

SPECIAL MEETING AGENDA
**UNION CITY STATION DISTRICT ECONOMIC
DEVELOPMENT CORPORATION**

**TUESDAY, NOVEMBER 29, 2011
6:30 PM**

**UNION CITY SPORTS CENTER
31224 UNION CITY BOULEVARD
UNION CITY CA 94587**

I. CALL TO ORDER

II. ORAL COMMUNICATIONS

Comments from the audience regarding the topic under consideration will be received. Persons wishing to speak must complete a speaker card available from the Corporation Secretary.

III. ACTIONS TO VALIDATE INCORPORATION

- Adopt a Resolution ratifying the actions of the Incorporator, approving the Articles of Incorporation for the Corporation and approving the Bylaws for the Corporation, appointing officers, authorizing the preparation and filing of applications for tax-exemption, approving a Conflict of Interest Code, and authorizing additional corporate actions
- Adopt a Resolution authorizing a Cooperative Agreement with the City of Union City pursuant to which the City will provide specified services for the Corporation, and the Corporation will reimburse the City for such services
- Adopt a Resolution authorizing the execution of a Disposition and Development Agreement pursuant to which the Corporation will accept the conveyance of Station District Properties from the City of Union City upon the satisfaction of specified conditions

IV. ADJOURNMENT



DATE: November 29, 2011

TO: Union City Station District Economic Development Corporation Board of Directors

FROM: Larry Cheeves, Interim Executive Director

SUBJECT: Corporate Organizational Actions, Approval of Cooperative Agreement and Disposition and Development Agreement with City of Union City

BACKGROUND

The Union City Station District Economic Development Corporation, a California nonprofit public benefit corporation, was formed to assist the City of Union City in implementing the Station District Plan. The Union City Station District Economic Development Corporation will lessen the burden of government and undertake activities that would otherwise be a government responsibility.

The purpose of the first meeting of the Corporation's Board of Directors is to:

1. Adopt a Resolution ratifying the actions of the Incorporator, approving the Articles of Incorporation for the Corporation and approving the Bylaws for the Corporation, appointing officers, authorizing the preparation and filing of applications for tax-exemption, approving a conflict of interest code, and authorizing additional corporate actions.
2. Adopt a resolution authorizing the execution of a Cooperative Agreement with the City of Union City pursuant to which the City will provide specified services to the Corporation, and the Corporation will reimburse the City for such services.
3. Adopt a resolution authorizing the execution of a Disposition and Development Agreement pursuant to which the Corporation will accept the conveyance of Station District Properties from the City of Union City upon the satisfaction of specified conditions.

DISCUSSION

Legal Counsel, acting as “incorporator,” filed incorporation papers for the Union City Station District Economic Development Corporation (the “Corporation”) with the California Secretary of State on November 23, 2011. The Secretary of State issued a certified copy of the Articles of Incorporation for the Corporation on November 28, 2011. Following formation of the Corporation, legal counsel, acting as the incorporator, adopted interim bylaws for the Corporation and appointed the members of the City Council as the interim Board of Directors of the Corporation. At this meeting, the Board of Directors is asked to consider adoption of a resolution that ratifies the actions of the incorporator, including approval of the Bylaws and the composition of the Board of Directors. In addition, the Board is asked to appoint officers, establish a fiscal year for the Corporation, authorize the application for state and federal tax-exempt status for the Corporation, adopt a conflict of interest code for the Corporation, and authorize additional organizational actions.

The Station District Plan was adopted by the City Council in 2001. The Station District Plan was incorporated in the General Plan in 2002. Since the adoption of the Station District Plan, the City of Union City and the Community Redevelopment Agency of the City of Union City have invested \$60 million in property acquisition, infrastructure, and improvements to BART to facilitate Transit Oriented Development. The local investment leveraged an additional \$75 million in grants from federal, state, regional, and county resources to provide infrastructure, amenities, and transportation improvements for the Station District.

The Corporation was formed to partner with the City of Union City to implement the Station District Plan. The Station District properties will be conveyed to selected developers upon satisfaction of specified conditions, including the developer’s receipt of entitlements, financing and other predevelopment requirements.

The City Council of the City of Union City will serve as the Board of Directors of the Corporation. The Board of Directors must comply with the Brown Act, meaning that all meetings must be publically noticed and held in public. The Board must adhere to the same conflict of interest codes as the City Council.

The Mayor would serve as the Chair of the Corporation. The Vice Mayor would serve as the Vice Chair, and the three City Council members would serve as Directors. The City Manager would be appointed as the Executive Director, the City Finance Director would serve as the Treasurer, and the City Clerk would be appointed as the Secretary.

The Board of Directors is asked to authorize legal counsel to file applications to obtain state and federal tax exempt status and to apply for exemption from property tax for property owned by the Corporation.

The Board of Directors is asked to enter into a Cooperative Agreement with the City pursuant to which the City would provide administrative services to the Corporation and the Corporation would reimburse the City for such services.

The Board of Directors is asked to enter into a Disposition and Development Agreement with the City pursuant to which the Station District properties would be conveyed to the Corporation when specified conditions are met.

As the owner of Station District properties and assets, the Corporation will assist the City in meeting its obligation with other public agencies to produce Transit Oriented Development, job centers, retail, and housing near BART. These obligations include:

1. Constructing 1,187 new residential units within ½ mile of the BART Station by 2030. This will result in 3,352 residential units will be within ½ mile of the BART Station thereby implementing Metropolitan Transportation Commission's (MTC) 2005 Resolution 3434 housing production requirements for the Dumbarton Rail Corridor.
2. Constructing the housing, job centers, community amenities, transit improvements, and parking program as described in the City's application to the Association of Bay Area Governments (ABAG), MTC, the Bay Area Air Quality Management District, and the Bay Conservation and Development Commission to be designated a Priority Development Area designation and authorized by City Council Resolution No. 3378-07. The ABAG Executive Committee designated the Union City Station District a Priority Development Area on November 15, 2007. Many subsequent grant applications required designation as a Priority Development Area as a precondition to applying for funding.
3. Implementing Transit Oriented Development in accordance with grants received from the Federal Transit Administration, Federal Highway Administration, Federal Economic Development Administration, Caltrans, California Pollution Control Financing Authority, Office of the State Treasurer, California Department of Housing and Community Development, MTC's Transportation for Livable Communities program, and the Alameda County Transportation Commission. The public agencies granted \$75 million to the Station District for technical studies, infrastructure, amenities, and transportation improvements. The Department of Housing and Community Development Transit Oriented Development grant and Infill Infrastructure grant require the construction of 187 market-rate residential units at a density of 75-units per acre by July 1, 2017.

FISCAL IMPACT

The Union City Station District Economic Development Corporation will adopt a budget at a future meeting.

RECOMMENDATION

Staff recommends that the Board of Directors:

1. Adopt a Resolution ratifying the actions of the Incorporator, approving the Articles of Incorporation for the Corporation and approving Bylaws for the Corporation, appointing officers, authorizing the preparation and filing of applications for tax-exemption, approving a conflict of interest code, and authorizing additional corporate actions.
2. Adopt a resolution authorizing the execution of a Cooperative Agreement with the City of Union City pursuant to which the City will provide specified services to the Corporation, and the Corporation will reimburse the City for such services
3. Adopt a resolution authorizing the execution of a Disposition and Development Agreement pursuant to which the Corporation will accept the conveyance of Station District Properties from the City of Union City upon the satisfaction of specified conditions.

Prepared by:

Mark Evanoff
Redevelopment Agency Manager

Submitted by:

Joan Malloy
Economic and Community Development Director

Approved by:

Larry Cheeves
Interim Executive Director

Exhibits:

Action of Incorporator

Articles of Incorporation

Bylaws

Cooperative Agreement with City of Union City to Provide Services and to Pay for
Services

Disposition and Development Agreement with City of Union City

**UNION CITY STATION DISTRICT ECONOMIC
DEVELOPMENT CORPORATION**

ACTION OF INCORPORATOR

The undersigned, as sole incorporator of Union City Station District Economic Development Corporation, a nonprofit public benefit corporation, hereby takes the following action pursuant to Section 5134 of the California Corporations Code:

RESOLVED, that the Bylaws of Union City Station District Economic Development Corporation, in the form attached hereto and incorporated herein by reference, are hereby adopted and approved and shall stand as the Bylaws of this Corporation until valid amendment thereof.

FURTHER RESOLVED, that pursuant to the foregoing Bylaws, the members of the City Council of the City of Union are hereby appointed as the initial directors of the Corporation.

