegal activities in, on, or about the Hotel Parcel or the Leased Premises, whether with or without a criminal conviction, Lessor shall have the right to immediately terminate this Lease Agreement and demand City surrender the Leased Premises.

Except for immediate termination as provided for in this Lease Agreement, should City at any time during the term of this Lease Agreement be in default in the performance of any of the terms, conditions, rules, covenants, or requirements herein contained or otherwise agreed to by the parties, including the rules and regulations established by Lessor regarding the use of, or access to, the Hotel Parcel and Leased Premises, and should such default continue for thirty (30) days after written notice thereof from Lessor to City specifying the particulars of such default, or should City vacate or abandon the Leased Premises, then in any such event it shall be at the option of the Lessor, the Lessor's right to declare this Lease Agreement terminated and re-enter the Leased Premises and take possession thereof and remove City's fixtures and furnishings, and City shall have no further claim thereon or hereunder.

(b) Lessor's remedies in this section shall be in addition and supplemental to any and all other rights or remedies which Lessor may have pursuant to this Lease Agreement and/or under the law.

19. Default. Any of the following events or occurrences shall constitute a material breach of this Lease Agreement by City and, after the expiration of any applicable grace period, shall constitute an event of default (each an "Event of Default"):

(a) The failure by City to perform any obligation under this Lease Agreement, which by its nature City has no capacity to cure;

(b) The failure by City to perform any other obligation under this Lease Agreement, if the failure has continued for a period of ten (10) days after Lessor demands in writing that City cure the failure. If, however, by its nature the failure cannot be cured within ten (10) days, City may have a longer period as is necessary to cure the failure, but this is conditioned on City's promptly commencing to cure within the ten (10) day period and thereafter completing the cure within thirty (30) days after Lessor demands in writing that City cure the failure. City shall indemnify and defend Lessor against any liability, claim, damage, loss, or penalty that may be threatened or may in fact arise from that failure during the period the failure is uncured;

(c) Any of the following: a general assignment by City for the benefit of City's creditors; any voluntary filing, petition, or application by City under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment, vacation, or surrender of the Leased Premises by Lessee without Lessor's prior written consent; or the dispossession of City from the Leased Premises (other than by Lessor) by process of law or otherwise;

(d) The abandonment of the Leased Premises by City.

20. Remedies. Upon the occurrence of an Event of Default, Lessor may pursue all rights or remedies available to Lessor at law or in equity.

21. Waiver. Any express or implied waiver of a breach of any term of this Lease Agreement shall not constitute a waiver of any further breach of the same or other term of this Lease Agreement.

22. Surrender of Leased Premises. Upon the expiration of this Lease Agreement, or no later than ten (10) days after its termination, City shall surrender the Leased Premises to Lessor, and all improvements and alterations thereto, in good condition except for ordinary wear and tear occurring after the last necessary maintenance made by City and/or destruction to the Leased Premises covered by Section 10 of this Lease Agreement.

Lessor may elect to retain or dispose of in any manner any alterations, improvements, fixtures, or furnishings that City does not remove from the Leased Premises on expiration or termination of the Lease Agreement by giving at least ten (10) days' notice to City. Title to any such improvements, alterations, fixtures, or furnishings that Lessor elects to retain or dispose of on expiration of the ten (10) day period shall vest in Lessor. City waives all claims against Lessor for any damage to City resulting from Lessor's retention or disposition of any such improvements, alterations, fixtures, or furnishings. City shall be liable to Lessor for Lessor's costs for storing, removing, and disposing of any improvements, alterations, fixtures, or furnishings.

23. Entry by Lessor. City shall permit Lessor, its officers, employees, and agents to enter into and upon the Leased Premises upon reasonable notice for the purpose of inspecting the Leased Premises, enforcing the rules and regulations under this Lease Agreement, and the posting of such legal notices as Lessor may deem necessary or convenient.

(a) Lessor and its agents may enter the Leased Premises at any reasonable time upon reasonable notice to City, or immediately in the case of an emergency, for the purpose of: (i) inspecting the Leased Premises; (ii) posting notices of nonresponsibility; (iii) supplying any service to be provided by Lessor to City; (iv) showing the Leased Premises to prospective purchasers, mortgagees, or tenants (v) making necessary alterations, additions, or repairs as required by this Lease Agreement or to otherwise perform Lessor's duties under this Lease Agreement; (vi) determining whether City is complying with the terms of this Lease Agreement; (vii) performing City's obligations when City has failed to do so after written notice from Lessor, if required by the terms of this Lease Agreement; (viii) placing on the Leased Premises ordinary for lease signs or for sale signs; (ix) doing of other lawful acts that may be necessary to protect Lessor's interest in the Leased Premises under this Lease Agreement; and (x) responding to an emergency.

(b) Lessor shall have the right to use any means Lessor deems necessary and proper to enter the Leased Premises in an emergency. Any entry into the Leased Premises obtained by Lessor in accordance with this section shall not be a forcible or unlawful entry

into, or a detainer of, the Leased Premises, or an eviction, actual or constructive, of City from the Leased Premises, nor shall such entry give rise to a claim for rent abatement.

24. Notices. Wherever in this Lease Agreement it shall be required or permitted that notice or demand be given or served by either party to this Lease Agreement to or on the other, such notice or demand shall be given or served in writing and forwarded by registered mail, addressed as follows, though any party may change such address or contact person by written notice by registered mail to the other:

City: Community Development Director
City of Livermore
1052 South Livermore Avenue
Livermore, California 94550

Lessor: 2205 Railroad Avenue LLC
A Delaware limited liability company

Attn:
262 Glorietta Boulevard
Orinda, California, 94563

25. Holding Over. Any holding over without the Lessor's prior written consent shall be prohibited.

26. Modification. This Lease Agreement may only be modified or amended by written agreement signed by both parties hereto.

27. General Provisions.

(a) Time of Essence. Time is of the essence for each provision of this Lease Agreement.

(b) Relationship of the Parties. Nothing contained in this Lease Agreement shall be deemed or construed by the parties or by a third party to create the relationship of principal and agent, and/or of partnership, and/or of joint venture, and/or of any association between the parties, other than the relationship of Lessor and Lessee.

(c) Entire Agreement. This instrument, including any attachments hereto, constitutes the entire agreement of the parties relating to the subject matter of this Lease Agreement and correctly sets forth the rights, duties, and obligations of each party to the other, but this Lease Agreement does not supersede any provision in the DDLA.

(d) Partial Invalidity. If any provision or portion of this Lease Agreement shall be deemed invalid, it is agreed that such invalidity shall affect only such provision or portion thereof, and the remainder of this Lease Agreement shall remain in force and effect.

(e) California Law. This Lease Agreement shall be governed by and construed in accordance with the laws of the State of California.

(f) Review of Lease. Each party to this Lease Agreement declares that prior to the execution of this Lease Agreement, each party had the opportunity to seek the independent advice of counsel and that they apprised themselves of sufficient relevant information in order that they might intelligently exercise their own judgment in deciding whether to execute this Lease Agreement. Each party agrees that they have completely read and understood the Lease Agreement, know the contents thereof, and have signed the Lease Agreement of their own free will and free of any duress. No single party has drafted this Lease Agreement and it shall not be interpreted against any party as the drafting party.

(g) Performance Excused. The parties shall be excused from performance, as hereunder agreed to, if such performance is rendered impossible, impractical, or unreasonably difficult by, but not limited to, any strike, lockout, labor disturbance of any kind, civil commotion, war, acts of terrorism, shortage of any supply or labor, shortage of water, weather, act of government authority, enactment or change in laws or regulations, breakdown of facilities or any cause outside of the parties' control.

(h) Mutual Termination. This Lease Agreement may be terminated at any time concerning the rights and responsibilities of the parties who, between them, agree to such a termination.

(i) Headings. The headings used in this Lease Agreement are intended for reference only and do not define or limit the scope or meaning of any provision of this Lease Agreement.

(j) Waiver. A term or condition of this Lease Agreement may be waived at any time by the party entitled to the benefit thereof, but no such waiver shall affect the right of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or of any other term or condition. City shall not be excused from complying with any of the terms and conditions of this Lease Agreement by any failure of the City upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

(k) Attachments. All attachments referred to in and attached to this Lease Agreement are incorporated by reference as though set forth in full.

(l) Attorney's Fees and Costs. If either party commences an action against the other party to enforce this Lease Agreement, the prevailing party is entitled to reasonable attorney's fees, costs of suit, investigation costs and discovery costs, including costs of appeal.

************Signatures and Attachment List On Next Page************

IN WITNESS WHEREOF, the parties to this Lease Agreement have executed this Lease Agreement as of the dates set forth below.

