

Exhibit A

P13-2191

Sixth Amendment to the Hacienda Phase I and Phase II Development Agreements

Hacienda Sites 5F, 6, 7F, 10B, 35A, 56A, 57, and 58A.

October 9, 2013

RECORDING REQUESTED BY:
CITY OF PLEASANTON

When Recorded, Return to:
Office of the City Clerk
City of Pleasanton
P.O. Box 520
Pleasanton, CA 94566

Recording requested Pursuant to
Government Code Sections
27383 & 6103

**SIXTH AMENDMENT TO PHASE I AND PHASE II DEVELOPMENT AGREEMENTS
BETWEEN THE CITY OF PLEASANTON AND PRUDENTIAL INSURANCE
COMPANY OF AMERICA**

THIS SIXTH AMENDMENT TO THE PHASE I AND PHASE II DEVELOPMENT AGREEMENTS is effective as of the ____ day of _____, 2013, is entered into between the CITY OF PLEASANTON (“City”) a municipal corporation of the State of California, and the successors in interest to the PRUDENTIAL INSURANCE COMPANY OF AMERICA (whose names and parcels owned are set forth on the Signature Pages) and amends those development agreements, as amended, recorded in Alameda County on January 6, 1984, Instrument 84-003542, January 9, 1984, Instrument #84-004109, on May 1, 1986, Instrument #86-103893, on September 28, 1993, Instrument #93-343172, on November 23, 1994, Instrument 94-366829, on February 28, 2008, Instrument #2008077432, on June 14, 2012, Instrument #2012193237, and on June 14, 2012, Instrument #2012193240.

The Phase I and Phase II Development Agreements, as amended, and as referred to above, are further amended as follows:

A. Paragraph A of the First Amendment to the Phase I and Phase II Development Agreements is amended to read:

“A. For the parties to this Amendment, the Phase I Development Agreement and Phase II Development Agreement, as amended, shall be extended to expire on December 31, 2018. The sole effect of this Amendment shall be that signatory Properties which have not fully developed in accordance with their rights under the existing Development Agreements, as amended, shall have five additional years in which to complete development under the existing Development Agreements, as amended. A map of the Properties subject to this Amendment is attached as Exhibit A.”

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amendment to the Phase I and Phase II Development Agreement effective as of the date first above written.

CITY OF PLEASANTON

By: _____
Jerry T. Thorne, Mayor

ATTEST:

Karen Diaz, City Clerk

APPROVED AS TO FORM:

By: _____
Jonathan Lowell
City Attorney

PROPERTY OWNERS:

Johnathan R. Perry, Vice-President
SHAQ (DE) QRS 15-75, Inc.
c/o W.P. Carey & Co. LLC
50 Rockefeller Plaza
New York, NY 10020
Phone: 212-492-8905
Email: jperry@wpcarey.com

Date

Owner: Site 7 F
APN 941-2778-012
12.143 acres

Mario Torres, Vice-President, Finance and Services
Roche Molecular Systems, Inc.
P.O. Box 9002
Pleasanton, CA 94566 0900
Phone: 925-730-8290
Email: greg.canfield@roche.com

Date

Owner: Site 6
APN 941-2761-003
33.364 acres

Pleasanton Paper, LP, a Texas limited partnership
By: CCP General Partner, Inc. a Texas corporation,
General partner

By: _____
Name: Scott Riley
Title: Vice President
c/o Cardinal Capital Partners, Inc.
8214 Westchester Drive, Suite 9 FL
Dallas, TX 75225
Phone: 214-696-3600
Email: shaire@cardinalcapital.com

Date
Owner: Site 10 B
APN 941-2763-029
22.37 acres

Mike Bangs
Vice President HQ Real Estate Facilities
600 Oracle Parkway
Redwood City, CA 94065
Phone: 650-506-2401
Email: mike.bangs@oracle.com

Date
Owner: Site 56 C
APN 941-2778-003-05
20.538 acres

Richard Jordan, President & CEO
SafeAmerica Credit Union
6001 Gibraltar Drive
Pleasanton, CA 94588
Phone: 925-847-8317
Email: rjordan@safeamerica.com

Date
Owner: Site 5F
APN 941-2759-048-00
2.097 acres

Victor Quint, President & CEO
1st United Services Credit Union
5901 Gibraltar Drive
Pleasanton, CA 94588
Phone: 925-598-4800
Email: administration@1stuscu.org

Date
Owner: Site 35A
APN 941-2759-046-00
1.8 acres

Michael Huaco
Vice President, Corporate Real Estate
Kaiser Permanente
1800 Harrison Street, 19th FL
Oakland, CA 94612
Phone: 510-625-5816
Email: michael.huaco@kp.org

Date
Owner: Site 57
APN 941-2778-004-01
17.81 acres

Wal-Mart Real Estate Business Trust, a
Delaware statutory trust

By: _____
Name: Romona West
Its: Senior Director
Walmart Realty Management & Entity Management Dept.
2001 Southeast 10th Street
Bentonville, AR 72716-5525
Email: romona.west@wal-mart.com

Date
Owner of Site 58A
APN 941-2779-007-00
15.11 acres

COPY

Recording Requested by
And After Recording Mail to:

Karen Diaz
City Clerk
City of Pleasanton
123 Main Street
Pleasanton, CA 94566



2008077432 02/28/2008 64:00 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0 00



19 PGS

PURSUANT TO
G.C. 27383 &
G.C. 6103

No fee

**THIRD AMENDMENT TO PHASE I AND PHASE II DEVELOPMENT AGREEMENTS
BETWEEN THE CITY OF PLEASANTON AND PRUDENTIAL INSURANCE
COMPANY OF AMERICA**

THIS **THIRD** AMENDMENT TO THE PHASE I AND PHASE II DEVELOPMENT AGREEMENTS is effective as of the 4th day of January 2008, is entered into between THE CITY OF PLEASANTON ("City") a municipal corporation of the State of California, and successors in interest to the PRUDENTIAL INSURANCE COMPANY OF AMERICA (whose names and parcels owned are set forth on the Signature Pages) and amends those development agreements, as amended, recorded in Alameda County on January 6, 1984, Instrument #84-003542, January 9, 1984, Instrument #84-004109, on May 1, 1986, Instrument #86-103893, on September 28, 1993, Instrument #93-343172, and on November 23, 1994, Instrument #94-366829.

The Phase I and Phase II Development Agreements, as amended, and as referred to above, are further amended as follows:

A. Paragraph A of the First Amendment to Phase I and Phase II Development Agreements is amended to read:

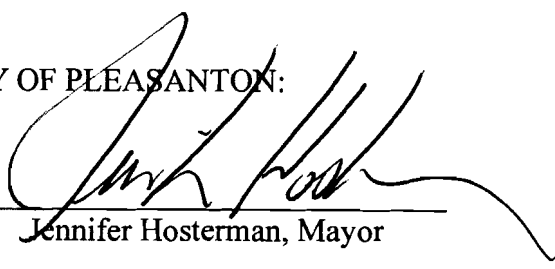
"A. For the parties to this Amendment, the Phase I Development Agreement and Phase II Development Agreement, as amended, shall be extended to expire on December 31, 2013. The sole effect of this Amendment shall be that signatory Properties which have not fully developed in accordance with their rights under the existing Development Agreements, as amended, shall have five additional years in which to complete development under the existing Development Agreements, as amended. A map of the Properties subject to this Amendment is attached as Exhibit A"



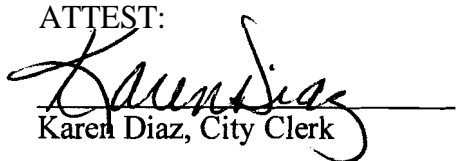
IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Phase I and Phase II Development Agreement effective as of the date first above written.

CITY OF PLEASANTON:

By:


Jennifer Hosterman, Mayor

ATTEST:


Karen Diaz, City Clerk

APPROVED AS TO FORM:


Michael H. Roush
City Attorney

PROPERTY OWNERS:


Bradley P. Griggs, Chief Investment Officer
BRE Properties Inc.
525 Market Street, 4th Floor
San Francisco, CA 94105
Phone: 415.445.6576
Email: bgriggs@Breproperties.com


Date

Owner: Site 7 E
APN 941-2778-010 (part)
8.17 acres

Johnathan R. Perry, Vice-President
El Purchaser (CA) QRS 15-85, Inc.
c/o W.P. Carey & Co. LLC
50 Rockefeller Plaza
New York, NY 10020
Phone: 212.492.8905
Email: jperry@wpcarey.com

Date

Owner: Site 7 G
APN 941-2778-010 (part)
8.418 acres

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

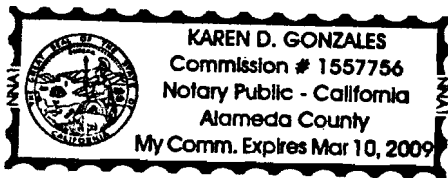
State of California

County of Alameda }

On 01-17-08 before me, Karen D. Gonzales, Notary Public
Date Here Insert Name and Title of Officer

personally appeared Jennifer Hosterman
Here Insert Name and Title of the Of Name(s) of Signer(s)

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 Karen D. Gonzales
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Third Amendment to Phase I and Phase II Development Agm'ts.

Document Date: 01-04-08 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jennifer Hosterman

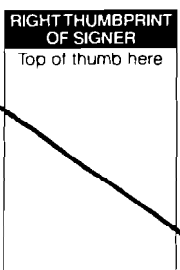
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On December 17, 2007 before me, Christina M Vega Notary Public

personally appeared Bradley P. Briggs

personally known to me

(or 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.

WITNESS my hand and official seal.

Place Notary Seal Above

Christina M Vega
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Third Amendment To Phase I and Phase II Development Agreements

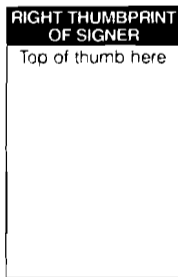
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

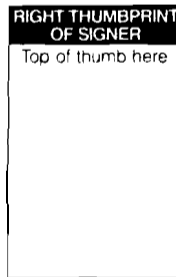
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Phase I and Phase II Development Agreement effective as of the date first above written.

CITY OF PLEASANTON:

By: _____
Jennifer Hosterman, Mayor

ATTEST:

Karen Diaz, City Clerk

APPROVED AS TO FORM:

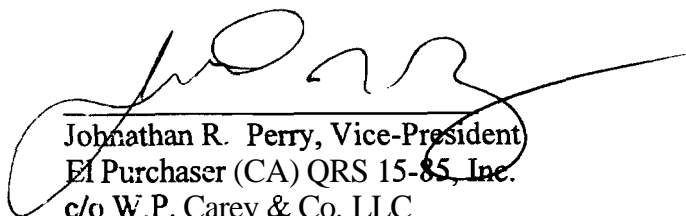
Michael H. Roush
City Attorney

PROPERTY OWNERS:

Bradley P. Griggs, Chief Investment Officer
BRE Properties Inc.
525 Market Street, 4th Floor
San Francisco, CA 94105
Phone: 415.445.6576
Email: bgriggs@Breproperties.com

Date

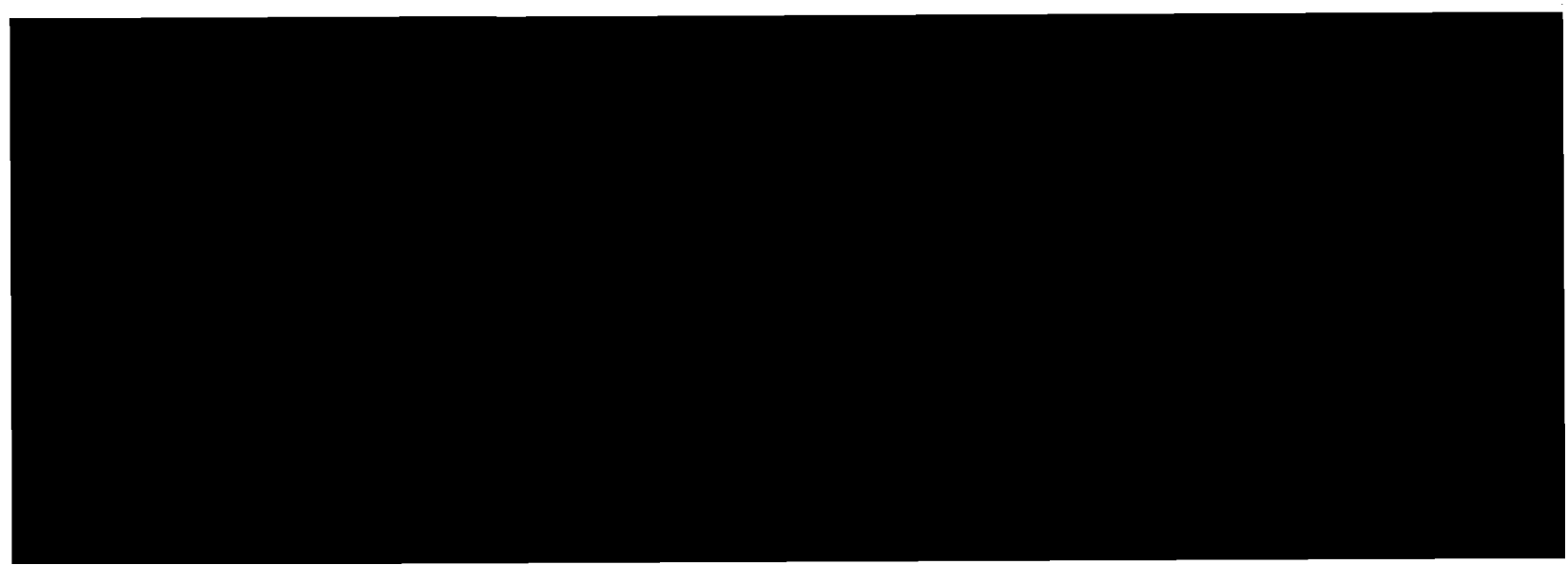
Owner: Site 7 E
APN 941-2778-010 (part)
8.17 acres

