



AGENDA REPORT

TO: Sabrina B. Landreth
City Administrator

FROM: William Gilchrist,
Director, PBD

SUBJECT: Brooklyn Basin Community Facilities
District (CFD)

DATE: November 7, 2017

City Administrator Approval

M. [Signature] for SBL

Date: 10/25/2017

RECOMMENDATION

Conduct A Public Hearing On Formation Of Community Facilities District No. 2017-1 (Brooklyn Basin Public Services) And Upon Conclusion, Consider Adopting:

- 1. A Resolution Of Formation Of Community Facilities District No. 2017-1 (Brooklyn Basin Public Services) And Authorization Of Levy Of Special Tax Therein; And**
- 2. A Resolution Of The Council Of The City Of Oakland Calling Special Election For Qualified Electors Of Community Facilities District No. 2017-1 (Brooklyn Basin Public Services); And**
- 3. A Resolution Determining The Result Of The Special Election Held In Community Facilities District No. 2017-1 (Brooklyn Basin Public Services), On November 7, 2017; And**
- 4. An Ordinance Levying Special Taxes Within Community Facilities District No. 2017-1 (Brooklyn Basin Public Services).**

EXECUTIVE SUMMARY

A Community Facilities District (CFD) is proposed for the maintenance of the public improvements and infrastructure at Brooklyn Basin (formerly Oak to Ninth), a Planned Unit Development (PUD) located generally south of Embarcadero between Estuary Park to the west, and 10th Avenue to the east. A CFD for Brooklyn Basin would be established in order to levy an annual special tax and collect funds from development parcels at Brooklyn Basin to cover maintenance and related costs as is required by the adopted conditions of approval for the Brooklyn Basin project.

BACKGROUND / LEGISLATIVE HISTORY

The planned Brooklyn Basin PUD consists of a mix of residential, retail/commercial, civic, and parks and open space uses preliminarily approved by the Planning Commission on March 15, 2006, and for which a Development Agreement (DA) was executed on July 18, 2006, as approved by the City Council. Following a legal challenge, final entitlements were granted in 2009. The project sponsors plan to construct up to 3,100 residential units, 200,000 square feet of ground-floor commercial space, a minimum of 3,950 parking spaces, 30 acres of parks and

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public open space, and two renovated marinas (total of 170 boat slips). In addition, the project includes extensive new public infrastructure (including public right-of-way and a stormwater management system, in addition to the public open space mentioned above) that is comprised of non-standard, special design and materials.

The project conditions of approval (specifically, condition 38) require formation of a Community Facilities District (CFD), or other similar financing mechanism acceptable to the City to fund maintenance for parks and non-standard public infrastructure (roadways and utilities are not funded) throughout the Brooklyn Basin project. An excerpt from the Oak to Ninth Conditions of Approval, Exhibit C to All Approval Documents, showing Condition 38 was attached as Attachment A to the October 3, 2017, staff report for the Resolution of Intention (ROI) to form the CFD (see further description of the ROI in the following paragraph).

The City Council took an action at its October 3, 2017, meeting to initiate formation of the CFD. That action involved adoption of a Resolution of Intention (ROI) to: establish City of Oakland Community Facilities District No. 2017-1 (Brooklyn Basin Public Services); schedule a public hearing; levy a special tax to finance the maintenance of certain public improvements; and approve a proposed boundary map for the CFD pursuant to the Mello-Roos Community Facilities Act of 1982; and find compliance with the California Environmental Quality Act (CEQA), each as a separate and independent basis, CEQA guideline sections 15162 [subsequent Environmental Impact Reports (EIRs) and Negative Declarations], 15183 (projects consistent with a community plan, general plan, or zoning), 15301 (existing facilities); and section 15308 (actions by regulatory agencies for protection of the environment).

