

Livermore Area Recreation and Park District

Staff Report

TO: Chair Furst and Board of Directors

FROM: Mathew Fuzie, General Manager

PREPARED BY: Linda VanBuskirk, Executive Assistant to the General Manager

DATE: February 28, 2024

SUBJECT: TERMINATION AND DISSOLUTION OF THE GOVERNMENTS OF
LIVERMORE FINANCING AUTHORITY (GOLFA)

RECOMMENDATION: That the Board of Directors adopt Resolution No. _____ authorizing the approval of the Governments of Livermore Financing Authority (GOLFA) Termination Agreement.

BACKGROUND: This Termination Agreement was presented to the City Council at its February 26, 2024 meeting. Please refer to the staff report and accompanying attachments recently drafted by the City of Livermore. The staff report comprehensively addresses the need for termination and dissolution of GOLFA.

Attachment: City Council Staff Report
Exhibit A – Termination Agreement
Draft Board Resolution

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CITY COUNCIL STAFF REPORT

ITEM NO. 5.9

DATE: February 26, 2024
TO: Honorable Mayor and City Council
FROM: Tina Olson, Administrative Services Director
SUBJECT: Resolution authorizing approval of the Governments of Livermore Financing Authority (GOLFA) Termination Agreement.

RECOMMENDED ACTION

Staff recommends that the City Council adopt the resolution authorizing the approval of the Governments of Livermore Financing Authority (GOLFA) Termination Agreement.

SUMMARY

In 1989, the City of Livermore (the City) and the Livermore Area Recreation and Park District (LARPD) entered into a Joint Exercise of Authority Agreement (JPA Agreement) that created GOLFA to acquire, construct, and equip property to be used as a maintenance service center by the City and LARPD and improvements to Robertson Park Road. The maintenance service center was financed through lease financing that was accomplished through agreements and leases between the City, LARPD, GOLFA, and other entities. In 2011, the City and LARPD fully met GOLFA's lease financing repayment obligations. GOLFA has not been used for any other purpose and can be dissolved. The proposed Termination Agreement dissolves GOLFA.

DISCUSSION

In 1989, the City and LARPD created GOLFA through the JPA Agreement (Exhibit A to the Termination Agreement) as a mechanism for financing the improvements to the Livermore Maintenance Service Center and Robertson Park Road. The City and LARPD made payments to GOLFA through a lease between GOLFA and the City and a sublease between the City and LARPD based on a pro rata share of the improvements that, in turn, were used to repay the bonds issued through the lease financing. The City and District own the improvements as tenants in common with the City having 62% interest and LARPD having 38% interest. Exhibit B to the Termination Agreement is the Joint Use Agreement (Joint Use Agreement) for the Livermore Maintenance Service Center that outlines uses and respective responsibilities for the Livermore Maintenance Service Center. The Joint Use Agreement terminates in 2091.

In 1997, GOLFA was removed as a party to the lease financing and replaced by the Livermore Capital Projects Financing Authority as part of a bond refinancing that included other City projects. LARPD continued to pay their pro rata share of the debt service for the improvements to the Livermore Maintenance Service Center and Robertson Park Road through a sublease with the City. The bonds were fully repaid in 2011 and a Certificate of Termination of the various leases related to the financing was filed with the Alameda County Recorder's Office, a copy of which is attached as Exhibit C to the Termination Agreement. The City and LARPD have not used GOLFA since 1997 and do not foresee the need to do so in the future. As such City and LARPD staff propose to terminate GOLFA through the Governments of Livermore Financing Authority Termination Agreement (Exhibit A to the resolution).

FISCAL AND ADMINISTRATIVE IMPACTS

There are no fiscal implications associated with the recommended action.

COMMUNITY PILLAR

5: A City that Works

GOAL

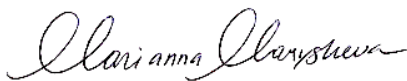
17: Ensure Effective use of Public Resources.

ATTACHMENTS

1. [Resolution](#)
2. [Exhibit A - Termination Agreement](#)

Prepared by: Tina Olson
Administrative Services Director

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

**THE BOARD OF DIRECTORS
OF THE
LIVERMORE AREA RECREATION AND PARK DISTRICT**

RESOLUTION NO. 28xx

**A RESOLUTION AUTHORIZING THE
GOVERNMENTS OF LIVERMORE FINANCING AUTHORITY (GOLFA)
TERMINATION AGREEMENT**

On January 9, 1989, the City of Livermore (the “City”) and the Livermore Area Recreation and Park District (“LARPD”) executed a Joint Exercise of Powers Agreement (“JPA Agreement”) to form the Governments of Livermore Financing Authority (“GOLFA”) to acquire, construct, and equip property to be used as a maintenance service center by the City and LARPD and improvements to Robertson Park Road. GOLFA issued lease backed bonds to fund those improvements.

The City and LARPD made payments to GOLFA through a lease between GOLFA and the City and a sublease between the City and LARPD based on a pro rata share of the improvements that, in turn, were used to repay the bonds issued through the lease financing.

The City and LARPD own the improvements as tenants in common with the City having 62% interest and LARPD having 38% interest. The City and LARPD entered into a Joint Use Agreement for the Livermore Maintenance Service Center that outlines uses and respective responsibilities for the Livermore Maintenance Service Center. The Joint Use Agreement terminates in 2091.

In 1997 GOLFA was removed as a party to the lease financing and replaced by the Livermore Capital Projects Financing Authority as part of a bond refinancing that included other City projects. LARPD continued to pay their pro rata share of the debt service for the improvements to the Livermore Maintenance Service Center and Robertson Park Road through a sublease with the City.

The bonds were fully repaid in 2011 and a Certificate of Termination of the various leases related to the financing was filed with the Alameda County Recorder’s Office.

The City and LARPD have not used GOLFA since 1997 and do not foresee the need to do so in the future. As such, City and LARPD are terminating GOLFA through the Governments of Livermore Financing Authority Termination Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors, as the governing body of the Livermore Area Recreation and Park District, hereby determines that there are no surplus monies on hand and no property acquired as a result of the JPA Agreement that needs disposition, division, or distribution, and hereby authorizes the General Manager to execute, on behalf of the Livermore Area Recreation and Park District, the Termination Agreement, attached hereto as Exhibit A with the City to terminate the JPA Agreement and dissolve GOLFA.

ON MOTION of Director _____, seconded by Director _____, the foregoing resolution was passed and adopted this 28th day of February, 2024, by the following roll call vote:

AYES: *Directors* ()
NOES:
ABSTENTIONS:
ABSENT:

Approved this 28th day of February, 2024,

David Furst
Chair, Board of Directors

ATTEST:

Mathew L. Fuzie
General Manager and ex-officio Clerk
to the Board of Directors

TERMINATION AGREEMENT

GOVERNMENTS OF LIVERMORE FINANCING AUTHORITY

THIS TERMINATION AGREEMENT (the "Termination Agreement") executed and entered into as of _____, 2024, is by and between the City of Livermore, a municipal corporation organized and existing under the laws of the State of California (the "City"), and the Livermore Area Recreation and Park District, a special district organized and existing under the laws of the State of California (the "District").

RECITALS

On December 14, 1988, the District adopted Resolution No. 1171 authorizing the execution of a joint powers agreement with the City to form the Governments of Livermore Financing Authority ("Authority").

On January 9, 1989, the City adopted Resolution No. 14-89 authorizing the execution of a joint powers agreement with the District to form the Authority.

On January 9, 1989, a Joint Exercise of Powers Agreement ("JPA Agreement") between the City and the District was executed to form the Authority. A copy of the Agreement is attached hereto as Exhibit A.

The Authority was formed for the purpose of acquiring, constructing, and equipping of property to be used for a maintenance service center ("Project") by the City and District. The Project was then financed and constructed through lease financing. The lease financing was accomplished through a series of agreements and leases executed by the City, District, Authority, and various other entities. In 1997, the Authority was removed as a party to the lease financing and replaced by the Livermore Capital Projects Financing Authority as part of a bond refinancing that included other City projects. The Project became a City project with a sublease to the District in the same form as the previous sublease agreement between the City and District that required the District to make payments to the City that the City used to pay the debt service on the lease financing.

Section 7.01 of the JPA Agreement states that it shall remain in full force and effect so long as the bonds of the Authority are outstanding or any lease agreements are outstanding between Authority members.

On June 29, 2011, the obligations of the lease financing having been discharged in full, a Certificate of Termination of the various leases for the Project's lease financing was filed with the Alameda County Recorder's Office, Recording No. 2011183959. A copy of the Certificate of Termination is attached hereto as Exhibit B.

Section 7.02 of the JPA Agreement states that upon termination, all property of the authority, both real and personal, shall be divided among the Authority members.

The Project is currently located and in operation at 3500 Robertson Park Road, Livermore, California 94550 (the Property) that is owned by the City. Through the Joint Use Agreement the City and District own the improvements to the Property - buildings, utilities, landscaping, fences gates, trash disposal, fuel dispensing system, parking area, driveways and any other structures on the property – as tenants in common with the City having 62% interest and the District having 38% interest. The City and District entered into a 99-year Joint Use Agreement for the Project (Joint Use Agreement) on October 19, 1992 that outlined obligations and uses of the project attached hereto as Exhibit C.

The Authority has not been used for any other purpose and has been essentially inactive since 1997. The Authority has served its purpose and is no longer a party to any lease financing for the Project or for any other financing, the City and District hereby desire to enter into this Termination Agreement to terminate the JPA Agreement pursuant to Government Code section 6510 and thereby dissolve the Authority.

The City and District hereby acknowledge that the Authority is not in possession of any property subject to disposition, division, or distribution, and the joint use agreement, as it may be amended from time-to-time, reflects their agreement on the disposition of the Project. Likewise, the City and District hereby acknowledge that the Authority is not in possession of any money for return.

NOW, THEREFORE, for valuable consideration the receipt and sufficiency of which is hereby acknowledged, the City and District hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. **Termination.** Pursuant to Government Code section 6510, the City and the District hereby agree that the JPA Agreement shall terminate, all obligations of the City and District under the JPA Agreement shall cease, and all rights and powers of the Authority under the JPA Agreement shall cease, as of the date this Termination Agreement is signed by both parties. By virtue of the termination of the JPA Agreement, the Authority is dissolved as of that same date.
2. **The Authority Has No Assets, Property, or Money.** The City and the District agree that the Authority has no assets, property, or money to be disposed of, divided, distributed, or returned.
3. **Binding Effect.** This Termination Agreement shall inure to the benefit of and shall be binding upon the City, the District, and their respective successors and assigns.
4. **Construction of Language.** The terms and conditions in this Termination Agreement have been arrived at through negotiation and each party had a full and fair opportunity to review and revise this Termination Agreement with legal counsel. Any ambiguity in this Termination Agreement will not be resolved against either party as the drafting party.
5. **Severability.** If a court of competent jurisdiction determines a provision in this

Termination Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired in any way.

6. Counterparts. This Termination Agreement may be executed in counterpart by delivering a facsimile or secure electronic copy of the signed agreement to the other party, followed by delivery of the original documents bearing the original signatures. However, failure to deliver the original documents does not affect the enforceability of this Agreement.

Signatures and Attachment List on the Next Page

Dated:

CITY OF LIVERMORE

Marianna Marysheva
City Manager

APPROVED AS TO FORM:

City Attorney

Dated:

**LIVERMORE AREA RECREATION AND PARK
DISTRICT:**

By: Mathew Fuzie
Title: General Manager

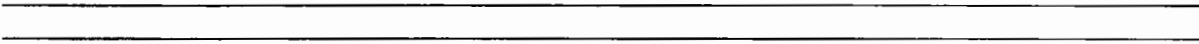
APPROVED AS TO FORM:



Andrew Shen
General Counsel

Attachments:

- Exhibit A – JPA Agreement
- Exhibit B – Certificate of Termination
- Exhibit C – Joint Use Agreement, Livermore Maintenance Service Center



JOINT EXERCISE OF POWERS AGREEMENT
GOVERNMENTS OF LIVERMORE FINANCING AUTHORITY

Dated as of January 1, 1989

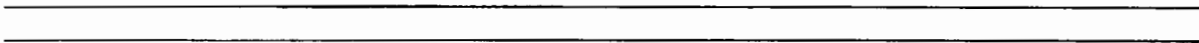


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THIS AGREEMENT is by and among the CITY OF LIVERMORE (the "City") and the LIVERMORE AREA RECREATION & PARK DISTRICT (the "District"), each duly organized and existing under the laws of the State of California (the "State"), collectively called the "Members".

WITNESSETH:

WHEREAS, the City and the District have decided to jointly finance a maintenance service center for use by the City and the District; and

WHEREAS, the Marks-Roos Local Bond Pooling Act of 1985 (hereinafter defined as the "Bond Law") authorizes agencies formed under the Joint Exercise of Powers Law (hereinafter defined as the "Act") to issue bonds for the purpose of acquiring and constructing Public Capital Improvements (as that term is defined in the Act) and to lease those Public Capital Improvements to its Members;

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, the Members do hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, the words and terms defined in this Article shall, for the purpose hereof, have the meanings herein specified.

"Act" means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code of the State.

"Agreement" means this Agreement.

"Auditor and Treasurer" means the Director of Finance of the City, designated as Auditor and Treasurer of the Authority in Section 3.02.

"Authority" means the Governments of Livermore Financing Authority created pursuant to this Agreement.

"Bond Law" means the Marks-Roos Local Bond Pooling Act of 1985, being Article 4 of the Act (commencing with Section 6584), as now or hereafter amended, or any other law hereafter legally available for use by the Authority in the authorization and issuance of Bonds to finance the acquisition of Obligations and/or Public Capital Improvements.

"Bonds" means bonds of the Authority issued pursuant to Section 6590 or 6591 of the Bond Law.

"Chairman" means the chairman of the Authority.

"Commission" means the Commission referred to in Section 2.03, which shall be the governing body of the Authority.

"Commissioners" means the representatives of the Members appointed to the Commission pursuant to Section 2.03.

"Fiscal Year" means the period from July 1 to and including the following June 30.

"Members and Member" means each of the parties to this Agreement and "Member" means any such party.

"Public Agency" means any public agency authorized by the Act to enter into a joint exercise of powers agreement with the Members.

"Public Capital Improvement" has the meaning given to such term in Section 6585(g) of the Act, as in effect on the date hereof, and as hereinafter amended.

"Secretary" means the secretary of the Authority.

"State" means the State of California.

"Vice Chairman" means the vice chairman of the Authority.

ARTICLE II

GENERAL PROVISIONS

Section 2.01. Purpose. This Agreement is made pursuant to the Act providing for the joint exercise of powers common to the Members. The purpose of this Agreement is to provide for the financing of Public Capital Improvements for the Members through the issuance of Bonds by the Authority and the leasing of the Public Capital Improvements to the Members.

Section 2.02. Creation of Authority. Pursuant to the Act, there is hereby created a public entity to be known as the "Governments of Livermore Financing Authority". The Authority shall be a public entity separate and apart from the Members, and shall administer this Agreement.

Section 2.03. Commission. The Authority shall be administered by a Commission of six (6) Commissioners. The City Council of the City shall appoint three (3) Commissioners who shall be, *ex officio*, the Mayor of the City Council, the City Manager and the Director of Public Works, and the Board of Directors of the District shall appoint three (3) Commissioners who shall be, *ex officio*, the Chairman of the Board of the District, the Superintendent of Planning and Parks of the District, and the General Manager of the District. The number of Commissioners may be changed by amendment of this Agreement. The Commission shall be called the "Commission of the Governments of Livermore Financing Authority". All voting power of the Authority shall reside in the Commission.

Each Commissioner shall serve at the pleasure of the Member which appointed such Commissioner. Vacancies on the Commission shall be filled by the respective appointing Members.

Section 2.04. Meetings of the Commission.

(a) Regular Meetings. The Commission shall provide for its regular meetings; provided, however, that at least one regular meeting shall be held each year. The date, hour and place of the holding of regular meetings shall be fixed by resolution of the Commission and a copy of such resolution shall be filed with each of the Members.

(b) Special Meetings. Special meetings of the Commission may be called in accordance with the provisions of Section 54956 of the Government Code of the State.

(c) Call, Notice and Conduct of Meetings. All meetings of the Commission, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of Sections 54950 et seq. of the Government Code of the State.