2205 Railroad Avenue LLC
A Delaware limited liability company

By: PresidioCo Bay Area LLC
A Delaware limited liability company
its manager

Lessor
By: _____ Dated: _____
[Signer's Name]
[Signer's Title]

City or Lessee

City of Livermore
A Municipal Corporation

By: _____ Dated: _____
Marc Roberts
City Manager

Approved as to Form:

By: _____
Assistant/City Attorney

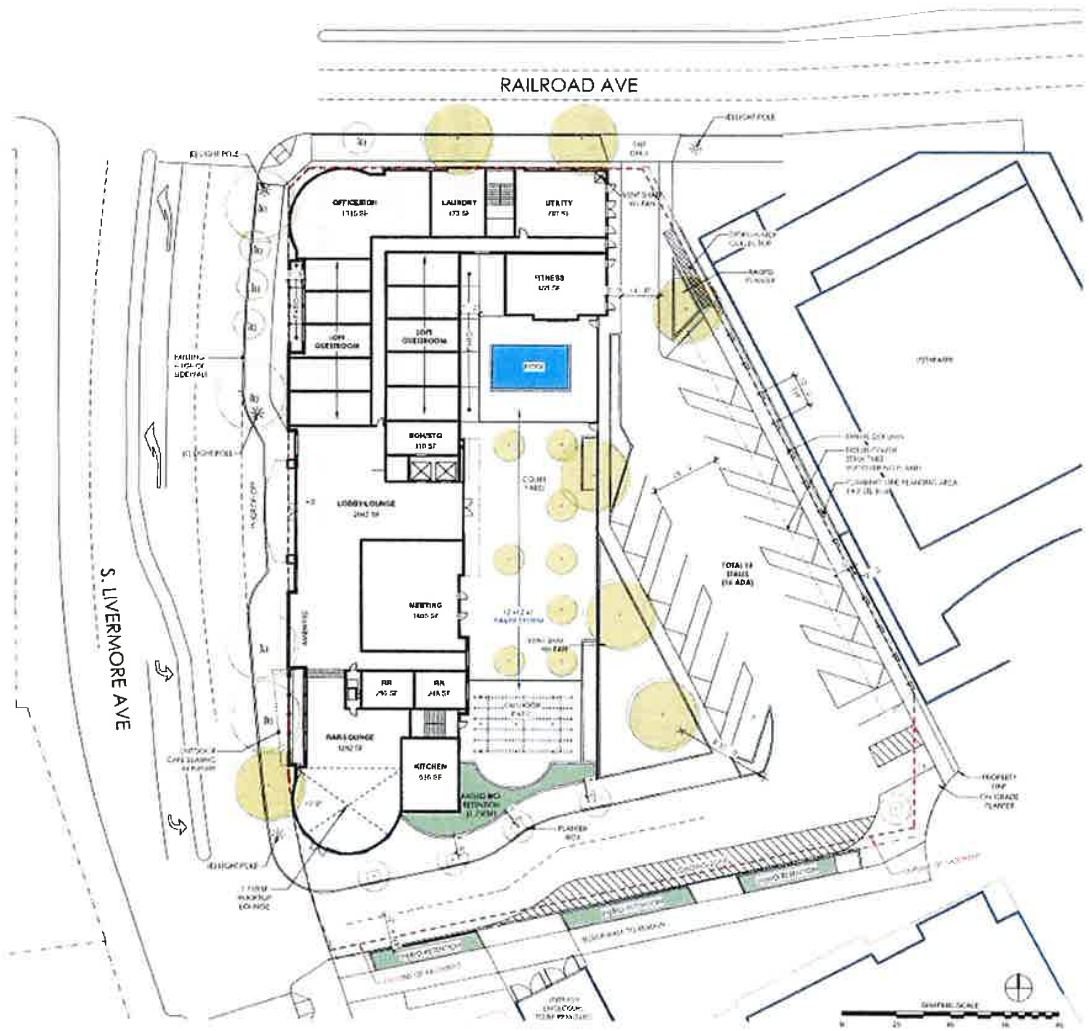
Attachments:
Exhibit A – Real Property Site Plan – Hotel Parcel
Exhibit B – Insurance Requirements

Item 6.1
Revised Exhibit A

NOTE: The only change in the document is:
PresidioCo Holdings became Presidio Bay Area LLC

EXHIBIT A

REAL PROPERTY SITE PLAN - HOTEL PARCEL



ADDRESS:
APPLICANT:
APN:
SITE AREA:
ZONING:
CODE CLASSIFICATION & TYPE:
BUILDING CONSTRUCTION TYPE:
HEIGHT:

AREA SUMMARY

LEVEL	PROGRAM	AREA (APPROX.)	AREA (APPROX.)	ROOM COUNT	STALLS COUNT	NOTES
LEVEL 2	GUEST ROOMS					
LEVEL 3	GUEST ROOMS					
LEVEL 4	GUEST ROOMS					
TOTAL						

HRGA ARCHITECTURE

presidio companies

LIVERMORE HOTEL

12/16/2021

Exhibit B – Insurance Requirements
(Insurance to be provided at time of execution of Lease Agreement)

Terms and Conditions of Deed Restriction to Grant Deed

The following are requirements and restrictions to the Grant Deed for APN 098-0407-031-00 & 098-0407-033-00 (Hotel Parcel):

2205 Railroad Avenue LLC (Grantor) shall hereby grant to the City of Livermore, a municipal corporation (Grantee), public access and use to over and on rooftop public open space on the roof of the hotel. This open space is required to comply with the following:

1. The rooftop public open space area shall be comprised of a minimum 3,500 square foot publicly accessible area on the roof on the southern side of the building and provide seating for a minimum of 15 people.

2. The rooftop public open space area shall be accessible by elevator, provide lighting for safety purposes, and meet all State and Federal accessibility standards in effect at the time of construction.

3. The rooftop public open space shall be available for public use at least 6 days each week from 11 a.m. to 8 p.m. In addition, public use of the rooftop public open space shall be available each year from 9:00 a.m. to 10:00 p.m. on the Fourth of July, from 9:00 am to 9:00 pm for the Downtown Winter Holiday Parade event and the Downtown Rodeo Parade, and from 11 a.m. to 8 p.m. on all other federal holidays.

4. Rooftop public open space access routes and hours of operation shall be posted in the hotel lobby and on the hotel website.

5. Any closures of the rooftop public open space for private activities shall be posted in the lobby and on the hotel website a minimum of 24 hours in advance.

6. Hotelier shall maintain a log of closures for private events to demonstrate compliance with the open hour requirements.

7. The rooftop public open space area may also include amenities such as tables, umbrellas, shade structures, planting, and other similar amenities.

8. The hotel may also provide additional components or structures on the rooftop area, such as a kitchen or warming kitchen, bar, restrooms, and related structures. The square footage required for these components shall be in addition to the minimum 3,500 square foot area required for public open space.

EXHIBIT Q

LIVERMORE
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Downtown Hotel

Disposition, Development and Loan Agreement

City Council

January 10, 2022

1

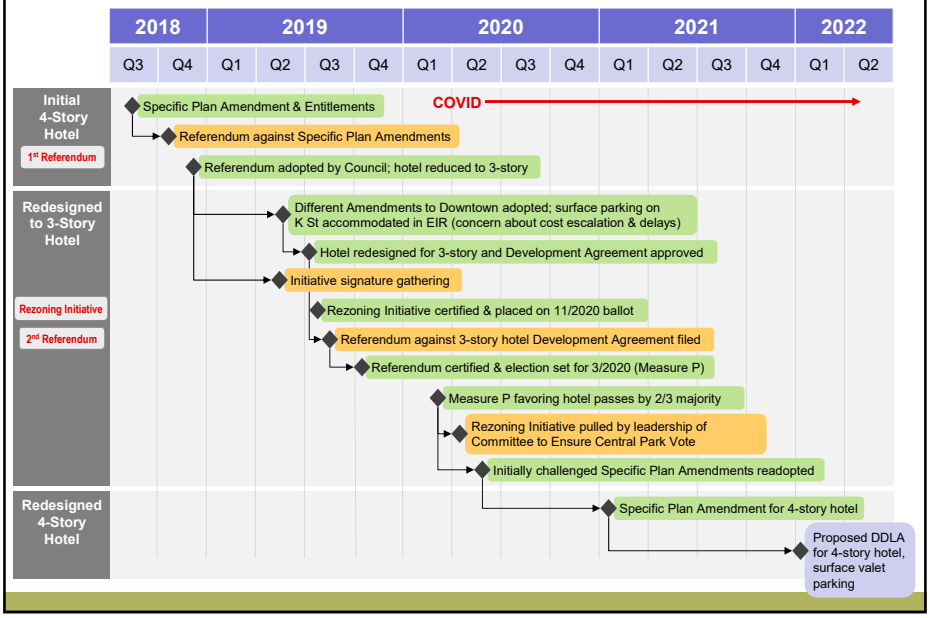
Project Site



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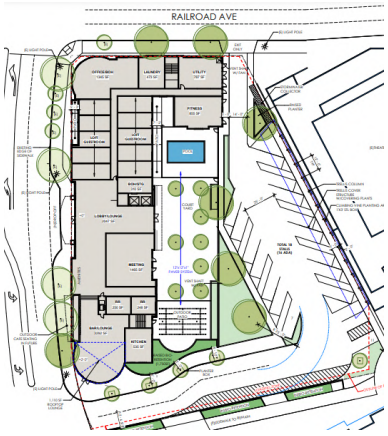
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Background



3

Disposition, Development & Loan Agreement



- The City will sell the property to Presidio at a price of $71,521.
- Presidio will develop an upscale hotel with between 125-135 rooms.
- Amenities include an approximately 3,300 square foot bar/lounge, 1,500-2,000 square foot meeting space, rooftop deck, fitness center, outdoor pool, and an open courtyard and patio.