IN WITNESS WHEREOF, the undersigned sole incorporator has taken this action by written consent as of _____, 2011.

By _____
Susan E. Bloch, Incorporator

Exhibit A

BYLAWS
(Attach Bylaws)

NOV 23 2011

ARTICLES OF INCORPORATION

of

UNION CITY STATION DISTRICT ECONOMIC DEVELOPMENT CORPORATION
a California nonprofit public benefit corporation

I.

The name of this corporation is Union City Station District Economic Development Corporation.

II.

A. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes.

B. The specific purposes of this corporation are to lessen the burdens of government by undertaking physical, economic, educational, development, redevelopment, and revitalization efforts within the Station District of the City of Union City (the "City") consistent with the Union City Station District Plan adopted in 2001 and subsequently incorporated into the General Plan of the City, so as to foster transit oriented development, assist the City to meet its housing, infrastructure and development goals consistent with the Station District Plan and the requirements of local, regional, state and federal governmental and quasi-governmental agencies that have provided financing for implementation of the Station District Plan, expand employment, educational, recreational, commercial and housing opportunities for businesses and residents, and to carry out other public and charitable activities associated with such specific purposes as allowed by law; to develop, finance, rehabilitate, own or operate decent, safe and sanitary housing; to utilize private and public funding sources to combat community blight and deterioration and contribute to the physical improvement of the City; to provide and expand economic opportunities for low and moderate-income households in the City; to encourage and stimulate economic development within the City; to implement and assist the City in development activities and programs that will create economic opportunities, create jobs, improve community recreational and public facilities, improve access to public transit; and to solicit and receive contributions, grants, donations, bequests, including all kinds of funds, securities and property, both real, personal and mixed, tangible or intangible, vested or contingent, in order to carry out the purposes of the corporation.

III.

A. This corporation is organized and operated exclusively for charitable purposes within the meaning of Internal Revenue Code Section 501(c)(3) or the corresponding provision of any future federal tax code.

B. Notwithstanding any other provision of these articles, the corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that do not further the purposes of the corporation, and the corporation shall not carry on any other activities

not permitted to be carried on by (i) a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future federal tax code, or (ii) a corporation, contributions to which are deductible under Internal Revenue Code Section 170(c)(2) or the corresponding provision of any future federal tax code.

C. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

IV.

The name and address in the State of California of this corporation's initial agent for service of process is:

Name: Larry Cheeves

Address: 34009 Alvarado-Niles Road, Union City, CA 94587.

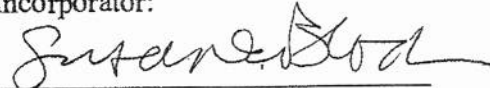
V.

A. The property of this corporation is irrevocably dedicated to public and charitable purposes, and no part of the net earnings of this corporation shall ever inure to the benefit of any of its directors, officers or members or to the benefit of any private person.

B. Upon the dissolution and winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts, obligations and liabilities of this corporation shall be distributed to the City of Union City for a public purpose, or to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Internal Revenue Code section 501(c)(3) or the corresponding section of any future federal tax code, which has been designated by the City of Union City to receive such assets and which is organized and operated for a charitable purpose meeting the requirements of California Revenue and Taxation Code Section 214.

Dated: November 23, 2011

Incorporator:



Susan E. Bloch



I hereby certify that the foregoing transcript of 2 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

NOV 28 2011

Date: _____

Debra Bowen
DEBRA BOWEN, Secretary of State

BYLAWS

OF

**UNION CITY STATION DISTRICT ECONOMIC DEVELOPMENT
CORPORATION**

A California Nonprofit Public Benefit Corporation

ARTICLE I - NAME AND OFFICES

1.1 Name. The name of this corporation is Union City Station District Economic Development Corporation (hereinafter, the “Corporation”).

1.2 Principal Office. The principal office of the Corporation shall initially be located at 34009 Alvarado-Niles Road, Union City, in Alameda County, California. The board of directors of the Corporation (hereinafter, the “Board of Directors”) may change the location of the principal office to another location within the City of Union City. Any such change of address will be noted by the Secretary of the Corporation in these Bylaws. The fixing or changing of such address shall not be deemed an amendment to these Bylaws.

1.3 Other Offices. The Board of Directors may establish branch or subordinate offices at any time and at any place within the City of Union City (hereinafter, the “City”).

ARTICLE II – PURPOSES, OBJECTIVES AND POWERS; LIMITATIONS

2.1 Public and Charitable Purpose; Nonpartisan Activities. The Corporation has been formed under the California Nonprofit Public Benefit Corporation Law for charitable and public purposes. No substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. The Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the public and charitable purposes described in its Articles of Incorporation. Notwithstanding any other provision of these Bylaws, no director, officer, employee or agent of the Corporation shall take any action or carry on any activity by or on behalf of the Corporation not permitted to be carried on by an organization exempt from Federal income tax under Section 501(3) of the Internal Revenue Code or by an organization to which contributions are deductible under Section 170(0)(2) of the Internal Revenue Code.

2.2 Purpose and Objectives. The mission of the Corporation is to lessen the burdens of government by undertaking physical, economic, educational, development, redevelopment, and revitalization efforts within the Station District of the City of Union City consistent with the Union City Station District Plan adopted in 2001 and subsequently incorporated into the General Plan of the City, so as to foster transit oriented development, assist the City to meet its housing, infrastructure and development goals consistent with the Station District Plan and the requirements of local, regional, state and federal governmental and quasi-governmental agencies that have provided financing for implementation of the Station District Plan, expand employment, educational, recreational, commercial and housing opportunities for businesses and residents, and to carry out other public and charitable activities associated with such specific purposes as allowed by law; to develop, finance, rehabilitate, own or operate decent, safe and sanitary housing; to utilize private and public funding sources to combat community blight and deterioration and contribute to the physical improvement of the City; to provide and expand economic opportunities for low and moderate-income households in the City; to encourage and stimulate economic development within the City; to implement and assist the City in development activities and programs that will create economic opportunities, create jobs, improve community recreational and public facilities, improve access to public transit; and to solicit and receive contributions, grants, donations, bequests, including all kinds of funds, securities and property, both real, personal and mixed, tangible or intangible, vested or contingent, in order to carry out the purposes of the corporation.

ARTICLE III – DEDICATION OF ASSETS

The property of the Corporation is irrevocably dedicated to public and charitable purposes, and no part of the net earnings of the Corporation shall ever inure to the benefit of any of its directors, officers or members or to the benefit of any private person. Upon the dissolution and winding up of the Corporation, its assets remaining after payment, or provision for payment, of all debts, obligations and liabilities of this corporation shall be distributed to the City of Union City for a public purpose, or to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Internal Revenue Code section 501(c)(3) or the corresponding section of any future federal tax code, which has been designated by the City of Union City to receive such assets and which is organized and operated for a charitable purpose meeting the requirements of California Revenue and Taxation Code Section 214.

ARTICLE IV – MEMBERS

4.1 No Members. The Corporation shall have no “members” as that term is defined by California Corporations Code Section 5056, and shall be governed solely by its Board of directors in accordance with these Bylaws. Pursuant to California Corporations Code Section 5310, any action which would otherwise require approval by a majority of all members, shall instead require the approval of a majority of the Board of Directors.

ARTICLE V - DIRECTORS

5.1 Powers. Subject to the limitations stated in the Articles of Incorporation, these Bylaws, the California Nonprofit Public Benefit Corporation Law, and all other applicable laws, all corporate powers shall be exercised by or under the direction of, and the business and affairs of the Corporation shall be managed by, the Board of Directors.

5.2 Number of Directors; Designation, Tenure; Vacancies. The Corporation shall have five (5) directors. The individuals who serve as the members of the City Council of the City of Union City (the "City Council") shall constitute the members of the Board of Directors of the Corporation, and each member of the City Council shall be and remain a member of the Board of Directors of the Corporation for so long as he or she remains a member of the City Council.

5.3 Compensation. Directors shall serve without compensation, but each director may be reimbursed his or her necessary and actual expenses, including travel incident to his or her services as director, subject to any rules that may be imposed upon the adoption of a reimbursement policy by the Board of Directors. Any director may decline such reimbursement.

5.4 Restriction on Interested Directors. Not more than forty-nine percent (49%) of the persons serving on the Board at any time may be interested persons. An interested person is (a) any person compensated by the Corporation for services rendered to it other than those performed as a director within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. Any violation of the provisions of this paragraph shall not, however, affect the validity or enforceability of any transaction entered into by the Corporation.