Section 2.05. Minutes. The Secretary shall cause to be kept minutes of the meetings of the Commission and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Commissioner and to each of the Members.

Section 2.06. Voting. Each Commissioner shall have one vote.

Section 2.07. Quorum; Required Votes; Approvals. Commissioners holding a majority of the votes shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative votes of at least a majority of the Commissioners shall be required to take any action by the Commission.

Section 2.08. Bylaws. The Commission may adopt, from time to time, such bylaws, rules and regulations for the conduct of its meetings as are necessary for the purposes hereof.

ARTICLE III

OFFICERS AND EMPLOYEES

Section 3.01. Chairman, Vice-Chairman and Secretary. The Commission shall elect a Chairman and Vice Chairman from among the Commissioners, and shall appoint a Secretary who may, but need not, be a Commissioner. The officers shall perform the duties normal to said offices; and

(a) the Chairman shall sign all contracts on behalf of the Authority, and shall perform such other duties as may be imposed by the Commission;

(b) the Vice Chairman shall act, sign contracts and perform all of the Chairman's duties in the absence of the Chairman; and

(c) the Secretary shall countersign all contracts signed by the Chairman or Vice Chairman on behalf of the Authority, perform such other duties as may be imposed by the Commission and cause a copy of this Agreement to be filed with the Secretary of State of the State pursuant to the Act.

Section 3.02. Auditor and Treasurer. Pursuant to Section 6505.6 of the Act, the Director of Finance of the City is hereby designated as the Auditor and Treasurer of the Authority. The Auditor and Treasurer shall be the depository, shall have custody of all of the accounts, funds and money of the Authority from whatever source, shall have the duties and obligations set forth in Sections 6505 and 6505.5 of the Act and shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Authority.

Section 3.03. Officers in Charge of Records, Funds and Accounts. Pursuant to Section 6505.1 of the Act, the Auditor and Treasurer shall have charge of, handle and have access to all accounts, funds and money of the Authority and all records of the Authority relating thereto; and the Secretary shall have charge of, handle and have access to all other records of the Authority.

Section 3.04. Bonding Persons Having Access to Public Capital Improvements. From time to time, the Commission may designate persons, in addition to the Secretary and the Auditor and Treasurer, having charge of, handling or having access to any records, funds or accounts or other Public Capital Improvements of the Authority, and the respective amounts of the official bonds of the Secretary and the Auditor and Treasurer and such other persons pursuant to Section 6505.1 of the Act.

Section 3.05. Legal Advisor. The Commission shall have the power to appoint the legal advisor of the Authority who shall perform such duties as may be prescribed by the Commission.

Section 3.06. Other Employees. The Commission shall have the power to appoint and employ such other consultants and independent contractors as may be necessary for the purposes of this Agreement.

All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents, or employees of an Agency when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement.

None of the officers, agents, or employees directly employed by the Commission shall be deemed, by reason of their employment by the Commission to be employed by any Member or, by reason of their employment by the Commission, to be subject to any of the requirements of the Members.

Section 3.07. Assistant Officers. The Commission may appoint such assistants to act in the place of the Secretary or other officers of the Authority (other than any Commissioner) as the Commission shall from time to time deem appropriate.

ARTICLE IV

POWERS

Section 4.01. General Powers. The Authority shall exercise in the manner herein provided the powers common to each of the Members and necessary to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 4.04, including but not limited to the common power of eminent domain with respect to Public Capital Improvements.

As provided in the Act, the Authority shall be a public entity separate from the Members. The Authority shall have the power to finance the acquisition of Public Capital Improvements necessary or convenient for the operation of the Members, and to acquire Obligations of the Members.

Section 4.02. Power to Issue Bonds. The Authority shall have all of the powers provided in Article 4 of the Act (commencing with Section 6584), including the power to issue Bonds under the Bond Law.

Section 4.03. Specific Powers. The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers, including but not limited to, any or all of the following:

- (a) to make and enter into contracts;
- (b) to employ agents or employees;
- (c) to acquire, construct, manage, maintain or operate any buildings, works or improvements;
- (d) to acquire, construct, hold and dispose of Public Capital Improvements, including the leasing of such Public Capital Improvements to the members;
- (e) to sue and be sued in its own name;
- (f) to incur debts, liabilities or obligations, provided that no debt, liability or obligation shall constitute a debt, liability or obligation of any of the Members;
- (g) to apply for, accept, receive and disburse grants, loans and other aids from any agency of the United States of America or of the State;
- (h) to invest any money in the treasury pursuant to Section 6505.5 of the Act that is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the Government Code of the State;

(i) to apply for letters of credit or other form of credit enhancement in order to secure the repayment of its Bonds and enter into agreements in connection therewith;

(j) to carry out and enforce all the provisions of this Agreement;

(k) to make and enter into Bond Purchase Agreements;

(l) to purchase Obligations issued by any Member; and

(m) to exercise any and all other powers as may be provided in the Bond Law.

Section 4.04. Restrictions on Exercise of Certain Powers. The powers of the Authority shall be exercised in the manner provided in the Act and in the Bond Law, and, except for those powers set forth in the Bond Law, shall be subject (in accordance with Section 6509 of the Act) to the restrictions upon the manner of exercising such powers that are imposed upon the City in the exercise of similar powers.

Section 4.05. Obligations of Authority. The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of any of the Members.

ARTICLE V

METHODS OF PROCEDURE; CREDIT TO MEMBERS

Section 5.01. Assumption of Responsibilities By the Authority. As soon as practicable after the date of execution of this Agreement, the Commissioners shall give notice (in the manner required by Section 2.04) of the organizational meeting of the Commission. At said meeting the Commission shall provide for its regular meetings as required by Section 2.04 and elect a Chairman, Vice Chairman and the Secretary.

Section 5.02. Delegation of Powers. Each of the Members hereby delegates to the Authority the power and duty to acquire, by lease, lease-purchase, installment sale agreements, or otherwise, such Public Capital Improvement necessary or convenient for the operation of the Members.

Section 5.03. Credit to Members. All accounts or funds created and established pursuant to any trust agreement or indenture to which the Authority is a party, and any interest earned or accrued thereon, shall inure to the benefit of the respective Members for which such funds or accounts were created.

ARTICLE VI

CONTRIBUTION: ACCOUNTS AND REPORTS: FUNDS

Section 6.01. Contributions. The Members may in the appropriate circumstance when required hereunder: (a) make contributions from their treasuries for the purposes set forth herein, (b) make payments of public funds to defray the cost of such purposes, (c) make advances of public funds for such purposes, such advances to be repaid as provided herein, or (d) use its personnel, equipment or property in lieu of other contributions or advances. The provisions of Government Code 6513 are hereby incorporated into this Agreement.

Section 6.02. Accounts and Reports. To the extent not covered by the duties assigned to a trustee chosen by the Authority, the Auditor and Treasurer shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any trust agreement or indenture entered into with respect to the proceeds of any Bonds issued by the Authority. The books and records of the Authority in the hands of a trustee or the Auditor and Treasurer shall be open to inspection at all reasonable times by representatives of the Members. The Auditor and Treasurer of the Authority, within 180 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to the Members to the extent such activities are not covered by the report of such trustee. The trustee appointed under any trust agreement or indenture shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of said trust agreement or indenture. Said trustee may be given such duties in said trust agreement or indenture as may be desirable to carry out this Agreement.

Section 6.03. Funds. Subject to the applicable provisions of any trust agreement or indenture which the Authority may enter into, which may provide for a trustee to receive, have custody of and disburse Authority funds, the Auditor and Treasurer of the Authority shall receive, have the custody of and disburse Authority funds as nearly as possible in accordance with generally accepted accounting practices, shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement.

Section 6.04. Administrative Expenses. The Members shall pay their proportionate share (determined on the basis of a Member's percentage share of any financings completed by the Authority) of administrative expenses.

ARTICLE VII

TERM; DISPOSITION OF ASSETS

Section 7.01. Term. This Agreement shall become effective as of the date of execution hereof by the parties hereto, and shall continue in full force and effect so long as bonds of the Authority are outstanding or any lease agreements are outstanding between the Authority and a Member or Members (or between Members).

Section 7.02. Disposition of Assets. Upon termination of this Agreement, all property of the Authority, both real and personal, shall be divided among the parties hereto in such manner as shall be agreed upon by the parties.

**ARTICLE VIII
MISCELLANEOUS PROVISIONS**

Section 8.01. Notices. Notices hereunder shall be in writing and shall be sufficient if delivered to:

City of Livermore
1052 South Livermore Avenue
Livermore, California 94550
Attn: City Manager

Livermore Area Recreation & Park District
71 Trevarno Road
Livermore, California 94550
Attn: General Manager

Section 8.02. Section Headings. All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 8.03. Consent. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

Section 8.04. Law Governing. This Agreement is made in the State under the constitution and laws of the State and is to be so construed.

Section 8.05. Amendments. This Agreement may be amended at any time, or from time to time, except as limited by contract with the holders of Bonds issued by the Authority or certificates of participation in payments to be made by the Authority or the Members or by applicable regulations or laws of any jurisdiction having authority, by one or more supplemental agreements executed by all of the parties to this Agreement either as required in order to carry out any of the provisions of this Agreement or for any other purpose, including without limitation addition of new parties (including any legal entities or taxing areas heretofore or hereafter created) in pursuance of the purposes of this Agreement.

Section 8.06. Enforcement by Authority. The Authority is hereby authorized to take any or all legal or equitable actions, including but not limited to injunction and specific performance, necessary or permitted by law to enforce this Agreement.

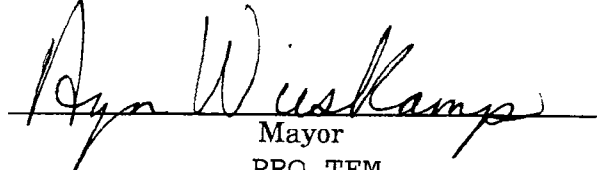
Section 8.07. Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Section 8.08. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective Members. None of the Members may assign any right or obligation hereunder without the written consent of the other Members.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed, on the day and year set opposite the name of each of the parties.

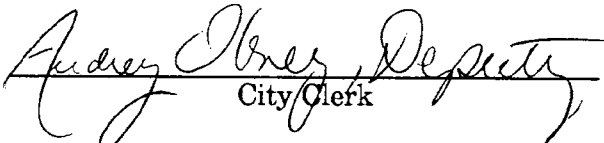
CITY OF LIVERMORE

Dated: 1-9-89



Mayor
PRO TEM

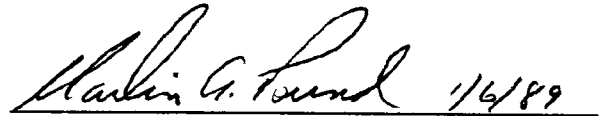
ATTEST:



City Clerk
(SEAL)

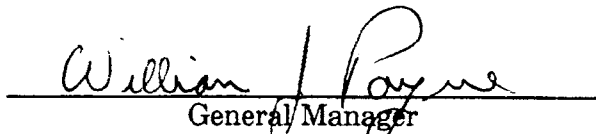
LIVERMORE AREA RECREATION &
PARK DISTRICT

Dated: 1-6-89



Chairman

ATTEST:



General Manager

(SEAL)

**RULES AND REGULATIONS
OF THE
GOVERNMENTS OF LIVERMORE
FINANCING AUTHORITY**

ARTICLE I

DEFINITIONS; OFFICES AND SEAL

Section 1.1. Definitions. All capitalized terms used herein shall have the respective meanings given such terms in the Joint Exercise of Powers Agreement dated a of January 1, 1989 establishing the Authority (the "Agreement").

Section 1.2. Offices. The principal office of the Authority for the transaction of business shall be City of Livermore, 1052 South Livermore Avenue, Livermore, California 94550. The Commission may, however, fix and change from time to time the principal office from one location to another within the City of Livermore by noting the change of address in the minutes of the meeting of the Commission at which the address was fixed or changed. The fixing or changing of such address shall not be deemed an amendment to these Rules and Regulations.

Section 1.3. Seal. The Authority shall have a seal, consisting of two (2) concentric circles with the words "Governments of Livermore Financing Authority" and with the date of establishment of the Authority.

ARTICLE II

Section 2.1. Powers. Subject to the limitations of the Agreement, the terms of these Rules and Regulations, and the laws of the State of California, the powers of this Authority shall be vested in and exercised by and its property controlled and its affairs conducted by the Commission of the Authority.

Section 2.2. Number. The Commission shall have six (6) Commissioners. The number of Commissioners may be changed by amendment of the Agreement.

Section 2.3. Election, Tenure of Office and Vacancies. Pursuant to the Agreement, the Commission shall consist of three (3) Commissioners appointed by the City Council of the City, and three (3) Commissioners appointed by the Board of Directors of the District, and shall serve at the pleasure of the Member which appointed such Commissioner. Vacancies on the Commission shall be filled by the respective appointing Members. The Commission shall be called the "Commission of the Governments of Livermore Financing Authority". All voting power of the Authority shall reside in the Commission.

Section 2.4. Compensation. Commissioners shall serve without compensation but each Commissioner may be reimbursed his or her necessary and actual expenses, including travel incident to his services as Commissioner, pursuant to resolution of the Commission. Any Commissioner may elect, however, to decline said reimbursement.

Section 2.5. Regular Meetings. Regular meetings of the Commission shall be held at such time as the Commission may fix by resolution from time to time, and if any day so fixed shall fall upon a legal holiday, then, upon the next succeeding business day at the same hour. No notice of any regular meeting of the Commission need be given to the Commissioners.

Section 2.6. Special Meetings. Special meetings of the Commission shall be held whenever called by the Chairman, any Vice Chairman, or by a majority of the Commission.

Section 2.7. Public Meetings; Notice of Meetings. All proceedings of the Commission shall be subject to the provisions of the Ralph M. Brown Act, constituting Chapter 9 of Part 1 of Division 2 of Title 5 of the California Government Code, and notice of the meetings of the Authority shall be given in accordance with such Act.

Section 2.8. Quorum. A quorum shall consist of a majority of the members of the Commission unless a greater number is expressly required by statute, by the Agreement, or by these Rules and Regulations. Every act or decision done or made by at least two of the Commissioners present at a meeting duly held at which a quorum is present, shall be the act of the Commission.

Section 2.9. Order of Business. The order of business at the regular meeting of the Commission and, so far as possible, at all other meetings of the Commission, shall be essentially as follows, except as otherwise determined by the Commissioners at such meeting:

- (a) Report on the number of Commissioners present in person in order to determine the existence of a quorum.
- (b) Reading of the notice of the meeting and proof of the delivery or mailing thereof, or the waiver or waivers of notice of the meeting then filed, as the case may be.
- (c) Reading of unapproved minutes of previous meetings of the Commission and the taking of action with respect to approval thereof.
- (d) Presentation and consideration of reports of officers and committees.
- (e) Unfinished business.
- (f) New business.
- (g) Adjournment.

Section 2.10. Resignation and Removal of Commissioners. Any Commissioner may resign at any time by giving written notice to the Chairman or to the Commission. Such resignation shall take effect at the time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any Commissioner may be removed by the Commission with or without cause at any regular meeting or at any special meeting of the Commission, the notice of which, among other things, indicates that the removal of one or more Commissioners identified therein shall be considered at such meeting.

Section 2.11. Nonliability for Debts. The private property of the Commissioners shall be exempt from execution or other liability for any debts, liabilities or obligations of the Authority and no Commissioner shall be liable or responsible for any debts, liabilities or obligations of the Authority.

Section 2.12. Indemnity by Authority for Litigation Expenses of Officer, Commissioner or Employee. Should any Commissioner, officer or employee of the Authority be sued, either alone or with others, because he is or was a director, officer or employee of the Authority, in any proceeding arising out of his alleged misfeasance or nonfeasance in the performance of his duties or out of any alleged wrongful act against the Authority or by the Authority, indemnity for his reasonable expenses, including attorneys' fees incurred in the defense of the proceedings, may be assessed against the Authority or its receiver by the court in the same or a separate proceeding if the person sued acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The amount of such indemnity shall equal the amount of the expenses, including attorneys' fees, incurred in the defense of the proceeding.

ARTICLE III

OFFICERS

Section 3.1. Officers. The officers of the Authority shall be a Chairman, a Vice Chairman, a Secretary and such other officers as the Commission may appoint. When the duties do not conflict, one person, other than the Chairman, may hold more than one of these offices.