ANALYSIS AND POLICY ALTERNATIVES

A CFD is proposed for the maintenance of the parks and non-standard public improvements and infrastructure at Brooklyn Basin. A CFD is a City financing district that can be formed to fund construction and/or maintenance of public improvements. CFD's were approved by the State Legislature in 1982 (Mello-Roos Act), partly as a response to the passage of Proposition 13, which severely restricted a city's ability to institute property tax increases. In many if not most cases the costs of developing and maintaining public facilities exceed the proceeds from property taxes. The creation of a CFD is a three step process. In summary:

- 1) Prospective voters and/or landowners must establish boundaries for the district and vote to create the taxing authority.
- 2) A public hearing is held to approve the special tax that will be paid by property owners in the district.
- 3) The third step is to actually levy the tax and begin to maintain the public facilities.

In order to ensure maintenance of non-standard features and provide a high-level maintenance of parks and public space, the DA includes a provision requiring formation of a CFD to fund these maintenance activities. At this time, the City intends to establish the CFD, which will provide a permanent mechanism to guarantee funding for the maintenance of Brooklyn Basin. The entire cost to form the CFD, including any costs incurred by the City, is covered by the Brooklyn Basin project sponsor (Zarsion-OHP 1, LLC, or ZOHP, and their affiliates). Also, the

entire cost to administer the CFD on an annual basis, including ongoing City management costs, will be covered by the special tax to be levied on the property located within the CFD.

The City has adopted Local Goals and Policies for Special Assessment and Mello-Roos Community Facilities District Financing, and approved Resolution No. 85664 C.M.S. amending and restating those goals and policies on June 17, 2015. The proposed Brooklyn Basin CFD is consistent with the City's amended and restated goals and policies for CFDs, which were included as an exhibit to the ROI.

The City of Oakland Community Facilities District No. 2017-1 (Brooklyn Basin Public Services) Formation Hearing Report, dated October 19, 2017, was prepared pursuant to the Mello-Roos Community Facilities Act of 1982 (the Act) at Section 53321.5, and as directed by the ROI to form the CFD adopted on October 3, 2017 (**Attachment A**). That report provides a description of the public services to be provided, an estimate of the costs to provide the public services, and a copy of the boundary map recorded in the office of the County Clerk-Recorder for the County of Alameda.

Staff recommends that the City Council take the next steps toward the formation of the Brooklyn Basin CFD by adopting the Resolution of Formation (ROF) to establish Community Facilities District No. 2017-1 (Brooklyn Basin Public Services) and to authorize the levy of a special tax within the boundaries of the CFD. The City Council would then adopt a resolution calling for a special election, followed by another resolution determining the results of the special election. After that, the City Council would introduce an ordinance levying the special taxes on development parcels within the CFD.

The Act provides that a public hearing must be held to consider the establishment of a CFD. At the close of the public hearing, absent of any objection by the property owners within the proposed CFD subject to the special tax (the Brooklyn Basin project sponsor), the City Council may determine that there is no majority protest, as defined by the Act. In order to expedite the formation process, ZOHP and their affiliates have signed a waiver and consent form waiving their right to protest at the public hearing and waiving any minimum time periods and other requirements relative to the CFD formation and landowner election. Additionally, ZOHP and their affiliates have agreed to submit their election ballots prior to the public hearing so that the election results will be available at the meeting to form the CFD.

The specific actions required by Council to form the CFD pursuant to this agenda item are the following:

- Conduct a Public Hearing on Formation of Community Facilities District No. 2017-1 (Brooklyn Basin Public Services).
- Adopt a Resolution of Formation of Community Facilities District No. 2017-1 (Brooklyn Basin Public Services) and Authorization of Levy of Special Tax Therein. This resolution formally establishes Community Facilities District No. 2017-1 and states that the matter of the levy of a special tax shall be submitted to the qualified electors of the CFD.
- Adopt a Resolution of the Council of the City of Oakland Calling Special Election for Qualified Electors of Community Facilities District No. 2017-1 (Brooklyn Basin Public

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Services). This resolution identifies the property owners subject to the special tax—ZOHP and their affiliates—as having filed a waiver and consent form to expedite the process for formation of the CFD and calls for an election by such property owners regarding the levy of a special tax to fund public service and administrative costs associated with the CFD.