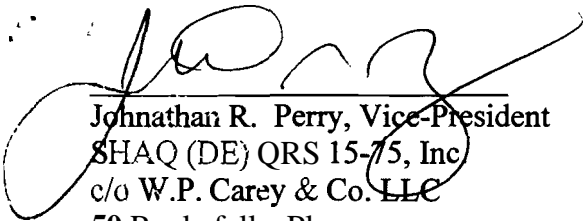


Johnathan R. Perry, Vice-President
El Purchaser (CA) QRS 15-85, Inc.
c/o W.P. Carey & Co. LLC
50 Rockefeller Plaza
New York, NY 10020
Phone: 212.492.8905
Email: jperry@wpcarey.com

1-10-2008
Date

Owner: Site 7 G
APN 941-2778-010 (part)
8.418 acres





Johnathan R. Perry, Vice-President
SHAQ (DE) QRS 15-75, Inc
c/o W.P. Carey & Co. LLC
50 Rockefeller Plaza
New York, NY 10020
Phone: 212.492.8905
Email: jperry@wpcarey.com

1-10-2008
Date

Owner: Site 7 F
APN 941-2778-010 (part)
12.143 acres

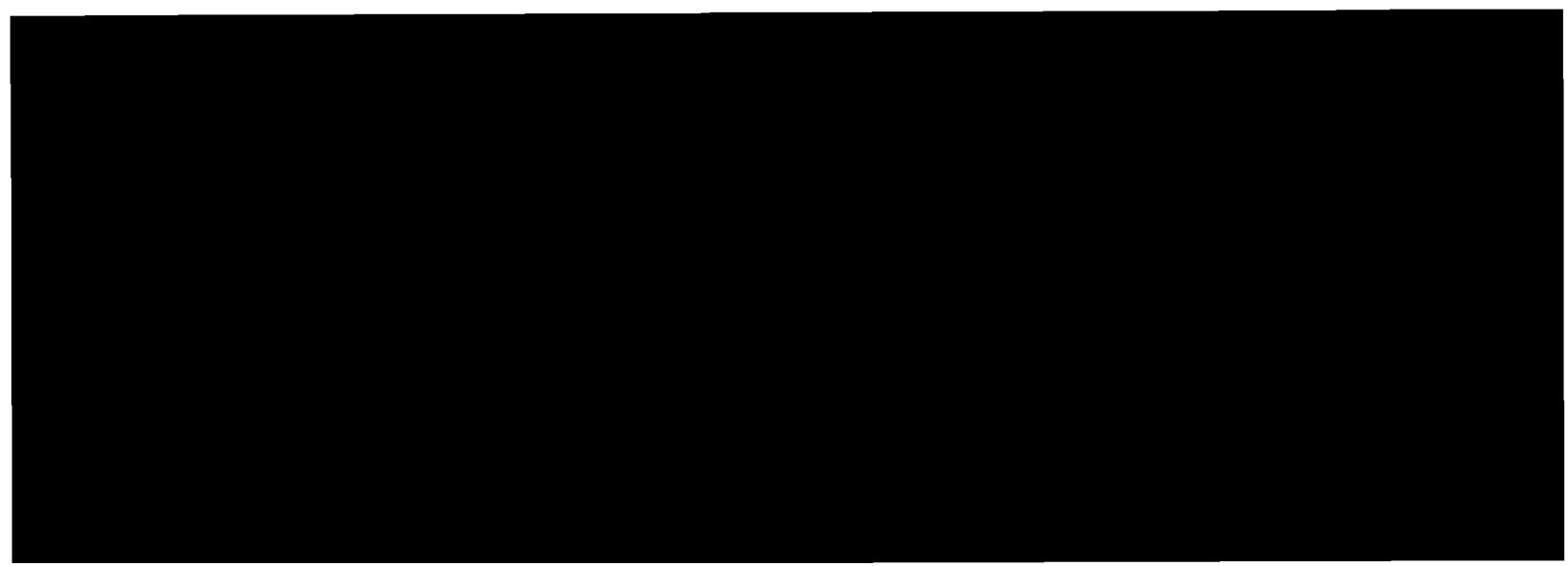
Mario Torres, Vice President, Finance and Services
Roche Molecular Systems, Inc.
P.O. Box 9002
Pleasanton, CA 94566 0900
Phone: 925.730.8290
Email: grerr.canfield@roche.com

Date
Owner: Site 6
APN 941-2761-003
33.364 acres

Pleasanton Paper, LP, a Texas limited partnership
By: CCP General Partner, Inc. a Texas corporation,
General partner

Date
Owner: Site 10 B
APN 941-2763-029
22.37 acres

By: _____
Name: Scott Riley
Title: Vice President
c/o Cardinal Capital Partners, Inc.
8214 Westchester Drive, Suite 9 FL
Dallas, TX 75225
Phone: 214.696.3600
Email: shaire@cardinalcapital.com



State of New York
County of New York

On January 10, 2008 before me, Gina Seibert, a notary public for said county and said state, personally appeared Jonathan Perry 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 Gina Seibert (Seal)

GINA SEIBERT
Notary Public, State of New York
Qualified in New York County
Commission Expires August 6, 2011

state of New York
County of New York

On January 10, 2008 before me, Gina Seibert, a notary public for said county and said state, personally appeared Jonathan Perry 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 Gina Seibert (Seal)

GINA SEIBERT
Notary Public, State of New York
No. 01SE6172272
Qualified in New York County
Commission Expires August 6, 2011



Johnathan R. Perry, Vice-President
SHAQ (DE) QRS 15-75, Inc.
c/o W.P. Carey & Co. LLC
50 Rockefeller Plaza
New York, NY 10020
Phone: 212.492.8905
Email: jperry@wpcarey.com



Mario Torres, Vice President, Finance and Services
Roche Molecular Systems, Inc.
P.O. Box 9002
Pleasanton, CA 94566 0900
Phone: 925.730.8290
Email: gren.canfield@roche.com

Date

Owner: Site 7 F
APN 941-2778-010(part)
12.143 acres

DEC-10-07

Date

Owner: Site 6
APN 941-2761-003
33.364 acres

Pleasanton Paper, LP, a Texas limited partnership
By: CCP General Partner, Inc. a Texas corporation,
General partner

By: _____

Name: Scott Riley
Title: Vice President
c/o Cardinal Capital Partners, Inc.
8214 Westchester Drive, Suite 9 FL
Dallas, TX 75225
Phone: 214.696.3600
Email: shaire@cardinalcapital.com

Date

Owner: Site 10 B
APN 941-2763-029
22.37 acres

ACKNOWLEDGMENT

State of California
County of Alameda)

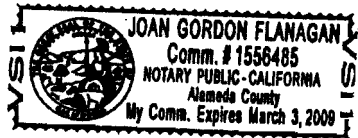
On Dec. 10, 2009 before me, Joan Gordon Flanagan, Notary Public
(insert name and title of the officer)

personally appeared Mario Torres, V.P. F' + Services,
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 Joan Gordon Flanagan (Seal)



THIRD AMENDMENT TO PHASE I AND PHASE II DEVELOPMENT
AGREEMENTS BETWEEN CITY OF PLEASANTON AND PRUDENTIAL
INSURANCE COMPANY OF AMERICA

Johnathan R. Perry, Vice-President
SHAQ (DE) QRS 15-75, Inc.
c/o W.P. Carey & Co. LLC
50 Rockefeller Plaza
New York, NY 10020
Phone: 212.492.8905
Email: jperry@wpcarey.com

Date

Owner: Site 7 F
APN 941-2778-010 (part)
12.143 acres

Mario Torres, Vice President, Finance and Services
Roche Molecular Systems, Inc.
P.O. Box 9002
Pleasanton, CA 94566 0900
Phone: 925.730.8290
Email: gren.canfield@roche.com

Date

Owner: Site 6
APN 941-2761-003
33.364 acres

Pleasanton Paper, LP, a Texas limited partnership
By: CCP General Partner, Inc. a Texas corporation,
General partner

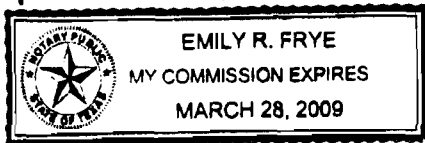
12-r7-07
Date
Owner: Site 10 B
APN 941-2763-029
22.37 acres

By: _____

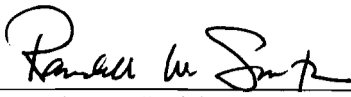
SR
Name: Scott Riley
Title: Vice President
c/o Cardinal Capital Partners, Inc.
8214 Westchester Drive, Suite 9 FL
Dallas, TX 75225
Phone: 214.696.3600
Email: shaire@cardinalcapital.com

STATE of TEXAS
COUNTY of DALLAS

This instrument was acknowledged before me on this 17th day of December, 2007, by Scott Riley, as Vice President of CCP General Partner, Inc., a Texas corporation, General Partner of Pleasanton Paper, LP, a Texas limited ~~partnership~~ partnership.



Emily R. Frye
Notary Public
State of Texas
Commission Expires: 3/28/2009



Randy M. Smith, VP
Oracle
4500 Oracle Lane
Pleasanton, CA 94588
Phone: 925.694.8566
Email: roland,yamanaka@oracle.com

12/17/2007
Date

Owner: Site 57 and 56 C
A.P.N. 941-2778-004-01 (Site 57)
APN 941-2778-003-05 (Site 56C)
17.81 acres (Site 57)
20.538 acres (Site 56C)

Richard Jordan, President & CEO
SafeAmerica Credit Union
6001 Gibraltar Drive
Pleasanton, CA 94588
Phone: 925.847.8317
Email: rjordan@safeamerica.com

Date

Owner: Site 5F
APN 941-2759-048-00
2.097 acres

Victor Quint, President & CEO
1st United Services Credit Union
5901 Gibraltar Drive
Pleasanton, CA 94588
Phone: 925.598.4800
Email: administration@1stuscu.org

Date

Owner: Site 35A
APN 941-2759-046-00
1.8 acres

Wal-Mart Real Estate Business Trust, a
Delaware statutory trust

Date:

By: _____
Name: John E. Clarke
Its: Regional Vice President
2001 Southeast 10th Street
Bentonville, AR 72716
Email: j.clarke@wal-mart.com

Owner of Site 58A
APN 941-2779-007-00
15.11 acres

Attach Acknowledgements



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo }

On 12-17-07 before me, Theresa Fiandor, notary public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Randall W. Smith.
Name(s) of Signer(s)

personally known to me

(or 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 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.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature Theresa Fiandor
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Third Amendment to Phase I and phase II

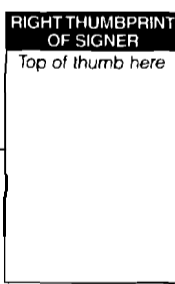
Document Date: 12-17-07 Number of Pages: 5

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Randall W. Smith

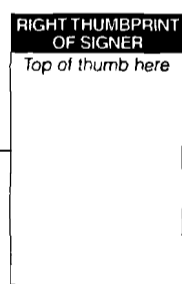
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Randy M. Smith, VP
Oracle
4500 Oracle Lane
Pleasanton, CA 94588
Phone: 925.694.8566
Email: roland,yamanaka@oracle.com

Date

Owner: Site 57 and 56 C
A.P.N. 941-2778-004-01 (Site 57)
APN 941-2778-003-05 (Site 56C)
17.81 acres (Site 57)
20.538 acres (Site 56C)



Richard Jordan, President & CEO
Safe America Credit Union
6001 Gibraltar Drive
Pleasanton, CA 94588
Phone: 925.847.8317
Email: rjordan@safeamerica.com

12-21-07
Date

Owner: Site 5F
APN 941-2759-048-00
2.097 acres

Victor Quint, President & CEO
1st United Services Credit Union
5901 Gibraltar Drive
Pleasanton, CA 94588
Phone: 925.598.4800
Email: administration@1stuscu.org

Date

Owner: Site 35A
APN 941-2759-046-00
1.8 acres

Wal-Mart Real Estate Business Trust, a
Delaware statutory trust

Date:

By: _____
Name: John E. Clarke
Its: Regional Vice President
2001 Southeast 10th street
Bentonville, AR 72716
Email: j.clarke@wal-mart.com

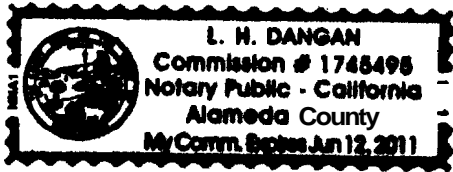
Owner of Site 58A
APN 941-2779-007-00
15.11 acres

Attach Acknowledgements

STATE OF CALIFORNIA
COUNTY OF ALAMEDA

On December 21, 2007, before me, L. H. Dangan, Notary Public.

personally appeared Richard Jordan



(This area for official notarial seal)

personally known to me (or 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.