Section 3.2. Election of Officers. The Chairman, Vice Chairman and Secretary shall be chosen annually by the Commission and each shall hold office until he shall resign or shall be removed, shall resign or otherwise shall be disqualified to serve or his successor shall be elected and qualified to serve.

Section 3.3. Subordinate Officers. The Commission may elect or authorize the appointment of such other officers than those hereinabove mentioned as the business of the Authority may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these Rules and Regulations, or as the Commission from time to time may authorize or determine.

Section 3.4. Removal of Officers. Any officer may be removed, either with or without cause, by a majority of the Commissioners then in office at any regular or special meeting of the Authority, or, except in the case of an officer chosen by the Commission, by any officers upon whom such power of removal may be conferred by the Commission. Should a vacancy occur in any office as a result of death, resignation, removal, disqualification or any other cause, the Commission may delegate the powers and duties of such office to any officers or to any Commissioners until such time as a successor for said office has been elected or appointed.

Section 3.5. Chairman. The Chairman shall preside at all meetings of the Commission and exercise and perform such other powers and duties as may be from time to time assigned to him by the Commission or be prescribed by these Rules and Regulations.

The Chairman shall also be the chief corporate officer of the Authority and shall, subject to the control of the Commission, have general supervision, direction and control of the business and officers of the Authority. He shall preside at all meetings of the Commission. He shall be ex officio member of all standing committees, and shall have the general powers and duties of management usually vested in the office of Chairman of a public corporation and shall have such other powers and duties as may be prescribed by the Commission or by these Rules and Regulations.

Section 3.6. Vice Chairman. In the absence or disability of the Chairman, the Vice Chairman shall perform all the duties of the Chairman and when so acting shall have all the powers of and be subject to all of the restrictions upon the Chairman. The Vice Chairman shall have such other powers and perform such other duties as may from time to time be prescribed for them, respectively, by the Commission or by these Rules and Regulations.

Section 3.7. Secretary. The Secretary shall keep or cause to be kept a book of minutes at the principal office or at such other place as the Commission may order, of all meetings of the Commissioners, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at Commissioners' meetings and the proceedings thereof. The Secretary shall give or cause to be given notice of all meetings of the Commission of the Authority, shall keep the corporate records in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Commission or these Rules and Regulations.

ARTICLE IV

OBJECTS AND PURPOSES

Section 4.1. Nature of Objects and Purposes. The business of this Authority is to be operated and conducted in the promotion of its objects and purposes as set forth in the Agreement.

Section 4.2. Distribution of Assets During Continuance of Authority. During the continuance of the Authority, it may distribute any of its assets to the

Members of the Authority. If for any reason the Members are unable or unwilling to accept the assets of the Authority, said assets shall be distributed to the Federal Government, or to a state or local government for public purposes, or to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes.

Section 4.3. Dissolution. The Authority may, with the approval of all of the Members, be dissolved if at the time of such dissolution the Authority has no outstanding indebtedness and is not a party to any outstanding material contracts. Upon the dissolution or termination of this Authority, and after payment or provision for payment, all debts and liabilities, the assets of this Authority shall be distributed to the Members of the Authority. If for any reason the Members are unable or unwilling to accept the assets of the Authority, said assets will be distributed to the Federal Government or to a state or local government for public purposes; or to a nonprofit fund, foundation, or corporation which is organized and operated for charitable purposes.

ARTICLE V

GENERAL PROVISIONS

Section 5.1. Payment of Money, Signatures. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Authority and any and all securities owned by or held by the Authority requiring signature for transfer shall be signed or endorsed by the Auditor and Treasurer.

Section 5.2. Execution of Contracts. The Commission, except as in the Agreement or in the Rules and Regulations otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any contract or execute any instrument in the name of and on behalf of the Authority and such authority may be general or confined to specific instances and unless so authorized by the Commission, no officer, agent or employee shall have any power or authority to bind the Authority by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

Section 5.3. Construction of Public Capital Improvements. The Commission shall cause Public Capital Improvements to be acquired and constructed pursuant to contracts awarded competitively or on a negotiated basis, whichever the Commission determines is in the best interests of the Authority and its members, which determination shall be final and incontestable.

Section 5.4. Fiscal Year. The fiscal year of the Authority shall commence on the 1st day of July of each year and shall end on the 30th day of June of the next succeeding year.

Section 5.5. Amendment of Rules and Regulations. These Rules and Regulations may be amended at any time and from time to time by majority vote of the Commission.

✓ ✓

JOINT USE AGREEMENT

LIVERMORE MAINTENANCE SERVICE CENTER

This Agreement is entered into on October 19, 1992, between the City of Livermore ("City") and the Livermore Area Recreation and Park District ("District" or "LARPD").

RECITALS

This Agreement is based on the following facts:

A. City owns approximately 17.77 acres of real property located at 3500 Robertson Park Road in the City of Livermore (APN 99-750-17-7). A portion of the 17.77 acres is the site of the Livermore Maintenance Service Center buildings and grounds. That portion is approximately 5 acres and is shown on the plans dated February, 1991 by Nanco Architectural Services (Architectural Site Plan, Sheet 1).

B. District owns Robertson Park Road (also known as Stadium Court) which runs adjacent to the Property. Robertson Road is the only access road to the Property.

C. On January 1, 1989, City and District created the Governments of Livermore Financing Authority ("GOLFA"). GOLFA was the mechanism for financing the Livermore Maintenance Service Center improvements on the Property and for financing improvements to Robertson Park Road. The Center's Improvements are described more specifically in section 1c below. Both City and District have made an initial prorata contribution to the construction of Improvements. Annual payments are due to GOLFA from the City under the Lease Agreement dated April 1, 1991 between GOLFA and City. Payments are also due from District to City under the Sub-Lease Agreement dated April 1, 1991 between City and District. City and District own the Improvements as tenants in common with City having an undivided 62% interest and District having an undivided 38% interest.

D. The parties wish to share occupancy and use of the Property, Improvements and Robertson Road under the terms of this Agreement.

E. City and District are public entities and the proposed use of the improvements is for a governmental or proprietary function authorized under the provisions of the Constitution and laws of the State of California.

AGREEMENT

Now, Therefore, City and District agree that:

1. Definitions. Terms used in this Agreement are defined as follows:

a. "Property" means the real property described in paragraph A of this Agreement.

b. "Robertson Park Road" means the road described in paragraph B of this Agreement. It includes the right-of-way and road improvements.

c. "Improvements" means the buildings, utilities, landscaping, fences and gates, trash disposal, fuel dispensing system, parking area, driveways and any other structures located on the Property.

d. "Commonly Shared Areas" means that portion of the Property and Improvements which are intended to be shared by the parties as shown on Exhibit A.

e. "District's Premises" means that portion of the Property and Improvements reserved exclusively for District's use as shown on Exhibit B.

f. "City's Premises" means all of the Property and Improvements which are not the District's Premises or the Commonly Shared Areas as shown on Exhibit C.

2. Joint Use.

a. City agrees that District may occupy and use the Commonly Shared Areas and the District's Premises, as defined in section 1 above.

b. District agrees that City may occupy and use the Commonly Shared Areas and the City's Premises, as defined in section 1 above. District further agrees that City may use Robertson Road at all times.

c. The occupancy and use by both parties is for maintenance service, storage and related uses. No other uses are authorized without the consent of the other party.

3. Terms

This Agreement begins on October 19, 1992 and ~~shall terminate 99 years from the date of commencement or upon a termination agreement approved by both parties.~~

4. City Responsibilities.

City shall do all of the following, subject to District's financial contribution described in section 5b:

- a. maintain the Improvements, except the landscaping which shall be maintained by District;
- b. make timely payments to GOLFA under the Lease Agreement referred to in Recitals paragraph C.
- c. keep records of all expenses incurred in connection with the Property and Improvements and bill District for its share as provided in sections 5b and 6.
- d. provide insurance as follows:
 - (1) General and Automobile Liability coverage with a minimum of \$1,000,000 per occurrence for its premises and operations.
 - (2) Workers' Compensation evidence of coverage as respects City of Livermore employees.
 - (3) Property Insurance - The City shall provide all-risk property insurance (excluding earthquake and flood), for which it will pay 62% of the premium for this location.
- e. reimburse District for 62% of the cost of maintaining the landscaping.

5. District Responsibilities.

District shall:

- a. maintain the landscaping at the Property;
- b. reimburse City for 38 percent of the cost of the following:

(1) interior and exterior building maintenance and repair, including but not limited to heating, ventilating, air conditioning, glass service, burglar alarms, fire extinguishers, drinking water, pest control.

(2) pavement, irrigation system, fence/gates, trash disposal and fuel dispensing system maintenance;

(3) utilities including water, gas and electricity, telephone and alarm lines;

(4) janitorial services;

(5) fire extinguisher maintenance;

(6) property insurance;

(7) employee parking lot maintenance; and

(8) warehouse, covered storage and bulk storage areas maintenance.

c. Reimburse City for 50 percent of the total cost of:

(1) building and perimeter security; and

(2) maintenance of public parking area located immediately adjacent to the administration building.

d. provide insurance as follows:

(1) General and Automobile Liability coverage with a minimum of \$1,000,000 per occurrence for its premises and operations.

(2) Workers' Compensation - Evidence of coverage as respects District employees.

(3) Property Insurance - The District shall pay 38% of the all risk property insurance (excluding earthquake and flood) policy maintained by the City for this location. District to pay to City, any increase in premiums on insurance policies, which may be carried by the City on the premises, covering damage to the building(s) caused by fire. District further agrees to pay the City any increase in such premiums resulting from the nature of the District's occupancy or any act of omission of the District.

e. maintain Robertson Park Road.

⑥ Billing and Payment.

City shall bill District on the 15th day of the month, each six months, for its share of costs and expenses of the preceding six months and may add an administrative charge of 2% or the actual cost of administration, whichever is greater, to each bill. The bill shall include a credit for City's portion of landscape maintenance costs under section 4e. District shall reimburse City promptly as allowed by its standard financial processes, but in no event later than 30 days after the date of billing.

7. Alterations.

Neither party may make any alterations to the Property or Improvements without the written consent of the other party, except for safety or health requirements. Any proposed alterations or additions to the structures, architecture, landscaping or grounds shall be first approved by the "Joint Operations Coordinating Committee." Any additions to or alterations of the Improvements, except moveable furniture and trade fixtures, shall become at once a part of the realty. Each party shall have the right to remove its trade fixtures and equipment, provided that the party restores the Improvements to their original condition, and further provided that the party acting is not then in default under any terms of this Agreement.

8. Joint Operations Coordinating Committee.

A Committee shall be established having representatives from the City and District. The committee shall consist of one elected representative and two staff representatives appointed by each agency with one member of the City Council and the Board sitting alternately as chairperson. The committee shall meet on an as-needed basis to insure that the operational and land maintenance objectives of each party are addressed and resolved.

9. Compliance with Insurance Requirements.

Each party shall comply with any and all requirements, pertaining to the Property and Improvements, of any insurance organization or company, necessary for the maintenance of reasonable property damage and public liability coverage.

10. Other Equipment.

a. The parties shall reimburse each other for the actual use of each other's individually controlled equipment and facilities including copy machines, facsimile machines, fuel, vehicles and other equipment. District shall reimburse City in proportion to District's use for base station/radio

maintenance, computerized equipment maintenance, and the computerized work management system.

b. The City and District hereby agree to diligently work to jointly identify needs which might most economically be purchased or otherwise acquired through common purchasing procedures. Disposition of "surplus" or worn out equipment shall also be done jointly as need and opportunity dictate.

11. Waiver of Subrogation.

City and District release each other, and their respective and authorized representatives, from any claims for damage to any persons or to the premises and to the fixtures, personal property, improvements and alternations of either City or District, in or on the premises that are caused by or result from risks insured against under any property insurance policies carried by the parties and in force at the time of any such damage.

12. Hold Harmless.

District and the City do hereby mutually agreed to, and shall hold each other, their officials, officers, employees, volunteers and agents harmless from and against any or all loss, liability expense, claims, costs, suits and damages of every kind, nature and description, directly or indirectly arising from the conditions of this Agreement.

13. Assignment and Subletting.

The Parties shall not assign this Agreement, or any interest in it, and shall not sublet the Property or buildings or any part of them, or allow any other person to occupy or use the Property, or any portion of them, without the written consent of the other. A consent to one assignment, subletting, occupation or use by any other person, shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person.

Any such assignment or subletting without such consent shall be void.

14. Default.

The occurrence of any of the following shall constitute a material default and breach of this Agreement:

a. Any failure to reimburse City pursuant to paragraph 6 of this Agreement, or to make any other payment required to be made, where such failure continues for 30 days following written notice that such is due.

b. A failure to perform any other provision of this Agreement, where such failure continues for 30 days after written notice; provided, however, that if the nature of the default is such that it cannot reasonably be cured within the 30 day period allowed, the Party shall not be deemed to be in default if the Party shall, within such period, commence to cure and thereafter diligently prosecute the same to completion.

15. Attorney's Fees.

If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party is entitled to recover reasonable attorney's fees, costs of suit, investigation costs and discovery costs, including costs of appeal.

16. Notices.

All notices by either party to the other shall be in writing and shall be sufficiently served upon the other party or sent by certified mail, return receipt requested, postage prepaid, and addressed to the City or District at the addresses specified here, or to such other places as City and District may from time to time designate by written notice to the other party.

Livermore Area Recreation
and Park District
71 Trevarno Road
Livermore, CA 94550
Attn: _____

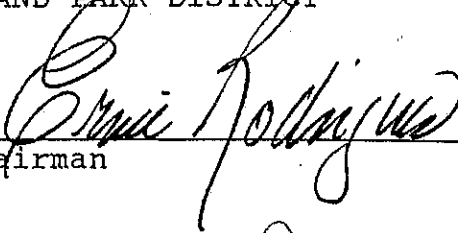
City of Livermore
1052 So. Livermore Avenue
Livermore, CA 949550
Attn: Maintenance
Superintendent

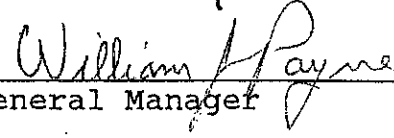
17. Waiver.

The waiver of any breach of any Agreement provision shall not be deemed to be a waiver of such Agreement provision or any subsequent breach of the same or any other term, covenant or condition. The subsequent acceptance of payment by City shall not be deemed to be a waiver of any preceding breach by District of any provision of this Agreement.

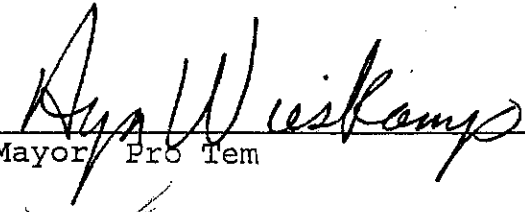
IN WITNESS whereof, City and District have executed this Agreement on _____ October 19 _____, 1992.

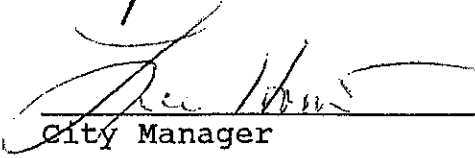
LIVERMORE AREA RECREATION
AND PARK DISTRICT


Chairman

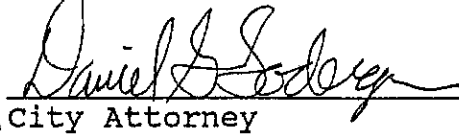

General Manager

CITY OF LIVERMORE


Mayor Pro Tem


City Manager

APPROVED AS TO FORM:


Asst. City Attorney

agrmt\maint-ct.jt

NEW FIRE SERVICE LOCATION

POSED CCEER (E.D. TURE)

NEW FIRE HYDRANT LOCATION BY CAL WATER CO.

DELETE THIS SECTION OF NEW WATER MAIN WORK [by cal. water co.]