- Adopt a Resolution Determining the Result of the Special Election Held in Community Facilities District No. 2017-1 (Brooklyn Basin Public Services) on November 7, 2017. This resolution states that at least two-thirds of all votes cast at the special mailed-ballot election are in favor of levying a special tax. In this instance, with all landowners casting a vote (for each acre or portion of an acre owned and subject to the special tax), the votes would be 100 percent in favor of levying a special tax.
- Introduce an Ordinance Levying Special Taxes within Community Facilities District No. 2017-1 (Brooklyn Basin Public Services). This would be the first reading of the ordinance.

Future action items include:

December 5, 2017

- Approve an Ordinance Levying Special Taxes within Community Facilities District No. 2017-1 (Brooklyn Basin Public Services). This would be the second reading passing the ordinance.

FISCAL IMPACT

The proposed Community Facilities District No. 2017-1 (Brooklyn Basin Public Services) will be fully supported by an annual special tax levied on the nonexempt real property within the CFD. The CFD will be administered by Oakland Public Works Department, with assistance from other City service areas as necessary and appropriate, such as Finance and Budget. The City's administrative costs related to the District will be reimbursed from the special tax proceeds. There will be no impact on the City's finances, budget, or General Fund.

PUBLIC OUTREACH / INTEREST

Formation of the CFD is a statutory process that does not require any additional public outreach other than the required posting on the City's website, and newspaper noticing for the proposed adoption of the resolutions and ordinance. However, staff provides courtesy United States Postal Service notification to properties within 300 feet of the affected site, e-mail notice to a project distribution list (of over 400 addresses), and notice on the City of Oakland website for all discretionary actions related to the Brooklyn Basin project.

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COORDINATION

This action has been coordinated with City Budget Office, Finance Department, City Public Works Department, City Attorney's Office, City Administrator's Office, and ZOHP (the developer and primary landowner in the proposed CFD).

SUSTAINABLE OPPORTUNITIES

Economic: Establishment of Community Facilities District No. 2017-1 (Brooklyn Basin Public Services) will provide a mechanism to fund the maintenance of public improvements including public access areas, public infrastructure, and bike and pedestrian pathways in Brooklyn Basin, and those maintenance activities will support additional jobs within the City.

Environmental: The CFD will ensure adequate maintenance for the Brooklyn Basin project. The City will use, to the greatest extent possible, best management practices for maintaining the public improvements funded through the CFD. High-level maintenance of public facilities will result in quality open space for Oakland citizens.

Social Equity: The CFD special tax will be apportioned in conformance with the Rate and Method of Apportionment: on a per-dwelling unit basis for residential property, and on a per-square foot basis for retail/commercial property. It should be noted that up to 465 affordable housing units in the CFD will be exempt from the special tax as described in the Rate and Method of Apportionment included as an exhibit to the ROI. The tax revenue generated will fund the maintenance of public improvements including public access areas, other infrastructure, and bike and pedestrian trails in the Brooklyn Basin project that will serve all of Oakland.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The planned Brooklyn Basin Project, approved in 2009, fully evaluated the environmental impacts of the project, in accordance with all applicable requirements. Specifically, the City of Oakland prepared and certified an Environmental Impact Report (EIR) under CEQA. CEQA specifically requires the analysis of potential adverse effects of a project on the environment.

The Brooklyn Basin Project decision currently under review is carrying out one of the adopted project conditions of approval requiring formation of a CFD to fund high-level maintenance of parks and non-standard public infrastructure features. The current proposal does not change the planned land use or conceptual design of the Brooklyn Basin Project, as permitted under the Planned Unit Development (PUD) Vesting Tentative Tract Map (VTTM), and analyzed in the certified Oak to Ninth Avenue Project Environmental Impact Report [SCH No. 2004062013]. The CFD would satisfy requirements of the project approvals. As demonstrated throughout the staff report, since there is no substantive change to the project—only compliance with the project—there is no justification for preparing new analyses and/or studies of potential effects of or on the project (as the project is already approved).