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Disposition, Development & Loan Agreement

The DDLA terms require Presidio to:

- Participate in a Community Facility Maintenance District for Downtown Improvements (CFMD) to help fund Stockmen's Park maintenance
- Construct, operate, and manage a solid waste facility that will serve the Livermore Valley Center (Bankhead Theater and Plaza, First Street & Railroad Mixed Use Projects, and Livermore Cinema)
- Construct a public roadway and parking spaces on the hotel site, including public ADA accessible spaces
- Grant public access to the rooftop deck
- Lease the hotel site for public parking until the hotel commences construction

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5

K Street Parking



- The City will provide a loan of $1,923,750 to Presidio for the purchase of the parking parcel.
- The loan is at 3.5% interest rate
- The interest rate reflects an agreement to lease this parcel back to the City for use as overflow parking during L Street Garage construction.

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Next Steps

March 2022	Planning Commission reviews hotel design
April 2022	City Council reviews hotel design



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Recommendation

Staff recommends the City Council adopt two resolutions and direct the following:

1. Declaring that Parcel A and Subsurface Parcel C of Parcel Map 9999 are exempt surplus land as defined in Government Code Section 54221; and
2. Finding the Disposition, Development and Loan Agreement is consistent with, and analyzed by, the addendums to the Downtown Specific Plan 2009 Subsequent Environmental Impact Report that were adopted by City Council on September 10, 2018 by Resolution 2018-153, May 13, 2019 by Resolution 2019-064, and October 26, 2020 by Resolution 2020-178, the categorical exemption for infill development for the Downtown Hotel Term Sheet dated February 26, 2018, and the 2004 Downtown Specific Plan Environmental Impact Report, and authorizing the City Manager to execute the DDLA, including the $1,923,750 Predevelopment Loan, and all documents necessary to effectuate the actions described in the DDLA;
3. Authorizing the City Manager to execute on behalf of the City the Amended and Restated Disposition and Development and Loan Agreement; and
4. Supplemental appropriation of $1,923,750 from the General Fund to be directed to the Site Acquisition Loan described in the DDLA.

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Report from the Director of Emergency Services regarding the COVID-19 emergency

January 10, 2022

Presented by Marc Roberts, Director of Emergency Services

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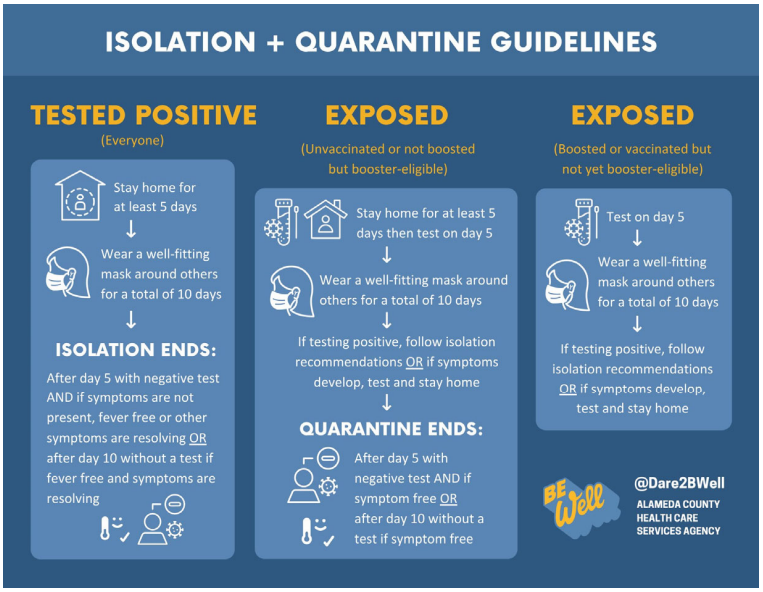
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Updates Since We Last Met

- COVID variants – Vaccination and getting boosted continue to provide the best protection against severe illness.
- Booster doses are now recommended for everyone 12 years and older.
- The CDC recommends that people ages 5+ years with moderately to severely weakened immune systems who received the Pfizer vaccine should get an additional dose of vaccine 28 days after their 2nd shot.
- Alameda County's local isolation and quarantine orders now align with the State's 5-day isolation and quarantine options.

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3

Updates Since We Last Met

- Effective December 30, everyone must wear masks in all indoor settings, regardless of vaccination status. Alameda County's Health Officer rescinded a previous health order allowing fully vaccinated people to go unmasked in certain settings.
- The Statewide masking requirement is extended through February 15.
- With the increase in cases, City operations continue. We are in communication with the County and our local vaccination and testing providers.

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Local Testing Sites

- Alameda County free community testing sites
  - Pleasanton – Axis Community Health (5925 W. Las Positas Blvd.)
  - Pleasanton – Dublin/Pleasanton BART Station (5801 Owens Dr.)
- Stanford Health Care – ValleyCare Community Testing (1111 E. Stanley Blvd., Livermore)
- Las Positas College Parking Lot P operated by CityHealth Urgent Care (3000 Campus Hill Dr., Livermore)
- The County recommends that if you are unable to access a test and believe you have been exposed or have symptoms, you should stay home and follow isolation or quarantine instructions.

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Local Vaccine Clinics

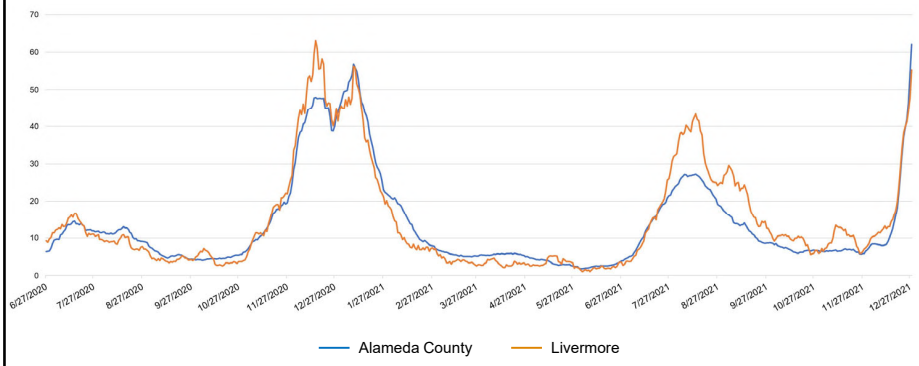
- Upcoming Pfizer Youth Vaccination Clinic at May Nissen Community Center January 12 and February 2
  - Hosted by City, LVJUSD, LARPD and Axis Community Health
  - 1st/2nd doses for students ages 5-11
  - Youth booster doses for ages 12-17
- Standing Clinics:
  - Stanford Health Care – ValleyCare (1133 E. Stanley Blvd.)
    - Monday/Thursday/Saturday for ages 12+
    - Wednesday/Friday for ages 5-11
  - Local pharmacies (CVS, Walgreens, Safeway, Rite Aid, etc.)

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7-Day Rolling Avg of Daily New COVID-19 Cases per 100,000 Population

6/27/2020 to 12/28/2021



Note: sourced from the County's Data Sharing Initiative https://data.acgov.org/

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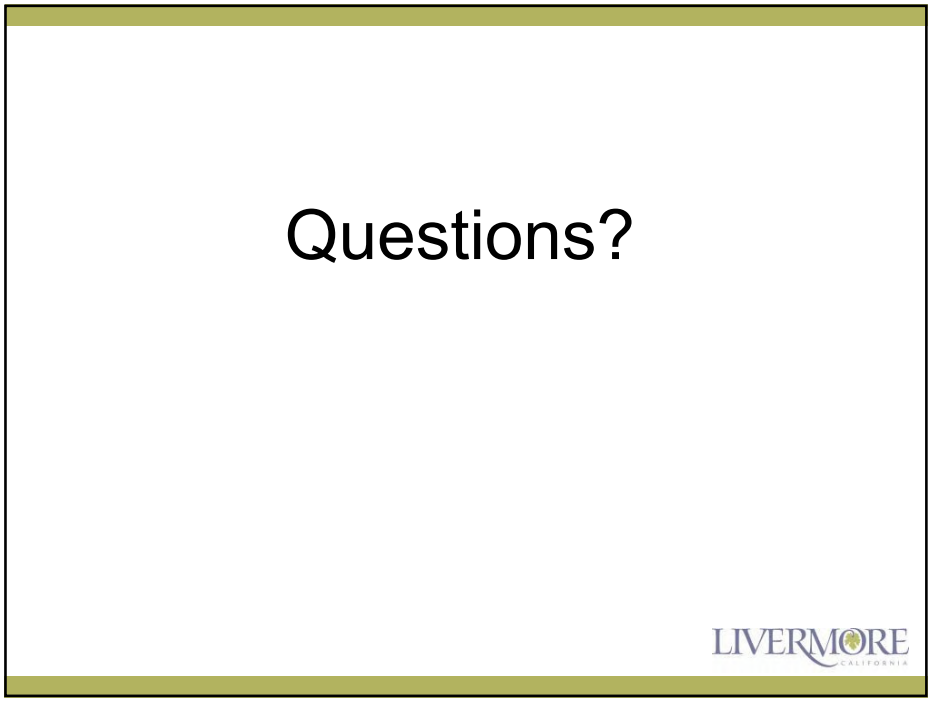
Livermore Vaccination Data