DELETE THIS FIRE SERVICE LOCATION

A = 3872.30'
R = 430.00'
L = 284.75'

EXIST. SS TO REMAIN

UP OF CUTTER INV. 538.06

EDGE OF PAVEMENT

BRG-H 25709.17 DIST. 18.51

EXIST. SS TO BE REMOVED (SEE SPECIFICATIONS FOR COMPACTION OF EXCAVATED TRENCH)

REMOVE EXIST. SS MANHOLE (TYP)

RIES SHALL BE 3" OF THE 10S FOR FIRE



"SHARED" SPACE

EXHIBIT A

DELETE THIS FIRE SERVICE LOCATION

CB 26 RIM 54700 INV. 541.56

NEW FIRE HYDRANT LOCATION BY CAL WATER CO.

CONCRETE BLOCK WALL PER ARCHITECT.

DELETE THIS FIRE SERVICE LOCATION

DELETE THIS FIRE SERVICE LOCATION

FIRE SERVICE LOCATION

NEW FIRE SERVICE LOCATION

NEW FIRE HYDRANT LOCATION BY CAL WATER CO.

DELETE THIS FIRE SERVICE LOCATION

DELETE THIS FIRE SERVICE LOCATION

VALLEY CUTTER (SEE ROAD IMPROVEMENT PLAN)

ROBERTSON PARK ROAD (PROPOSED)

ITEM 4.2

NEW FIRE SERVICE LOCATION

DELETE THIS FIRE SERVICE LOCATION

NEW FIRE SERVICE LOCATION

NEW FIRE HYDRANT LOCATION BY CAL WATER CO.

NEW FIRE HYDRANT LOCATION BY CAL WATER CO.

DELETE THIS SECTION OF NEW WATER MAIN WORK [by cal. water co.]

DELETE THIS FIRE SERVICE LOCATION

DELETE THIS FIRE SERVICE LOCATION

DELETE THIS FIRE SERVICE LOCATION

NEW FIRE SERVICE LOCATION

NEW FIRE SERVICE LOCATION

NEW FIRE HYDRANT LOCATION BY CAL WATER CO.

$\Delta = 387.30'$
 $R = 430.00'$
 $L = 288.75'$

EXIST. SS TO BE REMOVED (SEE SPECIFICATIONS FOR COMPACTION OF EXCAVATED TRENCH)

REMOVE EXIST. SS MANHOLE (TYP)

$\Delta = 387.53'$
 $R = 430.00'$
 $L = 288.80'$

AT THE REQUEST OF L.A.R.P.D. IN DEVELOPMENT, THE BASIS OF REVISIONS FROM PIPES (PAGE 11118), SAO FROM 2. 1967 IN BOOK 8 OF RECORDS OF '05' AT W. 804.40 FEET SHOWN FROM

MINES SHALL BE 3' OF THE VCS FOR FIRE

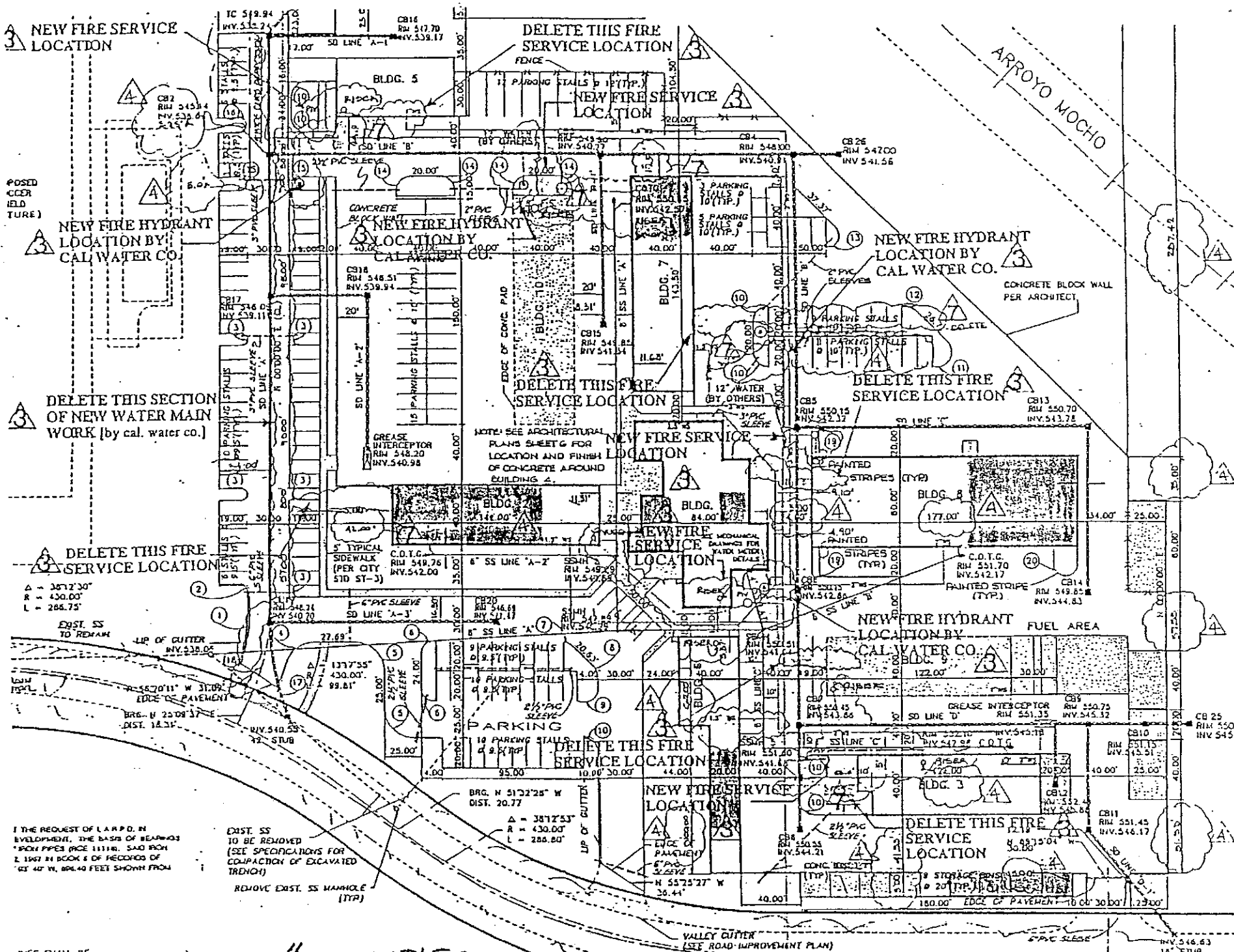


"LARP D" FACILITIES

EXHIBIT B

ROBERTSON PARK ROAD (PROPOSED)

ITEM 4.2



NEW FIRE SERVICE LOCATION

DELETE THIS FIRE SERVICE LOCATION

NEW FIRE SERVICE LOCATION

ARROYO MOCHO

POSED CCEER (EILD TURE)

NEW FIRE HYDRANT LOCATION BY CAL WATER CO.

NEW FIRE HYDRANT LOCATION BY CAL WATER CO.

DELETE THIS SECTION OF NEW WATER MAIN WORK [by cal. water co.]

DELETE THIS FIRE SERVICE LOCATION

DELETE THIS FIRE SERVICE LOCATION

DELETE THIS FIRE SERVICE LOCATION

NEW FIRE SERVICE LOCATION

NEW FIRE HYDRANT LOCATION BY CAL WATER CO.

EAST. SS TO REMAIN

LIP OF GUTTER

EDGE OF PAVEMENT

BRC. N 25°02'37" W

DIST. 18.37'

AT THE REQUEST OF L.A.P.D. IN DEVELOPMENT, THE BASIS OF BEARINGS FROM MPES (DCE 111118), SAID FROM 2.1941 IN BOOK 8 OF RECORDS OF 40' X 10', 106' 40' FEET SHOWN FROM

EAST. SS TO BE REMOVED

(SEE SPECIFICATIONS FOR CONSTRUCTION OF DEGRADED TRENCH)

REMOVE DIST. SS HANHOLE (TYP)

$\Delta = 387'25"$
 $R = 430.00'$
 $L = 286.60'$

LIP OF GUTTER

VALLEY GUTTER (SEE ROAD IMPROVEMENT PLAN)

MIN. SHALL BE 5' OF THE XS FOR FIRE



= "CITY FACILITIES"

EXHIBIT C

ROBERTSON PARK ROAD (PROPOSED)

**RECORDING REQUESTED BY
AND MAIL TO**

7931-386525

TO BE RECORDED AND WHEN RECORDED
RETURN TO:

Jones Hall, A Professional Law Corporation
650 California Street, 18th Floor
San Francisco, California 94108
Attention: William Madison, Esq.



2011183959

06/29/2011 08:30 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00



10 PGS

3P
10 JMW

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX UNDER SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES UNDER SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

CERTIFICATE OF TERMINATION

This CERTIFICATE OF TERMINATION (this "Certificate"), dated as of June 1, 2011, is executed and delivered by the City of Livermore, a municipal corporation duly organized and existing under the laws of the State of California (the "City"), the Governments of Livermore Financing Authority, a joint exercise of powers agency duly organized and existing under the laws of the State of California (the "Authority"), the Livermore Area Recreation and Park District, a recreation and park district duly organized and existing under the laws of the State of California (the "District"), and Zions First National Bank (the "Bank").

BACKGROUND:

1. The City and the Authority previously entered into a Site Lease, dated as of September 1, 1989, by and between the City, as lessor, and the Authority, as lessee (the "1989 Site Lease"), which was recorded on September 27, 1989, as Instrument No. 89264594 in the Official Records of Alameda County, with respect to certain real property which is more particularly described in Appendix A attached hereto and by this reference incorporated herein (the "Property").
2. The District and the Authority previously entered into a Lease Agreement, dated as of September 1, 1989, by and between the Authority, as lessor, and the District, as lessee (the "1989 Lease"), which was recorded on September 27, 1989, as Instrument No. 89264595 in the Official Records of Alameda County, with respect to the Property.
3. The City and the Authority previously amended and restated the 1989 Site Lease by entering into the Amended and Restated Site Lease, dated as of April 1, 1998, by and between the City, as lessor, and the Authority, as lessee (the "1998 Site Lease"), which was recorded on April 13, 1998, as instrument No. 98121813 in the Official Records of Alameda County, with respect to the Property.
4. The District and the Authority previously amended and restated the 1989 Lease by entering into the Amended and Restated Lease Agreement, dated as of April 1, 1998, by and between the Authority, as lessor, and the District, as lessee (the "1998 Lease"), a memorandum of which was recorded on April 13, 1998, as instrument No. 98121814 in the Official Records of Alameda County, with respect to the Property.

5. The 1989 Site Lease, the 1989 Lease, the 1998 Site Lease and the 1998 Lease are referred to herein together as the "Leases."

6. Pursuant to an Assignment Agreement, dated as of April 1, 1998, by and between the Authority and the Bank, recorded concurrently with the 1998 Lease, the Authority agreed to assign and transfer to the Bank certain of the Authority's rights under the 1998 Lease.

7. All obligations under the Leases have been discharged in full.

CERTIFICATION:

Now, therefore, each of the City, the Authority, the District and the Bank represents, warrants and certifies as follows:

SECTION 1. Termination of Leases.

(a) Each of the City and the Authority hereby represents, warrants and certifies that the 1989 Site Lease and 1998 Site Lease have been terminated and discharged in accordance with their terms and are of no force and effect. The City and the Authority hereby terminate both the 1989 Site Lease and the 1998 Site Lease from the record.

(b) Each of the District and the Authority hereby represents, warrants and certifies that the 1989 Lease has been terminated and discharged in accordance with its terms and is of no force and effect. The District and the Authority hereby terminate the 1989 Lease from the record.

(c) Each of the District, the Authority and the Bank hereby represents, warrants and certifies that the 1998 Lease has been terminated and discharged in accordance with its terms and is of no force and effect. The District, the Authority and the Bank hereby terminate the 1998 Lease from the record.

SECTION 2. Applicable Law. This Certificate shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, each of the City, the Authority, the District and the Bank has caused this Certificate to be executed and delivered by its duly authorized officers, all as of the date first above written.

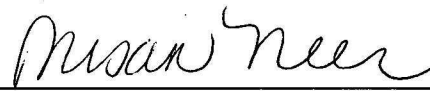
CITY OF LIVERMORE

By: _____



Troy Brown
Assistant City Manger


Attest:

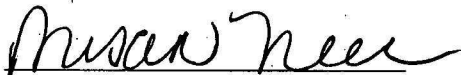
By:  _____

Susan Neer
City Clerk

[Signature page 1 to Certificate of Termination]

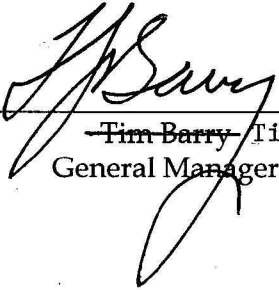
**GOVERNMENTS OF LIVERMORE
FINANCING AUTHORITY**

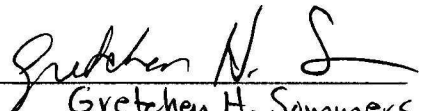
By 
Holly Brock-Cohn
Director of Administrative Service
City Treasurer

Attest 
Susan Neer
City Clerk

[Signature page 2 to Certificate of Termination]

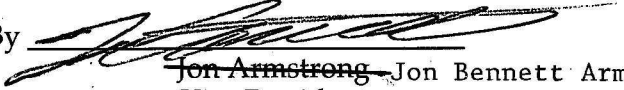
**LIVERMORE AREA RECREATION AND
PARK DISTRICT**

By  _____
~~Tim Barry~~ Timothy J. Barry
General Manager

Attest  _____
Gretchen H. Sommers
Administrative Assistant

[Signature page 3 to Certificate of Termination]

ZIONS FIRST NATIONAL BANK

By 
~~Jon Armstrong~~ Jon Bennett Armstrong
Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

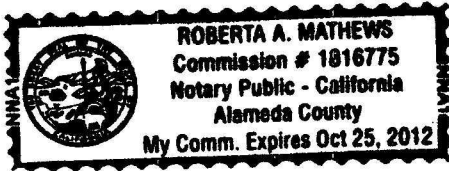
On June 22, 2011 before me, Roberta A Mathews, Notary Public

personally appeared Susan Neer, Troy Burns, Holly Brock-Cohn

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.



Place Notary Seal Above

Signature Roberta A Mathews
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: Certificate of Termination

Document Date: _____ Number of Pages: _____

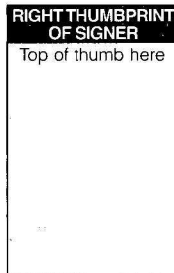
Signer(s) Other Than Named Above: _____

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: _____

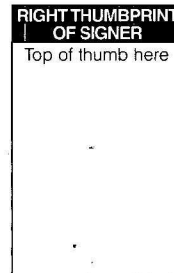
Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____



ALL-PURPOSE ACKNOWLEDGMENT

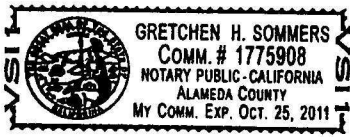
State of California

County of Alameda } SS.

On June 24, 2011, before me, Gretchen H. Sommers,
DATE Notary Public

personally appeared Timothy J. Barry, 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.