The City Council certified the EIR for the existing project approvals on January 20, 2009. The

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Oak to Ninth Avenue Project Environmental Impact Report [SCH No. 2004062013] is provided under separate cover to the City Council and is available to the public at the Planning Department offices and on the web at:

<http://www2.oaklandnet.com/government/o/PBN/OurServices/Application/DOWD009157> (see #53)

Staff has determined that no new information about the site, changes to the project, or circumstances under which the project would be undertaken have occurred that would require subsequent or supplemental environmental review for the proposed project. In accordance with CEQA, the City reviewed and analyzed the proposed project and other relevant information to determine whether circumstances requiring the preparation of a subsequent or supplemental EIR exist. Based upon available information, the City has determined that none of those circumstances are present. Because the project specifically carries out the requirements for the Brooklyn Basin Project, no further environmental review is required. None of the circumstances that require a supplemental or subsequent EIR pursuant to CEQA Guidelines Section 15162 and 15163 have occurred. Specifically:

- There are no substantial changes proposed in the project that would result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- There are no substantial changes with respect to project circumstances which would result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and
- There is no new information of substantial importance that would result in new significant environmental effects, a substantial increase in the severity of previously identified significant effects, previously infeasible mitigation measures or alternatives now found to be feasible, or new mitigation measures or alternatives that are considerably different from previous ones that would substantially reduce environmental effects.

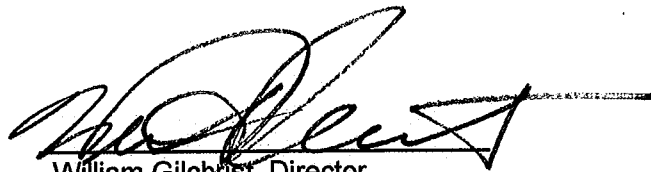
Each a separate and independent basis, the CFD also is exempt from compliance with CEQA under the following sections: 15183 Project Consistent with a Community Plan, General Plan, or Zoning; 15301 Existing Facilities; and 15308 Actions by Regulatory Agencies for Protection of the Environment. Here, based upon available information, the City believes that none of the circumstances described above have occurred since 2009 and, therefore, no subsequent or supplemental environmental review is required under CEQA.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt the resolution to establish Community Facilities District No. 2017-1 (Brooklyn Basin Public Services), the resolution calling for the special election, and the resolution declaring the results of the special election, and introduce the ordinance levying special taxes with the CFD. Aside from the second reading of the ordinance levying the special taxes and other subsequent administrative tasks, these steps will complete the official process to establish the CFD to fund the maintenance of public improvements within Brooklyn Basin, situated along the Oakland Estuary waterfront.

For questions regarding this report, please contact Catherine Payne, Planner IV, at (510) 238-6168 or cpayne@oaklandnet.com.

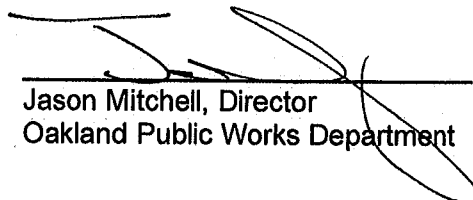
Respectfully submitted,



William Gilchrist, Director
Planning and Building Department

Reviewed by:
Robert Merkamp, Development Manager

Prepared by:
Catherine Payne, Planner IV



Jason Mitchell, Director
Oakland Public Works Department

Reviewed by:
Danny Lau, Assistant Director
Bureau of Design and Construction

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Attachments (1):

A: Formation Hearing Report

The Oak to Ninth Avenue Project EIR and addenda, and other related CEQA documents, were provided under separate cover to the City Council; available to the public at 250 Frank Ogawa Plaza, Suite 3315, Oakland CA, 94612, during regular business hours, and can also be found on the City's website at:

<http://www2.oaklandnet.com/government/o/PBN/OurServices/Application/DOWD009157> (see #53)

STAFF REPORT ATTACHMENT A

**CITY OF OAKLAND
COMMUNITY FACILITIES DISTRICT NO. 2017-1
(BROOKLYN BASIN PUBLIC SERVICES)**

FORMATION HEARING REPORT

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Introduction

- A. Authorized Services
- B. Cost Estimates
- C. Proposed Boundaries of the Community Facilities District