	Pop.	At Least One Dose	Fully Vaccinated	Fully Vaccinated with Booster Dose
Livermore	88,961	80.7%	75.0%	44.6%
Alameda County	1,648,969	86.3%	80.0%	48.0%

Note: sourced from the County's COVID data site https://covid-19.acgov.org/data

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Draft Vision Statement and Guiding Principles

January 10, 2022

Presented by

Andy Ross, Senior Planner

Joanna Jansen, PlaceWorks

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1

Presentation Overview

1. What is a Vision Statement?
2. Overview of Development Process and Community Outreach
3. Visioning Themes
4. Feedback and Recommendations from Advisory Committee and Planning Commission
5. Draft Vision Statement and Guiding Principles

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Project Components



- Vision Statement and Guiding Principles
- Existing Conditions Reports
- Land Use Alternatives
- Policy Development
- Housing Element
- Draft General Plan
- Environmental Impact Report (EIR)

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3

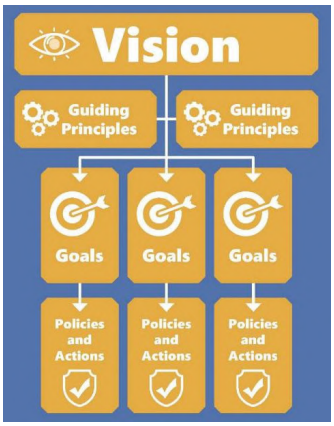
ImagineLivermore2045.org



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General Plan Vision and Guiding Principles

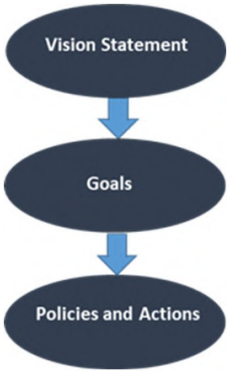


- Describe the future of Livermore as you would like it to be in 2045
- Express shared community values
- Relate to topics in the General Plan
- Guide preparation of General Plan content
- Guide how the General Plan will be realized
- Are unique to Livermore

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From Vision to Policy: Example



- **Vision Statement**
  "Livermore maintains a healthy local economy"
- **Goal** (desired outcome)
  Increased Local Jobs.
- **Policies and Actions** (directives to achieve the goal)
  New land use designations for commercial uses.
  Develop a program to attract new businesses to the Industrial Park.

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Vision Statement Process



1. Community Input – September to October
2. Draft Vision and Guiding Principles
3. GPAC Review – October 27
4. Planning Commission Review – November 16
5. City Council Direction – Tonight

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Visioning Outreach

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Visioning Outreach Activities



- **Six pop-ups**
  1. Thursday 9/9 – Farmers' Market
  2. Tuesday 9/14 – Marylin Avenue School Food Pantry
  3. Thursday, 9/30 – Farmers' Market
  4. Sunday, 10/10 – Rincon Library
  5. Thursday, 10/14 – Farmers' Market
  6. Saturday, 10/16 – Livermore Pridefest
- **Virtual Workshop – Thursday, 9/23**
- **Civic Center Library Outdoor Open House – Saturday, 9/25**
- **Online Activity –Thursday, 9/9 to Sunday, 10/3**
- **Communitywide Survey (randomly selected sample) – Thursday, 9/9 to Thursday, 9/30**

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How many did we engage with?



- Outreach events: 500 people
- Online participants: 80
- Community survey: 450
- Total= 1,030 people

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Outreach Materials and Questions



All outreach materials were bi-lingual:

- Business cards with project website
- Flyer advertising community events
- Flyer on the GPU process

Same 4 questions at September events:

- What do you like about Livermore?
- What is your vision for Livermore in 2045?
- What guiding principles should steer the General Plan?
- What key issues should the General Plan address?

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Online engagement



- Social Pinpoint Ideas Wall
- 80 participants
- 214 total comments
- Asked the same 4 questions online

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Themes of Visioning Outreach

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What do you like about Livermore?

- Small town
- Family friendly
- Welcoming
- Inclusive
- Diverse
- Community
- Safe
- Downtown
- Restaurants
- Wineries
- Library
- Schools
- Bankhead Theater
- National Laboratories
- Farmers' Market
- Parks
- Arts and Events
- Open space
- Greenbelt around the city
- Biking
- Walking/hiking





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What is your vision for Livermore in 2045?

- Small town feel, family friendly
- Safe and healthy community
- Vibrant downtown
- Strong local economy, economic opportunity
- An accessible transportation system for pedestrians, bicyclists, and public transit
- Variety of affordable housing options
- Protected open space



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What guiding principles should steer the General Plan?



- Diversity
- Inclusivity
- Equity
- Safety
- Prosperity
- Balance
- Sustainability
- Family friendly/ welcoming

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What key issues should the General Plan address?

- Lack of affordable and diverse housing
- Crime
- Community health
- Climate change
- Managed growth
- Public services and infrastructure level of service
- Traffic/congestion
- Public transit system including BART to Livermore
- Parking
- Negative impacts to city from airport expansion
- Homelessness
- Rent control
- More high-density housing
- No four-story housing developments





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Themes of GPAC Feedback

- Generally agreed the Draft Vision Statement and Guiding Principles captured the Livermore essence
- Use more aspirational terminology
- Add the concept of resiliency.
- Honor Native Americans



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Themes of Planning Commission Recommendations

- Agree with GPAC feedback
- Vision Statement needs more emotional resonance
- Use aspirational language
- Include economic sustainability
- Integrate the concept of reliability, resiliency, and security of resources
- Include family-friendly wording
- Include attributes: sciences, arts, cultural amenities, jobs, and breweries
- Revise agricultural heritage to an active statement
- Incorporate biological diversity into open space preservation



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Draft Vision and Guiding Principles

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Draft Vision Statement

In 2045, Livermore is safe and welcoming for all. Residents and visitors enjoy a vibrant, active, clean downtown, complemented by commercial districts distributed throughout the city's various neighborhoods. Known for a healthy economy, Livermore supports a diverse variety of local jobs including those in science and technology, arts and trades, and agriculture. Livermore is recognized for its public art and cultural amenities, which are enjoyed by the local community and visitors alike. Individuals and families of all types and income levels find diverse housing choices close to shopping and entertainment, jobs, well-maintained parks, and exceptional schools.





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Draft Vision Statement

Residents and visitors value clean energy, water, and air that contribute to Livermore's high quality of life. Everyone appreciates the availability of pleasant, convenient, zero-emission mobility and enjoys a variety of travel options. People walk and bike on paths, sidewalks, and trails for errands, to meet their daily needs, and for fun.

In 2045, Livermore is a unique community with a big heart where families and individuals flourish, and diverse people work together for the common good. Neighbors cultivate a connection to their city and to each other fostering a close-knit community where civic life and opportunity thrive.





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Draft Guiding Principles



- **Balance.** We prioritize well-designed development and thoughtful preservation and collaborate to choose carefully among the tradeoffs inherent in progress.
- **Diversity.** We welcome and celebrate everyone, respect and listen to differing viewpoints, seek out the voices of those who have been underserved, and ensure everyone has a say in City decisions.
- **Equity.** We create opportunities to thrive in healthy homes and neighborhoods and connect people to the services they need.
- **Prosperity.** We take pride in our excellent, fiscally sound City services and infrastructure that support a growing population and an abundant, adaptable local economy where people come to work, shop, dine, and spend time at our parks and open spaces, wineries, breweries, and cultural venues.
- **Sustainability.** We protect open spaces for its scenic, watershed, biological and recreation value, integrate nature into the urban environment, minimize our negative impacts on the planet, and proactively reduce our greenhouse gas emissions. We use our financial resources productively and at a manageable rate.
- **Resiliency.** We plan ahead to adapt to a changing climate, manage resources wisely, and ensure the stability of our homes, businesses, energy, and infrastructure.
- **Integrity.** We recognize the Ohlone people as the original stewards of this area and honor small-town roots as we plan for future generations.