Gretchen H. Sommers
NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER _____ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: General Manager
LARPD

DESCRIPTION OF ATTACHED DOCUMENT

Certificate of Termination
TITLE OR TYPE OF DOCUMENT

5
NUMBER OF PAGES

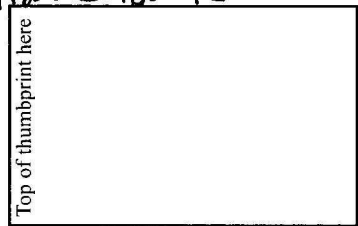
6-1-11
DATE OF DOCUMENT

SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

City of Livermore, LARPD, GOLFA
Zions First National Bank
OTHER

RIGHT THUMBPRINT OF SIGNER



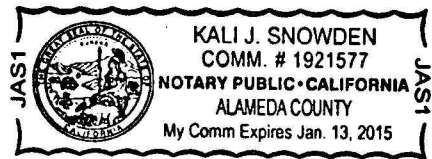
STATE OF CALIFORNIA)
)
ALAMEDA COUNTY) SS

On June 24, 2011, before me Kali J. Snowden Notary Public, personally appeared Jon Bennett Armstrong and _____, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons 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 Kali J. Snowden (Seal)



APPENDIX A

DESCRIPTION OF THE PROPERTY

The land referred to herein is situated in the State of California, County of Alameda, City of Livermore, and described as follows:

PARCEL ONE:

A portion of that parcel of land as described in the deed to John Pestana and Germaine Pestana, recorded January 31, 1968, in Reel 2118 at Image 72 of Official Records, Alameda County, California, being also a portion of Plot "J" as said Plot is shown on the "Map of the Rancho Las Positas", recorded July 16, 1873, in Book 95 of Deeds, at page 205, in the Office of the County Recorder of Alameda County, described as follows:

Commencing at the intersection of the eastern line of Plot No. 1, subdivision "J", Rancho Las Positas, said eastern line being parallel with the eastern line of Lot 6 in Block A and the direct extensions northerly and southerly thereof, as said Lot and Block are shown on the Map of "Tract 1984" etc., filed February 19, 1959, in Book 39 of Maps at page 51, in the Office of the County Recorder of Alameda County, and distant 20.50 feet easterly thereof, measured at right angles thereto with the northern line or East Avenue, 66 feet in width, and running thence along the northern line of East Ave., said line being also the southern line of that parcel of land described in the deed to the City of Livermore, recorded April 1, 1969, in Reel 2374 at Image 16 of Official Records of Alameda County, S 89° 38' 20" E, 630.00 feet to the southeastern corner of that parcel of land described in said City of Livermore deed and the actual point of beginning; thence continuing along the said northern line of East Avenue S 89° 38' 20" E 260 feet to the southeastern corner of that parcel of land described in said Pestana deed; thence northerly and westerly along the eastern and northern lines of that parcel of land described in said deed N 0° 21' 40" E 1508 feet and N 89° 38' 20" W 260 feet to the northeastern corner of that parcel of land described in said City of Livermore deed; thence S 0° 21' 40" W along the eastern line or that parcel of land described in said City of Livermore deed 1508 feet to the point of beginning.

Excepting from Parcels Five-A and Five-B an undivided fifty per cent (50%) interest to all gas, oil, or other mineral deposits situate and lying at a depth of 500 feet and more below the surface of the property herein described. There is hereby expressly excluded from said reservation any and all access to said gas, oil, or other mineral deposits through the surface of the property conveyed hereby or any point above 500 feet below said surface, so that any and all access to said gas, oil, or other mineral deposits must and can be had only from a point or points beyond the surface of the property conveyed and at least 500 feet below said surface of said property, as reserved in the Deed from Kate C. Haselhorst, recorded January 31, 1969, Reel 2118, Image 72, Official Records.

PARCEL TWO:

A portion of Plot "J", as said Plot is shown on the "Map of the Rancho Las Positas", recorded July 16, 1873 in Book 95 of Deeds, at page 205, in the Office of the County Recorder of Alameda County, described as follows:

Beginning at the intersection of the Eastern line of plot No. 1, Subdivision "J", Rancho

Las Positas, said eastern line being parallel with the eastern line of Lot 6 in Block B and the direct extensions northerly and southerly thereof, as said Lot and Block are shown on the map of "Tract 1984", etc., filed February 19, 1959, in Book 39 of Maps, at page 51, in the Office of the County Recorder of Alameda County, and distant 20.50 feet easterly thereof, measured at right angles thereto, with the northern line of East Avenue, 66 feet wide and running thence along the last named line South 89° 38' 20" East 630.00 feet; thence North 0° 21' 40" East 1508 feet to the southern line of the parcel of land conveyed to Livermore School District of Alameda County, State of California, a public corporation, by deed dated June 29, 1960, and recorded December 30, 1960, on Reel 235, Image 822 (AR/153714) of Official Records of Alameda County, thence along said line North 89° 38' 20" West 632.49 feet, more or less, to said east line of Plot No. 1; thence along the last named line South 0° 16' 00" West 1508 feet to the point of beginning.

APN: 099A-1400-002-06

(End of Legal Description)

TERMINATION AGREEMENT

GOVERNMENTS OF LIVERMORE FINANCING AUTHORITY

THIS TERMINATION AGREEMENT (the "Termination Agreement") executed and entered into as of _____, 2024, is by and between the City of Livermore, a municipal corporation organized and existing under the laws of the State of California (the "City"), and the Livermore Area Recreation and Park District, a special district organized and existing under the laws of the State of California (the "District").

RECITALS

On December 14, 1988, the District adopted Resolution No. 1171 authorizing the execution of a joint powers agreement with the City to form the Governments of Livermore Financing Authority ("Authority").

On January 9, 1989, the City adopted Resolution No. 14-89 authorizing the execution of a joint powers agreement with the District to form the Authority.

On January 9, 1989, a Joint Exercise of Powers Agreement ("JPA Agreement") between the City and the District was executed to form the Authority. A copy of the Agreement is attached hereto as Exhibit A.

The Authority was formed for the purpose of acquiring, constructing, and equipping of property to be used for a maintenance service center ("Project") by the City and District. The Project was then financed and constructed through lease financing. The lease financing was accomplished through a series of agreements and leases executed by the City, District, Authority, and various other entities. In 1997, the Authority was removed as a party to the lease financing and replaced by the Livermore Capital Projects Financing Authority as part of a bond refinancing that included other City projects. The Project became a City project with a sublease to the District in the same form as the previous sublease agreement between the City and District that required the District to make payments to the City that the City used to pay the debt service on the lease financing.

Section 7.01 of the JPA Agreement states that it shall remain in full force and effect so long as the bonds of the Authority are outstanding or any lease agreements are outstanding between Authority members.

On June 29, 2011, the obligations of the lease financing having been discharged in full, a Certificate of Termination of the various leases for the Project's lease financing was filed with the Alameda County Recorder's Office, Recording No. 2011183959. A copy of the Certificate of Termination is attached hereto as Exhibit B.

Section 7.02 of the JPA Agreement states that upon termination, all property of the authority, both real and personal, shall be divided among the Authority members.

The Project is currently located and in operation at 3500 Robertson Park Road, Livermore, California 94550 (the Property) that is owned by the City. Through the Joint Use Agreement the City and District own the improvements to the Property - buildings, utilities, landscaping, fences gates, trash disposal, fuel dispensing system, parking area, driveways and any other structures on the property – as tenants in common with the City having 62% interest and the District having 38% interest. The City and District entered into a 99-year Joint Use Agreement for the Project (Joint Use Agreement) on October 19, 1992 that outlined obligations and uses of the project attached hereto as Exhibit C.

The Authority has not been used for any other purpose and has been essentially inactive since 1997. The Authority has served its purpose and is no longer a party to any lease financing for the Project or for any other financing, the City and District hereby desire to enter into this Termination Agreement to terminate the JPA Agreement pursuant to Government Code section 6510 and thereby dissolve the Authority.

The City and District hereby acknowledge that the Authority is not in possession of any property subject to disposition, division, or distribution, and the joint use agreement, as it may be amended from time-to-time, reflects their agreement on the disposition of the Project. Likewise, the City and District hereby acknowledge that the Authority is not in possession of any money for return.

NOW, THEREFORE, for valuable consideration the receipt and sufficiency of which is hereby acknowledged, the City and District hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. **Termination.** Pursuant to Government Code section 6510, the City and the District hereby agree that the JPA Agreement shall terminate, all obligations of the City and District under the JPA Agreement shall cease, and all rights and powers of the Authority under the JPA Agreement shall cease, as of the date this Termination Agreement is signed by both parties. By virtue of the termination of the JPA Agreement, the Authority is dissolved as of that same date.
2. **The Authority Has No Assets, Property, or Money.** The City and the District agree that the Authority has no assets, property, or money to be disposed of, divided, distributed, or returned.
3. **Binding Effect.** This Termination Agreement shall inure to the benefit of and shall be binding upon the City, the District, and their respective successors and assigns.
4. **Construction of Language.** The terms and conditions in this Termination Agreement have been arrived at through negotiation and each party had a full and fair opportunity to review and revise this Termination Agreement with legal counsel. Any ambiguity in this Termination Agreement will not be resolved against either party as the drafting party.
5. **Severability.** If a court of competent jurisdiction determines a provision in this

Termination Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired in any way.

6. Counterparts. This Termination Agreement may be executed in counterpart by delivering a facsimile or secure electronic copy of the signed agreement to the other party, followed by delivery of the original documents bearing the original signatures. However, failure to deliver the original documents does not affect the enforceability of this Agreement.

Signatures and Attachment List on the Next Page

Dated:

CITY OF LIVERMORE

Marianna Marysheva
City Manager

APPROVED AS TO FORM:

City Attorney

Dated:

**LIVERMORE AREA RECREATION AND PARK
DISTRICT:**

By: Mathew Fuzie
Title: General Manager

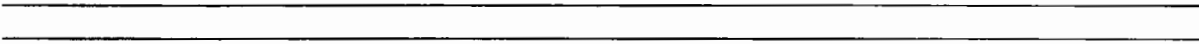
APPROVED AS TO FORM:



Andrew Shen
General Counsel

Attachments:

- Exhibit A – JPA Agreement
- Exhibit B – Certificate of Termination
- Exhibit C – Joint Use Agreement, Livermore Maintenance Service Center



JOINT EXERCISE OF POWERS AGREEMENT
GOVERNMENTS OF LIVERMORE FINANCING AUTHORITY

Dated as of January 1, 1989

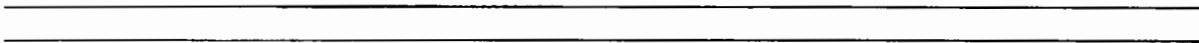


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THIS AGREEMENT is by and among the CITY OF LIVERMORE (the "City") and the LIVERMORE AREA RECREATION & PARK DISTRICT (the "District"), each duly organized and existing under the laws of the State of California (the "State"), collectively called the "Members".

WITNESSETH:

WHEREAS, the City and the District have decided to jointly finance a maintenance service center for use by the City and the District; and

WHEREAS, the Marks-Roos Local Bond Pooling Act of 1985 (hereinafter defined as the "Bond Law") authorizes agencies formed under the Joint Exercise of Powers Law (hereinafter defined as the "Act") to issue bonds for the purpose of acquiring and constructing Public Capital Improvements (as that term is defined in the Act) and to lease those Public Capital Improvements to its Members;

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, the Members do hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, the words and terms defined in this Article shall, for the purpose hereof, have the meanings herein specified.

"Act" means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code of the State.

"Agreement" means this Agreement.

"Auditor and Treasurer" means the Director of Finance of the City, designated as Auditor and Treasurer of the Authority in Section 3.02.

"Authority" means the Governments of Livermore Financing Authority created pursuant to this Agreement.

"Bond Law" means the Marks-Roos Local Bond Pooling Act of 1985, being Article 4 of the Act (commencing with Section 6584), as now or hereafter amended, or any other law hereafter legally available for use by the Authority in the authorization and issuance of Bonds to finance the acquisition of Obligations and/or Public Capital Improvements.

"Bonds" means bonds of the Authority issued pursuant to Section 6590 or 6591 of the Bond Law.

"Chairman" means the chairman of the Authority.

"Commission" means the Commission referred to in Section 2.03, which shall be the governing body of the Authority.

"Commissioners" means the representatives of the Members appointed to the Commission pursuant to Section 2.03.

"Fiscal Year" means the period from July 1 to and including the following June 30.

"Members and Member" means each of the parties to this Agreement and "Member" means any such party.

"Public Agency" means any public agency authorized by the Act to enter into a joint exercise of powers agreement with the Members.

"Public Capital Improvement" has the meaning given to such term in Section 6585(g) of the Act, as in effect on the date hereof, and as hereinafter amended.

"Secretary" means the secretary of the Authority.

"State" means the State of California.

"Vice Chairman" means the vice chairman of the Authority.

ARTICLE II

GENERAL PROVISIONS

Section 2.01. Purpose. This Agreement is made pursuant to the Act providing for the joint exercise of powers common to the Members. The purpose of this Agreement is to provide for the financing of Public Capital Improvements for the Members through the issuance of Bonds by the Authority and the leasing of the Public Capital Improvements to the Members.

Section 2.02. Creation of Authority. Pursuant to the Act, there is hereby created a public entity to be known as the "Governments of Livermore Financing Authority". The Authority shall be a public entity separate and apart from the Members, and shall administer this Agreement.

Section 2.03. Commission. The Authority shall be administered by a Commission of six (6) Commissioners. The City Council of the City shall appoint three (3) Commissioners who shall be, *ex officio*, the Mayor of the City Council, the City Manager and the Director of Public Works, and the Board of Directors of the District shall appoint three (3) Commissioners who shall be, *ex officio*, the Chairman of the Board of the District, the Superintendent of Planning and Parks of the District, and the General Manager of the District. The number of Commissioners may be changed by amendment of this Agreement. The Commission shall be called the "Commission of the Governments of Livermore Financing Authority". All voting power of the Authority shall reside in the Commission.

Each Commissioner shall serve at the pleasure of the Member which appointed such Commissioner. Vacancies on the Commission shall be filled by the respective appointing Members.

Section 2.04. Meetings of the Commission.

(a) Regular Meetings. The Commission shall provide for its regular meetings; provided, however, that at least one regular meeting shall be held each year. The date, hour and place of the holding of regular meetings shall be fixed by resolution of the Commission and a copy of such resolution shall be filed with each of the Members.

(b) Special Meetings. Special meetings of the Commission may be called in accordance with the provisions of Section 54956 of the Government Code of the State.

(c) Call, Notice and Conduct of Meetings. All meetings of the Commission, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of Sections 54950 et seq. of the Government Code of the State.

Section 2.05. Minutes. The Secretary shall cause to be kept minutes of the meetings of the Commission and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Commissioner and to each of the Members.

Section 2.06. Voting. Each Commissioner shall have one vote.

Section 2.07. Quorum; Required Votes; Approvals. Commissioners holding a majority of the votes shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative votes of at least a majority of the Commissioners shall be required to take any action by the Commission.

Section 2.08. Bylaws. The Commission may adopt, from time to time, such bylaws, rules and regulations for the conduct of its meetings as are necessary for the purposes hereof.

ARTICLE III

OFFICERS AND EMPLOYEES

Section 3.01. Chairman, Vice-Chairman and Secretary. The Commission shall elect a Chairman and Vice Chairman from among the Commissioners, and shall appoint a Secretary who may, but need not, be a Commissioner. The officers shall perform the duties normal to said offices; and

(a) the Chairman shall sign all contracts on behalf of the Authority, and shall perform such other duties as may be imposed by the Commission;

(b) the Vice Chairman shall act, sign contracts and perform all of the Chairman's duties in the absence of the Chairman; and

(c) the Secretary shall countersign all contracts signed by the Chairman or Vice Chairman on behalf of the Authority, perform such other duties as may be imposed by the Commission and cause a copy of this Agreement to be filed with the Secretary of State of the State pursuant to the Act.

Section 3.02. Auditor and Treasurer. Pursuant to Section 6505.6 of the Act, the Director of Finance of the City is hereby designated as the Auditor and Treasurer of the Authority. The Auditor and Treasurer shall be the depository, shall have custody of all of the accounts, funds and money of the Authority from whatever source, shall have the duties and obligations set forth in Sections 6505 and 6505.5 of the Act and shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Authority.

Section 3.03. Officers in Charge of Records, Funds and Accounts. Pursuant to Section 6505.1 of the Act, the Auditor and Treasurer shall have charge of, handle and have access to all accounts, funds and money of the Authority and all records of the Authority relating thereto; and the Secretary shall have charge of, handle and have access to all other records of the Authority.

Section 3.04. Bonding Persons Having Access to Public Capital Improvements. From time to time, the Commission may designate persons, in addition to the Secretary and the Auditor and Treasurer, having charge of, handling or having access to any records, funds or accounts or other Public Capital Improvements of the Authority, and the respective amounts of the official bonds of the Secretary and the Auditor and Treasurer and such other persons pursuant to Section 6505.1 of the Act.

Section 3.05. Legal Advisor. The Commission shall have the power to appoint the legal advisor of the Authority who shall perform such duties as may be prescribed by the Commission.

Section 3.06. Other Employees. The Commission shall have the power to appoint and employ such other consultants and independent contractors as may be necessary for the purposes of this Agreement.

All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents, or employees of an Agency when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement.

None of the officers, agents, or employees directly employed by the Commission shall be deemed, by reason of their employment by the Commission to be employed by any Member or, by reason of their employment by the Commission, to be subject to any of the requirements of the Members.