WITNESS my hand and official seal.

L. H. Dangan

DESCRIPTION OF ATTACHED DOCUMENT
THIRD AMENDMENT TO PHASE 1 & PHASE
I DEV. AGREEMENT BETWEEN CITY OF PLEASANTON

DESCRIPTION OF DOCUMENT (OPTIONAL)


AND PROBENTIAL INSURANCE
COMPANY OF AMERICA

Randy M. Smith, VP
Oracle
4500 Oracle Lane
Pleasanton, CA 94588
Phone: 925.694.8566
Email: roland,yamanaka@oracle.com

Date
Owner: Site 57 and 56 C
A.P.N. 941-2778-004-01 (Site 57)
APN 941-2778-003-05 (Site 56C)
17.81 acres (Site 57)
20.538 acres (Site 56C)

Richard Jordan, President & CEO
SafeAmerica Credit Union
6001 Gibraltar Drive
Pleasanton, CA 94588
Phone: 925.847.8317
Email: rjordan@safearnerica.com

Date
Owner: Site 5F
APN 941-2759-048-00
2.097 acres


Matt Mucio, Manager, Facilities
1st United Services Credit Union
5901 Gibraltar Drive
Pleasanton, CA 94588
Phone: 925.847.4916
Email: mmucio@1stuscu.org

12-6-07
Date
Owner: Site 35A
APN 941-2759-046-00
1.8 acres

Wal-Mart Real Estate Business Trust, a
Delaware statutory trust

By: _____
Name: John E. Clarke
Its: Regional Vice President
2001 Southeast 10th Street
Bentonville, AR 72716
Email: j.clarke@wal-mart.com

Date: _____
Owner of Site 58A
APN 941-2779-007-00
15.11 acres

Attach Acknowledgements

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Alameda } ss.

On 12-6-07, before me, Michelle Montano,
Date Name and Title of Officer (e.g., 'Jene Doe, Notary Public')

personally appeared Matt Mucio,
Name(s) of Signer(s)

- personally known to me
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@) on the instrument the person(s), or
the entity upon behalf of which the person(s)
acted, executed the instrument.



WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document
and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

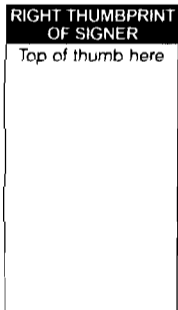
Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer

Signer's Name:

- Individual
Corporate Officer — Title(s):
Partner — Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing:

Randy M. Smith, VP
Oracle
4500 Oracle Lane
Pleasanton, CA 94588
Phone: 925.694.8566
Email: roland,yamanalca@oracle.com

Date
Owner: Site 57 and 56 C
A.P.N. 941-2778-004-01 (Site 57)
APN 941-2778-003-05 (Site 56C)
17.81 acres (Site 57)
20.538 acres (Site 56C)

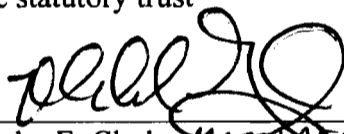
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6001 Gibraltar Drive
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Phone: 925.847.8317
Email: rjordan@safeamerica.com

Date
Owner: Site 5F
APN 941-2759-048-00
2.097 acres

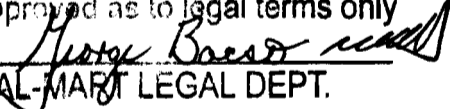
Victor Quint, President & CEO
1st United Services Credit Union
5901 Gibraltar Drive
Pleasanton, CA 94588
Phone: 925.598.4800
Email: administration@1stuscu.org

Date
Owner: Site 35A
APN 941-2759-046-00
1.8 acres

Wal-Mart Real Estate Business Trust, a
Delaware statutory trust

By: 
Name: ~~John E. Clarke~~ MICHAEL E. GARDNER
Its: Regional Vice President
2001 Southeast 10th Street
Bentonville, AR 72716
Email: j.clarke@wal-mart.com

Date: 12-27-07
Owner of Site 58A
APN 941-2779-007-00
15.11 acres

Approved as to legal terms only
by 
WAL-MART LEGAL DEPT.
Date: 12-27-07

Attach Acknowledgements

STATE OF ARKANSAS)
) ss.
COUNTY OF BENTON)

On December 27, 2007, before me, Jane Bennett,
Notary Public, personally appeared Michael E. Gardner,
personally known to me (or 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.

WITNESS my hand and official seal.

Signature Jane Bennett (Seal)

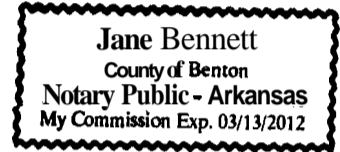
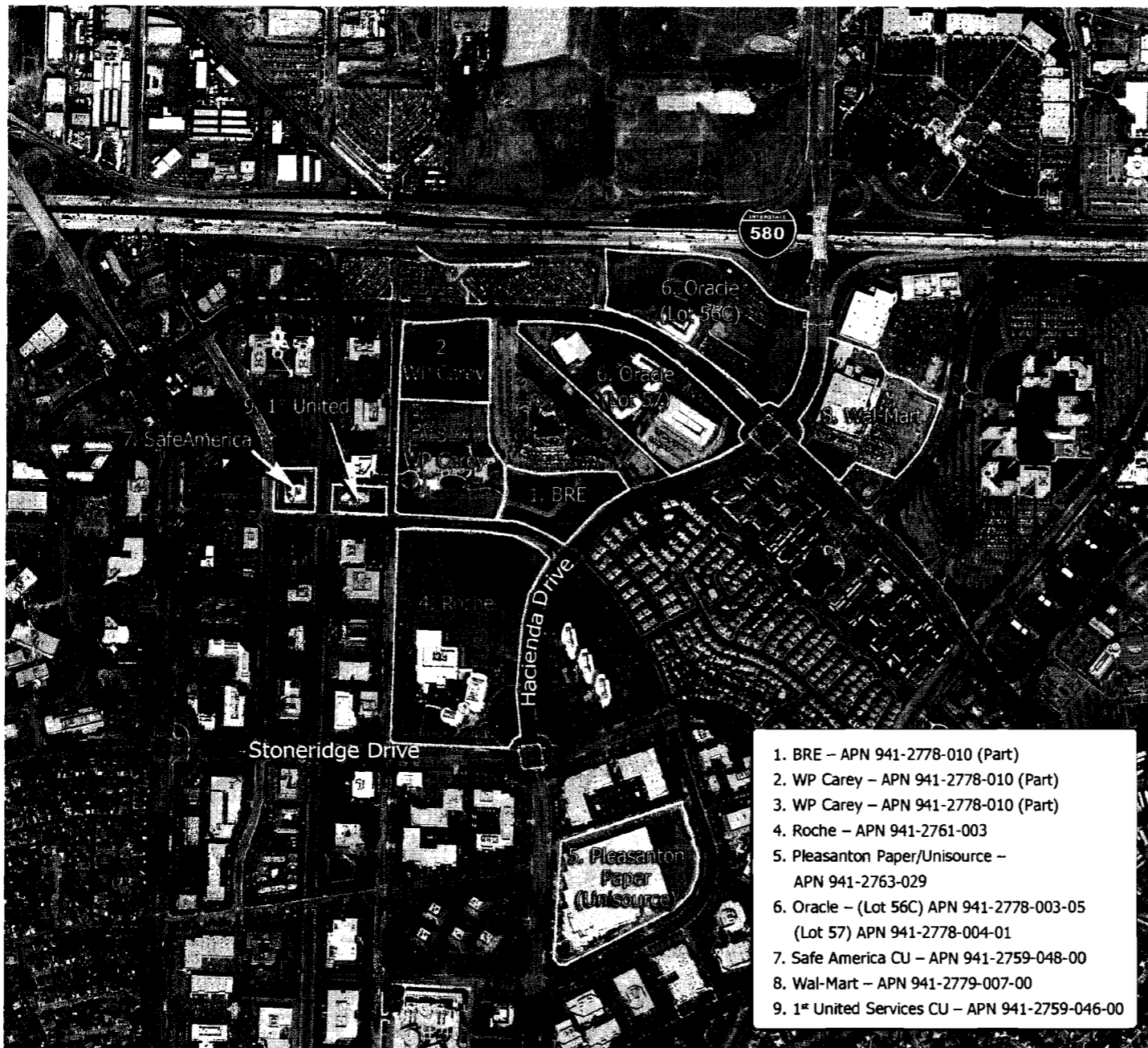




Exhibit A. A fully legible copy of this aerial photograph designated Exhibit A is on file with the original Agreement at the Office of the City Clerk, City of Pleasanton, 123 Main Street, Pleasanton CA 94566



1. BRE – APN 941-2778-010 (Part)
2. WP Carey – APN 941-2778-010 (Part)
3. WP Carey – APN 941-2778-010 (Part)
4. Roche – APN 941-2761-003
5. Pleasanton Paper/Unisource –
APN 941-2763-029
6. Oracle – (Lot 56C) APN 941-2778-003-05
(Lot 57) APN 941-2778-004-01
7. Safe America CU – APN 941-2759-048-00
8. Wal-Mart – APN 941-2779-007-00
9. 1st United Services CU – APN 941-2759-046-00

WHEN RECORDED RETURN TO:

City of Pleasanton
200 Bernal Avenue
Pleasanton, CA 94566
ATTN: Peter D. MacDonald
City Attorney

CERTIFIED A TRUE COPY OF THE ORIGINAL
RECORDED IN THE OFFICIAL RECORDS OF
ALAMEDA COUNTY ON 1/19/84

Under Recorder's Serial No. 84-4109

PIONEER TITLE CO. OF CALIFORNIA, INC.

BY *M. Krause*

DEVELOPMENT AGREEMENT

Between

CITY OF PLEASANTON

and

CALLAHAN-PENTZ PROPERTIES, PLEASANTON

DEVELOPMENT AGREEMENT

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EXHIBITS

- Exhibit 1 - Property
- Exhibit 2 - PT&T Property
- Exhibit 3 - Prudential Property
- Exhibit 4 - Prior Agreements

RECORDING REQUESTED BY:

FOR RECORDER'S USE ONLY:

City of Pleasanton
200 Bernal Avenue
Pleasanton, California 94566
Attn: Peter D. MacDonald,
City Attorney

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered as of this 30th day of December, 1983, by and between **THE CITY OF PLEASANTON** ("City"), a municipal corporation of the State of California, and **CALLAHAN-PENTZ PROPERTIES, PLEASANTON** ("Developer"), a California general partnership.

THE PARTIES ENTER THIS AGREEMENT on the basis of the following facts, understandings and intentions:

A. Hacienda Business Park is the kind of project the California State Legislature had in mind when it authorized development agreements (California Government Code §§ 65864 et. seq.). Since Hacienda Business Park is a large scale project, major investments in public facilities are required in the first several years of the development. The ultimate payback to the City and particularly to the

Developer occurs gradually over a period of twenty-five (25) years or more.

The Developer cannot justify extensive front-end investment in public facilities without some assurance that Hacienda Business Park can be completed. The City cannot be assured of the benefits of a large scale, master planned project like Hacienda Business Park without giving that assurance.

In approving Hacienda Business Park the City has protected the interests of its citizens in the quality of their community and environment through the Planned Unit Development ("PUD") and the 110 Conditions of Approval. As an example, Condition No. 2 provides that, if traffic levels are projected to exceed ninety-one percent (91%) of capacity at any affected intersection, then development of Hacienda Business Park must stop until traffic levels are returned to at least eighty-six percent (86%) of capacity at the affected intersections. Under this Agreement, the City retains the authority to require additional mitigation measures as deemed necessary if any unexpected problems arise.

B. City wishes to (i) eliminate uncertainty in the comprehensive development planning of large scale industrial and commercial projects, (ii) secure orderly development and progressive fiscal benefits for public services planning and (iii) ensure attainment of the goal of

maximum effective utilization of resources at the least economic cost to the public.