Exhibit A – Description of Authorized Services

Exhibit B – Cost Estimates

Exhibit C – Recorded Boundary Map

**CITY OF OAKLAND
COMMUNITY FACILITIES DISTRICT NO. 2017-1
(BROOKLYN BASIN PUBLIC SERVICES)**

INTRODUCTION. The City Council of the City of Oakland (the "City") did, pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"), on October 3, 2017, adopt a resolution entitled, "Resolution of Intention of the City of Oakland to: Establish City of Oakland Community Facilities District No. 2017-1 (Brooklyn Basin Public Services); Schedule a Public Hearing; Levy a Special Tax to Finance the Maintenance of Certain Public Improvements; and Approve a Proposed Boundary Map for Community Facilities District No. 2017-1 pursuant to the Mello-Roos Community Facilities Act of 1982; and Find Compliance with the California Environmental Quality Act (CEQA), each as a Separate and Independent Basis, CEQA Guideline Sections 15162 Subsequent Environmental Impact Reports (EIRs) and Negative Declarations, 15183 Projects Consistent with a Community Plan, General Plan, or Zoning, 15301 Existing Facilities; and Section 15308 Actions by Regulatory Agencies for Protection of the Environment" (the "ROI"). In the ROI, the City Council expressly ordered the preparation of a written formation hearing report (the "Hearing Report") for the proposed City of Oakland Community Facilities District No. 2017-1 (Brooklyn Basin Public Services) (the "District"), as required by Section 53321.5 of the Act.

Section 53321.5 of the Act does direct that the Hearing Report generally contain the following:

1. A brief description of the public services by type which will, in the opinion of each officer of the City who is or will be responsible for providing one or more of the types of services proposed to be financed by the District, be required to adequately meet the needs of the District; and
2. An estimate of the fair and reasonable cost of providing such public services, including an estimate of the fair and reasonable cost of the incidental expenses proposed to be paid, including any administrative costs, and an estimate of the fair and reasonable cost of all other related expenses.

For particulars, reference is made to the ROI for the District, as previously approved and adopted by the City Council.

NOW, THEREFORE, the following data is submitted pursuant to the direction of the City Council:

A. AUTHORIZED SERVICES. A general description of the public services and incidental expenses are as shown in Exhibit "A" attached hereto and hereby made a part hereof.

B. COST ESTIMATES. The cost estimates for the public services are set forth in Exhibit "B" attached hereto and hereby made a part hereof.

C. **PROPOSED BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT.** The proposed boundaries of the District are those properties and parcels in which special taxes may be levied to pay for the costs and expenses of the authorized public services. The proposed boundaries of the District are as shown on the boundary map recorded in Book 18 of Maps of Assessment and Community Facilities Districts at Page 85, document number 2017229062, in the office of the County Clerk-Recorder for the County of Alameda. The boundary map is attached hereto as Exhibit "C" and hereby made a part hereof.

Dated: October 19, 2017

EXHIBIT A

CITY OF OAKLAND COMMUNITY FACILITIES DISTRICT NO. 2017-1 (BROOKLYN BASIN PUBLIC SERVICES)

DESCRIPTION OF AUTHORIZED SERVICES

Services

The services to be funded, in whole or in part, by the City of Oakland Community Facilities District No. 2017-1 (Brooklyn Basin Public Services) ("CFD" or "District") include the full cost of all direct and incidental costs related to providing public services and maintenance, operation, repair, or replacement of certain public infrastructure within the District. More specifically, the services may include, but are not limited to: (i) maintenance, repair, and replacement of parks and landscaping in public areas and in the public right of way along public streets, including, but not limited to, irrigation, tree trimming, mowing, hardscape, sidewalk, and related maintenance of equipment specific to the Brooklyn Basin facilities, and vegetation maintenance and control; (ii) operation and maintenance of street lights, street furniture, and other appurtenances; (iii) storm protection services, including, but not limited to, the operation and maintenance, repair, and replacement of storm drainage systems that are reasonably necessary for the storm water management, treatment and mitigation requirements for the District (storm water management expressly excludes gravity flow conveyance improvements (pipes, catch basins, etc.)); (iv) annual inspection and reporting obligations associated with the parks, open space areas, public rights-of-way and ground water monitoring wells as required by the applicable operations and maintenance plan and (v) any other public services authorized to be funded under Section 53313 of the California Government Code that are also stipulated as maintenance obligations pursuant to the Development Agreement dated as of August 24, 2006, as amended from time to time, relating to the Brooklyn Basin project and recorded against all of the real property covered thereby.