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Recommendation

The Planning Commission and staff recommend the City Council adopt a Resolution approving the General Plan Update – Draft Vision Statement and Guiding Principles.

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LAVTA ZEB Transition Study

January 10, 2022

Steve Clermont, Director of Planning & Deployment
Savannah Gupton, Lead Managing Consultant
Niki Rinaldi El-Abd, Lead Associate

1

About CTE

WHO WE ARE
501(c)(3) nonprofit engineering and planning firm

OUR MISSION
Improve the health of our climate and communities by bringing people together to develop and commercialize clean, efficient, and sustainable transportation technologies

PORTFOLIO
$600+ million

- *Research, demonstration, deployment*
- *118 Active Projects totaling over $316 million*

OUR FOCUS
Zero-Emission Transportation Technologies

NATIONAL PRESENCE
Atlanta, Berkeley, Los Angeles, St. Paul

2

CTE Service Areas



3

CARB Innovative Clean Transit Regulation

100% ZEB Fleet by 2040 is not a mandate, but a goal
There is only a *purchasing* mandate:

ZEB Purchase Requirements

Starting January 1	ZEB Percentage of Total New Bus Purchases
2026	25%
2027	25%
2028	25%
2029	100%

- Small CA Transit Agencies (<100 buses) are required to submit a board-approved ZEB Rollout Plan by **July 1, 2023.**

4

Battery Electric Buses & Fuel Cell Electric Buses

Battery Electric Buses (BEB)

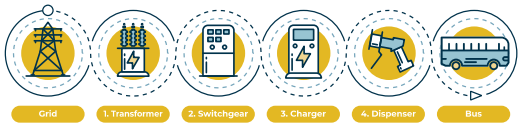
- May need to increase fleet size
- Fueling time longer than ICE* bus
- Fuel cost highly variable. Could be higher or lower than fossil fuels
- BEB bus cost approximately 50% higher than LAVTA diesel bus
- Infrastructure costs increases per bus when scaled up

*Internal Combustion Engine

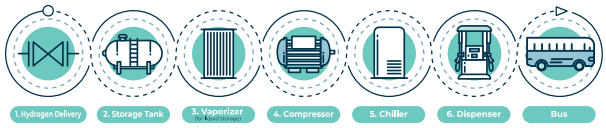
Fuel Cell Electric Buses (FCEB)

- Comparable range to ICE* bus – 1:1 replacement ratio
- Fueling time comparable to ICE bus
- Fuel cost moderately higher than fossil fuel
- Bus cost 70% higher than LAVTA diesel bus
- Infrastructure costs reduce per bus when scaled up
- Greater resilience
- Fewer entrants in market compared to BEB

BEB Fuel Delivery Pathway

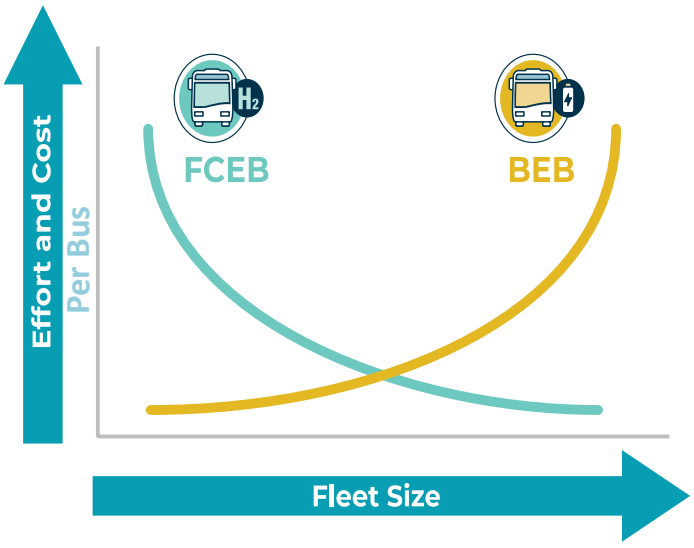


FCEB Fuel Delivery Pathway



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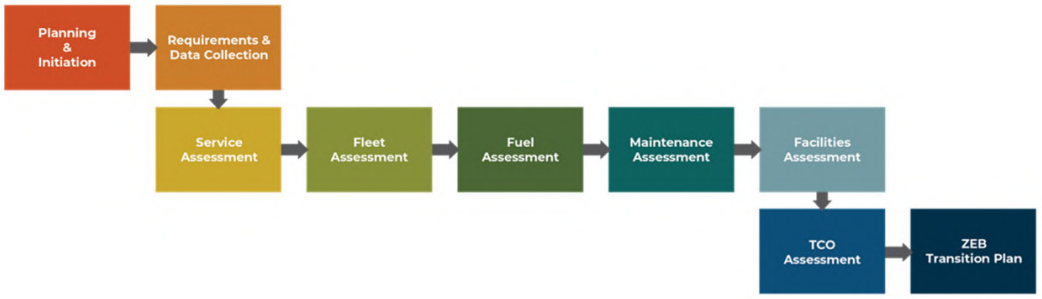
ZEB Infrastructure Scalability



- FCEB: High initial cost for H2 fueling stations can be leveraged over many buses in larger fleets
- BEB: More equipment and infrastructure is needed to support larger fleets

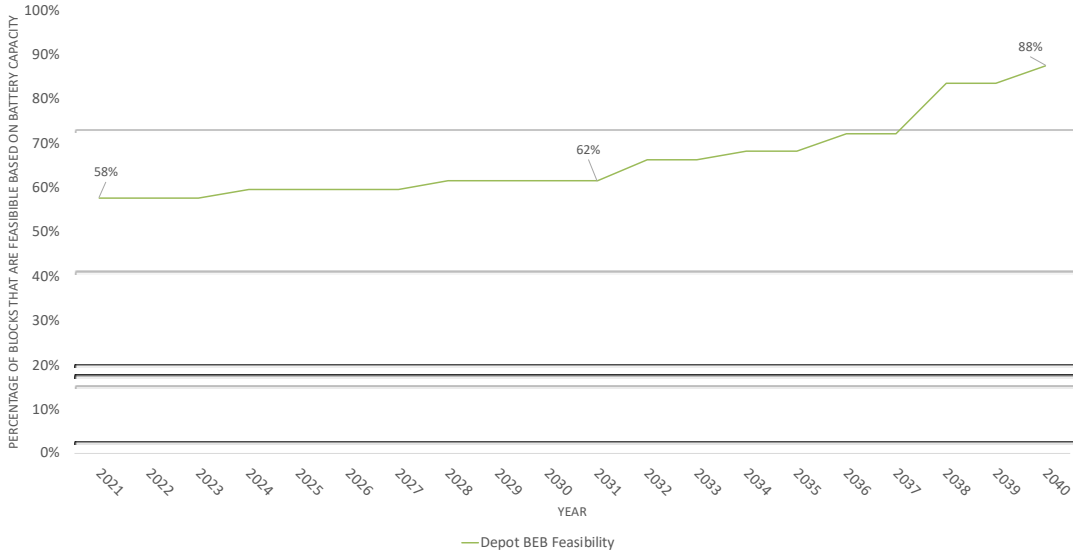
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ZEB Transition Methodology



7

Overnight Depot-Charged BEB Service Feasibility



8

ZEB Technology Fleet Transition Scenarios

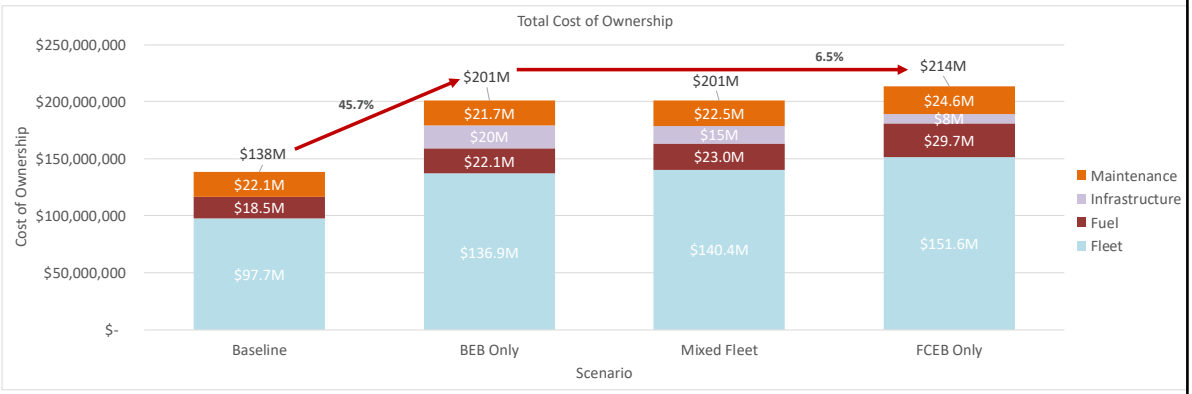
Additional ZEB technology solutions are required to achieve a 100% zero-emission fleet transition