C. Developer owns certain real property ("Property") located in the City, County of Alameda, State of California which together with contiguous property of Pacific Telephone & Telegraph Company ("PT&T Property") and contiguous property of The Prudential Insurance Company of America ("Prudential Property") comprise the Hacienda Business Park ("Project"), an industrial and commercial project of approximately five hundred seventy (570) acres. The Property, PT&T Property and Prudential Property are more particularly described in Exhibit 1, Exhibit 2, and Exhibit 3, attached hereto.

D. City desires Developer to develop the Property in accordance with this Agreement and the PUD because the long term orderly development of the Project will provide many public benefits to City including, but not limited to, the following:

(1) Increased Tax Base. The Project will provide the City with increased tax revenues (including real property taxes, sales, business license, and hotel revenues) from tenants and owners of businesses within the Project. These fiscal benefits will make possible improvements in City services, including particularly police, fire and recreational services.

(2) Public Improvements. Development of the Project will facilitate completion of public improvements ("Public Improvements"). The Public Improvements described in Recital E will bring benefits to existing residents of Pleasanton, including improvements in traffic conditions, improvements in attractiveness of community, improvements in liveability of many residences along arterial streets, better fire protection and emergency water supplies, reduction of potential flooding, and street and utility connections between northeast and northwest sections of the City.

(3) Urban Infill. The Project is a logical geographical area for development, providing an urban infill between surrounding properties which have been developed. The Project lies within the intersection of two major freeways, Interstate 580 and Interstate 680. The Project is serviced by major local thoroughfares and lies within a planned expansion of the Bay Area Rapid Transit System. The Project is already separated from open space areas within the City.

(4) Local and Regional Balance. Pleasanton and the Tri-Valley area have far more workers than jobs, making this area a "bedroom" community. The Project contributes to making Pleasanton a full service community with a balance of shopping, jobs, services and homes available to its residents.

(5) Creation of Job Opportunities. The development of the Project will provide a significant number of construction jobs and permanent employment opportunities for the residents of Pleasanton and the Tri-Valley. On balance these will be skilled jobs which will be compatible with the present and future workforce of Pleasanton.

E. Developer and Prudential have committed over Thirty-Two Million Dollars (\$32,000,000.00) in the construction of certain improvements ("Public Improvements") located within the vicinity of the Property including, but not limited to the following:

(1) Off-Site Street Improvements.

(a) Hopyard Road, Arroyo Mocho Bridge, Owens Drive Intersection and Owens Court. The improvements include: (i) widening of Hopyard Road to six through lanes with dual left turn lanes and right hand turn lanes from Owens Drive to Valley Avenue, (ii) construction of a northbound lanes bridge over the Arroyo Mocho, (iii) widening and realignment of Owens Drive (formerly Johnson Drive) east and west of Hopyard Road, (iv) realignment of Owens Court, (v) undergrounding of utilities and (vi) installation of extensive landscaping, sidewalks, street lighting, bus turnouts and shelters and signalization of all intersections.

(b) Santa Rita Road and Arroyo Mocho

Bridge. The improvements include: (i) widening of Santa Rita Road to six through lanes with dual left turn lanes and right hand turn lanes from I-580 to Sutter Gate Avenue, (ii) construction of a south-bound lanes bridge over the Arroyo Mocho, (iii) construction of a new at grade crossing with signalization over the Southern Pacific Railroad tracks, (iv) undergrounding of utilities and (v) installation of extensive landscaping, sidewalks, street lighting, bus turnouts and shelters and signalization of major intersections.

(c) Stoneridge Drive and West Las

Positas Boulevard. The improvements include: (i) widening of Stoneridge Drive to six through lanes with left and right hand turn lanes from Hopyard Road to Johnson Drive, (ii) widening of West Las Positas Boulevard to six through lanes with left and right hand turn lanes from Santa Rita Road to the Southern Pacific Railroad tracks, (iii) construction of an at grade crossing with signalization at the Southern Pacific tracks, (iv) undergrounding of utilities and (v) installation of extensive landscaping, sidewalks, street lighting, bus turnouts and shelters and signalization of major intersections.

(d) Old Santa Rita Road. The improvements include: (i) widening of Old Santa Rita Road to two through lanes with a dual left hand turn lane from Santa Rita Road to I-580, (ii) undergrounding of utilities and (iii) installation of landscaping, sidewalks, street lighting and signalization at the intersection with Santa Rita Road.

(e) Traffic Monitor Computer. Developer and Prudential have financed installation of traffic monitor computer and expansion of City Hall to accommodate same.

(f) Shell Station. Developer and Prudential have agreed to relocate the Shell service station located at the southeast corner of Hopyard Road and Owens Drive.

(2) Soundwalls. Soundwalls to shield residences along arterial streets from traffic noise have been constructed in residential areas along the west side of Hopyard Road between Stoneridge Drive and Valley Avenue, along the east side of Santa Rita Road between Pimlico Drive and West Las Positas Boulevard and along the south side of West Las Positas Boulevard between Santa Rita Road and the Southern Pacific Railroad tracks.

(3) North Pleasanton Water Improvement District ("NPWID"). Developer and Prudential have agreed to pay for all costs associated with the construction of an eight million (8,000,000) gallon emergency water storage reservoir located west of Foothill Boulevard including design costs, right-of-way and site acquisition costs, engineering costs, site construction and environmental assessment and reservoir construction. Developer and Prudential have also agreed to pay for preliminary design and engineering costs associated with the construction of a seven and one-half million (7,500,000) gallon emergency water storage reservoir to be located east of Tassajara Road north of I-580.

(4) Drainage Improvements. Developer and Prudential have improved through deepening, widening, bank reconstruction and revegetation the Hewlett Canal along the south side of I-580, the Chabot Canal from the Hewlett Canal to the Arroyo Mocho and the Tassajara Creek from I-580 to the Arroyo Mocho. Developer and Prudential are in the process of improving through deepening, widening and revegetation the Arroyo de la Laguna from I-680 to Bernal Avenue.

(5) Sewer.

(a) DSRSD Master Plan. Developer and Prudential have agreed to pay for the Master

Planning for the North Pleasanton Sanitary Sewer System for DSRSD.

(b) DSRSD Stage 3A and LAVWMA Expansion. Developer and Prudential have assumed City's share of the cost of the DSRSD and LAVWMA facilities 500,000 gallons per day expansion.

F. The City has agreed to cooperate with Developer and Prudential in the formation of improvement districts for traffic, water and fire improvements that will allocate the out-of-pocket expenses of Public Improvements for traffic, water and fire improvements already constructed by Developer at the time the improvement districts are formed fairly amongst all north Pleasanton commercial and industrial developments. In addition, the improvement districts are expected to finance additional public improvements to include: (i) environmental assessment, design and construction of freeway interchanges at Stoneridge Drive/I-680, Santa Rita Road/I-580, Hacienda Drive/I-580 and West Las Positas Boulevard/I-680, and Hopyard Road/I-580, (ii) the final design, environmental assessment, site work and construction of a seven and one-half million (7,500,000) gallon emergency water storage reservoir east of Tassajara Road north of I-580 and (iii) design and construction of a fire station and fire personnel training center at Stoneridge Drive and Stoneridge Mall Road.

G. Developer and Prudential have constructed the Public Improvements and committed to perform other obligations as contained in certain agreements ("Prior Agreements") between Developer and City and listed in Exhibit 4.

H. On November 21, 1983, the City Planning Commission held a noticed public hearing on this Agreement and (i) determined that this Agreement is consistent with the City's General Plan and (ii) voted to recommend that the City Council approve this Agreement.

I. On November 22, 1983, the City Council held a noticed public hearing on this Agreement, found this Agreement consistent with the City's General Plan and introduced Ordinance No. 1113 approving this Agreement.

J. On December 6, 1983, the City Council adopted Ordinance No. 1113 approving this Agreement.

NOW, THEREFORE, pursuant to the authority contained in Section 65864, et seq., of the California Government Code and in consideration of the mutual covenants and promises of the parties, the parties hereto agree as follows:

1. DEVELOPMENT OF THE PROPERTY.

1.1 PUD. City shall have the right to control development of the Property and Developer shall have the right to

develop the Property in accordance with the provisions of PUD-81-30 adopted as Ordinance 1109 on November 22, 1983.

1.2 General Plan. City shall have the right to control development of the Property and Developer shall have the right to develop the Property in accordance with the general plan ("General Plan") land use designation for the Property (Industrial/Commercial and Offices) as set forth in the General Plan on November 22, 1983.

1.3 Design Review. City and Developer agree that City does not give up its right, by entering into this Agreement, to subsequently exercise discretionary design review approval of site plans as provided in the PUD, including the right to require mitigations reasonably related to the particular site approval. However, City shall not exercise such discretion in a manner which will materially interfere with the development of the Property for the uses and to the density and intensity set forth in the PUD or arbitrarily increase the cost of development.

1.4 Additional Mitigations. City and Developer agree that City shall have discretion to reasonably and in good faith determine that the effects of the Project require additional mitigation measures ("Additional Mitigations") than those required by the PUD, and to impose these Additional Mitigations upon the entire Project. City shall exercise such discretion in a fair and evenhanded manner between all North Pleasanton developers. If such

determination is made, Developer will cooperate in the funding of the Additional Mitigations, to the extent the Project is benefitted by the Additional Mitigations, by cooperating in the formation of assessment districts or other types of funding mechanisms to provide funding for the Additional Mitigations. City and Developer agree to cooperate in the formation of such assessment districts or funding mechanisms to provide funding for the Additional Mitigations. City further agrees that it shall not exercise such discretion in a manner which will materially interfere with the development of the Property for the uses and to the density and intensity set forth in the PUD.

2. EFFECT OF AGREEMENT.

2.1 Local Rules. The Property shall be subject to all the rules, regulations, and official policies and fees (e.g., General Plan, zoning code, subdivision code, building code (collectively "Local Rules")) of City governing uses, density, height, design, public improvements and construction standards which are in effect at the time the Agreement is executed and any (i) changes to the Local Rules or (ii) new Local Rules; provided, however, such changes or new Local Rules shall not apply if they materially interfere with development of the Property for the uses and to the height, density and intensity set forth in the PUD or with the rate of development selected by the Developer.

2.2 Prior Agreements. This Agreement shall not be construed to modify or supersede any of the Prior Agreements, and the Prior Agreements shall not be construed to be part of this Agreement. Both parties hereby reaffirm all of the Prior Agreements.

2.3 Supersedure By Subsequent State or Federal Laws or Regulations. In the event that state or federal laws or regulations, enacted after this Agreement has been entered into, prevent or preclude compliance with one or more provisions of the Agreement, such provisions of the Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Notwithstanding the foregoing, Developer shall have the right to challenge the law or regulation preventing compliance with the terms of this Agreement and, in the event such challenge is successful, the Agreement shall remain unmodified and in full force and effect.

3. TERM.

The term of this Agreement shall commence on the effective date of the ordinance adopting this Agreement and shall terminate December 31, 1996, unless sooner terminated or extended as hereinafter provided.

4. USES.

The permitted uses of the Property, the density or intensity of use, the maximum height and size of proposed buildings and provisions for reservation or dedication of land for public purposes shall be as provided in the PUD.

5. STANDARD OF REVIEW OF PERMITS.

All permits ("Permits") required by Developer to develop the Property, including without limitation, (i) road construction permits; (ii) grading permits; (iii) building permits; (iv) sewer connection permits (subject to availability); and (v) certificates of occupancy, shall be expeditiously issued by City upon application by Developer, so long as the following conditions are met:

(a) Compliance With This Agreement and PUD.

Developer is in good faith compliance with all terms and conditions contained in either this Agreement or the PUD; and

(b) Compliance With Other City Regulations.

Developer has complied with the applicable Local Rules as defined in this Agreement.

6. DISPUTES, ANNUAL REVIEW, DEFAULT.

6.1 Annual Review. City and Developer shall annually review this Agreement and all actions taken pursuant to the terms of this Agreement.

6.2 Developer's Submission. Not less than thirty (30) days nor more than sixty (60) days prior to September first of each year, Developer shall submit a letter to the City Council demonstrating Developer's good faith compliance with the terms and conditions of this Agreement and shall include in such letter a statement that such letter is being submitted to City pursuant to the requirements of Government Code Section 65865.1.

6.3 City's Findings. Within thirty (30) days after the receipt of Developer's evidence, the City Council shall determine whether Developer has, for the year under review, demonstrated good faith compliance with the terms and conditions of this Agreement. If the City Council finds that Developer has complied, the annual review shall be deemed concluded. If the City Council finds and determines that Developer has not complied in good faith with the terms and conditions of this Agreement for the year under review, the City Council may issue a written notice of noncompliance ("Notice of Noncompliance") specifying in detail the grounds therefor and all facts demonstrating such noncompliance such that Developer may address the issues raised in the Notice of Noncompliance on a point-by-point basis. Developer shall have thirty (30) days to respond in writing to the Notice of Noncompliance. If, after receipt of the Developer's response or the passage of the thirty (30) day response period, the City Council, at a public hearing, finds and

determines, on the basis of substantial evidence, that the Developer and/or any successor in interest thereto has not complied in good faith with terms or conditions of the Agreement or PUD, the City Council may terminate or modify the Agreement.