Section 3.07. Assistant Officers. The Commission may appoint such assistants to act in the place of the Secretary or other officers of the Authority (other than any Commissioner) as the Commission shall from time to time deem appropriate.

ARTICLE IV

POWERS

Section 4.01. General Powers. The Authority shall exercise in the manner herein provided the powers common to each of the Members and necessary to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 4.04, including but not limited to the common power of eminent domain with respect to Public Capital Improvements.

As provided in the Act, the Authority shall be a public entity separate from the Members. The Authority shall have the power to finance the acquisition of Public Capital Improvements necessary or convenient for the operation of the Members, and to acquire Obligations of the Members.

Section 4.02. Power to Issue Bonds. The Authority shall have all of the powers provided in Article 4 of the Act (commencing with Section 6584), including the power to issue Bonds under the Bond Law.

Section 4.03. Specific Powers. The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers, including but not limited to, any or all of the following:

- (a) to make and enter into contracts;
- (b) to employ agents or employees;
- (c) to acquire, construct, manage, maintain or operate any buildings, works or improvements;
- (d) to acquire, construct, hold and dispose of Public Capital Improvements, including the leasing of such Public Capital Improvements to the members;
- (e) to sue and be sued in its own name;
- (f) to incur debts, liabilities or obligations, provided that no debt, liability or obligation shall constitute a debt, liability or obligation of any of the Members;
- (g) to apply for, accept, receive and disburse grants, loans and other aids from any agency of the United States of America or of the State;
- (h) to invest any money in the treasury pursuant to Section 6505.5 of the Act that is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the Government Code of the State;

(i) to apply for letters of credit or other form of credit enhancement in order to secure the repayment of its Bonds and enter into agreements in connection therewith;

(j) to carry out and enforce all the provisions of this Agreement;

(k) to make and enter into Bond Purchase Agreements;

(l) to purchase Obligations issued by any Member; and

(m) to exercise any and all other powers as may be provided in the Bond Law.

Section 4.04. Restrictions on Exercise of Certain Powers. The powers of the Authority shall be exercised in the manner provided in the Act and in the Bond Law, and, except for those powers set forth in the Bond Law, shall be subject (in accordance with Section 6509 of the Act) to the restrictions upon the manner of exercising such powers that are imposed upon the City in the exercise of similar powers.

Section 4.05. Obligations of Authority. The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of any of the Members.

ARTICLE V

METHODS OF PROCEDURE; CREDIT TO MEMBERS

Section 5.01. Assumption of Responsibilities By the Authority. As soon as practicable after the date of execution of this Agreement, the Commissioners shall give notice (in the manner required by Section 2.04) of the organizational meeting of the Commission. At said meeting the Commission shall provide for its regular meetings as required by Section 2.04 and elect a Chairman, Vice Chairman and the Secretary.

Section 5.02. Delegation of Powers. Each of the Members hereby delegates to the Authority the power and duty to acquire, by lease, lease-purchase, installment sale agreements, or otherwise, such Public Capital Improvement necessary or convenient for the operation of the Members.

Section 5.03. Credit to Members. All accounts or funds created and established pursuant to any trust agreement or indenture to which the Authority is a party, and any interest earned or accrued thereon, shall inure to the benefit of the respective Members for which such funds or accounts were created.

ARTICLE VI

CONTRIBUTION: ACCOUNTS AND REPORTS: FUNDS

Section 6.01. Contributions. The Members may in the appropriate circumstance when required hereunder: (a) make contributions from their treasuries for the purposes set forth herein, (b) make payments of public funds to defray the cost of such purposes, (c) make advances of public funds for such purposes, such advances to be repaid as provided herein, or (d) use its personnel, equipment or property in lieu of other contributions or advances. The provisions of Government Code 6513 are hereby incorporated into this Agreement.

Section 6.02. Accounts and Reports. To the extent not covered by the duties assigned to a trustee chosen by the Authority, the Auditor and Treasurer shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any trust agreement or indenture entered into with respect to the proceeds of any Bonds issued by the Authority. The books and records of the Authority in the hands of a trustee or the Auditor and Treasurer shall be open to inspection at all reasonable times by representatives of the Members. The Auditor and Treasurer of the Authority, within 180 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to the Members to the extent such activities are not covered by the report of such trustee. The trustee appointed under any trust agreement or indenture shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of said trust agreement or indenture. Said trustee may be given such duties in said trust agreement or indenture as may be desirable to carry out this Agreement.

Section 6.03. Funds. Subject to the applicable provisions of any trust agreement or indenture which the Authority may enter into, which may provide for a trustee to receive, have custody of and disburse Authority funds, the Auditor and Treasurer of the Authority shall receive, have the custody of and disburse Authority funds as nearly as possible in accordance with generally accepted accounting practices, shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement.

Section 6.04. Administrative Expenses. The Members shall pay their proportionate share (determined on the basis of a Member's percentage share of any financings completed by the Authority) of administrative expenses.

ARTICLE VII

TERM; DISPOSITION OF ASSETS

Section 7.01. Term. This Agreement shall become effective as of the date of execution hereof by the parties hereto, and shall continue in full force and effect so long as bonds of the Authority are outstanding or any lease agreements are outstanding between the Authority and a Member or Members (or between Members).

Section 7.02. Disposition of Assets. Upon termination of this Agreement, all property of the Authority, both real and personal, shall be divided among the parties hereto in such manner as shall be agreed upon by the parties.

**ARTICLE VIII
MISCELLANEOUS PROVISIONS**

Section 8.01. Notices. Notices hereunder shall be in writing and shall be sufficient if delivered to:

City of Livermore
1052 South Livermore Avenue
Livermore, California 94550
Attn: City Manager

Livermore Area Recreation & Park District
71 Trevarno Road
Livermore, California 94550
Attn: General Manager

Section 8.02. Section Headings. All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 8.03. Consent. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

Section 8.04. Law Governing. This Agreement is made in the State under the constitution and laws of the State and is to be so construed.

Section 8.05. Amendments. This Agreement may be amended at any time, or from time to time, except as limited by contract with the holders of Bonds issued by the Authority or certificates of participation in payments to be made by the Authority or the Members or by applicable regulations or laws of any jurisdiction having authority, by one or more supplemental agreements executed by all of the parties to this Agreement either as required in order to carry out any of the provisions of this Agreement or for any other purpose, including without limitation addition of new parties (including any legal entities or taxing areas heretofore or hereafter created) in pursuance of the purposes of this Agreement.

Section 8.06. Enforcement by Authority. The Authority is hereby authorized to take any or all legal or equitable actions, including but not limited to injunction and specific performance, necessary or permitted by law to enforce this Agreement.

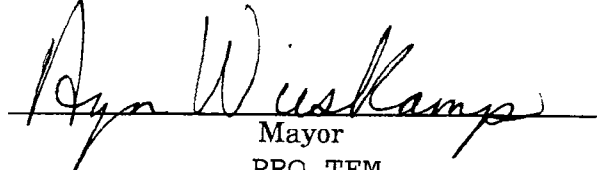
Section 8.07. Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Section 8.08. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective Members. None of the Members may assign any right or obligation hereunder without the written consent of the other Members.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed, on the day and year set opposite the name of each of the parties.

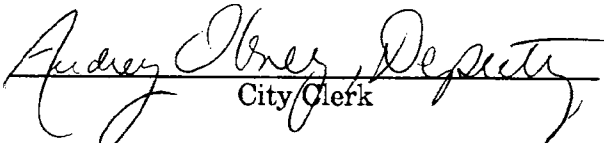
CITY OF LIVERMORE

Dated: 1-9-89



Mayor
PRO TEM

ATTEST:



City Clerk
(SEAL)

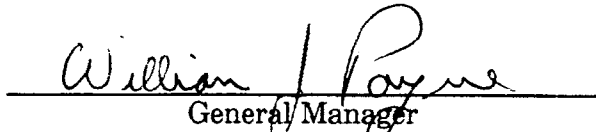
LIVERMORE AREA RECREATION &
PARK DISTRICT

Dated: 1-6-89



Chairman

ATTEST:



General Manager
(SEAL)

**RULES AND REGULATIONS
OF THE
GOVERNMENTS OF LIVERMORE
FINANCING AUTHORITY**

ARTICLE I

DEFINITIONS; OFFICES AND SEAL

Section 1.1. Definitions. All capitalized terms used herein shall have the respective meanings given such terms in the Joint Exercise of Powers Agreement dated a of January 1, 1989 establishing the Authority (the "Agreement").

Section 1.2. Offices. The principal office of the Authority for the transaction of business shall be City of Livermore, 1052 South Livermore Avenue, Livermore, California 94550. The Commission may, however, fix and change from time to time the principal office from one location to another within the City of Livermore by noting the change of address in the minutes of the meeting of the Commission at which the address was fixed or changed. The fixing or changing of such address shall not be deemed an amendment to these Rules and Regulations.

Section 1.3. Seal. The Authority shall have a seal, consisting of two (2) concentric circles with the words "Governments of Livermore Financing Authority" and with the date of establishment of the Authority.

ARTICLE II

Section 2.1. Powers. Subject to the limitations of the Agreement, the terms of these Rules and Regulations, and the laws of the State of California, the powers of this Authority shall be vested in and exercised by and its property controlled and its affairs conducted by the Commission of the Authority.

Section 2.2. Number. The Commission shall have six (6) Commissioners. The number of Commissioners may be changed by amendment of the Agreement.

Section 2.3. Election, Tenure of Office and Vacancies. Pursuant to the Agreement, the Commission shall consist of three (3) Commissioners appointed by the City Council of the City, and three (3) Commissioners appointed by the Board of Directors of the District, and shall serve at the pleasure of the Member which appointed such Commissioner. Vacancies on the Commission shall be filled by the respective appointing Members. The Commission shall be called the "Commission of the Governments of Livermore Financing Authority". All voting power of the Authority shall reside in the Commission.

Section 2.4. Compensation. Commissioners shall serve without compensation but each Commissioner may be reimbursed his or her necessary and actual expenses, including travel incident to his services as Commissioner, pursuant to resolution of the Commission. Any Commissioner may elect, however, to decline said reimbursement.

Section 2.5. Regular Meetings. Regular meetings of the Commission shall be held at such time as the Commission may fix by resolution from time to time, and if any day so fixed shall fall upon a legal holiday, then, upon the next succeeding business day at the same hour. No notice of any regular meeting of the Commission need be given to the Commissioners.

Section 2.6. Special Meetings. Special meetings of the Commission shall be held whenever called by the Chairman, any Vice Chairman, or by a majority of the Commission.

Section 2.7. Public Meetings; Notice of Meetings. All proceedings of the Commission shall be subject to the provisions of the Ralph M. Brown Act, constituting Chapter 9 of Part 1 of Division 2 of Title 5 of the California Government Code, and notice of the meetings of the Authority shall be given in accordance with such Act.

Section 2.8. Quorum. A quorum shall consist of a majority of the members of the Commission unless a greater number is expressly required by statute, by the Agreement, or by these Rules and Regulations. Every act or decision done or made by at least two of the Commissioners present at a meeting duly held at which a quorum is present, shall be the act of the Commission.

Section 2.9. Order of Business. The order of business at the regular meeting of the Commission and, so far as possible, at all other meetings of the Commission, shall be essentially as follows, except as otherwise determined by the Commissioners at such meeting:

- (a) Report on the number of Commissioners present in person in order to determine the existence of a quorum.
- (b) Reading of the notice of the meeting and proof of the delivery or mailing thereof, or the waiver or waivers of notice of the meeting then filed, as the case may be.
- (c) Reading of unapproved minutes of previous meetings of the Commission and the taking of action with respect to approval thereof.
- (d) Presentation and consideration of reports of officers and committees.
- (e) Unfinished business.
- (f) New business.
- (g) Adjournment.

Section 2.10. Resignation and Removal of Commissioners. Any Commissioner may resign at any time by giving written notice to the Chairman or to the Commission. Such resignation shall take effect at the time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any Commissioner may be removed by the Commission with or without cause at any regular meeting or at any special meeting of the Commission, the notice of which, among other things, indicates that the removal of one or more Commissioners identified therein shall be considered at such meeting.

Section 2.11. Nonliability for Debts. The private property of the Commissioners shall be exempt from execution or other liability for any debts, liabilities or obligations of the Authority and no Commissioner shall be liable or responsible for any debts, liabilities or obligations of the Authority.

Section 2.12. Indemnity by Authority for Litigation Expenses of Officer, Commissioner or Employee. Should any Commissioner, officer or employee of the Authority be sued, either alone or with others, because he is or was a director, officer or employee of the Authority, in any proceeding arising out of his alleged misfeasance or nonfeasance in the performance of his duties or out of any alleged wrongful act against the Authority or by the Authority, indemnity for his reasonable expenses, including attorneys' fees incurred in the defense of the proceedings, may be assessed against the Authority or its receiver by the court in the same or a separate proceeding if the person sued acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The amount of such indemnity shall equal the amount of the expenses, including attorneys' fees, incurred in the defense of the proceeding.

ARTICLE III

OFFICERS

Section 3.1. Officers. The officers of the Authority shall be a Chairman, a Vice Chairman, a Secretary and such other officers as the Commission may appoint. When the duties do not conflict, one person, other than the Chairman, may hold more than one of these offices.

Section 3.2. Election of Officers. The Chairman, Vice Chairman and Secretary shall be chosen annually by the Commission and each shall hold office until he shall resign or shall be removed, shall resign or otherwise shall be disqualified to serve or his successor shall be elected and qualified to serve.

Section 3.3. Subordinate Officers. The Commission may elect or authorize the appointment of such other officers than those hereinabove mentioned as the business of the Authority may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these Rules and Regulations, or as the Commission from time to time may authorize or determine.

Section 3.4. Removal of Officers. Any officer may be removed, either with or without cause, by a majority of the Commissioners then in office at any regular or special meeting of the Authority, or, except in the case of an officer chosen by the Commission, by any officers upon whom such power of removal may be conferred by the Commission. Should a vacancy occur in any office as a result of death, resignation, removal, disqualification or any other cause, the Commission may delegate the powers and duties of such office to any officers or to any Commissioners until such time as a successor for said office has been elected or appointed.

Section 3.5. Chairman. The Chairman shall preside at all meetings of the Commission and exercise and perform such other powers and duties as may be from time to time assigned to him by the Commission or be prescribed by these Rules and Regulations.

The Chairman shall also be the chief corporate officer of the Authority and shall, subject to the control of the Commission, have general supervision, direction and control of the business and officers of the Authority. He shall preside at all meetings of the Commission. He shall be ex officio member of all standing committees, and shall have the general powers and duties of management usually vested in the office of Chairman of a public corporation and shall have such other powers and duties as may be prescribed by the Commission or by these Rules and Regulations.

Section 3.6. Vice Chairman. In the absence or disability of the Chairman, the Vice Chairman shall perform all the duties of the Chairman and when so acting shall have all the powers of and be subject to all of the restrictions upon the Chairman. The Vice Chairman shall have such other powers and perform such other duties as may from time to time be prescribed for them, respectively, by the Commission or by these Rules and Regulations.

Section 3.7. Secretary. The Secretary shall keep or cause to be kept a book of minutes at the principal office or at such other place as the Commission may order, of all meetings of the Commissioners, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at Commissioners' meetings and the proceedings thereof. The Secretary shall give or cause to be given notice of all meetings of the Commission of the Authority, shall keep the corporate records in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Commission or these Rules and Regulations.

ARTICLE IV

OBJECTS AND PURPOSES

Section 4.1. Nature of Objects and Purposes. The business of this Authority is to be operated and conducted in the promotion of its objects and purposes as set forth in the Agreement.

Section 4.2. Distribution of Assets During Continuance of Authority. During the continuance of the Authority, it may distribute any of its assets to the

Members of the Authority. If for any reason the Members are unable or unwilling to accept the assets of the Authority, said assets shall be distributed to the Federal Government, or to a state or local government for public purposes, or to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes.

Section 4.3. Dissolution. The Authority may, with the approval of all of the Members, be dissolved if at the time of such dissolution the Authority has no outstanding indebtedness and is not a party to any outstanding material contracts. Upon the dissolution or termination of this Authority, and after payment or provision for payment, all debts and liabilities, the assets of this Authority shall be distributed to the Members of the Authority. If for any reason the Members are unable or unwilling to accept the assets of the Authority, said assets will be distributed to the Federal Government or to a state or local government for public purposes; or to a nonprofit fund, foundation, or corporation which is organized and operated for charitable purposes.