The CFD may fund any of the following related to the services described in the preceding paragraph: (i) obtaining, constructing, furnishing, operating, maintaining, repairing, replacing, and environmental monitoring of equipment, apparatus, or facilities related to providing the services and/or equipment, apparatus, facilities, or fixtures in areas to be maintained; (ii) paying the salaries and benefits, or consultant fees, of personnel necessary or convenient to provide the services; (iii) payment of insurance costs and other related expenses; (iv) the provision of reserves for deposit in a reserve fund to be used for repairs and replacements, particularly including decks and pilings associated with piers and marinas, the funds in which shall be used solely for repairs and replacement; and (v) administrative and incidental expenses, as described below. The services to be financed by the CFD are in addition to those provided in the territory of the CFD before the date of formation of the CFD and will not supplant services already available within that territory when the CFD is created.

Administrative Expenses

The administrative expenses to be funded by the CFD include the full cost of direct and indirect expenses incurred by the City of Oakland ("City") in carrying out its duties with respect to the CFD including, but not limited to: (i) the levy and collection of the special taxes; (ii) the fees and expenses of attorneys; (iii) any fees of the County of Alameda related to the CFD or the collection of special taxes; (iv)

an allocable share of the salaries and benefits of any City staff, or consultant fees, directly related thereto and a proportionate amount of the City's general administrative overhead related thereto; (v) any amounts paid by the City with respect to the CFD or the services authorized to be financed by the CFD; (vi) expenses incurred by the City in undertaking action to foreclose on properties for which the payment of special taxes is delinquent; and (vii) all other costs and expenses of the City in any way related to the CFD.

Other

The incidental expenses that may be funded by the CFD include, in addition to the administrative expenses identified above, the payment or reimbursement to the CFD of the full cost of expenses associated with the establishment and ongoing administration of the CFD.

EXHIBIT B

**CITY OF OAKLAND
COMMUNITY FACILITIES DISTRICT NO. 2017-1
(BROOKLYN BASIN PUBLIC SERVICES)**

COST ESTIMATE

Subject to any land use changes or future annexations, the services cost estimate will not exceed the expected revenues from Residential Property and Non-Residential Property (capitalized terms as defined in the Rate and Method of Apportionment of Special Tax) within the District. However, actual revenues collected and service costs funded each Fiscal Year will depend on development that has taken place in the District, as well as service requirements and related costs. Based on current projections, revenues generated at buildout of the property in the District will be as shown in Table 1 attached. Table 2 attached presents the detailed line items that comprise the annual maintenance and replacement budget, which was used to derive the required special tax rates.

Table 1
City of Oakland
Brooklyn Basin CFD
Buildout Summary

<u>Annual Revenue at Buildout (Nov 2015 \$)</u>				
<i>Residential</i>				
Parcel ¹	Phase	No. of Units	Annual Special Tax	Annual Revenue
A	I	300	\$861 per unit	\$258,300
B	I	175	\$861 per unit	\$150,675
C	IA	175	\$861 per unit	\$150,675
D	II	175	\$861 per unit	\$150,675
E	II	131	\$861 per unit	\$112,791
H	II	376	\$861 per unit	\$323,736
J	II	339	\$861 per unit	\$291,879
K	III	322	\$861 per unit	\$277,242
L	III	146	\$861 per unit	\$125,706
M	IV	390	\$861 per unit	\$335,790
Subtotal - Residential		2,529		\$2,177,469
<i>Non-Residential</i>				
Type	Area (Sq. Ft.)		Annual Special Tax	Annual Revenue
Retail (sq. ft.)	182,000		\$0.86 per sq.ft.	\$156,520
9th Avenue Terminal (sq.ft.)	18,000		\$0.00 per sq.ft.	\$0
Total Annual Revenue at Buildout (Nov 2015 \$)				\$2,333,989
<u>Annual Maintenance/Replacement Cost at Buildout (Nov 2015 \$)</u>				
Maintenance/Replacement				Annual Cost
Reserves				(\$1,493,112)
Contingency				(\$548,196)
CFD Administration				(\$223,094)
1.7% County Collection Fee				(\$30,000)
				(\$39,015)
Total Annual Maintenance/Replacement Cost at Buildout (Nov 2015 \$)				(\$2,333,417)
Annual Surplus/(Deficit) at Buildout (Nov 2015 \$)				\$572