6.4 Remedies.

6.4.1 Specific Performance. Unless amended or terminated in accordance with the terms of this Agreement, this Agreement is specifically enforceable by either party. Notwithstanding anything to the contrary herein, the parties hereto recognize and acknowledge that there is a risk that circumstances may occur under which one of the parties may not be able to specifically perform its obligations pursuant to the terms of this Agreement for reasons beyond that party's control. City agrees and acknowledges that if one party cannot reasonably be required to specifically perform, then the other party's remedies will be limited to damages, amendment or termination of this Agreement.

6.4.2 Damages. Both parties recognize and agree that damages are not an appropriate remedy for the party herein deprived of the full benefits of this Agreement and, in consideration for this Agreement, waive any claim to compensatory damages for breach of this Agreement, except as provided herein. In the event a court shall determine that an action or course of conduct by

City or Developer shall constitute a willful and intentional attempt to violate this Agreement, then compensatory damages shall be available. Both parties waive any claim for punitive damages and any claim of personal liability against the officials of the other party.

7. AMENDMENT OR TERMINATION.

7.1 Agreement. If City and Developer mutually agree to terminate or amend the terms of this Agreement, the amendment or termination shall be accomplished in the manner provided in state law for the adoption of development agreements, except as provided in Subsection 7.2.

7.2 PUD. City and Developer may by mutual agreement, amend or modify the PUD, including Conditions of Approval, without seeking an amendment of this Agreement. This Agreement shall incorporate all the terms and conditions of the PUD as so amended or modified.

8. ASSIGNABILITY.

The right to develop the Property pursuant to this Agreement and the obligation to comply with conditions of the PUD shall run with the Property except as provided herein:

(a) The obligations under the PUD affecting or benefitting more than one site within the Property shall be personal to Developer and shall also run with any

portion of the Property which is still owned by Developer at the time City enforces the obligation.

However, to the extent that such obligations arise from assessment liens or benefit districts, the obligations shall run with the lands assessed or benefitted whether or not still owned by Developer.

(b) Developer may assign its obligations pursuant to subsection (a) only upon approval by the City.

(c) Any right which Developer may have to reimbursement or credit for costs incurred in construction of any improvements, including but not limited to the Improvements, shall be a personal covenant that shall only apply to Developer unless Developer elects to have the covenant attached to the Property.

9. GENERAL.

9.1 Construction of Agreement. The language in all parts of this Agreement shall, in all cases, be construed as a whole and in accordance with its fair meaning. The captions of the paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of construction. This Agreement shall be governed by the laws of the State of California.

9.2 Severability. If any material provision of this Agreement or the PUD or the General Plan Amendment adopted

on November 8, 1983, shall be adjudged to be invalid, void or illegal, each party shall have the right to unilaterally terminate this Agreement, or to mutually seek amendment of this Agreement pursuant to Section 7.

9.3 Attorneys' Fees. In the event of any dispute between the parties involving the covenants or conditions contained in this Agreement, the prevailing party shall be entitled to recover reasonable expenses, attorneys' fees and costs.

9.4 No Waiver. No delay or omission by the City in exercising any right or power accruing upon the noncompliance or failure to perform by Developer under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by City of any of the covenants or conditions to be performed by Developer shall not be construed as a waiver of any succeeding breach of the same or other covenants and conditions hereof.

9.5 Exhibits. The following exhibits attached hereto are incorporated herein by this reference.

Exhibit 1.

Exhibit 2.

Exhibit 3.

Exhibit 4.

10. NOTICE.

10.1 To Developer. Any notice required or permitted to be given by City to Developer under or pursuant to this Agreement shall be deemed sufficiently given if in writing and delivered personally to an officer of Developer, or mailed, with postage thereon fully prepaid, registered or certified mail, return receipt requested, addressed to Developer as follows:

Callahan-Pentz Properties, Pleasanton
4637 Chabot Drive
Suite 300
Pleasanton, California 94566
Attn: Mr. Joseph W. Callahan

10.2 To City. Any notice required or permitted to be given to City under or pursuant to this Agreement shall be made and given in writing, if by mail, with postage thereon fully prepaid, registered or certified mail, return receipt requested, addressed to:

City of Pleasanton
200 Bernal Avenue
Pleasanton, California 94566
Attn: City Council
City Attorney
City Manager
Planning Director

and, if personally delivered, to the City Clerk, at the City Hall, together with copies marked for the City Council, City Manager and City Attorney.

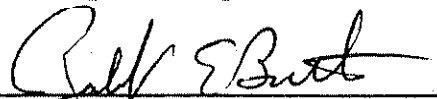
10.3 Effect of Notice. The provisions of this Section shall be deemed directives only and shall not detract from

the validity of any notice given in a manner which would be legally effective in the absence of this Section.

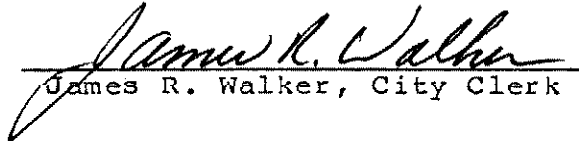
IN WITNESS WHEREOF, City and Developer have executed this Agreement in one (1) or more copies as of the day and year first above written.

"City"

THE CITY OF PLEASANTON,
a municipal corporation

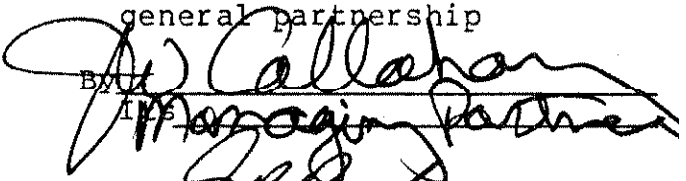
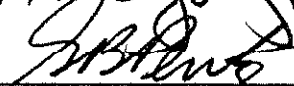
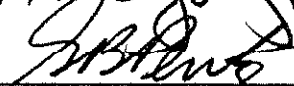
By 
Robert E. Butler, Mayor

ATTEST:


James R. Walker, City Clerk

"Developer"

CALLAHAN-PENTZ PROPERTIES,
PLEASANTON, a California
general partnership

By 
Its 
By 
Its Managing Partner

APPROVED AS TO FORM:



Peter D. MacDonald,
City Attorney

EXHIBIT 1

PROPERTY

REAL PROPERTY, in the City of Pleasanton, County of Alameda, State of California, described as follows:

Lots 2, 3, 4, 16, 17, 28, 30, 34 and 37, as said lots are shown on Parcel Map 3858, filed August 13, 1982 in Book 135 of Maps at pages 49-56, Official Records of Alameda County, California.

EXHIBIT 2

PT&T PROPERTY

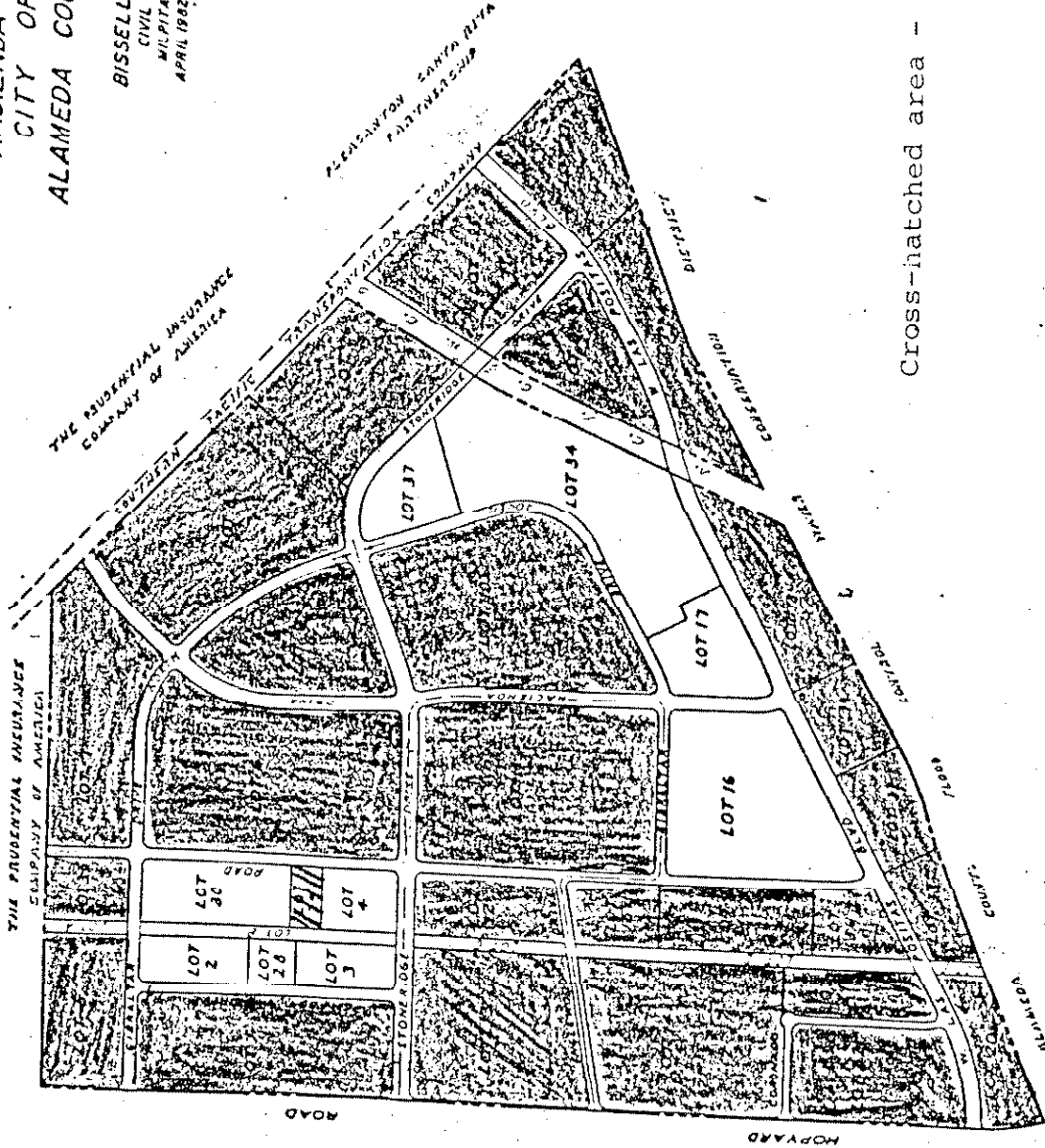
REAL PROPERTY, in the City of Pleasanton, County of Alameda, State of California, described as follows:

Lot 29, as said lot is shown on Parcel Map 3858, filed August 13, 1982 in Book 135 of Maps at pages 49-56, Official Records of Alameda County, California.

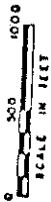
PARCEL MAP 3858
HACIENDA BUSINESS PARK
CITY OF PLEASANTON
ALAMEDA COUNTY, CALIFORNIA

BISSELL & KARN, INC.
 CIVIL ENGINEERS
 MILPITAS, CALIFORNIA
 APRIL 1982 SCALE 1"=500'

EXHIBIT 2



Cross-hatched area - PT&T Property



INDEX SHEET

EXHIBIT 3

PRUDENTIAL PROPERTY

REAL PROPERTY, in the City of Pleasanton, County of Alameda, State of California, described as follows:

Lots 1, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 31, 32, 33, 35 and 36 as shown on Parcel Map 3858, filed August 13, 1982 in Book 135 of Maps at pages 49-56, Official Records of Alameda County, California.

EXHIBIT 4

PRIOR AGREEMENTS

1. NPID

- a. Petition For Special Assessment Proceedings, to City Council dated March 22, 1983.
- b. Improvements
 - (1) Street Improvement Agreement between City, Developer and Prudential dated September 28, 1982 (Hopyard Road)
 - (2) Agreement between City, Developer and Prudential dated April 26, 1983 (Hopyard Road)
 - (3) Improvement Agreement between City, Developer and Prudential dated March 12, 1983 (Santa Rita Road; Arroyo Mocho Bridge)
 - (4) Street Improvement Agreement between City, Developer and Prudential dated May 16, 1983 (Stoneridge Drive, West Las Positas)
 - (5) Agreement between City, Developer and Prudential, dated April 26, 1983. Agreement between City, Delta Properties, Developer and Prudential, dated December 27, 1982. Relocation of Johnson Drive - East Side (Owens Drive - Owens Court)
 - (6) Agreement For Relocation of Johnson Drive; Memorandum of Agreement, between Delta Properties, Developer and Prudential, dated December 30, 1982

2. NPWID. Agreement between City and Developer dated July 26, 1983

3. NPFID. Petition For Special Assessment Proceedings.

4. Second Amended Agreement between City, Developer and Prudential effective October 31, 1983.

5. Subdivision Agreement between City and Developer, dated July 23, 1982

Exhibit 4

6. Agreement between City and Developer, dated July 27,
1982 (Mitigation Measures Agreement)

Exhibit 4

STATE OF CALIFORNIA)
COUNTY OF Santa Clara) SS.