ARTICLE V

GENERAL PROVISIONS

Section 5.1. Payment of Money, Signatures. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Authority and any and all securities owned by or held by the Authority requiring signature for transfer shall be signed or endorsed by the Auditor and Treasurer.

Section 5.2. Execution of Contracts. The Commission, except as in the Agreement or in the Rules and Regulations otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any contract or execute any instrument in the name of and on behalf of the Authority and such authority may be general or confined to specific instances and unless so authorized by the Commission, no officer, agent or employee shall have any power or authority to bind the Authority by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

Section 5.3. Construction of Public Capital Improvements. The Commission shall cause Public Capital Improvements to be acquired and constructed pursuant to contracts awarded competitively or on a negotiated basis, whichever the Commission determines is in the best interests of the Authority and its members, which determination shall be final and incontestable.

Section 5.4. Fiscal Year. The fiscal year of the Authority shall commence on the 1st day of July of each year and shall end on the 30th day of June of the next succeeding year.

Section 5.5. Amendment of Rules and Regulations. These Rules and Regulations may be amended at any time and from time to time by majority vote of the Commission.

✓ ✓

JOINT USE AGREEMENT

LIVERMORE MAINTENANCE SERVICE CENTER

This Agreement is entered into on October 19, 1992, between the City of Livermore ("City") and the Livermore Area Recreation and Park District ("District" or "LARPD").

RECITALS

This Agreement is based on the following facts:

A. City owns approximately 17.77 acres of real property located at 3500 Robertson Park Road in the City of Livermore (APN 99-750-17-7). A portion of the 17.77 acres is the site of the Livermore Maintenance Service Center buildings and grounds. That portion is approximately 5 acres and is shown on the plans dated February, 1991 by Nanco Architectural Services (Architectural Site Plan, Sheet 1).

B. District owns Robertson Park Road (also known as Stadium Court) which runs adjacent to the Property. Robertson Road is the only access road to the Property.

C. On January 1, 1989, City and District created the Governments of Livermore Financing Authority ("GOLFA"). GOLFA was the mechanism for financing the Livermore Maintenance Service Center improvements on the Property and for financing improvements to Robertson Park Road. The Center's Improvements are described more specifically in section 1c below. Both City and District have made an initial prorata contribution to the construction of Improvements. Annual payments are due to GOLFA from the City under the Lease Agreement dated April 1, 1991 between GOLFA and City. Payments are also due from District to City under the Sub-Lease Agreement dated April 1, 1991 between City and District. City and District own the Improvements as tenants in common with City having an undivided 62% interest and District having an undivided 38% interest.

D. The parties wish to share occupancy and use of the Property, Improvements and Robertson Road under the terms of this Agreement.

E. City and District are public entities and the proposed use of the improvements is for a governmental or proprietary function authorized under the provisions of the Constitution and laws of the State of California.

AGREEMENT

Now, Therefore, City and District agree that:

1. Definitions. Terms used in this Agreement are defined as follows:

a. "Property" means the real property described in paragraph A of this Agreement.

b. "Robertson Park Road" means the road described in paragraph B of this Agreement. It includes the right-of-way and road improvements.

c. "Improvements" means the buildings, utilities, landscaping, fences and gates, trash disposal, fuel dispensing system, parking area, driveways and any other structures located on the Property.

d. "Commonly Shared Areas" means that portion of the Property and Improvements which are intended to be shared by the parties as shown on Exhibit A.

e. "District's Premises" means that portion of the Property and Improvements reserved exclusively for District's use as shown on Exhibit B.

f. "City's Premises" means all of the Property and Improvements which are not the District's Premises or the Commonly Shared Areas as shown on Exhibit C.

2. Joint Use.

a. City agrees that District may occupy and use the Commonly Shared Areas and the District's Premises, as defined in section 1 above.

b. District agrees that City may occupy and use the Commonly Shared Areas and the City's Premises, as defined in section 1 above. District further agrees that City may use Robertson Road at all times.

c. The occupancy and use by both parties is for maintenance service, storage and related uses. No other uses are authorized without the consent of the other party.

3. Terms

This Agreement begins on October 19, 1992 and ~~shall terminate 99 years from the date of commencement or upon a termination agreement approved by both parties.~~

4. City Responsibilities.

City shall do all of the following, subject to District's financial contribution described in section 5b:

- a. maintain the Improvements, except the landscaping which shall be maintained by District;
- b. make timely payments to GOLFA under the Lease Agreement referred to in Recitals paragraph C.
- c. keep records of all expenses incurred in connection with the Property and Improvements and bill District for its share as provided in sections 5b and 6.
- d. provide insurance as follows:
 - (1) General and Automobile Liability coverage with a minimum of \$1,000,000 per occurrence for its premises and operations.
 - (2) Workers' Compensation evidence of coverage as respects City of Livermore employees.
 - (3) Property Insurance - The City shall provide all-risk property insurance (excluding earthquake and flood), for which it will pay 62% of the premium for this location.
- e. reimburse District for 62% of the cost of maintaining the landscaping.

5. District Responsibilities.

District shall:

- a. maintain the landscaping at the Property;
- b. reimburse City for 38 percent of the cost of the following:

(1) interior and exterior building maintenance and repair, including but not limited to heating, ventilating, air conditioning, glass service, burglar alarms, fire extinguishers, drinking water, pest control.

(2) pavement, irrigation system, fence/gates, trash disposal and fuel dispensing system maintenance;

(3) utilities including water, gas and electricity, telephone and alarm lines;

(4) janitorial services;

(5) fire extinguisher maintenance;

(6) property insurance;

(7) employee parking lot maintenance; and

(8) warehouse, covered storage and bulk storage areas maintenance.

c. Reimburse City for 50 percent of the total cost of:

(1) building and perimeter security; and

(2) maintenance of public parking area located immediately adjacent to the administration building.

d. provide insurance as follows:

(1) General and Automobile Liability coverage with a minimum of \$1,000,000 per occurrence for its premises and operations.

(2) Workers' Compensation - Evidence of coverage as respects District employees.

(3) Property Insurance - The District shall pay 38% of the all risk property insurance (excluding earthquake and flood) policy maintained by the City for this location. District to pay to City, any increase in premiums on insurance policies, which may be carried by the City on the premises, covering damage to the building(s) caused by fire. District further agrees to pay the City any increase in such premiums resulting from the nature of the District's occupancy or any act of omission of the District.

e. maintain Robertson Park Road.

⑥ Billing and Payment.

City shall bill District on the 15th day of the month, each six months, for its share of costs and expenses of the preceding six months and may add an administrative charge of 2% or the actual cost of administration, whichever is greater, to each bill. The bill shall include a credit for City's portion of landscape maintenance costs under section 4e. District shall reimburse City promptly as allowed by its standard financial processes, but in no event later than 30 days after the date of billing.

7. Alterations.

Neither party may make any alterations to the Property or Improvements without the written consent of the other party, except for safety or health requirements. Any proposed alterations or additions to the structures, architecture, landscaping or grounds shall be first approved by the "Joint Operations Coordinating Committee." Any additions to or alterations of the Improvements, except moveable furniture and trade fixtures, shall become at once a part of the realty. Each party shall have the right to remove its trade fixtures and equipment, provided that the party restores the Improvements to their original condition, and further provided that the party acting is not then in default under any terms of this Agreement.

8. Joint Operations Coordinating Committee.

A Committee shall be established having representatives from the City and District. The committee shall consist of one elected representative and two staff representatives appointed by each agency with one member of the City Council and the Board sitting alternately as chairperson. The committee shall meet on an as-needed basis to insure that the operational and land maintenance objectives of each party are addressed and resolved.

9. Compliance with Insurance Requirements.

Each party shall comply with any and all requirements, pertaining to the Property and Improvements, of any insurance organization or company, necessary for the maintenance of reasonable property damage and public liability coverage.

10. Other Equipment.

a. The parties shall reimburse each other for the actual use of each other's individually controlled equipment and facilities including copy machines, facsimile machines, fuel, vehicles and other equipment. District shall reimburse City in proportion to District's use for base station/radio

maintenance, computerized equipment maintenance, and the computerized work management system.

b. The City and District hereby agree to diligently work to jointly identify needs which might most economically be purchased or otherwise acquired through common purchasing procedures. Disposition of "surplus" or worn out equipment shall also be done jointly as need and opportunity dictate.

11. Waiver of Subrogation.

City and District release each other, and their respective and authorized representatives, from any claims for damage to any persons or to the premises and to the fixtures, personal property, improvements and alternations of either City or District, in or on the premises that are caused by or result from risks insured against under any property insurance policies carried by the parties and in force at the time of any such damage.

12. Hold Harmless.

District and the City do hereby mutually agreed to, and shall hold each other, their officials, officers, employees, volunteers and agents harmless from and against any or all loss, liability expense, claims, costs, suits and damages of every kind, nature and description, directly or indirectly arising from the conditions of this Agreement.

13. Assignment and Subletting.

The Parties shall not assign this Agreement, or any interest in it, and shall not sublet the Property or buildings or any part of them, or allow any other person to occupy or use the Property, or any portion of them, without the written consent of the other. A consent to one assignment, subletting, occupation or use by any other person, shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person.

Any such assignment or subletting without such consent shall be void.

14. Default.

The occurrence of any of the following shall constitute a material default and breach of this Agreement:

a. Any failure to reimburse City pursuant to paragraph 6 of this Agreement, or to make any other payment required to be made, where such failure continues for 30 days following written notice that such is due.

b. A failure to perform any other provision of this Agreement, where such failure continues for 30 days after written notice; provided, however, that if the nature of the default is such that it cannot reasonably be cured within the 30 day period allowed, the Party shall not be deemed to be in default if the Party shall, within such period, commence to cure and thereafter diligently prosecute the same to completion.

15. Attorney's Fees.

If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party is entitled to recover reasonable attorney's fees, costs of suit, investigation costs and discovery costs, including costs of appeal.

16. Notices.

All notices by either party to the other shall be in writing and shall be sufficiently served upon the other party or sent by certified mail, return receipt requested, postage prepaid, and addressed to the City or District at the addresses specified here, or to such other places as City and District may from time to time designate by written notice to the other party.

Livermore Area Recreation
and Park District
71 Trevarno Road
Livermore, CA 94550
Attn: _____

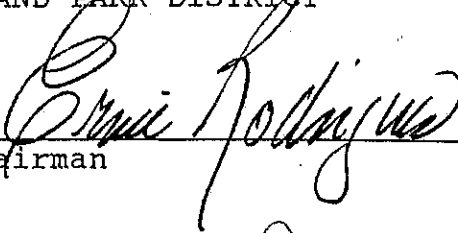
City of Livermore
1052 So. Livermore Avenue
Livermore, CA 949550
Attn: Maintenance
Superintendent

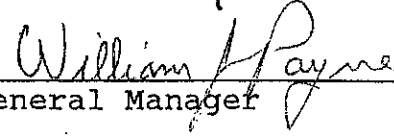
17. Waiver.

The waiver of any breach of any Agreement provision shall not be deemed to be a waiver of such Agreement provision or any subsequent breach of the same or any other term, covenant or condition. The subsequent acceptance of payment by City shall not be deemed to be a waiver of any preceding breach by District of any provision of this Agreement.

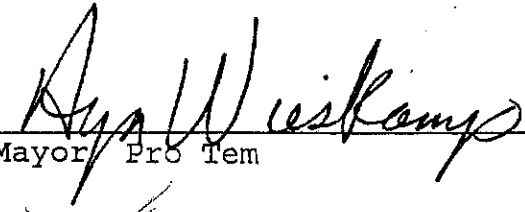
IN WITNESS whereof, City and District have executed this Agreement on _____ October 19 _____, 1992.

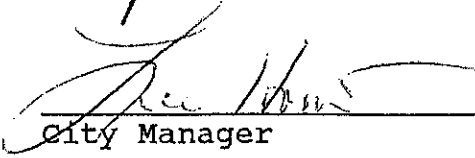
LIVERMORE AREA RECREATION
AND PARK DISTRICT


Chairman

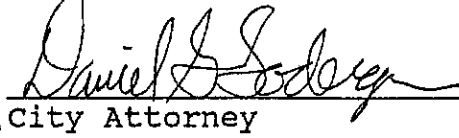

General Manager

CITY OF LIVERMORE


Mayor Pro Tem


City Manager

APPROVED AS TO FORM:


Asst. City Attorney

agrmt\maint-ct.jt

NEW FIRE SERVICE LOCATION

POSED CCEER (E.D. TURE)

NEW FIRE HYDRANT LOCATION BY CAL WATER CO.

DELETE THIS SECTION OF NEW WATER MAIN WORK [by cal. water co.]

DELETE THIS FIRE SERVICE LOCATION

A = 3872.30'
R = 430.00'
L = 284.75'

EXIST. SS TO REMAIN

TOP OF CUTTER INV. 538.06

EDGE OF PAVEMENT

BRG-H 25709.17
DIST. 18.51'

EXIST. SS TO BE REMOVED (SEE SPECIFICATIONS FOR COMPACTION OF EXCAVATED TRENCH)

REMOVE EXIST. SS MANHOLE (TYP)

DIES SHALL BE 3" OF THE LOS FOR FIRE



"SHARED" SPACE

EXHIBIT A

DELETE THIS FIRE SERVICE LOCATION

CB 26
RIM 54700
INV. 541.56

NEW FIRE HYDRANT LOCATION BY CAL WATER CO.

CONCRETE BLOCK WALL PER ARCHITECT.

DELETE THIS FIRE SERVICE LOCATION

DELETE THIS FIRE SERVICE LOCATION

FIRE SERVICE LOCATION

NEW FIRE SERVICE LOCATION

NEW FIRE HYDRANT LOCATION BY CAL WATER CO.

DELETE THIS FIRE SERVICE LOCATION

DELETE THIS FIRE SERVICE LOCATION

VALLEY CUTTER (SEE ROAD IMPROVEMENT PLAN)

ROBERTSON PARK ROAD (PROPOSED)

ITEM 4.2

NEW FIRE SERVICE LOCATION

DELETE THIS FIRE SERVICE LOCATION

NEW FIRE SERVICE LOCATION

NEW FIRE HYDRANT LOCATION BY CAL WATER CO.

NEW FIRE HYDRANT LOCATION BY CAL WATER CO.

NEW FIRE HYDRANT LOCATION BY CAL WATER CO.

DELETE THIS SECTION OF NEW WATER MAIN WORK [by cal. water co.]

DELETE THIS FIRE SERVICE LOCATION

DELETE THIS FIRE SERVICE LOCATION

NEW FIRE SERVICE LOCATION

NEW FIRE SERVICE LOCATION

DELETE THIS FIRE SERVICE LOCATION

NEW FIRE HYDRANT LOCATION BY CAL WATER CO.