5.5 Nonliability for Debts. The private property of the directors shall be exempt from execution or other liability for any debts, liabilities or obligations of the Corporation, and no director shall be liable or responsible for any debts, liabilities or obligations of the Corporation.

5.6 Indemnity by Corporation for Litigation Expenses of Officers and Directors. To the fullest extent permitted by law, the Corporation shall indemnify any present or former director, officer, employee or other "agent" of the corporation, as that term is defined in California Corporations Code Section 5238(a), against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that Section, and including an action by or in the right of the Corporation, by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in California Corporations Code Section 5238(a). Expenses incurred in defending any proceeding may be advanced by the Corporation as authorized in Section 5238 prior to the final disposition of such proceeding, upon receipt of an undertaking by or on behalf of the director or officer to repay such amount unless it shall be ultimately determined that the director or officer is entitled to be indemnified.

5.7 Insurance. The Corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees, and

other agents, against any liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising out of the officer's, director's, employee's or agent's status as such. The Corporation may obtain liability insurance or the equivalent of insurance which covers the directors and executive officers issued either in the form of a general liability policy or a director's and officer's liability policy consistent with the requirements of California Corporations Code Section 5239.

ARTICLE VI – MEETINGS OF THE BOARD OF DIRECTORS

6.1 Ralph M. Brown Act. All meetings of the Board, including, without limitation, regular, adjourned regular, special, and adjourned special meetings of the Board of Directors shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code), or any successor legislation hereinafter enacted (the "Brown Act").

6.2 Regular Meetings. The Board of Directors may provide by resolution the time and place for the holding of regular meetings of the Board of Directors. If the Chair of the Board determines that there is no business required to be transacted by the Board of Directors at any such regular meeting, such regular meeting shall not be required to be held. Notice of regular meetings of the Board of Directors shall be given in accordance with Section 6.1 and 6.6 of these Bylaws and shall state the time and place of the meeting and the business to be transacted.

6.3 Special Meetings. Subject to the provisions of Section 6.1 of these Bylaws, special meetings of the Board of Directors may be held whenever called by the Chair of the Board or any two (2) directors of the Corporation. Notice of special meetings shall be given in accordance with Section 6.1 and 6.6 of these Bylaws and shall state the time and place of the meeting and the business to be transacted.

6.4 Place of Meetings. Subject to the provisions of Section 6.1 of these Bylaws, meetings of the Board of Directors shall be held at any place within or without the state of California which may be designated in the notice of the meeting. In the absence of such designation, meetings of the Board of Directors shall be held at the principal office of the Corporation.

6.5 Telephonic Meetings. Provided that all requirements of the Brown Act are satisfied, members of the Board of Directors may participate in a regular or special meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can communicate with each other concurrently and each member is provided the means of participating in all matters before the Board, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the Corporation.

6.6 Notice of Meetings. Notice of any meeting of the Board of Directors shall be delivered to the directors and publicly posted pursuant to the Brown Act not less than seventy-two (72) hours prior to each regular meeting and not less than twenty-four (24) hours prior to each special meeting. Notice to the directors may be communicated in person or by first-class or

express mail (provided however, at least four (4) days notice shall be required if delivered by regular mail), telephone, including a voice messaging system, email, facsimile or other electronic means of communication.

6.7 No Action Without Meeting. The Board of Directors may not take any action by unanimous written consent or in any other manner without a meeting and without prior notice as required by this Article VI.

6.8 Quorum. A majority of the authorized number of directors shall constitute a quorum for the transaction of business. Every action taken or decision made by a majority of the directors present at a meeting duly held at which a quorum is present shall be the act of the Board of Directors, unless the Articles, these Bylaws, or the California Nonprofit Public Benefit Corporation Law specifically requires a greater number. In the absence of a quorum at any meeting of the Board of Directors, a majority of the directors present may adjourn the meeting as provided in Section 6.9 of these Bylaws. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of enough directors to leave less than a quorum, if any action taken is approved by at least a majority of the required quorum for such meeting.

6.9 Adjournment. Subject to the provisions of Section 6.1 of these Bylaws, any meeting of the Board of Directors, whether or not a quorum is present, may be adjourned to another time and place by the vote of a majority of the directors present. If the meeting is adjourned for more than 24 hours, notice of any adjournment to another time or place shall be given, prior to the time of the adjourned meeting, to the directors who were not present at the time of the adjournment.

ARTICLE VII - COMMITTEES

7.1 Committees of the Board of Directors. The Board of Directors may, by resolution designate committees, consisting of two (2) or more directors to serve at the pleasure of the Board. Such committees shall have such power and authority as may be determined by resolution of the Board of Directors, subject to the limitations imposed on such power and authority by the Nonprofit Corporation Law or the Articles. No committee shall have authority to bind the Corporation in a contract or agreement or expend corporate funds.

7.2 Advisory Committees. The Board of Directors may establish one or more Advisory Committees to the Board. The members of any Advisory Committee may consist of directors and non-directors. Advisory Committees may not exercise the authority of the Board to make decisions on behalf of the Corporation, but shall be limited to making recommendations to the Board and to implementing Board decisions and policies. Advisory Committees shall be subject to the supervision and control of the Board.

7.3 Meetings and Actions of Committees. Meetings and actions of all committees, except advisory committees (unless otherwise required by the Brown Act), shall be governed by, and held and taken in accordance with, the provisions of Article 6 of these bylaws, concerning meetings and actions of directors, with such changes in the context of those bylaws as are

necessary to substitute the committee and its members for the Board and its members, except that the time for regular meetings of committees may be determined either by resolution of the Board or by resolution of the committee. Special meetings of committees may also be called by resolution of the Board, by the chair of such committee or by a majority of the members of such committee. Notice of special meetings of committees shall also be given to any and all alternate members, who shall have the right to attend all meetings of the committee.

7.4 Minutes and Reports. Each committee shall keep regular minutes of its proceedings, which shall be filed with the Secretary of the Corporation. All action by any committee shall be reported to the Board of Directors at the next meeting thereof, and shall be subject to revision and alteration by the Board of Directors.

ARTICLE VIII - OFFICERS AND EMPLOYEES

8.1 Officers. The officers of the Corporation shall be a Chair of the Board, Vice-Chair, a Chief Financial Officer who shall hold title of Treasurer, and a Secretary. The same person may hold any number of offices, except that neither the Secretary nor the Chief Financial Officer may serve concurrently as the Chair of the Board. In addition, the Corporation shall have an Executive Director.

8.2 Appointment of Officers. The officers of the Corporation shall be appointed as follows: the Chair of the Board shall be the Mayor of the City of Union City, the Vice-Chair of Board shall be the Vice Mayor of the City of Union City, the Treasurer shall be the Finance Director of the City of Union City, and the Secretary shall be the City Clerk of the City of Union City. The Executive Director of the Corporation shall be the City Manager of the City of Union City.

8.3 Subordinate Officers. The Board of Directors may appoint such other officers as the business of the Corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are required in these Bylaws or as the Board of Directors may from time to time determine. Subordinate officers of the Corporation, if any, shall be appointed by the Board of Directors to a one-year term.

8.4 Resignation. Any officer may resign at any time by giving written notice to the Board, subject to the rights, if any, of the Corporation under any contract to which the officer is a party, Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.5 Removal of Officers. Any officer may be removed, either with or without cause, by a majority of the directors then in office at any regular or special meeting of the Board of Directors, or by any officer upon whom such power of removal may be conferred by the Board of Directors.

8.6 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to such office.

8.7 Chair of the Board. The Chair of the Board shall, if present, preside at all meetings of the Board of Directors and exercise and perform such other powers and duties as may be, from time to time, assigned to the Chair of the Board by the Board of Directors or prescribed by these Bylaws.

8.8 Vice-Chair. If the Chair of the Board is absent or disabled, the Vice-Chair shall perform all duties of the Chair. When so acting, the Vice-Chair shall have all powers of and be subject to all restrictions on the Chair. The Vice-Chair shall have such other powers and duties as the Board or the Bylaws may require.

8.9 Executive Director. The Executive Director shall be the City Manager of the City of Union City. Subject to the control, advice and consent of the Board, the Executive Director shall be responsible for the day-to-day administration of the Corporation, and shall be authorized to employ and discharge employees and agents of the Corporation; contract, receive, deposit, disburse and account for funds of the corporation; execute in the name of the Corporation all contracts and other documents authorized, either generally or specifically, by the Board to be executed by the Corporation; and negotiate all material business transactions of the Corporation.