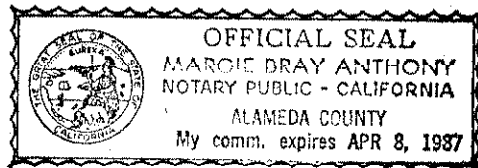
On this 30th day of December, in the year 1983,
before me, Margie Dray Anthony, Notary Public in
and for the State of California, personally appeared
JOSEPH W. CALLAHAN and **GEORGE B. PENTZ**, personally known to
me (or proved to me on the basis of satisfactory evidence)
to be the persons who executed this instrument, on behalf of
the partnership and acknowledged to me that the partnership
executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal in the County of Alameda
the day and year in this certificate first above written.

Margie Dray Anthony
NOTARY PUBLIC
In and for the State of California

My Commission Expires: 4-8-87

(SEAL)



K313-40-J/Dec29

RECORDING REQUESTED BY:

City of Pleasanton
200 Bernal Avenue
Pleasanton, California 94566
Attn: Peter D. MacDonald,
City Attorney

FOR RECORDER'S USE ONLY:

COPY of Document Recorded
on MAY - 1 1986 as No. 86-103893
Has not been compared with original.
ALAMEDA COUNTY RECORDER

**WHEN RECORDED MAIL
CERTIFIED COPIES TO:**

The Prudential Insurance
Company of America
Four Embarcadero Center
Suite 2700
San Francisco, California 94111
Attn: Harry N. Mixon, Esq.

DEVELOPMENT AGREEMENT

Between

CITY OF PLEASANTON

and

**THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA**

DEVELOPMENT AGREEMENT

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EXHIBITS

- Exhibit 1 - Property Description
- Exhibit 2 - Map of North Pleasanton Properties
- Exhibit 3 - Master Subdivision Improvement Agreement

RECORDING REQUESTED BY:

FOR RECORDER'S USE ONLY:

City of Pleasanton
200 Bernal Avenue
Pleasanton, California 94566
Attn: Peter D. MacDonald,
City Attorney

WHEN RECORDED MAIL
CERTIFIED COPIES TO:

The Prudential Insurance
Company of America
Four Embarcadero Center
Suite 2700
San Francisco, California 94111
Attn: Harry N. Mixon, Esq.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered as of this 22nd day of April, 1986, by and between THE CITY OF PLEASANTON ("City"), a municipal corporation of the State of California, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA ("Developer"), a New Jersey corporation.

THE PARTIES ENTER THIS AGREEMENT on the basis of the following facts, understandings and intentions:

A. Developer owns certain real property ("Property") located in the City of Pleasanton, County of Alameda,

State of California, more particularly described in Exhibit 1 attached hereto. The Property is contiguous to certain other real property owned by Developer commonly known as Hacienda Business Park Phase I.

B. Developer plans to develop the Property as a commercial and office park ("Project").

C. City wishes to (i) eliminate uncertainty in the comprehensive development planning of large scale industrial and commercial projects, (ii) secure orderly development and progressive fiscal benefits for public services planning and (iii) ensure attainment of the goal of maximum effective utilization of resources at the least economic cost to the public.

D. Developer submitted to City (i) a development plan ("Development Plan") for development of the Project, (ii) an application for three (3) general plan amendments (collectively "Amendments"), amending (a) Property's designation in the Land Use Element of the General Plan from General and Limited Industrial to Industrial/Commercial/Office and (b) the Growth Management Element to provide that the Project is, by definition, consistent with the policies contained therein, and (c) amendments to the Circulation Element to make Owens Drive a collector street and (iii) an application for a zone change of the Project to a planned unit development ("PUD") in accordance with the Development Plan.

E. On March 4, 1986, City approved the Amendments.

F. On March 4, 1986, City certified the final environmental impact report ("FEIR") for the Project.

G. On March 18, 1986, City approved the PUD subject to certain conditions as contained in Ordinance No. 1246. A copy of Ordinance No. 1246 is on file in the City's Office of the Director of Planning.

H. City desires Developer to develop the Property in accordance with this Agreement and the PUD because the long term orderly development of the Project will provide many public benefits to City including, but not limited to, the following:

1. Increased Tax Base. The Project will provide the City with increased tax revenues (including real property taxes, sales, business license, and hotel revenues) from tenants and owners of businesses within the Project. These fiscal benefits will make possible improvements in City services, including particularly police, fire, water and recreational services.

2. Public Improvements. Development of the Project will facilitate completion of public improvements ("Public Improvements") which are included in the North Pleasanton Improvement District, the North Pleasanton Fire Improvement District, and the North Pleasanton Water Improvement District. The Public Improvements will bring

benefits to existing residents of the City, including improvements in traffic conditions, improvements in attractiveness of community, improvements in liveability of many residences along arterial streets, and better fire protection and emergency water supplies.

3. Urban Infill. The Project is a logical geographical area for development, providing an urban infill between surrounding properties which have been developed. The Project lies within the intersection of two major freeways, Interstate 580 and Interstate 680. The Project is serviced by major local thoroughfares and lies within a planned expansion of the Bay Area Rapid Transit System. The Project is already separated from open space areas within the City.

4. Creation of Job Opportunities. The development of the Project will provide a significant number of construction jobs and permanent employment opportunities for the residents of Pleasanton and the Tri-Valley.

I. On February 12, 1986, the City Planning Commission held a noticed public hearing on this Agreement and (i) determined that this Agreement is consistent with the City's General Plan and (ii) voted to recommend that the City Council approve this Agreement.

J. On March 4, 1986, the City Council held a noticed public hearing on this Agreement, found this

Agreement consistent with the City's General Plan and introduced Ordinance No. 1247 approving this Agreement.

K. On March 18, 1986, the City Council adopted Ordinance No. 1247 approving this Agreement.

NOW, THEREFORE, pursuant to the authority contained in Section 65864, et seq., of the California Government Code and in consideration of the mutual covenants and promises of the parties, the parties hereto agree as follows:

1. DEVELOPMENT OF THE PROPERTY.

1.1 PUD. City shall have the right to control development of the Property and Developer shall have the right to develop the Property in accordance with the provisions of PUD-85-81 ("PUD") adopted as Ordinance 1246 on March 18, 1986. Notwithstanding anything herein to the contrary, City shall not, without Developer's consent require public improvements other than as described in the PUD and this Agreement, or as otherwise provided by California law.

1.2 Design Review. City and Developer agree that City does not give up its right, by entering into this Agreement, to subsequently exercise discretionary design review approval of site plans as provided in the PUD, including the right to require mitigations reasonably related to the particular site approval. However, City shall not exercise such discretion in a manner which will materially interfere

with the development of the Property for the uses and to the density and intensity set forth in the PUD or arbitrarily increase the cost of development.

2. EFFECT OF AGREEMENT.

2.1 Local Rules. The Property shall be subject to all the rules, regulations, and official policies and fees (e.g., General Plan, zoning code, subdivision code, building code [collectively "Local Rules"]) of City governing uses, density, height, design, public improvements and construction standards which are in effect at the time the Agreement is executed and any (i) changes to the Local Rules or (ii) new Local Rules; provided, however, such changes or new Local Rules shall not apply if they materially interfere with (A) development of the Property for the uses and to the height, density and intensity set forth in the PUD; (B) the rate of development selected by the Developer; or (C) the cost of development.

2.2 Supersedure By Subsequent State or Federal Laws or Regulations. In the event that state or federal laws or regulations, enacted after this Agreement has been entered into, prevent or preclude compliance with one or more provisions of the Agreement, such provisions of the Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Notwithstanding the foregoing, Developer shall have the right to

challenge the law or regulation preventing compliance with the terms of this Agreement and, in the event such challenge is successful, the Agreement shall remain unmodified and in full force and effect.

3. ADDITIONAL MITIGATIONS.

3.1 Imposition of Additional Mitigations. City and Developer agree that City shall have discretion to reasonably and in good faith determine that the effects of cumulative development of properties within the North Pleasanton area ("North Pleasanton Properties), as more particularly described in Exhibit 2, require additional mitigation measures ("Additional Mitigations") than those required by the PUD, and to impose the cost of financing these Additional Mitigations upon property benefitting therefrom to the extent reasonable and practical.

3.2 Developer's Right of Protest. Subject to the terms of this Agreement, Developer agrees to either (i) not protest the establishment of assessment districts or benefit districts to fund the Additional Mitigations or (ii) to affirmatively vote for the creation of such districts. Developer retains the right to protest and litigate all matters other than the validity of the formation of the district, including but not limited to the type of improvements, cost and allocation of the cost of the improvements among various properties. In the event Developer initiates

or participates in litigation concerning allocation of the cost of improvements, Developer shall allow formation of the district and placement of liens on the Property so long as City provides security which in Developer's reasonable estimation will allow City to pay off the amount of indebtedness that is in dispute in the event Developer prevails in the litigation. A good faith protest pursuant to this Section shall not be construed as an action of noncompliance under the terms of this Agreement.

4. LIMITATIONS ON OBLIGATION TO FUND ADDITIONAL MITIGATIONS.

Notwithstanding anything herein to the contrary, Developer's obligations with respect to Additional Mitigations shall be limited as follows:

4.1 Development of Property. City agrees that it shall not exercise its discretion to impose Additional Mitigations in a manner which will materially interfere with the development of the Property for the uses and to the density and intensity set forth in the PUD.

4.2 Economic Viability. City shall not impose Developer's obligation to participate in the financing of Additional Mitigations if such obligation will impose economically infeasible levels of cost upon the Property. The determination of economic feasibility shall be subject to the reasonable and good faith discretion of the City

Council. The City Council shall provide the Developer with an opportunity to be heard and present evidence on the issue of economic feasibility. The City Council's decision shall be based on substantial evidence. If Developer still disagrees with City Council's determination the matter shall be submitted to the arbitration in accordance with American Arbitration Association rules, and Developer shall pay for the cost of arbitration. The arbitrators selected shall be experienced in real estate economics.

4.3 Scope of Additional Mitigations. Additional Mitigations shall be limited to mitigations which reasonably benefit the North Pleasanton Properties and are necessitated by North Pleasanton development. In the event impacts from North Pleasanton development cause more than fifty percent (50%) of the need for a mitigation, Developer shall not protest formation of an assessment district to finance the cost of the mitigation which shall encumber only the North Pleasanton Properties. An example would be the determination by the City Council that the W. Las Positas/I-680 interchange had become necessary due to cumulative impacts of North Pleasanton development. In the event impacts from North Pleasanton development cause less than fifty percent (50%) of the need for the mitigation, the Developer's obligation shall be limited to its prorata contribution to the problem with the balance to be obtained from other sources.

4.4 Subordination of Obligation to Finance Additional Mitigations - SUBORDINATION AGREEMENT. THIS AGREEMENT CONTAINS A SUBORDINATION CLAUSE WHICH MAY RESULT IN A SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF A LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT. Except to the extent assessment or benefit districts are otherwise imposed upon the Property in accordance with California law, the obligations of Developer under this Agreement to finance Additional Mitigations through liens upon its property shall be automatically subordinate, without the execution and recordation of any instrument, to the lien of any deed of trust or other security instrument encumbering the Property, or any parcel thereof, in favor of a third party lender which secures the repayment of any construction loan or permanent loan, or both ("Loan"), provided the proceeds of such Loan are used only to develop or provide long-term financing for improvement of the Property, or parcel thereof, or both. The City shall execute such subordination agreement or other comparable document as such lender may require to confirm the senior status of the lender's security.

5. TERM.

The term of this Agreement shall commence on the effective date of the ordinance adopting this Agreement and shall

terminate December 31, 2000, unless sooner terminated or extended as hereinafter provided.

6. CONSIDERATION.

In addition to the consideration referenced in the Recitals to this Agreement, Developer shall reserve Site 54 for mitigation of impacts generated by the Project. Site 54 may be used for public transit purposes and for a North Pleasanton Public Services Center, which may include an emergency medical center, police station, fire station and/or such other public services as City and Developer may approve. If approved by City and Developer, Developer shall construct the above-referenced improvements at Developer's expense and lease the improvements to City on a non-profit basis.

7. USES.

The permitted uses of the Property, the density or intensity of use, the maximum height and size of proposed buildings and provisions for reservation or dedication of land for public purposes shall be as provided in the PUD.

8. STANDARD OF REVIEW OF PERMITS.

All permits ("Permits") required by Developer to develop the Property, including without limitation, (i) road construction permits; (ii) grading permits; (iii) building

permits; (iv) sewer connection permits (subject to availability); and (v) certificates of occupancy, shall be expeditiously issued by City upon application by Developer, so long as the following conditions are met:

(a) Compliance With This Agreement and PUD. Developer is in good faith compliance with all terms and conditions contained in either this Agreement or the PUD; and

(b) Compliance With Other City Regulations. Developer has complied with the applicable Local Rules as defined in this Agreement.