¹ Pursuant to the RMA, affordable housing units will be exempt from the special tax. Since parcels F and G are currently anticipated to be developed with affordable units, they are omitted from this table.

Table 2
City of Oakland
Brooklyn Basin CFD
Annual Maintenance/Replacement Costs at Buildout

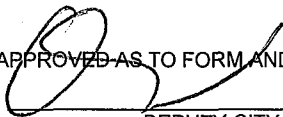
Cost Category	Annual Cost (Nov 2015 \$) ¹
Maintenance/Replacement	
Restroom Facilities	\$131,508
Restroom Facility Supplies	\$9,600
Landscaping & Irrig. - Parkways	\$92,004
Landscaping & Irrig. - Medians	\$16,044
Landscaping & Irrig. - Bio-Retention	\$46,848
Landscaping & Irrig. - Turf/Lawn	\$261,564
Landscaping & Irrig. - Shrubs/Mulch	\$96,204
Landscaping & Irrig. - Embankments	\$130,764
Decomposed Granite Trails	\$10,008
Landscaping & Irrig. Supplies	\$45,480
Trees - Trimming & General Care	\$38,652
Palm Trees - Trimming & General Care	\$31,836
Pest Control	\$13,236
Lighting/Light Fixtures	\$4,800
Lighting/Light Fixtures Supplies	\$3,600
Backflow Prevention Devices	\$3,000
Decorative Pavers - Power Wash	\$32,856
Vandalism	\$77,592
Minor Maintenance and Repairs	\$6,828
Benches	\$2,400
Bike Racks	\$600
Trash Receptacles	\$57,072
Drinking Fountains	\$5,460
Restroom Fixtures	\$3,600
Street Lights	\$34,116
Promenade Lights	\$15,012
Irrigation Controllers	\$4,548
3" Tubular Steel Railings	\$2,724
3' Retaining Walls	\$2,724
8' Retaining Walls	\$1,368
Storm Drain Piping for Bio-Retention	\$41,880
Storm Drain Pump Station	\$34,068
Storm Drain Pump Station Filters	\$19,812
License & Inspection	\$1,200
Electricity (Non-Building Facilities)	\$6,000
Water (Non-Building Facilities)	\$62,568
Reserve Study	\$2,256
Management	\$143,280
Subtotal - Maintenance/Replacement	\$1,493,112
Reserves	
Shoreline Pier Repairs	\$530,196
Clinton Basin Marina Pilings	\$18,000
Subtotal - Reserves	\$548,196
Contingency	
Contingency	\$153,098
Environmental Monitoring	\$69,996
Subtotal - Contingency	\$223,094

¹ These annual costs were established in November 2015 and reflect the estimated costs for Fiscal Year 2015-16.

EXHIBIT C

**CITY OF OAKLAND
COMMUNITY FACILITIES DISTRICT NO. 2017-1
(BROOKLYN BASIN PUBLIC SERVICES)**

RECORDED BOUNDARY MAP


APPROVED AS TO FORM AND LEGALITY
DEPUTY CITY ATTORNEY

OAKLAND CITY COUNCIL

RESOLUTION NO. _____ C.M.S.