8.10 Secretary. The Secretary shall keep, or cause to be kept, a book of minutes in written form of the proceedings of the Board of Directors and committees of the Board of Directors. Such minutes shall include all waivers of notice, consents to the holding of meetings or approvals of the minutes of meetings executed pursuant to these Bylaws or the Nonprofit Corporation Law. The Secretary shall give, or cause to be given, notice of all meetings of the Board of Directors required by these Bylaws or by law to be given, and shall cause the seal of the Corporation to be kept in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

8.11 Treasurer/Chief Financial Officer. The Treasurer/Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of account or the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings and other matters customarily included in financial statements. The Treasurer/Chief Financial Officer shall deposit, or cause to be deposited, all monies and other valuables in the name and to the credit of the Corporation with such depositaries or depositories as may be designated by the Board of Directors. The Treasurer/Chief Financial Officer shall disburse, or cause to be disbursed, the funds of the Corporation as may be ordered by the Board of Directors, and shall render to the Chair, the Executive Director and the directors whenever they request it, an account of all of the Treasurer's/Chief Financial Officer's transactions as Treasurer/Chief Financial Officer, and of the financial condition of the Corporation.

ARTICLE IX - BOOKS AND RECORDS.

9.1 Maintenance of Articles and Bylaws. The Corporation shall keep at its principal office the original or a copy of its Articles of Incorporation and Bylaws as amended to date and all applications and information returns filed in connection with obtaining and maintaining state and federal tax-exempt status.

9.2 Maintenance and Inspection of Other Corporate Records. The Corporation shall keep adequate and correct books and records of accounts, written minutes of the proceedings of the Board and committees of the Board, and a record of each director's name and address. All such records shall be kept at the principal office of the Corporation. The minutes shall be kept in written or typed form, and other books and records shall be kept either in written or typed form or in any other form capable of being converted into written, typed, or printed form.

9.3 Inspection Rights. Every director shall have the absolute right at any reasonable time to inspect, copy and make extracts of, in person or by agent or attorney, all corporate books, records and documents of every kind and to inspect the physical properties of the Corporation.

9.4 Annual Report. The Board of Directors shall cause an annual report (hereinafter the "Annual Report") to be sent to the directors not later than one hundred twenty (120) days after the close of the Corporation's fiscal year. The Annual Report shall contain in appropriate detail the following:

- A. The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year;
- B. The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- C. The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, during the fiscal year;
- D. The expenses or disbursements of the Corporation, for both general and restricted purposes, during the fiscal year; and
- E. Any information required by Section 6322 of the Nonprofit Corporation Law concerning certain self dealing transactions, indemnifications or advances took place during the fiscal year.

The Annual Report shall be accompanied by any report thereon of independent accountants or, if there is no such report, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the books and records of the Corporation.

9.5 Audits. The Corporation shall obtain a financial audit for any fiscal year in which it receives or accrues gross revenue of \$2 million or more, excluding grant or contract income from any governmental entity for which the governmental entity requires an accounting. Any

audited financial statements obtained by the Corporation, whether or not required by law, shall be made available for inspection by the Attorney General and by the general public within nine (9) months after the close of the fiscal year to which the statements relate. For three (3) years, such statements (a) shall be available at the Corporation's principal offices during regular business hours, and (b) shall be made available either by mailing a copy to any person who so requests in person or in writing, or by posting them on the Corporation's website.

ARTICLE X - CONSTRUCTION AND DEFINITIONS

Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the California Nonprofit Public Benefit Corporation Law as amended from time to time shall govern the construction of these bylaws. If any competent court of law shall deem any portion of these bylaws invalid or inoperative, then so far as is reasonable and possible: (i) the remainder of these bylaws shall be considered valid and operative; and (ii) effect shall be given to the intent manifested by the portion deemed invalid or inoperative.

ARTICLE XI - CORPORATE SEAL AND FISCAL YEAR.

11.1 Corporate Seal. The Board may adopt, use and alter a corporate seal. The seal shall be kept at the principal office of the corporation. Failure to affix the seal to any corporate instrument, however, shall not affect the validity of that instrument.

11.2 Fiscal Year. The fiscal year of the Corporation shall be determined, and may be changed, by resolution of the Board of Directors.

ARTICLE XII - AMENDMENTS

New bylaws may be adopted or these bylaws may be amended or repealed by the affirmative vote of a majority of the Board of Directors or by the written consent thereof, except as otherwise provided by law or by the Articles. Notwithstanding the foregoing, amendment of these bylaws shall require the approval of a majority of the authorized number of directors

CERTIFICATE OF SECRETARY

I, _____ hereby certify that:

I am the duly elected and acting Secretary of the Union City Station District Economic Development Corporation, a California nonprofit public benefit corporation; and

The foregoing Bylaws consisting of nine (9) pages are the Bylaws of this Corporation as adopted by the Board of Directors on _____, 2011, and these Bylaws have not been amended or modified since that date.

Executed on _____, 2011, at Union City, California.

, Secretary

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (this “**Agreement**”), dated as of November 29, 2011 (“**Effective Date**”), is entered into by and between the City of Union City, a municipal corporation (“**City**”), and the Union City Station District Economic Development Corporation, a California nonprofit public benefit corporations (the “**Corporation**”). The City and the Corporation are hereinafter collectively referred to as the “**Parties.**”

RECITALS

WHEREAS, the City adopted the Union City Station District Plan (the “**Station District Plan**”) in 2001, and subsequently incorporated the Station District Plan into the General Plan of the City;

WHEREAS, the goal of the Station District Plan is to foster transit-oriented development, including residential, commercial, retail, recreational, and public uses within the Station District and in the vicinity of the Union City BART Station;

WHEREAS, the Corporation has been established as a nonprofit public benefit corporation under the laws of the State of California for public and charitable purposes, and has been structured to qualify for, and shall apply for tax-exemption under federal and state law;

WHEREAS, the principal purpose of the Corporation is to lessen the burden of government by supporting the implementation of the Station District Plan and by assisting the City to meet its housing, infrastructure and development goals consistent with the Station District Plan and the requirements of local, regional, state and federal governmental and quasi-governmental agencies that have provided financing for implementation of the Station District Plan;

WHEREAS, the City owns certain real property located in the Station District and more particularly described in Exhibit A attached hereto and incorporated herein (the “**Property**”);

WHEREAS, pursuant to the Disposition and Development Agreement and the grant deed pursuant to which the City acquired the Property, the City is obligated to use the Property solely for purposes consistent with the City’s General Plan, the Redevelopment Plan adopted by the Community Redevelopment Agency of the City of the Union City (the “**Redevelopment Plan**”), the implementation plan adopted in connection with the Redevelopment Plan, and the documents pertaining to the Infill Infrastructure Grant and Transit-Oriented Development Grant provided by the State Department of Housing and Community Development to fund certain public improvements within the Station District;

WHEREAS, to facilitate the redevelopment of the Property consistent with the foregoing requirements, and to ensure compliance with the requirements of local, regional, state and federal governmental and quasi-governmental agencies that have provided financing for implementation of the Station District Plan, the City desires to convey the Property to the Corporation, and the

Corporation desires to acquire the Property from City, subject to the terms and conditions set forth herein;

WHEREAS, the purpose of this Agreement is to effectuate the Station District Plan by providing for the redevelopment of the Property as more particularly set forth herein;

WHEREAS, the City has determined that the disposition and development of the Property pursuant to this Agreement is consistent with the Station District Plan and the City's General Plan and will further the goals of such plans by providing for residential, retail and commercial development in the Station District; and

WHEREAS, the City Council and the Board of Directors of the Corporation have each approved the conveyance of the Property as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Conveyance. City shall convey to the Corporation, and the Corporation shall acquire from City, the Property in accordance with the terms, covenants and conditions set forth herein.
2. Purchase Price. The purchase price for the Property ("**Purchase Price**") shall be One Dollar (\$1.00) per parcel, for a total Purchase Price of Seven Dollars (\$7.00).
3. Payment of Purchase Price. The Corporation shall pay the Purchase Price to City in cash on the Closing Date for the Corporation's acquisition of each parcel comprising the Property.
4. Conveyance of Title; Closing. Conveyance of the Property shall be accomplished by the execution, delivery, and recordation of one or more grant deeds substantially in the form attached hereto as Exhibit B (the "**Grant Deeds**"). Unless this Agreement is terminated pursuant to the terms hereof or extended by mutual written consent of the Parties, the closing date for conveyance of each parcel comprising the Property ("**Closing Date**") shall be a date mutually agreeable to the Parties, but shall not be later than the date upon which (a) a developer has been selected for development of the applicable parcel(s), (b) the Corporation has entered into a Disposition and Development Agreement, Ground Lease, or similar agreement with the selected developer setting forth the terms and conditions for development of the applicable parcel(s), and (c) all conditions precedent to the conveyance of the applicable parcel(s) to the selected developer as set forth in such agreement have been satisfied. On the Closing Date: (i) the Corporation shall pay the Purchase Price for the applicable parcel(s) to City; (ii) the City shall execute and deliver the Grant Deed(s) to the Corporation; and (iii) the Corporation shall cause the Grant Deed(s) to be recorded in the Official Records of Alameda County, California. Possession of the applicable parcel(s) shall be delivered to the Corporation on the Closing Date.