9. DISPUTES, ANNUAL REVIEW, DEFAULT.

9.1 Annual Review. City and Developer shall annually review this Agreement and all actions taken pursuant to the terms of this Agreement.

9.2 Developer's Submission. Not less than thirty (30) days nor more than sixty (60) days prior to March 1st of each year, Developer shall submit a letter to the City Council demonstrating Developer's good faith compliance with the terms and conditions of this Agreement and shall include in such letter a statement that such letter is being submitted to City pursuant to the requirements of Government Code Section 65865.1.

9.3 City's Findings. Within thirty (30) days after the receipt of Developer's evidence, the City Council shall determine whether Developer has, for the year under review,

demonstrated good faith compliance with the terms and conditions of this Agreement. If the City Council finds that Developer has complied, the annual review shall be deemed concluded. If the City Council finds and determines that Developer has not complied in good faith with the terms and conditions of this Agreement for the year under review, the City Council may issue a written notice of noncompliance ("Notice of Noncompliance") specifying in detail the grounds therefor and all facts demonstrating such noncompliance such that Developer may address the issues raised in the Notice of Noncompliance on a point-by-point basis. Developer shall have thirty (30) days to respond in writing to the Notice of Noncompliance. If, after receipt of the Developer's response or the passage of the thirty (30) day response period, the City Council, at a public hearing, finds and determines, on the basis of substantial evidence, that the Developer and/or any successor in interest thereto has not complied in good faith with terms or conditions of the Agreement or PUD, the City Council may terminate, amend or modify the Agreement.

9.4 Remedies.

9.4.1 Specific Performance. Unless amended or terminated by mutual consent of Developer and City, this Agreement is specifically enforceable by either party. Notwithstanding anything to the contrary herein, the parties hereto

recognize and acknowledge that there is a risk that circumstances may occur under which one of the parties may not be able to specifically perform its obligations pursuant to the terms of this Agreement for reasons beyond that party's control. City agrees and acknowledges that if one party cannot reasonably be required to specifically perform, then the other party's remedies will be limited to damages, amendment or termination of this Agreement.

9.4.2 Damages. Both parties recognize and agree that damages are not an appropriate remedy for the party being deprived of the full benefits of this Agreement and, in consideration for this Agreement, waive any claim to compensatory damages for breach of this Agreement, except as provided herein. In the event a court shall determine that an action or course of conduct by City or Developer shall constitute a willful and intentional attempt to violate this Agreement, then compensatory damages shall be available. Both parties waive any claim for punitive damages and any claim of personal liability against the officials, officers or agents of the other party.

10. AMENDMENT OR TERMINATION.

10.1 Agreement. If City and Developer mutually agree to terminate or amend the terms of this Agreement, the amendment or termination shall be accomplished in the manner

provided in state law for the adoption of development agreements, except as provided in Subsection 9.3.

10.2 PUD. City and Developer may by mutual agreement, amend or modify the PUD, including Conditions of Approval, without seeking an amendment of this Agreement. This Agreement shall incorporate all the terms and conditions of the PUD as so amended or modified.

11. ASSIGNABILITY.

The right to develop the Property pursuant to this Agreement and the obligation to comply with conditions of the PUD shall run with the Property except as provided herein:

(a) The obligations arising from the Master Subdivision Improvement Agreement, a draft of which is attached hereto as Exhibit 3, shall be personal to Developer and shall also run with any portion of the Property which is still owned by Developer at the time City enforces the obligation.

(b) Developer may assign its obligations pursuant to subsection (a) only upon approval by the City.

12. GENERAL.

12.1 Construction of Agreement. The language in all parts of this Agreement shall, in all cases, be construed as a whole and in accordance with its fair meaning. The captions

of the paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of construction. This Agreement shall be governed by the laws of the State of California.

12.2 Severability. If any material provision of this Agreement or the PUD or the Amendments shall be found to be invalid, void or illegal, each party shall have the right to seek amendment or termination of this Agreement pursuant to Section 10.1.

12.3 Attorneys' Fees. In the event of any dispute between the parties involving the covenants or conditions contained in this Agreement, the prevailing party shall be entitled to recover reasonable expenses, attorneys' fees and costs.

12.4 No Waiver. No delay or omission by the City in exercising any right or power accruing upon the noncompliance or failure to perform by Developer under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by City of any of the covenants or conditions to be performed by Developer shall not be construed as a waiver of any succeeding breach of the same or other covenants and conditions hereof.

12.5 Exhibits. The following exhibits attached hereto are incorporated herein by this reference.

- Exhibit 1 - Property Description
- Exhibit 2 - Map of North Pleasanton Properties
- Exhibit 3 - Master Subdivision Improvement Agreement

13. NOTICE.

13.1 To Developer. Any notice required or permitted to be given by City to Developer under or pursuant to this Agreement shall be deemed sufficiently given if in writing and delivered personally to an officer of Developer, or mailed, with postage thereon fully prepaid, registered or certified mail, return receipt requested, addressed to Developer as follows:

The Prudential Insurance Company
of America
4309 Hacienda Drive, Suite 500
Pleasanton, California 94566
Attn: Mr. Robert Shallenberger

The Prudential Insurance Company of America
Four Embarcadero Center, Suite 2700
San Francisco, California 94111
Attn: Harry N. Mixon, Esq.

cc: Brobeck, Phleger & Harrison
4637 Chabot Drive, Suite 208
Pleasanton, California 94566
Attn: Deborah M. Castles, Esq.

13.2 To City. Any notice required or permitted to be given to City under or pursuant to this Agreement shall be made and given in writing, if by mail, with postage thereon fully prepaid, registered or certified mail, return receipt requested, addressed to:

City of Pleasanton
200 Bernal Avenue
Pleasanton, California 94566
Attn: City Council
City Attorney
City Manager
Planning Director

and, if personally delivered, to the City Clerk, at the City Hall, together with copies marked for the City Council, City Manager and City Attorney.

13.3 Effect of Notice. The provisions of this Section shall be deemed directives only and shall not detract from the validity of any notice given in a manner which would be legally effective in the absence of this Section.

IN WITNESS WHEREOF, City and Developer have executed this Agreement in one (1) or more copies as of the day

and year first above written.

"City"

THE CITY OF PLEASANTON,
a municipal corporation

BY Frank C. Brandes
Frank C. Brandes, Mayor

ATTEST:

James R. Walker
James R. Walker, City Clerk

"Developer"

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA,
a New Jersey corporation

BY Warren R. Blodgett
Warren R. Blodgett
Its Vice President

APPROVED AS TO FORM:

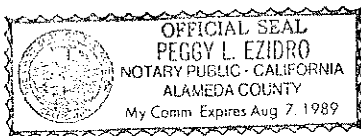
Peter D. MacDonald
Peter D. MacDonald,
City Attorney

BY Harry N. Nixon
Harry N. Nixon
Its Assistant Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF ALAMEDA)

On this 30th day of APRIL, in the year 1986,
before me, PEGGY L. EZIDRO Notary Public in and for the
State of California, personally appeared **FRANK C. BRANDES**
personally known to me ~~(or proved to me on the basis of~~
~~satisfactory evidence)~~ to be the person who executed this
instrument as Mayor of the City of Pleasanton and acknowledged to
me that the public agency executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal in the County of ALAMEDA the
day and year in this certificate first above written.



Peggy L. Ezidro
NOTARY PUBLIC
In and for the State of California
My Commission Expires: 8/7/89

(SEAL)

STATE OF CALIFORNIA)
)
COUNTY OF ALAMEDA) ss.

On this 30th day of APRIL, in the year 1986
before me, PEGGY L. EZIDRO, Notary Public in and for
the State of California, personally appeared JAMES R.
WALKER personally known to me ~~(or proved to me on the basis of~~
~~satisfactory evidence)~~ to be the person who executed this
instrument as City Manager/Clerk of the City of Pleasanton and
acknowledged to me that the public agency executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal in the County of ALAMEDA the
day and year in this certificate first above written.



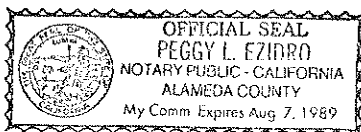
Peggy L. Ezidro
NOTARY PUBLIC
In and for the State of California
My Commission Expires: 8/7/89

(SEAL)

STATE OF CALIFORNIA)
)
COUNTY OF ALAMEDA) ss.

On this 30th day of APRIL, in the year 1986,
before me, PEGGY L. EZIDRO, Notary Public in and for
the State of California, personally appeared PETER D.
MACDONALD personally known to me ~~(or proved to me on the basis of~~
~~satisfactory evidence)~~ to be the person who executed this
instrument as City Attorney of the City of Pleasanton and
acknowledged to me that the public agency executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal in the County of ALAMEDA the
day and year in this certificate first above written.



Peggy L. Ezidro
NOTARY PUBLIC
In and for the State of California
My Commission Expires: 8/7/89

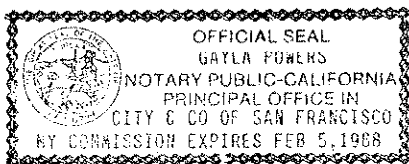
(SEAL)

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO) ss.

On this 29th day of APRIL, in the year 1986, before me, GAYLA POWERS, Notary Public in and for the State of California, personally appeared WARREN R. BLODGETT personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person who executed the within instrument as Vice President on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of SAN FRANCISCO the day and year in this certificate first above written.

Gayla Powers
NOTARY PUBLIC
IN and for the State of California



My Commission Expires: 02/05/88

(SEAL)

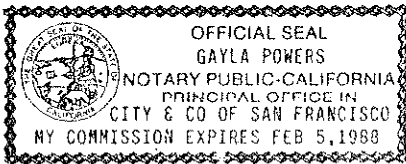
STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO) SS.

On this 29th day of APRIL, in the year 1986, before me, GAYLA POWERS, Notary Public in and for the State of California, personally appeared HARRY N. MIXON, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person who executed the within instrument as Assistant Secretary on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of SAN FRANCISCO the day and year in this certificate first above written.

Gayla Powers
NOTARY PUBLIC
In and for the State of California

My Commission Expires: 02/05/88



(SEAL)

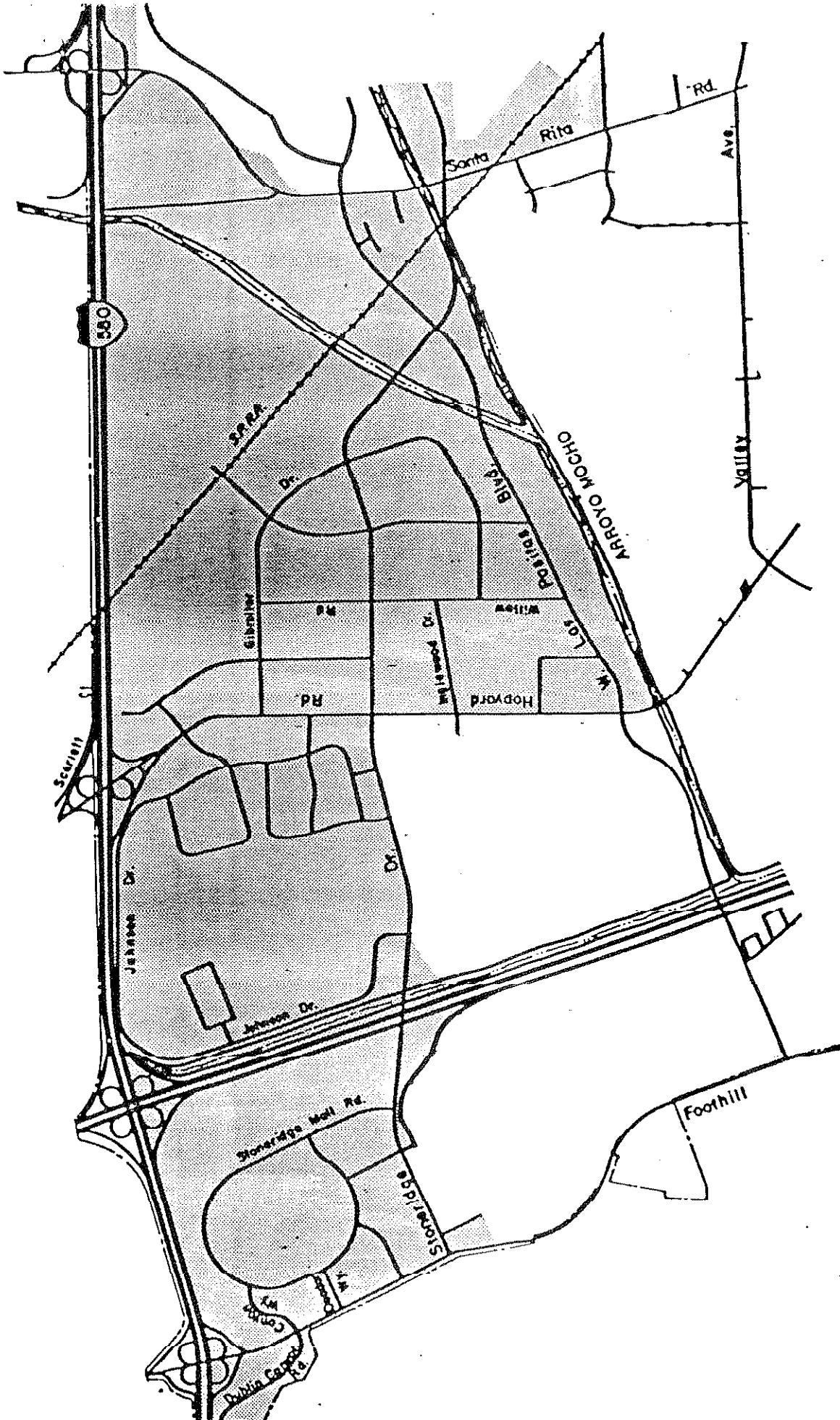


EXHIBIT 2
North Pleasanton Properties

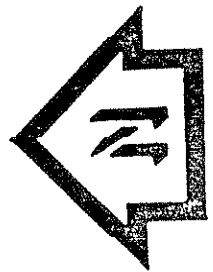


EXHIBIT 3

MASTER SUBDIVISION AGREEMENT

PARCEL MAP NO. 3863, PLEASANTON
ALAMEDA COUNTY, CALIFORNIA

THIS AGREEMENT made and entered at Pleasanton, California
this _____, by and between:

Prudential Insurance Company of America
4309 Hacienda Drive, Suite 500
Pleasanton, CA 94566

(hereinafter referred to as "Subdivider") and the CITY OF
PLEASANTON, a general law city, located in Alameda County,
California, acting through the City Manager and the City
Clerk, (hereinafter referred to as "City").

WHEREAS, Subdivider has a tentative map for said subdivision,
lying within the boundaries of the City; duly approved by the
Planning Commission or the City Council; and

WHEREAS, Prudential desires to develop the property as a
260-acre commercial business park ("Project") in accordance with
the conditions of approval ("Conditions") specified in PUD-85-8;
and

WHEREAS, all or a portion of the area of the tentative map is
presented as a "final map", a copy of said map is on file in the
office of the City Engineer, and by reference is included in this
agreement for all purposes as if attached hereto; and

WHEREAS, said map and subdivision of land designates streets,
easements and public ways for the City, and Subdivider proposes
to dedicate this land set forth in the final map to the City; and

WHEREAS, as a condition precedent to accepting this offer of
dedication by Subdivider, City requires the improvements of the
public ways, installation or extension of certain City services
at Subdivider's expense and certain protections for the City on
behalf of the public.

NOW, THEREFORE, in consideration of the faithful performance
of the promises, terms, conditions and covenants set forth herein
by Subdivider and the approval of the map for recording by the
City the parties hereto agree as follows:

1. Time of Essence. Time is of the essence in the performance of this agreement. The work and improvements required by this agreement to be completed by Subdivider shall be completed within two (2) years from the above-mentioned date of this agreement.

The City may extend the time for completion of improvements hereunder, upon good cause being shown by the Subdivider. Any such extension may be granted without notice to the Subdivider's surety, and extension so granted shall not relieve the surety's liability on the bond to secure the faithful performance of this agreement.

2. Work. Subdivider will do or cause to be done and performed the following described work:

- a. Street improvements as shown on all approved improvement plans for Parcel Map 3863 including, but not limited to:
 - (1) Storm drainage system, including storm water inlets and field inlets;
 - (2) Sewers, including lot services;
 - (3) Water, including lot services and irrigation services;
 - (4) Fire hydrants, curb and gutter, sidewalks and pavement; and
 - (5) Bus turn-outs, including shelters and special crosswalk treatments.
- b. Landscaping of medians and intersections as shown on landscape plans including street trees, ground cover, shrubs and irrigation system.
- c. Traffic signal installations at Rosewood/Owens, Hacienda/Owens and Willow/Owens as shown on the traffic signal plans including signals, controllers and detector loops.
- d. Joint utility trenches in conjunction with appropriate utility agencies as shown on the utility plans including conduits for gas, electrical, telephone and cable TV, the actual utilities shall be installed by appropriate utility agency.
- e. Street lighting as shown on the utility plans and street improvement plans including conduit, wiring, poles and illuminaires.
- f. Drainage structure on Owens Drive and Chabot Canal as shown on the improvement plans.

- g. Signing and striping on all public streets as shown on the signing and striping plans.

3. Inspection. City shall inspect all of said work through an inspector employed by City at the cost and expense of Subdivider, and Subdivider shall pay City the Cost of such inspection as fixed by Ordinance.

The City Engineer has tentatively fixed the inspection costs due upon execution of this agreement as follows:

4. Soils Report. Subdivider shall provide a preliminary soil report as required by Section 66490 of the Government Code. Said data shall be compiled by a qualified soils testing engineer without expense to the City.

5. Plans. All of said work shall be done and materials furnished in strict accordance with the approved plans for said tract filed with the City Engineer, and in accordance with the standard specifications and details of the City of Pleasanton. It is further understood that the work and materials shall be under the supervision of the City Engineer, and performed and installed to his satisfaction.

6. Related Contracts and Proceedings. Any prior contracts between City and Subdivider and any prior approvals by Boards, Commissions or Council of City shall not be affected by the provisions of this agreement unless specific modification is set forth herein.

7. Security. On signing this agreement, the Subdivider shall present to the City and file with the City Clerk, improvement security as defined in Section 66499 of the Government Code of the State of California. Said improvement security as approved by the City Attorney, shall consist of the following as determined by the City:

- a. cash deposit made with the City, or
- b. bonds by duly authorized corporate sureties, or
- c. instruments of credit from financial institutions subject to regulation by state or federal government, or
- d. bonds of a duly authorized surety company covering all or a portion of said improvements required herein where a contract for improvements has been let through an assessment district proceeding, and where said bonds have been filed with the City Clerk prior to the execution of this agreement, as a part of the existing improvement district proceedings.

One bond shall be in the amount of 100% of the total estimated cost of the work for each stage of development, conditioned upon faithful performance of this agreement, and one bond in the amount of 100% of the total estimated cost of the work for each stage of development shall secure payment for labor and materials.

Cash or instruments of credit shall be in an amount not less than 100% of the total estimated cost of improvements which is as follows:

\$ _____

In event of breach by Subdivider, City may take over the work and prosecute the same to completion by any method the City deems advisable. Said work shall be for the account and at the expense of the Subdivider. Subdivider shall be liable to the City for any excess costs or damages suffered by the City.

8. Acquisition by Assessment District. At Subdivider's request, the parties shall cooperate with each other to cause an assessment or benefit district ("Assessment District") to be formed as soon as reasonably practical and to cause the Assessment District to reimburse Subdivider for all costs and expenses incurred or paid by Subdivider if such costs and expenses are included as a part of the costs and expenses financed by the Assessment District and such costs and expenses are reimbursable by the Assessment District to Subdivider. Reimbursement by City shall be made within thirty (30) days after the sale of the bonds of the Assessment District.

9. Procedure if No Assessment District. In the event the Assessment District contemplated herein is not formed, all costs, expenses and/or obligations incurred or paid by Subdivider as a result of this Agreement shall be the sole responsibility of Subdivider. Further, in the event the Assessment District does not include as reimbursable costs all the costs and expenses incurred or paid pursuant to this Agreement, those costs and expenses not reimbursable by the Assessment District shall be the sole responsibility of Subdivider.

10. Defects. Subdivider shall be liable for defects in workmanship and materials on all of the above described improvements for a period of one (1) year after acceptance and as security for liability against such defects, Subdivider shall file improvement or maintenance security with the City Clerk, of a type approved by the City Attorney, in the amount of 10% of the total estimated cost set forth above.

11. Worker's Compensation. Before commencing work under this contract, Subdivider shall take out and maintain during the course of this agreement, such worker's compensation insurance as required by the laws of the State of California. If the Acting General Contractor is not the Subdivider, then the General Contractor will provide the City with the said certificate of

worker's compensation insurance prior to start of construction. On failing to do so, the City may procure such insurance for the Subdivider and the Subdivider shall pay the cost.

12. Hold Harmless Agreement. Subdivider hereby agrees to, and shall hold City, its elective and appointive Boards, Commissions, officers, agents, and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims from property damage which may arise from Subdivider's contractors', subcontractors', agents' or employees' operation under this agreement, whether such operations be by Subdivider or by any of Subdivider's contractors, subcontractors, or by any one or more persons directly employed by, or acting as agent for, Subdivider or any of Subdivider's contractors or subcontractors. Subdivider agrees to, and shall, defend City and its elective and appointive Boards, Commissions, officers, agents and employees from any suits or actions at law or equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations. In addition to the above.

- a. That City does not, and shall not, waive any rights against Subdivider which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by City, or the deposit with City by Subdivider, of any of the insurance policies described herein.
- b. That the aforesaid hold-harmless agreement by Subdivider shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not City has prepared, supplied or approved of, plans or specifications for the subdivision, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

13. Insurance. Subdivider further agrees to fulfill the following:

- a. Provide a Certificate of Insurance issued to this City of Pleasanton from his insurance carrier providing proof of Worker's Compensation and Policy Number. Except if the Acting General Contractor is not the Subdivider, then the General Contractor will provide the City with the said Certificate of Worker's Compensation Insurance prior to start of construction.
- b. Provide a Certificate of Insurance from his insurance carrier showing the amount of Public Liability and Property Damage coverage and naming the City of Pleasanton and Agents as an additional

insured. Insurance coverage shall be in at least the following amounts:

PUBLIC LIABILITY

General Bodily Injury - \$1,000,000 Per Occurrence
General Property Damage - \$ 100,000 Per Occurrence

OR

Combined Single Limit on Bodily Injury and Property
Damage Liability - \$1,000,000

AUTOMOBILE LIABILITY

Bodily Injury - \$500,000 Per Person/\$1,000,000
Per Occurrence

Property Damage - \$100,000 Per Occurrence

OR

Combined Single Limit on Bodily Injury and Property
Damage Liability - \$1,000,000

14. Streets. Use of any or all streets and improvements provided by Paragraph 2, shall at all times prior to the final acceptance of said Subdivision by the City, be at the sole and exclusive risk of Subdivider. Issuance of any Occupancy Permits by City for dwelling within the tract, at any state of development, shall not be construed to be an acceptance of improvements, or a final acceptance of said tract.

15. Street Lights. City shall, before or after acceptance of improvements, give "turn-on" order to power company for only those street lights that City deems necessary to protect the public. Subdivider may at his sole expense provide street lighting not deemed necessary by the City, by arranging for the power company to hold the City harmless from the cost thereof, and by paying the actual power cost for said street lighting so ordered. Developer shall give notice to the City three weeks prior to the proposed occupancy of any dwelling unit(s).

16. Attorney's Fees. In the event City shall install and prevail in any action or suit for the enforcement of any of its rights under this agreement, Subdivider shall pay to City a reasonable attorney's fee as may be fixed by the court on account thereof.

17. Notices. All notices herein required shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to City shall be addressed as follows:

City Manager
City of Pleasanton
200 Old Bernal Avenue
P. O. Box 520
Pleasanton, CA 94566

Notices required to be given to Subdivider shall be addressed as follows:

Mr. Robert Shallenberger
Regional Vice President

Mr. Harry N. Mixon, Esq
Vice President and Regional Counsel

The Prudential Insurance Company of America
4309 Hacienda Drive, Suite 500
Pleasanton, CA 94566

Notices required to be given surety or Subdivider shall be addressed as follows:

Provided that any party or the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

18. Binding on Land and Successors. All covenants, promises and agreements contained in this agreement shall pertain to and do hereby expressly run with the land controlled by Subdivider and described herein. This agreement shall bind and inure to the parties hereto, including heirs, assigns, executors, administrators, and all other parties whether they succeed by operation of law or voluntary acts of Subdivider. Signatures and execution of all parties shall be acknowledged before a notary public. Either party may file and record this agreement with the Recorder of Alameda County.

The parties hereto affix their signatures to this agreement as of the date and year first written above.

CITY OF PLEASANTON

ATTEST:

BY: Frank C. Brandes, Jr. Mayor

James R. Walker, City Clerk

PRUDENTIAL INSURANCE COMPANY
OF AMERICA

APPROVED AS TO FORM:

BY: _____

Peter MacDonald, City Attorney

P13-2191

City of Pleasanton

GIS

Department

Public Notice Area

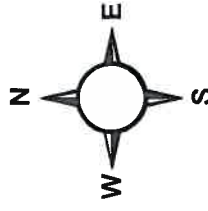


EXHIBIT E

Printed 6/24/2013