- Depot & on-route charged battery-electric buses (BEBs)
- Depot charged battery-electric buses (BEBs) & fuel cell electric buses (FCEBs)
- Fuel cell electric buses (FCEBs) only

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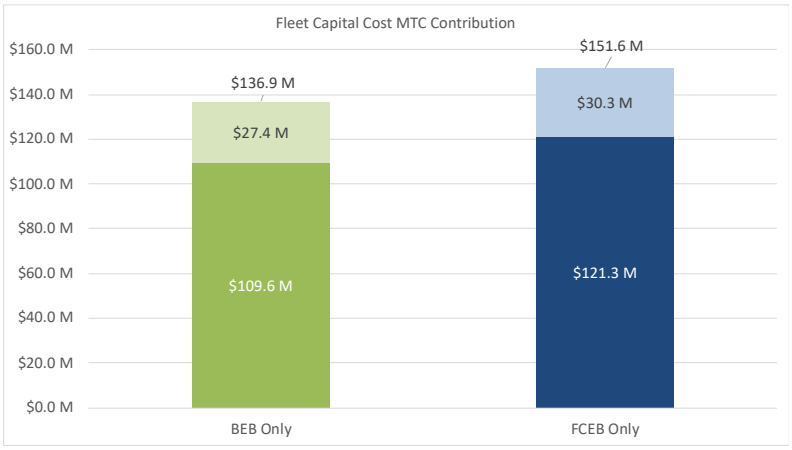
Total Cumulative Capital & Operating Costs

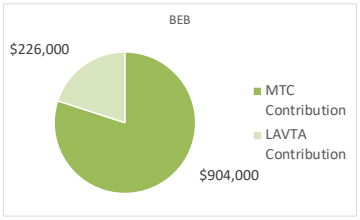
All Scenarios, 2021-2040

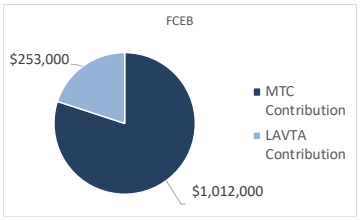


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Incremental Bus Capital Costs

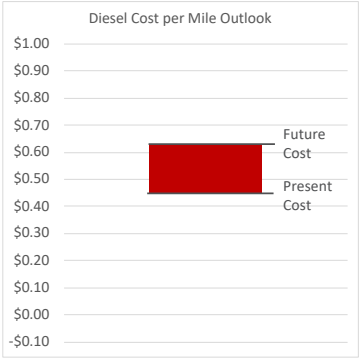


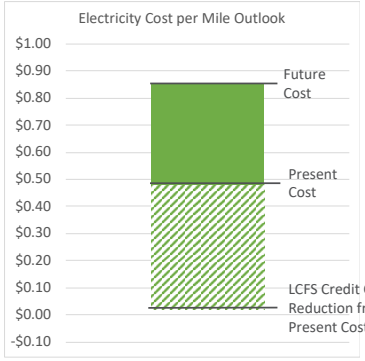


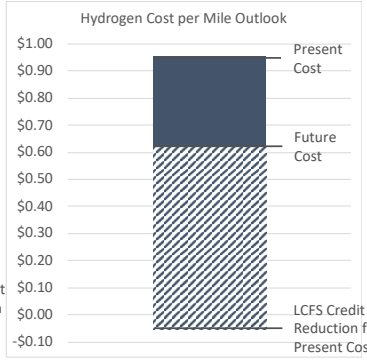


11

Fuel Cost per Mile Comparison







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LAVTA Staff Recommendation: FCEB

- FCEBs provide greater flexibility in deployment planning due to greater comparable range than BEBs.
- General expectation that H_2 fuel prices will trend lower in next decade, with growing opportunities for green hydrogen.
- Opportunities to leverage economy of scale with Valley Link project.
- Stronger service resilience following a major disaster.
- Less infrastructure needed at Atlantis and transit centers.
- Higher reported availability than BEB*

** AC Transit ZETBTA report (Part 1)*

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Performance Data

Fleet availability – a measurement of the vehicle readiness status for morning pull out at 7 a.m.

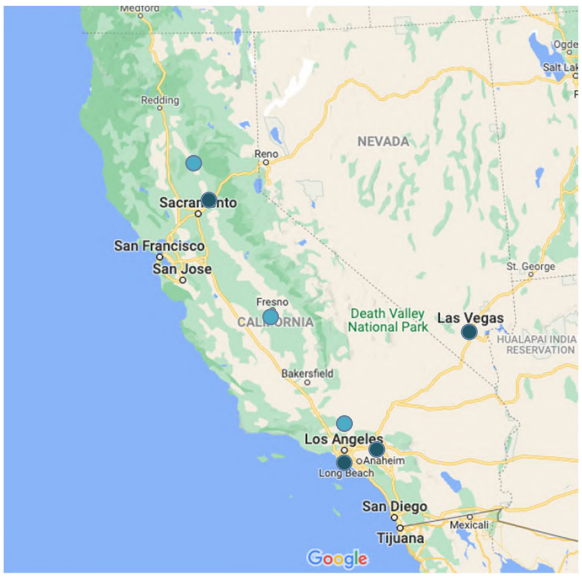
Miles between road calls (MBRC) – an indicator that measures the vehicle miles between mechanical failures during revenue service

Jul 2020 – Dec 2020	BEB	FCEB
Fleet availability	57%	90%
MBRC	8,109	10,406

** AC Transit ZETBTA report (Part 1)*

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Hydrogen Production Centers



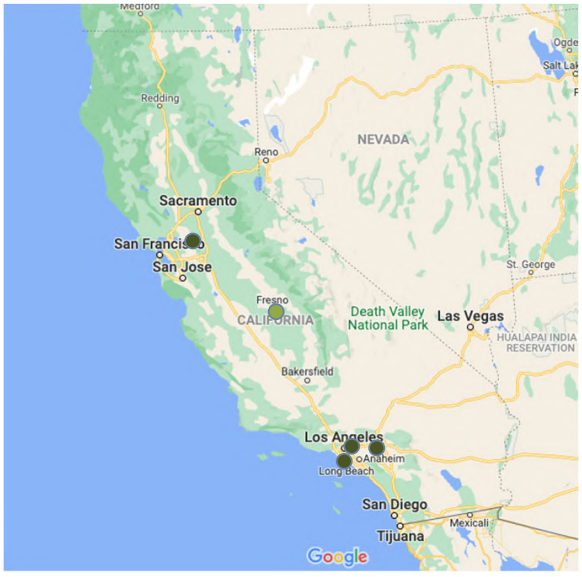
Hydrogen Producers

1. Air Liquide (Las Vegas)
2. Air Products (Sacramento & Los Angeles)
3. Linde (Ontario, CA)
4. *Plug Power (Fresno) – Proposed*
5. *SG2 H2 Energy (Butte & Lancaster) – Proposed*

Proposed Hydrogen Production Centers
In-Service Hydrogen Production Centers

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Hydrogen Storage & Distribution Centers



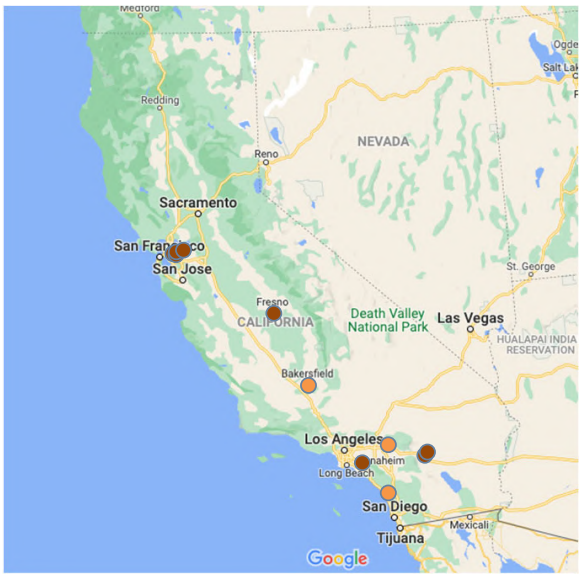
Distribution Center Operators

1. First Element (Livermore)
2. Shell (Los Angeles & Port of Long Beach & Ontario)
3. *Plug Power (Fresno) – Proposed*

Proposed Hydrogen Distribution Hubs
In-Service Hydrogen Distribution Hubs

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Medium/Heavy Duty Fueling Stations



Med/Heavy Fueling Stations

1. AC Transit (Emeryville & Oakland)
2. OCTA (Santa Ana)
3. Sunline (Thousand Palms & *Indio - proposed)*
4. First Element (Oakland & Fresno & Livermore)
5. *Golden Empire Transit (Bakersfield) – Proposed*
6. *North County Transit (Oceanside) – Proposed*
7. *Foothill Transit (Pomona) – Proposed*

Proposed Med/Heavy Duty Fueling Station
In-Service Med/Heavy Duty Fueling Station

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FCEB Project Process & Risk Mitigation Plan