4.1 Leaseback or License. If any parcel(s) comprising the Property are conveyed by City to the Corporation in advance of the date upon which the Corporation intends to convey such parcel(s) to a third party for development, City and the Corporation shall enter into one or more

leases or license agreements pursuant to which the City shall be entitled to continue to operate facilities and equipment located on such parcel, including without limitation parking facilities and parking meters, and the City shall be entitled to retain all net revenue derived from the operation of such facilities and equipment.

5. Prorations; Closing Costs. Property taxes or payments in lieu of taxes (if any are applicable to the Property) shall be prorated as of the Closing Date based upon the most recent tax bill available, including any such payments which may accrue or property taxes which may be assessed after the Closing Date but which pertain to the period prior to the transfer of title to the Property to the Corporation, regardless of when or to whom notice thereof is delivered. Any bond or assessment that constitutes a lien on the Property as of the Closing Date shall be assumed by the Corporation. Subject to the provisions of Section 4.1 above and any license or lease agreement executed by and between the City and the Corporation, rents payable under any leases existing prior to the Closing Date, and any utility and sewer service charges shall be prorated as of the Closing Date. City shall pay all recording fees, transfer taxes, escrow fees and closing costs incurred in connection with the conveyance of the Property to the Corporation and the cost of any policy of title insurance the Corporation elects to obtain in connection with the transactions contemplated hereby.

6. AS-IS Sale. The Corporation acknowledges and agrees that: (i) prior to the Closing Date, in the Corporation's discretion, the Corporation shall inspect the Property and examine the legal, environmental, zoning, land use, seismic, title, survey and physical characteristics and condition of the Property; (ii) by purchasing the Property, the Corporation shall be deemed to have approved of all such characteristics and conditions; (iii) the Property is to be purchased, conveyed to, and accepted by the Corporation in its present condition, "AS IS", "WHERE IS" AND WITH ALL FAULTS, and no patent or latent defect or deficiency in the condition of the Property whether or not known or discovered, shall affect the rights of either City or the Corporation hereunder, nor shall the Purchase Price be reduced as a consequence thereof.

7. City's Covenants. City covenants that from the Effective Date and through the Closing Date, City: (i) shall not permit any liens, encumbrances, or easements to be placed on the Property without the consent of the Corporation; (ii) shall not enter into any agreement regarding the sale, rental, management, repair, improvement, or any other matter affecting the Property that would be binding on the Corporation or the Property after the Closing Date without the prior written consent of the Corporation; (iii) shall not permit any act of waste or act that would tend to diminish the value of the Property for any reason, except that caused by ordinary wear and tear; and (iv) shall maintain the Property in its condition as of the Effective Date, ordinary wear and tear excepted, and shall manage the Property substantially in accordance with City's established practices.

8. Damage and Destruction. In the event of any damage or other loss to the Property, or any portion thereof, caused by fire, flood or other casualty prior to the Closing Date in an amount not exceeding \$50,000, the Corporation shall not be entitled to terminate this Agreement, but shall be obligated to purchase the Property as provided in this Agreement, without abatement in the Purchase Price, provided that City shall: (i) assign and transfer to the Corporation all of City's rights under any insurance policy covering the damage or loss, and all claims for monies payable from City's insurer(s) in connection with the damage or loss, and (ii) pay to the Corporation on the Closing Date the amount of City's deductible under the insurance policy or policies covering the damage or loss.

In the event of damage or destruction of the Property or any portion thereof prior to the Closing Date in an amount in excess of \$50,000, the Corporation may elect either to terminate this Agreement upon written notice to City, or to consummate the purchase of the Property, in which case City shall (i) assign and transfer to the Corporation all of City's rights under any insurance policy covering the damage or loss, and all claims for monies payable from City's insurer(s) in connection with the damage or loss, and (ii) pay to the Corporation on the Closing Date the amount of City's deductible under the insurance policy or policies covering the damage or loss. If the Corporation elects to terminate this Agreement, all funds and documents deposited into escrow by or on behalf of the Corporation shall be returned to the Corporation, and all rights and obligations hereunder shall terminate.

9. Condemnation. If prior to Close of Escrow, a material portion of the Property is taken by eminent domain (or an action of eminent domain has been commenced against all or any portion of the Property), upon City's receipt of notice thereof City shall promptly notify the Corporation of such fact, and the Corporation shall have the option to terminate this Agreement upon notice to City given not later than ten (10) days after the Corporation's receipt of City's notice. If the Corporation elects to terminate this Agreement, all funds and documents deposited into escrow by or on behalf of the Corporation shall be returned to the Corporation, and all rights and obligations hereunder shall terminate.

If the Corporation does not exercise such option to terminate this Agreement, City shall assign to the Corporation on the Closing Date, and the Corporation shall be entitled to negotiate for, receive, and keep, all awards, and rights to receive future awards, for such taking by eminent domain, and the transaction contemplated by this Agreement shall be consummated pursuant to the terms hereof, without any reduction of the Purchase Price.

10. Restrictions on Use. The Corporation pledges that the Corporation shall use, and shall permit the Property to be used and developed, solely for purposes consistent with, and in accordance with the requirements set forth in the Station District Plan, the Redevelopment Plan, the implementation plan adopted in connection with the Redevelopment Plan, and the City's General Plan. Furthermore, City pledges that the Corporation shall use, and shall permit the Property to be used and developed, solely for purposes consistent with the requirements of the Standard Agreements and Disbursement Agreements executed or to be executed by and among the City, MidPen Housing Corporation, and the State of California Department of Housing and Community Development ("**HCD**") in connection with funds provided pursuant to HCD's Infill Infrastructure Grant Program and Transit-Oriented Development Program, and consistent with the requirements of all other local, regional, state and federal governmental and quasi-governmental agencies that have provided financing for implementation of the Station District Plan.

The requirements of this Section 10 shall be included in the Grant Deeds conveying the Property to the Corporation, shall constitute covenants running with the land, shall be binding on successors, and shall survive the Close of Escrow and the termination of this Agreement.

11. Restrictions on Use of Proceeds. The Corporation agrees that the Corporation shall deposit all proceeds that the Corporation receives from the sale or lease of the Property, or any part thereof into a restricted Station District Fund, and shall use such proceeds solely for the construction,

installation and maintenance of public improvements within the Station District Area and the repayment to City for funds advanced and services provided to the Corporation pursuant to that certain Cooperative Agreement dated as of November 29, 2011 and executed by and between the City and the Corporation. The requirements of this Section 11 shall be included in the Grant Deeds conveying the Property to the Corporation, and shall survive the Close of Escrow and the termination of this Agreement.

12. Obligation to Refrain from Discrimination. The Corporation shall not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. The Corporation covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or part thereof, nor shall the Corporation or any person claiming under or through the Corporation establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Property or part thereof. The Corporation shall include such provision in all deeds, leases, contracts and other instruments executed by the Corporation, and shall enforce the same diligently and in good faith.

All deeds, leases or contracts made or entered into by the Corporation, its successors or assigns, as to any portion of the Property or the improvements located thereon shall contain the following language:

(a) In Deeds, the following language shall appear:

“(1) Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of a person or of a group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.

“(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and

799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

(b) In Leases, the following language shall appear:

“(1) The lessee herein covenants by and for the lessee and lessee’s heirs, personal representatives and assigns, and all persons claiming under the lessee or through the lessee, that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the property herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination of segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the property herein leased.

“(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

(c) In Contracts, the following language shall appear:

“There shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to selection, location, number, use or occupancy of tenants, lessee, subtenants, sublessees or vendees of the land.”

13. Defaults and Remedies.

13.1 Default. An event of default (“**Event of Default**”) shall arise hereunder if either Party fails to keep, observe, or perform any of its covenants, duties, or obligations under this Agreement, and the default continues for a period of thirty (30) days, or in the case of a default which cannot with due diligence be cured within thirty (30) days, the defaulting Party fails to commence to cure the default within thirty (30) days of such default and thereafter fails to prosecute the curing of such default with due diligence and in good faith to completion within not more than ninety (90) days.