DELETE THIS FIRE SERVICE LOCATION

NEW FIRE SERVICE LOCATION

DELETE THIS FIRE SERVICE LOCATION

1. THE REQUEST OF L.A.R.P.D. IN DEVELOPMENT, THE BASIS OF REVISIONS FROM P.P.E.S. (PAGE 11118), SAO FROM 2. 1967 IN BOOK 8 OF RECORDS OF '05' AT W. 804.40 FEET SHOWN FROM

EXIST. SS TO BE REMOVED (SEE SPECIFICATIONS FOR COMPACTION OF EXCAVATED TRENCH)

REMOVE EXIST. SS MANHOLE (TYP)

MINES SHALL BE 3' OF THE VCS FOR FIRE

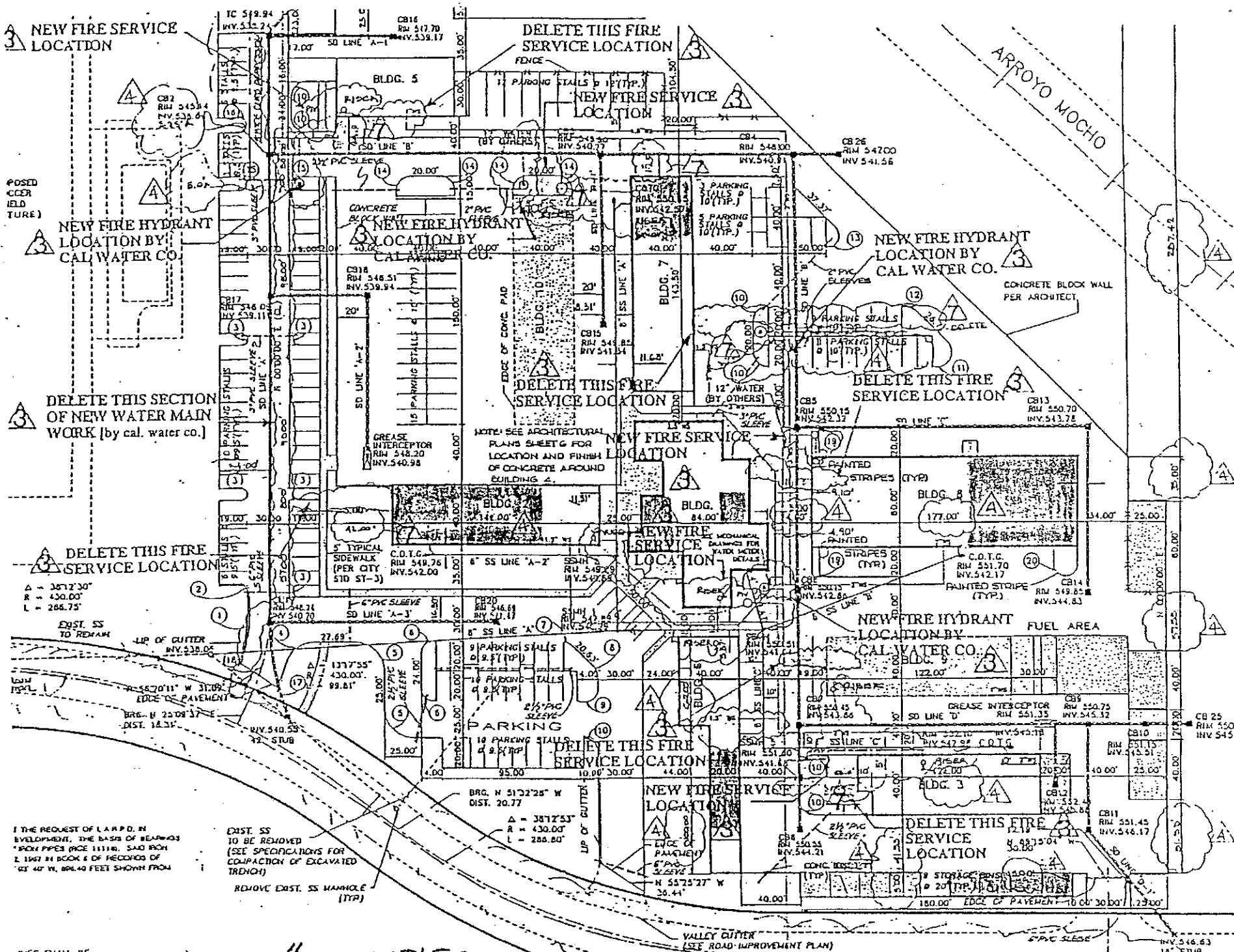


"LARP D" FACILITIES

EXHIBIT B

ROBERTSON PARK ROAD (PROPOSED)

ITEM 4.2



NEW FIRE SERVICE LOCATION

DELETE THIS FIRE SERVICE LOCATION

ARROYO MOCHO

POSED CCEER (EILD TURE)

NEW FIRE HYDRANT LOCATION BY CAL WATER CO.

NEW FIRE HYDRANT LOCATION BY CAL WATER CO.

DELETE THIS SECTION OF NEW WATER MAIN WORK [by cal. water co.]

DELETE THIS FIRE SERVICE LOCATION

DELETE THIS FIRE SERVICE LOCATION

DELETE THIS FIRE SERVICE LOCATION

NEW FIRE SERVICE LOCATION

NEW FIRE HYDRANT LOCATION BY CAL WATER CO.

Δ = 3872.30'
R = 430.00'
L = 286.75'

EAST. SS TO REMAIN

LIP OF CURB

EDGE OF PAVEMENT

BRG. N 25°02'37" W

DIST. 18.37'

BRG. N 51°32'28" W

DIST. 20.77'

IF THE REQUEST OF L.A.P.D. IN DEVELOPMENT, THE BASIS OF BEARINGS FROM MPES (DCE 111118), SAID FROM 2.1941 IN BOOK 8 OF RECORDS OF 40' X 10', 106' 40 FEET SHOWN FROM

EAST. SS TO BE REMOVED (SEE SPECIFICATIONS FOR CONSTRUCTION OF DEGRADED TRENCH)

REMOVE EAST. SS HANWHOLE (TYP)

Δ = 3872.55'
R = 430.00'
L = 286.80'

LIP OF CURB

EDGE OF PAVEMENT

BRG. N 55°25'27" W

DIST. 36.44'

MIN. SHALL BE 5' OF THE XS FOR FIRE



= "CITY FACILITIES"

EXHIBIT C

ROBERTSON PARK ROAD (PROPOSED)

**RECORDING REQUESTED BY
AND MAIL TO**

7931-386525

TO BE RECORDED AND WHEN RECORDED
RETURN TO:

Jones Hall, A Professional Law Corporation
650 California Street, 18th Floor
San Francisco, California 94108
Attention: William Madison, Esq.



2011183959

06/29/2011 08:30 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00



10 PGS

3P
10 JMW

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX UNDER SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES UNDER SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

CERTIFICATE OF TERMINATION

This CERTIFICATE OF TERMINATION (this "Certificate"), dated as of June 1, 2011, is executed and delivered by the City of Livermore, a municipal corporation duly organized and existing under the laws of the State of California (the "City"), the Governments of Livermore Financing Authority, a joint exercise of powers agency duly organized and existing under the laws of the State of California (the "Authority"), the Livermore Area Recreation and Park District, a recreation and park district duly organized and existing under the laws of the State of California (the "District"), and Zions First National Bank (the "Bank").

B A C K G R O U N D :

1. The City and the Authority previously entered into a Site Lease, dated as of September 1, 1989, by and between the City, as lessor, and the Authority, as lessee (the "1989 Site Lease"), which was recorded on September 27, 1989, as Instrument No. 89264594 in the Official Records of Alameda County, with respect to certain real property which is more particularly described in Appendix A attached hereto and by this reference incorporated herein (the "Property").

2. The District and the Authority previously entered into a Lease Agreement, dated as of September 1, 1989, by and between the Authority, as lessor, and the District, as lessee (the "1989 Lease"), which was recorded on September 27, 1989, as Instrument No. 89264595 in the Official Records of Alameda County, with respect to the Property.

3. The City and the Authority previously amended and restated the 1989 Site Lease by entering into the Amended and Restated Site Lease, dated as of April 1, 1998, by and between the City, as lessor, and the Authority, as lessee (the "1998 Site Lease"), which was recorded on April 13, 1998, as instrument No. 98121813 in the Official Records of Alameda County, with respect to the Property.

4. The District and the Authority previously amended and restated the 1989 Lease by entering into the Amended and Restated Lease Agreement, dated as of April 1, 1998, by and between the Authority, as lessor, and the District, as lessee (the "1998 Lease"), a memorandum of which was recorded on April 13, 1998, as instrument No. 98121814 in the Official Records of Alameda County, with respect to the Property.

5. The 1989 Site Lease, the 1989 Lease, the 1998 Site Lease and the 1998 Lease are referred to herein together as the "Leases."

6. Pursuant to an Assignment Agreement, dated as of April 1, 1998, by and between the Authority and the Bank, recorded concurrently with the 1998 Lease, the Authority agreed to assign and transfer to the Bank certain of the Authority's rights under the 1998 Lease.

7. All obligations under the Leases have been discharged in full.

CERTIFICATION:

Now, therefore, each of the City, the Authority, the District and the Bank represents, warrants and certifies as follows:

SECTION 1. Termination of Leases.

(a) Each of the City and the Authority hereby represents, warrants and certifies that the 1989 Site Lease and 1998 Site Lease have been terminated and discharged in accordance with their terms and are of no force and effect. The City and the Authority hereby terminate both the 1989 Site Lease and the 1998 Site Lease from the record.

(b) Each of the District and the Authority hereby represents, warrants and certifies that the 1989 Lease has been terminated and discharged in accordance with its terms and is of no force and effect. The District and the Authority hereby terminate the 1989 Lease from the record.

(c) Each of the District, the Authority and the Bank hereby represents, warrants and certifies that the 1998 Lease has been terminated and discharged in accordance with its terms and is of no force and effect. The District, the Authority and the Bank hereby terminate the 1998 Lease from the record.

SECTION 2. Applicable Law. This Certificate shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, each of the City, the Authority, the District and the Bank has caused this Certificate to be executed and delivered by its duly authorized officers, all as of the date first above written.

CITY OF LIVERMORE


By: 
Troy Brown
Assistant City Manger

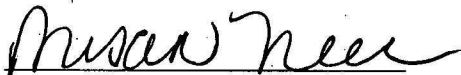
Attest:

By: 
Susan Neer
City Clerk

[Signature page 1 to Certificate of Termination]

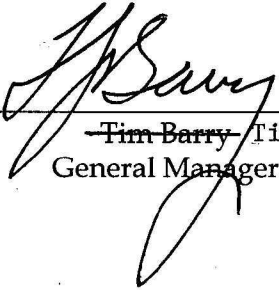
**GOVERNMENTS OF LIVERMORE
FINANCING AUTHORITY**

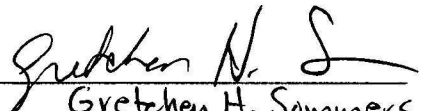
By 
Holly Brock-Cohn
Director of Administrative Service
City Treasurer

Attest 
Susan Neer
City Clerk

[Signature page 2 to Certificate of Termination]

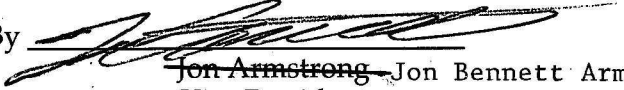
**LIVERMORE AREA RECREATION AND
PARK DISTRICT**

By  _____
~~Tim Barry~~ Timothy J. Barry
General Manager

Attest  _____
Gretchen H. Sommers
Administrative Assistant

[Signature page 3 to Certificate of Termination]

ZIONS FIRST NATIONAL BANK

By 
~~Jon Armstrong~~ Jon Bennett Armstrong
Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

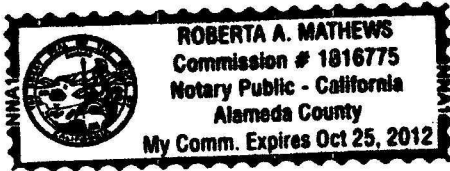
On June 22, 2011 before me, Roberta A Mathews, Notary Public

personally appeared Susan Neer, Troy Burns, Holly Brock-Cole

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.



Place Notary Seal Above

Signature Roberta A Mathews
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: Certificate of Termination

Document Date: _____ Number of Pages: _____

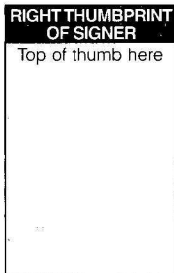
Signer(s) Other Than Named Above: _____

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: _____

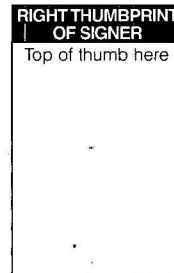
Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____



ALL-PURPOSE ACKNOWLEDGMENT

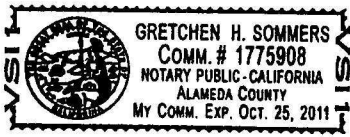
State of California

County of Alameda } SS.

On June 24, 2011, before me, Gretchen H. Sommers,
DATE Notary Public

personally appeared Timothy J. Barry, 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.

Gretchen H. Sommers
NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER _____ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: General Manager
LARPD

DESCRIPTION OF ATTACHED DOCUMENT

Certificate of Termination
TITLE OR TYPE OF DOCUMENT

5

NUMBER OF PAGES

6-1-11

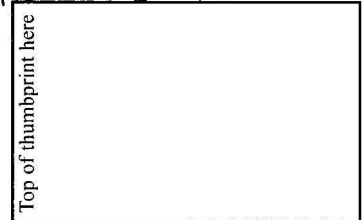
DATE OF DOCUMENT

City of Livermore, LARPD, GOLFA
Zions First National Bank
OTHER

SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

RIGHT
THUMBPRINT
OF
SIGNER



APPENDIX A

DESCRIPTION OF THE PROPERTY

The land referred to herein is situated in the State of California, County of Alameda, City of Livermore, and described as follows:

PARCEL ONE:

A portion of that parcel of land as described in the deed to John Pestana and Germaine Pestana, recorded January 31, 1968, in Reel 2118 at Image 72 of Official Records, Alameda County, California, being also a portion of Plot "J" as said Plot is shown on the "Map of the Rancho Las Positas", recorded July 16, 1873, in Book 95 of Deeds, at page 205, in the Office of the County Recorder of Alameda County, described as follows:

Commencing at the intersection of the eastern line of Plot No. 1, subdivision "J", Rancho Las Positas, said eastern line being parallel with the eastern line of Lot 6 in Block A and the direct extensions northerly and southerly thereof, as said Lot and Block are shown on the Map of "Tract 1984" etc., filed February 19, 1959, in Book 39 of Maps at page 51, in the Office of the County Recorder of Alameda County, and distant 20.50 feet easterly thereof, measured at right angles thereto with the northern line or East Avenue, 66 feet in width, and running thence along the northern line of East Ave., said line being also the southern line of that parcel of land described in the deed to the City of Livermore, recorded April 1, 1969, in Reel 2374 at Image 16 of Official Records of Alameda County, S 89° 38' 20" E, 630.00 feet to the southeastern corner of that parcel of land described in said City of Livermore deed and the actual point of beginning; thence continuing along the said northern line of East Avenue S 89° 38' 20" E 260 feet to the southeastern corner of that parcel of land described in said Pestana deed; thence northerly and westerly along the eastern and northern lines of that parcel of land described in said deed N 0° 21' 40" E 1508 feet and N 89° 38' 20" W 260 feet to the northeastern corner of that parcel of land described in said City of Livermore deed; thence S 0° 21' 40" W along the eastern line or that parcel of land described in said City of Livermore deed 1508 feet to the point of beginning.

Excepting from Parcels Five-A and Five-B an undivided fifty per cent (50%) interest to all gas, oil, or other mineral deposits situate and lying at a depth of 500 feet and more below the surface of the property herein described. There is hereby expressly excluded from said reservation any and all access to said gas, oil, or other mineral deposits through the surface of the property conveyed hereby or any point above 500 feet below said surface, so that any and all access to said gas, oil, or other mineral deposits must and can be had only from a point or points beyond the surface of the property conveyed and at least 500 feet below said surface of said property, as reserved in the Deed from Kate C. Haselhorst, recorded January 31, 1969, Reel 2118, Image 72, Official Records.

PARCEL TWO:

A portion of Plot "J", as said Plot is shown on the "Map of the Rancho Las Positas", recorded July 16, 1873 in Book 95 of Deeds, at page 205, in the Office of the County Recorder of Alameda County, described as follows:

Beginning at the intersection of the Eastern line of plot No. 1, Subdivision "J", Rancho

Las Positas, said eastern line being parallel with the eastern line of Lot 6 in Block B and the direct extensions northerly and southerly thereof, as said Lot and Block are shown on the map of "Tract 1984", etc., filed February 19, 1959, in Book 39 of Maps, at page 51, in the Office of the County Recorder of Alameda County, and distant 20.50 feet easterly thereof, measured at right angles thereto, with the northern line of East Avenue, 66 feet wide and running thence along the last named line South 89° 38' 20" East 630.00 feet; thence North 0° 21' 40" East 1508 feet to the southern line of the parcel of land conveyed to Livermore School District of Alameda County, State of California, a public corporation, by deed dated June 29, 1960, and recorded December 30, 1960, on Reel 235, Image 822 (AR/153714) of Official Records of Alameda County, thence along said line North 89° 38' 20" West 632.49 feet, more or less, to said east line of Plot No. 1; thence along the last named line South 0° 16' 00" West 1508 feet to the point of beginning.

APN: 099A-1400-002-06

(End of Legal Description)