Bus Timeline

LAVTA 12 FCEB Procurement RFP → PO for 12 FCEBs Issued → Bus Production → Bus Delivery → Bus Testing and Acceptance → Bus & Station Enter Service

Facility Timeline

with capital award

concurrent & approx. 18 months

H_2 Station Requirements Analysis and RFP → Station Contracting & NTP → Station Construction → New Maintenance Facility Construction with H_2 Code & Detection → Station Commissioning → Bus & Station Enter Service

Contingency Facility Plan Pending Funding Availability

Fueling at First Element Distribution

Retrofit 2 existing LAVTA maintenance bays with H_2 gas detection → Bus & Station Enter Service

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Station & Maintenance Facility Funding Potential - High

Federal Funding Opportunities

- United States Department of Transportation (USDOT)
  - Better Utilizing Investments to Leverage Development (BUILD) Grant
- Federal Transportation Administration (FTA)
  - Capital Investment Grants – New Starts
  - Capital Investment Grants – Small Starts
  - Bus and Bus Facilities Discretionary Grant
  - Low-or No-Emission Vehicle Grant
  - Metropolitan & Statewide Planning and Non-Metropolitan Transportation Planning
  - Urbanized Area Formula Grants
  - State of Good Repair Grants
  - Flexible Funding Program – Surface Transportation Block Grant Program
- Federal Highway Administration (FHWA)
  - Congestion Mitigation and Air Quality Improvement Program
- Environmental Protection Agency (EPA)
  - Environmental Justice Collaborative Program-Solving Cooperative Agreement Program

State Funding Opportunities

- California Air Resources Board (CARB)
  - Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP)
  - State Volkswagen Settlement Mitigation
  - Carl Moyer Memorial Air Quality Standards Attainment Program
  - Cap-and-Trade Funding
  - Low Carbon Fuel Standard (LCFS)
- California Transportation Commission (CTC)
  - Solution for Congested Corridor Programs (SCCP)
- California Department of Transportation (Caltrans)
  - Low Carbon Transit Operations Program (LCTOP)
  - State Transit Assistance (STA) + STA SB1
  - Transportation Development Act
  - Transit and Intercity Rail Capital Program
  - Transportation Development Credits
  - New Employment Credit
- California Energy Commission
  - Block Grant for Medium and Heavy Duty Zero-Emission Refueling Infrastructure Incentives
  - EnergIIZE

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Next Steps

- January 24 – Project and Services Committee
- February 7 – Board of Directors Meeting: Zero-emission transition scenario selection
- **April 4** – Board of Directors Meeting: ICT Rollout Plan Final and Approval by Board

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Questions?



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Council Member	Committee Meeting Date	Committee	Agenda Link	Meeting Type
Mayor Woerner	12/15/2021	All-America City Award Reception		Reception
Mayor Woerner	12/21/2021	LDI Board Meeting		
Mayor Woerner	12/22/2021	Valley Link		Board of Directors
Mayor Woerner	12/31/2021	East Bay Regional Communications System Authority	http://www.ebrcsa.org/meetings.page	Board Meeting
Mayor Woerner	1/4/2022	Valley Link		Kick Off Briefing
Mayor Woerner	1/5/2022	Alameda County Health Care Servcies Agency		Elected Officials COVID Update
Mayor Woerner	1/5/2022	Tri Valley Cities Mayors, City Mangers and Liaisons Meeting		
Mayor Woerner	1/10/2022	Alameda County Transporation Committee	https://www.alamedactc.org/get-involved/upcoming meetings/	Programs and Projects Committee
Mayor Woerner	1/10/2022	Alameda County Transporation Committee	https://www.alamedactc.org/get-involved/upcoming meetings/	Special Commission Meeting

Item 8.0
Council Members' Reports

Council Member	Committee Meeting Date	Committee	Agenda Link	Meeting Type	Committee Report: Summary
Vice Mayor Bonanno	12/15/2021	All-America City Award Reception			
Vice Mayor Bonanno	12/29/2021	Livermore-Amador Valley Transit Authority	https://www.wheelsbus.com/meeting/projects-and-services-committee-meeting-71/	LAVTA Programs and Services Committee	Committee updated on zero emission bus (ZEB) study. LAVTA to present to City Council on 1/10/22.
Vice Mayor Bonanno	12/29/2021	Livermore-Amador Valley Transit Authority	https://www.wheelsbus.com/meeting/special-board-of-directors-meeting-4/	Board	Special board meeting to approve continuation of remote meetings

Council Member	Committee Meeting Date	Committee	Agenda Link	Meeting Type
Council Member Carling	12/15/2021	StopWaste		Board Meeting

LIVERMORE
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CITY COUNCIL STAFF REPORT **ITEM NO. 10.2**

DATE: January 10, 2022

TO: Honorable Mayor and City Council

FROM: Donald Hester, Acting Administrative Services Director

SUBJECT: Items received at the meeting.

RECOMMENDED ACTION

SUMMARY

DISCUSSION

ATTACHMENTS

1. Items Received at the Meeting

Prepared by: Debbie Elam
Deputy City Clerk

Approved by:

Marc Roberts
City Manager

Fiscal Review by:

Bhavna Chaudhary
City Treasurer/Finance Manager

Item	Name	Comment	Position
4) CITIZENS FORUM	Glenn Stewart	Previous mayor and current mayor & group who have zero experience in urban planning, decided in 2013 to develop 8.2 acres without residents input & without retaining an urban planner. The $500K 2017 workshops (waste of money) only happened because of public outcry to 260 high-rise Lennar condos. Then cut a deal with Eden Housing without engaging residents & what a mess today. They€™re focused on east side hotel w/o underground parking- again no outside urban consulting or listening to residents. Now spending $34M on 500car L St garage, when a 625car robotic garage can be built for $20M. Extra 125 parking spaces can be for hotel parking. Now, you want to loan $1.9M of taxpayer€™s money to buy Pool site and build a flat parking lot. That€™s crazy. Zero consideration as to the impact on future parking, traffic congestion, community character. Do you know that Listening builds trust€¦reduces misunderstandings€¦ eliminates conflict€¦improves business relationships€¦improves leadership skills?	

6.1) Hearing to consider approving an Amended and Restated Disposition, Development and Loan Agreement with 2205 Railroad Avenue LLC to develop a four-story hotel on the southeast corner of Railroad Avenue and South Livermore Avenue, which includes a site acquisition loan for 2205 Railroad Avenue LLC to develop a parking facility on 2080 Railroad Avenue; to declare that the parcels to be transferred from the City to 2205 Railroad Avenue LLC are identified for disposition for the development of a hotel in the Livermore Successor Agency's Long Range Property Management Plan and are exempt surplus land; and authorizing a supplemental appropriation of $1,923,750 from the General Fund for the site acquisition loan.	Doug Gehmlich	It is unconscionable to loan money to build a private hotel parking lot with public funds, especially when the city cannot afford to fund essential services without wanting to raise our sales and property taxes. If the city can afford to loan $1.9M for a private parking lot for a hotel, then you do not need new taxes to support essential services. In general, I do not support using public funds for any private development. If the private developers cannot raise private funding for their projects, then clearly financial institutions do not think the project is viable. The city has already funded this project too much by declaring the hotel property "excess", thus essentially giving the land to the developers.	Oppose

From:	Michelle.Cornell-Davis@lw.com
To:	Cityclerk - Livermore
Cc:	Winston.Stromberg@lw.com
Subject:	January 10 City Council Agenda, Item 6.1
Date:	Monday, January 10, 2022 4:48:08 PM
Attachments:	Livermore City Council Agenda 1-10-22 - item 6.1 - SLD letter.pdf

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Ms. Weber –

Please circulate the attached correspondence to the City Councilmembers in advance of tonight's City Council meeting.

Thank you very much.

Very truly yours,

Michelle Cornell-Davis

LATHAM & WATKINS LLP
355 South Grand Avenue, Suite 100
Los Angeles, CA 90071-1560
Direct Dial: +1.213.891.7675
Fax: +1.213.891.8763
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Milan	

January 10, 2022

VIA EMAIL (cityclerk@cityoflivermore.net**)**

Mayor Woerner and Members of the City Council
City of Livermore
City Hall
1052 S. Livermore Ave.
Livermore, CA 94550

Re: January 10, 2022 City Council Hearing, Agenda Item No. 6.1

Dear Mayor Woerner and Honorable Councilmembers:

On behalf of Save Livermore Downtown ("SLD"), we appreciate the opportunity to submit these comments on the proposed Amended and Restated Disposition, Development and Loan Agreement with 2205 Railroad Avenue LLC ("DDLA") for the development of a hotel on the southeast corner of Railroad Avenue and South Livermore Avenue (the "Project"). SLD supports the development of a hotel in downtown Livermore, and recognizes that the City and its voters realize the benefits the hotel will bring to downtown Livermore. However, for the reasons discussed below, SLD respectfully requests that the City Council reject the proposed DDLA.