13.2 Remedies. Upon the occurrence of an Event of Default, in addition to pursuing any other remedy allowed at law or in equity or otherwise provided in this Agreement, the non-defaulting Party may bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking to obtain any other remedy consistent with the purpose of this Agreement, and may pursue any and all other remedies available under this Agreement or under law or equity to enforce the terms of this Agreement.

13.3 Remedies Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different time, of any other rights or remedies for the same or any other default by the other Party.

13.4 Inaction Not a Waiver of Default. No failure or delay by either Party in asserting any of its rights and remedies as to any default shall operate as a waiver of such default or of any such rights or remedies, nor deprive either Party of its rights to institute and maintain any action or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies in the same or any subsequent default.

14. Miscellaneous.

14.1 Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

(i) personal delivery, in which case notice is effective upon delivery;

(ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or

(iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

To the Corporation: Union City Station District Economic Development Corporation
34009 Alvarado-Niles Road
Union City, CA 94587
Attention: Executive Director

To City: City of Union City
34009 Alvarado-Niles Road
Union City, CA 94587
Attention: City Manager

14.2 No Brokers. Each Party hereby represents and warrants to the other Party that it has retained no broker or other party to whom a commission or finder's fee is due with respect to the transactions contemplated hereby. Each Party shall defend, indemnify and hold the other Party

harmless from and against all claims, expenses, costs, or arising in connection with a breach of this warranty and representation. The terms of this Section shall survive the expiration or earlier termination of this Agreement.

14.3 Attorneys' Fees. If either Party fails to perform any of its obligations under this Agreement, or if any dispute arises between the Parties concerning the meaning or interpretation of any provision hereof, then the prevailing party in any proceeding in connection with such dispute shall be entitled to the costs and expenses it incurs on account thereof and in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements.

14.4 Entire Agreement. This Agreement, together with Exhibits A and B, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations and agreements with respect thereto.

14.5 Provisions Not Merged With Deeds. None of the provisions, terms, representations, warranties and covenants of this Agreement are intended to or shall be merged by the Grant Deeds, and neither the Grant Deeds nor any other document shall affect or impair the provisions, terms, representations, warranties and covenants contained herein. Without limiting the generality of the foregoing: (i) City's representations, warranties and covenants contained herein shall survive the Close of Escrow, (ii) all provisions of this Agreement that expressly state that they shall survive the Close of Escrow and the termination of this Agreement, shall do so, and (iii) the Corporation and City intend that the Corporation's obligations pursuant to Sections 4.1, 10, 11 and 12 will survive the termination of this Agreement, the Close of Escrow and the transfer of the Property to the Corporation.

14.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.

14.7 Interpretation; Captions. The section headings used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

14.8 Exhibits. Exhibits A and B attached hereto are incorporated herein by this reference and made a part of this Agreement.

14.9 No Third Party Beneficiaries. Nothing contained in this Agreement is intended by the Parties, nor shall any provision of this Agreement be deemed or construed by the Parties or by any third person, to be for the benefit of any third party, nor shall any third party have any right to enforce any provision of this Agreement or be entitled to damages for any breach by the Corporation or City of any of the provisions of this Agreement.

14.10 Amendments. This Agreement may be modified or amended only by an instrument in writing executed by both the Corporation and City.

14.11 Assignments. This Agreement and the rights conferred hereunder may not be assigned by operation of law or otherwise absent the express written consent of the Parties.

14.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which taken together shall constitute one agreement.

14.13 Further Assurances. City and the Corporation each agree to undertake such other actions as may reasonably be necessary to carry out the intent of this Agreement, including without limitation, the execution and/or recordation of any additional documents which may be required to effectuate the transactions contemplated hereby.

14.14 Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged thereby

14.15 Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of the Corporation or City shall be personally liable in the event of any default or breach hereunder by either Party.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Disposition and Development Agreement as of the date first written above.

CITY OF UNION CITY,
a municipal corporation

By: _____

ATTEST:

By _____
Renee Elliot, City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

UNION CITY STATION DISTRICT ECONOMIC DEVELOPMENT CORPORATION,
a California nonprofit public benefit corporation

By: _____
Larry Cheeves, Executive Director

Exhibit A

PROPERTY

<u>Address</u>	<u>APN #</u>	<u>Description</u>
TOD PARCELS		
1100 Decoto Road	87-340-1	TOD parcel (former PG&E site)
1100 Decoto Road	87-340-2	TOD parcel (former PG&E site)
1100 Decoto Road	87-340-3	TOD parcel (former PG&E site)
1100 Decoto Road	87-340-4	TOD parcel (former PG&E site)
1100 Decoto Road	(partial) 87-340-5	TOD parcel (former PG&E site)
1100 Decoto Road	87-340-6	TOD parcel (former PG&E site)
1100 Decoto Road	87-340-7	TOD parcel (former PG&E site)

Exhibit B

FORM OF GRANT DEED

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Union City Station District Economic
Development Corporation
34009 Alvarado-Niles Road
Union City, CA 94587

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

GRANT DEED

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City of Union City, a municipal corporation (the "**Grantor**") hereby grants and conveys to the Union City Station District Economic Development Corporation, a California nonprofit public benefit corporation (the "**Grantee**"), the real property (the "**Property**") located in the City of Union City at _____ Decoto Road, designated as Alameda County Assessors Parcel Nos. _____ and more particularly described in Exhibit A attached hereto and incorporated in this grant deed ("**Grant Deed**") by this reference.

1. Disposition and Development Agreement. The Property is conveyed subject to that certain unrecorded Disposition and Development Agreement entered into by and between the Grantor and the Grantee dated as of November 29, 2011 (the "**Agreement**").
2. Use Restrictions. The Grantee hereby covenants and agrees, for itself and its successors and assigns, that the Grantee and such successors and assigns shall promptly begin and diligently prosecute to completion the redevelopment of the Property in accordance with the Agreement, including without limitation the provisions of the Agreement that require the Property to be developed consistent with the requirements of the Station District Plan adopted by the City of Union City in 2001 and subsequently incorporated into the City's General Plan (the "Station District Plan"), the Redevelopment Plan adopted by the Community Redevelopment Agency of the City of Union City (the "Redevelopment Plan"), the Implementation Plan adopted in connection with the Redevelopment Plan, the City of Union City General Plan, those certain unrecorded Standard Agreements and Disbursement Agreements executed or to be executed by and

among the City, MidPen Housing Corporation, a California nonprofit public benefit corporation and the State of California Department of Housing and Community Development (“HCD”) in connection with funds provided pursuant to HCD’s Infill Infrastructure Grant Program and Transit-Oriented Development Program, and consistent with the requirements of all other local, regional, state and federal governmental and quasi-governmental agencies that have provided financing for implementation of the Station District Plan.

3. Restrictions on Use of Proceeds. The Grantee covenants and agrees that the Property will be used for the purposes of timely redevelopment as set forth in the Agreement and not for speculation in landholding. Grantee covenants and agrees that Grantee shall deposit all proceeds that Grantee receives from the sale or lease of the Property or any part thereof into a restricted Station District Fund, and shall use such proceeds solely for the construction, installation and maintenance of public improvements within the Station District Area and the repayment to City for funds advanced and services provided to the Corporation pursuant to that certain unrecorded Cooperative Agreement dated as of November 29, 2011 and executed by and between the City and the Corporation.

4. Nondiscrimination. Grantee shall not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. Grantee covenants for itself and all persons claiming under or through it, and this Grant Deed is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or part thereof, nor shall Grantee or any person claiming under or through Grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Property or part thereof.

All deeds, leases or contracts made or entered into by Grantee, its successors or assigns, as to any portion of the Property or the Improvements shall contain the following language:

(a) In Deeds, the following language shall appear:

“(1) Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of a person or of a group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease,

transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.

“(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

(b) In Leases, the following language shall appear:

“(1) The lessee herein covenants by and for the lessee and lessee’s heirs, personal representatives and assigns, and all persons claiming under the lessee or through the lessee, that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the property herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination of segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the property herein leased.

“(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

(c) In Contracts, the following language shall appear:

“There shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale,

lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to selection, location, number, use or occupancy of tenants, lessee, subtenants, sublessees or vendees of the land.”

5. Term of Restrictions. The covenants contained in Section 2 regarding use of the Property shall remain in effect until the year 2029 which is the year in which the expiration date of the Redevelopment Plan as in effect on the date of this Grant Deed occurs. The covenants against discrimination contained in Section 4 shall remain in effect in perpetuity.
6. Mortgagee Protection. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument permitted by the Agreement; provided, however, that any successor of Grantee to the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.
7. Binding On Successors. The covenants contained in Sections 2 and 4 of this Grant Deed, without regard to technical or legal classification or designation specified in this Grant Deed or otherwise, shall to the fullest extent permitted by law and equity, be binding upon Grantee and any successor in interest to the Property or any part thereof, for the benefit of Grantor, and its successors and assigns, and such covenants shall run in favor of and be enforceable by the Grantor and its successors and assigns for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Grantor and its successors and assigns shall have the right to exercise all rights and remedies available under law or in equity to enforce the curing of such breach.
8. Enforcement. The Grantor shall have the right to institute such actions or proceedings as it may deem desirable to enforce the provisions set forth herein. Any delay by the Grantor in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights hereunder shall not operate as a waiver of or limitation on such rights, nor operate to deprive Grantor of such rights, nor shall any waiver made by the Grantor with respect to any specific default by the Grantee, its successors and assigns, be considered or treated as a waiver of Grantor's rights with respect to any other default by the Grantee, its successors and assigns, or with respect to the particular default except to the extent specifically waived.
9. Amendment. Only the Grantor, its successors and assigns, and the Grantee and the successors and assigns of the Grantee in and to all or any part of the fee title to the Property and Improvements shall have the right to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed. For purposes of this Section, successors and assigns of the Grantee shall be defined to include

only those parties who hold all or any part of the Property and Improvements in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property and Improvements.

10. Conflict. In the event there is a conflict between the provisions of this Grant Deed and the Agreement, it is the intent of the parties that the Agreement shall control.

11. Counterparts. This Grant Deed may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

SIGNATURES ON FOLLOWING PAGES.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Grant Deed as of this _____ day of _____, 20__.

GRANTOR:

**CITY OF UNION CITY,
a municipal corporation**

By: _____ *FORM* _____
Larry Cheeves, City Manager

ATTEST:

By: _____ *FORM* _____
City Clerk

APPROVED AS TO FORM:

By: _____ *FORM* _____
City Attorney

GRANTEE:

**UNION CITY STATION DISTRICT ECONOMIC DEVELOPMENT CORPORATION,
a California nonprofit public benefit corporation**

By: _____ *FORM* _____

Name: _____

Title: _____

SIGNATURES MUST BE NOTARIZED.

STATE OF CALIFORNIA)
)
COUNTY OF ALAMEDA)

On _____, 20__, before me, _____, (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF CALIFORNIA)
)
COUNTY OF ALAMEDA)

On _____, 20__, before me, _____, (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit A

PROPERTY

(Attach legal description.)

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (this “**Agreement**”) is made and entered into effective as of _____, 2011 (“**Effective Date**”) by and between the City of Union City, a municipal corporation (“**City**”), and the Union City Station District Economic Development Corporation, a California nonprofit public benefit corporation (the “**Corporation**”).

WHEREAS, the City adopted the Union City Station District Plan (the “**Station District Plan**”) in 2001, and subsequently incorporated the Station District Plan into the General Plan of the City;

WHEREAS, the goal of the Station District Plan is to foster transit-oriented development, including residential, commercial, retail, recreational, and public uses in the vicinity of the Union City BART Station;

WHEREAS, the Corporation has been established as a nonprofit public benefit corporation under the laws of the State of California for public and charitable purposes, and has been structured to qualify for, and shall apply for tax-exemption under federal and state law; and

WHEREAS, the principal purpose of the Corporation is to lessen the burden of government by supporting the implementation of the Station District Plan and by assisting the City to meet its housing, infrastructure and development goals consistent with the Station District Plan and the requirements of local, regional, state and federal governmental and quasi-governmental agencies that have provided financing for implementation of the Station District Plan.

NOW THEREFORE, the parties agree as follows:

1. Term of the Agreement. The term of this Agreement shall commence on the Effective Date and shall continue in effect until terminated in accordance with Section 6.
2. Scope of Service.
 - a. The City authorizes City personnel to perform the services of the Corporation officers identified in the Corporation Bylaws, including the services of the Chair, Vice-Chair, Executive Director, Chief Financial Officer/Treasurer, and Secretary.
 - b. For each fiscal year, the City Manager and the Executive Director shall (as a part of the budget processes for the City and the Corporation) propose the scope of services to be performed by City employees on behalf of the Corporation in accordance with this Agreement. The budgeted services are subject to the approval of the City Council and the Board of Directors of the Corporation. The budgeted services may be amended from time to time by resolutions approved by the City Council and the Board of Directors. The budgeted services may include, without limitation, the following:

- i. The designation of City employees (in addition to the officers identified in the Corporation Bylaws) authorized to perform services on behalf of the Corporation.
 - ii. Advances or payments of funds by the City to or on behalf of the Corporation. The City may, but is not required to, advance necessary funds to the Corporation or to expend funds on behalf of the Corporation for the preparation and implementation of development documents and plans, including without limitation, the costs of appraisals, surveys, plans, studies and environmental assessments, the costs of acquisition of property, demolition and clearance of acquired properties, site preparation, public improvements, relocation assistance to displaced residents and businesses as required by law, and for other activities and services rendered in connection with implementation of the Station District Plan.
 - iii. Insurance, legal services and accounting services.
- c. City employees performing services on behalf of the Corporation under this Agreement shall be subject to all rules and regulations governing the conduct of City employees as set forth in City ordinances and resolutions, and other City rules and regulations as duly adopted by the City, including: (a) the City's personnel rules and regulations, (b) the City's conflict of interest code, and (c) all rules and regulations relating to disclosure of interests and acquisition of property.
 - d. The City agrees to perform services to the Corporation under the terms of this Agreement.
 - e. Notwithstanding any contrary provision hereof, the City commits to make available to the Corporation funding in the amount of up to Seven Million Dollars (\$7,000,000) but in no event less than Five Million Dollars (\$5,000,000) for the purposes set forth in this Agreement. The source for such funding shall be tax increment funds previously transferred to the City from the Community Redevelopment Agency of the City of Union City. The City shall not be obligated to use City general funds for such purpose.

3. Indebtedness of the Corporation.

- a. The Corporation shall be obligated to pay or reimburse the City for the cost of services or other payments made by the City pursuant to Section 2 above. Such costs may include reasonable costs related to budgeted services, including reasonable costs of general administration and overhead.
- b. The City shall submit to the Corporation on a monthly or other periodic basis acceptable to the Corporation and City a statement of the costs incurred by the City pursuant to Section 2 above.

- c. Unless specified otherwise in the Corporation action approving budgeted services (the Corporation Budget Resolution as described in Section 4 below), the Corporation shall pay the amounts billed pursuant to Paragraph (b) above in a timely manner after receipt of a statement from the City, and shall pay all amounts billed for a fiscal year pursuant to Paragraph (b) above on or before June 30 of the fiscal year. Notwithstanding the foregoing, the parties may agree to extensions in the due date for the Corporation's payments to City based upon the anticipated schedule for the Corporation's receipt of revenue.
 - d. Unless specified otherwise in the Corporation Budget Resolution, the Corporation shall pay interest on the amounts billed pursuant to Paragraph (b) above from the billing date until paid at a rate consistent with the rate on the City's 30-day investments but in no event greater than ten percent (10%) per year.
4. Documentation of Indebtedness. When the City and the Corporation take action to establish budgeted services for a fiscal year pursuant to Section 2 above or to amend the scope of previously approved budgeted services, the Corporation action shall be by resolution setting forth the amount of the budgeted services or change in the budgeted services (the "**Corporation Budget Resolution**"), and the City action shall be by Resolution of the City Council. The Corporation Budget Resolution shall be evidence of the Corporation's indebtedness to the City, payable in accordance with the terms of this Agreement. The Corporation and City may agree to terms for the Corporation's payment for particular services or costs that differ from those set forth in Section 3 above. If that occurs, the terms shall be set forth in the Corporation Budget Resolution and Resolution of the City Council. In addition, to the foregoing, upon City's request from time to time, the Corporation shall execute and deliver to City a promissory note or notes evidencing the Corporation's indebtedness to City incurred pursuant to this Agreement.
5. Records. The City and the Corporation shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four years. The accounting records to be maintained in accordance with this Agreement shall include, at a minimum, documents which support City's costs and expenses related to this Agreement, including documentation of requests for services, services performed, invoices, and payments. Each party's accounting records shall be made available to the other party within a reasonable time after request, during normal business hours.
6. Termination. This Agreement may be terminated by either party without cause upon reasonable written notice to the other party, except that the obligations of the parties under Section 4 (Records) shall continue in full force and effect after such termination and the Corporation shall remain obligated to pay the City pursuant to Section 2 above for any services rendered or costs incurred by the City prior to the termination date.
7. Governing Law; Venue. The interpretation, validity, and enforcement of this Agreement shall be governed and interpreted in accordance with the laws of the State of California. Any suit,

claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

8. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.
9. Modifications. This Agreement may not be modified except by an instrument in writing signed by both parties.
10. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the matters described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral.