SLD believes that there is a higher and better use for property located at 2080 Railroad Avenue than just a surface parking lot. This parcel would instead be better suited for an affordable housing project. SLD has previously raised this issue to the City, noting that this parcel and its adjoining properties would be an ideal location for a larger affordable housing project than Eden Housing had proposed on the Lucky Site. Using the parcel as a surface parking lot is simply bad planning.

Using the 2080 Railroad Avenue parcel for off-site parking is also contrary to applicable planning and zoning rules. The Downtown Specific Plan states that for commercial, retail, office, and non-residential uses in the Downtown Core plan area—where the hotel would be situated—"[r]equired parking shall be provided on-site, by payment of an in-lieu fee, ***off-site within the Downtown Core***, or any combination thereof." (Downtown Specific Plan, Ch. 8, p. 7 [emphasis added].) Thus, although the Downtown Specific Plan allows for the use of off-site parking, that parking is limited to off-site areas "within the Downtown Core." While the hotel is within the Downtown Core, 2080 Railroad Avenue is not. "The Downtown Core is centered on the City's historic crossroads, at the intersection of First Street and Livermore Avenue. ***Its northern boundary is Railroad Avenue from M Street to Livermore Avenue***." (Downtown Specific Plan, Ch. 4, p. 3 [emphasis added].) To that end, 2080 Railroad Avenue is actually within the "Downtown Neighborhood - North Side" area of the Downtown Specific Plan, which

is not in the Downtown Core. Because the 2080 Railroad Avenue site is outside of the Downtown Core, the hotel project as envisioned in the proposed DDLA is inconsistent with the Specific Plan, in that it would allow off-site parking for the hotel in an unlawful location.

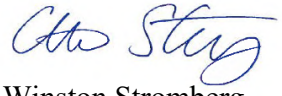
Moreover, as part of the approval of the DDLA, staff recommends that City Council authorize a supplemental appropriation of $1,923,750 from the General Fund for a site acquisition loan for 2080 Railroad Avenue. However, as discussed above, the use of 2080 Railroad Avenue for surface parking is contrary to local planning and zoning rules—specifically the Downtown Specific Plan. Thus, such an exorbitant loan clearly constitutes an "illegal expenditure of, waste of, or injury to, the estate, funds, or other property of [the city]. (Code of Civil Procedure, § 526a.) In other words, this "loan" would be a waste of taxpayer funds.

Finally, the Staff Report contains a conclusory assertion that the sale of the hotel parcels to 2205 Railroad Avenue LLC is exempt from the Surplus Land Act. However, while the hotel property may be exempt under the current version of the Surplus Land Act set forth in 2019's Assembly Bill 1486 and the accompanying Surplus Land Act Guidelines implementing it, Government Code sections 54234(a)(1) and (b)(1) are clear that the Surplus Land Act as it existed on December 31, 2019 still applies. (Gov. Code § 54234(a)(1) ["If a local agency, as of September 30, 2019, has entered into an exclusive negotiating agreement or legally binding agreement to dispose of property, the provisions of this article as it existed on December 31, 2019, shall apply. . . ."]; *id.* at 54234(b)(1) [explaining that the 2019 version of the Surplus Land Act applies to "land held in the Community Redevelopment Property Trust Fund. . .or that has been designated in a long-range property management plan when "[a] exclusive negotiating agreement or legally binding agreement for disposition is entered into not later than December 31, 2020" and "[t]he disposition is completed not later than December 31, 2022."].)

Here, the City's staff report does nothing to demonstrate that the City complied with the prior version of the Surplus Land Act in proposing to dispose of the property to 2205 Railroad Avenue, LLC. Generally, the prior version of the Surplus Land Act required a city, prior to disposing of surplus land, to offer that land for sale or lease for affordable housing, park and recreational purposes, and school district facilities or open space. (See former Gov. Code, § 54222.) The City needs to explain on the record how it complied with the prior version of the Surplus Land Act with respect to the hotel parcels, and/or whether it contends that this disposition is also exempt from the former version of the law.

We appreciate your attention to the issues addressed in this letter, and we look forward to discussing them further with you. If you have any questions, please do not hesitate to call me at (213) 891-8983 or email me at winston.stromberg@lw.com.

Very Truly Yours,



Winston Stromberg
of LATHAM & WATKINS LLP

From:	Richard Ryon
To:	Cityclerk - Livermore; Livermore City Council
Cc:	Independent
Subject:	Please reject the proposed $1.9 million loan to 2205 Railroad Avenue, LLC
Date:	Monday, January 10, 2022 5:11:53 PM
Attachments:	Letter to City Council 10Jan22.docx Untitled attachment 00009.htm

January 10, 2022
Dear Council Members,

City Staff recommends appropriation of $1,923,750 from the General Fund to be loaned at 3.5% to the downtown hotel developer to acquire the currently-vacant lot at 2080 Railroad Avenue. The lot would become valet parking for the hotel. The City previous agreed to sell the property at the SE corner of S. Livermore and Railroad Avenues to the same corporation to build a 133 room hotel ***with underground parking***. The proposed parking lot would be a tenth of a mile away from the hotel.

The proposed borrower is the corporate entity known as 2205 Railroad Avenue, LLC. It is wholly owned and operated by Presidio Holdings LLC. Why did Presidio create 2205 Railroad Avenue? It is reasonable to assume to limit financial liability through bankruptcy. As a separate corporation, 2205 Railroad can go bankrupt at any time, without recourse to the parent company, Presidio, or its owners.

The City previous agreed to sell the property at S. Livermore and Railroad to the same entity for $71,521 to build the hotel and underground parking lot. The developer now says that cost increases have made building the underground parking economically infeasible. Thus, its stated need for an alternate site for a parking lot, to be purchased with the City-provided loan.

The proposed loan to purchase the alternate parking lot is $1,923,750. That is 27 times larger than paid for the hotel site itself! The hotel site sale price of $71,521 is only $1.33 per square foot, or $61,700 per acre! It is reasonable to say the City sold the hotel site for well below its actual value.

Interest rates on commercial loans are somewhere around 4.5% - 7.0% At current interest rates, and rates of inflation, the proposed loan rate of 3.5% seems well below what should be paid.

America is supposed to have a market-driven, free enterprise economic system. The above hotel sales price, the City loan instead of self-financing or commercial loan, and loan interest rate seem more like the mafia-capitalism of Russia or the government-dominated capitalism of China. It is not what should be tolerated in America!

It appears that a weak developer entity is seeking a subsidy at taxpayer expense from the City. There is already one bankrupt development in downtown Livermore, at the former Groth Brothers car dealership site at L Street between Railroad Avenue and First Street. Do we really want another bankrupt development nearby? The City's taxpayers should not be obligated to subsidize a financially weak developer.

In conclusion, the City Council should reject the proposed loan. The Council should require that the originally approved plan to construct a parking garage under the hotel be adhered to.

Sincerely,
Richard Ryon
Livermore, CA

Attachment: This letter

To: Livermore City Clerk <cityclerk@cityoflivermore.net>, Livermore Council members <LivermoreCityCouncil@cityoflivermore.net>
CC: Editor Livermore Independent Newspaper <editor@independentnews.com>
Subject: Please reject the proposed $1.9 million loan to 2205 Railroad Avenue, LLC
Date: January 10, 2022

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Sincerely,
Richard Ryon
Livermore, CA

From:	Jean King
To:	Bob Woerner; Gina Bonanno; Robert Carling; Brittni Kiick; Patricia (Trish) Munro
Cc:	Cityclerk - Livermore
Subject:	Fwd: January 10 City Council Agenda, Item 6.1
Date:	Monday, January 10, 2022 5:40:18 PM
Attachments:	Livermore City Council Agenda 1-10-22 - item 6.1 - SLD letter.pdf

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Mayor and Council Members
The City Clerk suggested that I send this correspondence to you directly.
Thank you.
Jean King
Save Livermore Downtown

From: Cornell-Davis, Michelle (LA) <Michelle.Cornell-Davis@lw.com>
Sent: Monday, January 10, 2022 4:48 PM
To: cityclerk@cityoflivermore.net
Cc: Stromberg, Winston (LA) <Winston.Stromberg@lw.com>
Subject: January 10 City Council Agenda, Item 6.1

Dear Ms. Weber –

Please circulate the attached correspondence to the City Councilmembers in advance of tonight's City Council meeting.

Thank you very much.

Very truly yours,

Michelle Cornell-Davis

LATHAM & WATKINS LLP
355 South Grand Avenue, Suite 100
Los Angeles, CA 90071-1560
Direct Dial: +1.213.891.7675
Fax: +1.213.891.8763
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January 10, 2022

VIA EMAIL (cityclerk@cityoflivermore.net)

Mayor Woerner and Members of the City Council
City of Livermore
City Hall
1052 S. Livermore Ave.
Livermore, CA 94550

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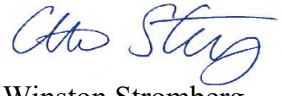
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Very Truly Yours,



Winston Stromberg
of LATHAM & WATKINS LLP