IN WITNESS WHEREOF, this Cooperative Agreement has been executed by the parties as of the date first above written.

CITY OF UNION CITY

By: _____
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

UNION CITY STATION DISTRICT
ECONOMIC DEVELOPMENT
CORPORATION

By: _____
Executive Director

RESOLUTION NO. ____

UNION CITY STATION DISTRICT ECONOMIC DEVELOPMENT CORPORATION

**RESOLUTION OF THE BOARD OF DIRECTORS
APPROVING AND AUTHORIZING
ORGANIZATIONAL ACTIONS**

The Board of Directors of Union City Station District Economic Development Corporation, hereby resolves as follows:

1. Articles. The Articles of Incorporation of the Corporation filed by the Incorporator of the Corporation are hereby ratified and approved.
2. Bylaws. The Bylaws of the Corporation initially adopted by the Incorporator of the Corporation are hereby ratified and approved in the form attached hereto as Exhibit A.
3. Directors. The appointment of the initial Board of Directors of the Corporation as appointed by the Incorporator of the Corporation is hereby ratified and approved.
4. Appointment of Officers. Pursuant to the Bylaws of the Corporation, the following persons are hereby appointed to the offices set forth opposite their respective names, to hold such offices until their successors are duly qualified and appointed:

Mark Green – President/Chair

Jim Navarro - Vice Chair

Renee Elliot - Secretary

Rich Digre - Chief Financial Officer/Treasurer

Larry Cheeves - Executive Director

5. Bank Accounts. Any officer of the Corporation is hereby authorized and directed to open such bank accounts as are necessary to carry on the business of the Corporation, and this Board hereby adopts any standard form of resolution for a corporate account required by any bank selected by the officers, and directs that a copy of any such resolution be inserted in the minute book of the Corporation.
6. Application for Tax-Exemption. The officers of the Corporation are authorized and directed to consult with legal counsel as to the availability of exemptions from taxation under state and federal law and to execute and file all necessary applications for exemption from such

tax with the appropriate state and federal authorities and to pay necessary filing fees in connection with such applications.

7. Fiscal Year. The accounting and fiscal year of the Corporation shall be July 1 through June 30.
8. Tax Identification Number. The officers of the Corporation are authorized and directed to apply to the IRS District Director for an employer's identification number on Form SS-4.
9. Expenses of Incorporation. The Treasurer/Chief Financial Officer of the Corporation is authorized and directed to pay the expenses of the incorporation and organization of the Corporation, and to reimburse the persons advancing funds to the Corporation for such purpose.
10. Conflict of Interest Code. Whereas, Government Code Section 87300 requires every local government agency and their affiliate agencies to adopt and promulgate a conflict of interest code, and Section 18730 of Title 2 of the California Code of Regulations permits local government agencies and their affiliate agencies to incorporate by reference the terms of Section 18370 along with the designation of employees and formulation of disclosure categories in the Appendix referred to in Section 18730, and permits such action to constitute adoption and promulgation of a conflict of interest code with the meaning of Government Code 87300; the Board of Directors hereby resolves as follows:

The Corporation incorporates by reference the terms of Section 18730 of Title 2 of the California Code of Regulations, as that section may from time to time be amended, along with the description of employees and the formulation of disclosure categories in the Appendix referred to in Section 18730, as that Appendix may from time to time be amended, as the Corporation's Conflict of Interest Code required pursuant to Government Code Section 87300.

11. The officers of the Corporation are hereby authorized and directed to undertake such other actions and to execute and deliver such other instruments as necessary to carry out the intent of this Resolution.

* * * * *

I hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted by the Board of Directors of Union City Station District Economic Development Corporation, at a special meeting thereof duly held on the ____th day of _____, 2011, by the following vote of the Directors thereof:

AYES:
NOES:
ABSTAINED:
ABSENT:

Secretary

Exhibit A

BYLAWS

(Attach Bylaws.)

RESOLUTION NO.

UNION CITY STATION DISTRICT ECONOMIC DEVELOPMENT CORPORATION

**RESOLUTION OF THE BOARD OF DIRECTORS
APPROVING THE EXECUTION OF A COOPERATIVE AGREEMENT WITH THE
CITY OF UNION CITY PURSUANT TO WHICH THE CITY WILL PROVIDE
SPECIFIED SERVICES TO THE CORPORATION, AND THE CORPORATION WILL
REIMBURSE THE CITY FOR SUCH SERVICES**

WHEREAS, the City of Union City (the “**City**”) adopted the Union City Station District Plan (the “**Station District Plan**”) in 2001, and subsequently incorporated the Station District Plan into the General Plan of the City;

WHEREAS, the goal of the Station District Plan is to foster transit-oriented development, including residential, commercial, retail, recreational, and public uses within the Station District and in the vicinity of the Union City BART Station;

WHEREAS, the principal purpose of the Corporation is to lessen the burden of government by supporting the implementation of the Station District Plan and by assisting the City to meet its housing, infrastructure and development goals consistent with the Station District Plan and the requirements of local, regional, state and federal governmental and quasi-governmental agencies that have provided financing for implementation of the Station District Plan;

WHEREAS, the City Council of the City of Union City has approved the execution of a Cooperative Agreement (the “**Cooperative Agreement**”) pursuant to which the City would provide specified services to the Corporation, and the Corporation would reimburse City for such services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Union City Station District Economic Development Corporation that it hereby:

1. Approves the Cooperative Agreement, and authorizes the Executive Director to execute the Cooperative Agreement on behalf of the Corporation, substantially in the form presented to the Board of Directors and on file with the Secretary.
2. Authorizes the Executive Director to take such actions and as necessary to implement the intent of this Resolution.

* * * * *

I hereby certify that the foregoing Resolution was introduced and adopted by the Board of Directors of the Union City Station District Economic Development Corporation at a special meeting held on the _____ day of _____, 2011 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST: _____
Renee Elliott, Secretary

RESOLUTION NO.

UNION CITY STATION DISTRICT ECONOMIC DEVELOPMENT CORPORATION

**RESOLUTION OF THE BOARD OF DIRECTORS
APPROVING THE EXECUTION OF A COOPERATIVE AGREEMENT WITH THE
CITY OF UNION CITY PURSUANT TO WHICH THE CITY WILL PROVIDE
SPECIFIED SERVICES TO THE CORPORATION, AND THE CORPORATION WILL
REIMBURSE THE CITY FOR SUCH SERVICES**

WHEREAS, the City of Union City (the “**City**”) adopted the Union City Station District Plan (the “**Station District Plan**”) in 2001, and subsequently incorporated the Station District Plan into the General Plan of the City;

WHEREAS, the goal of the Station District Plan is to foster transit-oriented development, including residential, commercial, retail, recreational, and public uses within the Station District and in the vicinity of the Union City BART Station;

WHEREAS, the principal purpose of the Corporation is to lessen the burden of government by supporting the implementation of the Station District Plan and by assisting the City to meet its housing, infrastructure and development goals consistent with the Station District Plan and the requirements of local, regional, state and federal governmental and quasi-governmental agencies that have provided financing for implementation of the Station District Plan;

WHEREAS, the City Council of the City of Union City has approved the execution of a Cooperative Agreement (the “**Cooperative Agreement**”) pursuant to which the City would provide specified services to the Corporation, and the Corporation would reimburse City for such services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Union City Station District Economic Development Corporation that it hereby:

1. Approves the Cooperative Agreement, and authorizes the Executive Director to execute the Cooperative Agreement on behalf of the Corporation, substantially in the form presented to the Board of Directors and on file with the Secretary.
2. Authorizes the Executive Director to take such actions and as necessary to implement the intent of this Resolution.

* * * * *

I hereby certify that the foregoing Resolution was introduced and adopted by the Board of Directors of the Union City Station District Economic Development Corporation at a special meeting held on the _____ day of _____, 2011 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST: _____
Renee Elliott, Secretary