RESOLUTION OF FORMATION OF COMMUNITY FACILITIES DISTRICT NO. 2017-1 (BROOKLYN BASIN PUBLIC SERVICES) AND AUTHORIZATION OF LEVY OF SPECIAL TAX THEREIN

WHEREAS, on October 3, 2017, the City Council (“**City Council**”) of the City of Oakland (“**City**”) adopted Resolution No. 86921 C.M.S. entitled, “A RESOLUTION OF INTENTION OF THE CITY OF OAKLAND TO: ESTABLISH CITY OF OAKLAND COMMUNITY FACILITIES DISTRICT NO. 2017-1 (BROOKLYN BASIN PUBLIC SERVICES); SCHEDULE A PUBLIC HEARING; LEVY A SPECIAL TAX TO FINANCE THE MAINTENANCE OF CERTAIN PUBLIC IMPROVEMENTS; AND APPROVE A PROPOSED BOUNDARY MAP FOR COMMUNITY FACILITIES DISTRICT NO. 2017-1 PURSUANT TO THE MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982; AND FIND COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), EACH AS A SEPARATE AND INDEPENDENT BASIS, CEQA GUIDELINE SECTIONS 15162 SUBSEQUENT ENVIRONMENTAL IMPACT REPORTS (EIRS) AND NEGATIVE DECLARATIONS, 15183 PROJECTS CONSISTENT WITH A COMMUNITY PLAN, GENERAL PLAN, OR ZONING, 15301 EXISTING FACILITIES; AND SECTION 15308 ACTIONS BY REGULATORY AGENCIES FOR PROTECTION OF THE ENVIRONMENT” (“**Resolution of Intention**”), wherein it declared its intention to establish a community facilities district to be known as the “City of Oakland Community Facilities District No. 2017-1 (Brooklyn Basin Public Services)” (“**CFD No. 2017-1**” or the “**Brooklyn Basin District**”), and to levy an annual special tax (“**Special Tax**”) to pay the costs to maintain certain public improvements pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Government Code Section 53311 et seq.) (the “**Act**”); and

WHEREAS, the Resolution of Intention incorporated by reference a map of the proposed boundaries of CFD No. 2017-1 (the “**Boundary Map**,” attached as Exhibit 4 to the Resolution of Intention); and

WHEREAS, the Resolution of Intention described the public services and administrative costs eligible to be funded by CFD No. 2017-1 (collectively, the “**Services**,” attached as Exhibit 2 to the Resolution of Intention); and

WHEREAS, the Resolution of Intention described the rate and method of apportionment of the Special Tax to be levied among parcels of nonexempt real property within CFD No. 2017-1 in order to pay for the Services (the “**Rate and Method of Apportionment**,” attached as Exhibit 3 to the Resolution of Intention); and

WHEREAS, the Resolution of Intention and all of its exhibits and attachments, including the Fiscal Agreement attached thereto as Exhibit 6, are on file with the City Clerk of the City of Oakland (“**City Clerk**”), with a full copy of said Resolution of Intention and all of its exhibits attached hereto as Attachment A, and the provisions thereof are all incorporated herein by this reference as if fully set forth in this Resolution; and

WHEREAS, the Resolution of Intention called for the City Council to hold a public hearing on the formation of CFD No. 2017-1 on November 7, 2017, and the City Council held the public hearing on the formation of the CFD as required by the Act and the Resolution of Intention; and

WHEREAS, prior to the adoption of the Resolution of Intention, landowners representing 100% of the qualified electors within CFD No. 2017-1 subject to the Special Tax filed with the City Clerk a Waiver and Consent with Respect to Conduct of Public Hearings and Mail Ballot Election for Landowner Election for a Community Facilities District (the “**Waiver and Consent**,” a form of which is attached as Exhibit 5 to the Resolution of Intention), by which, among other things, the time limits and related requirements with respect to the formation of CFD No. 2017-1 and preparation and distribution of election materials were waived; and

WHEREAS, consistent with the Waiver and Consent, no written protests have been filed with the City Clerk with respect to the formation of CFD No. 2017-1 by fifty percent (50%) or more of the registered voters residing within the boundaries of CFD No. 2017-1 or by property owners that own fifty percent (50%) or more of the land area within CFD No. 2017-1 and not exempt from the Special Tax; and

WHEREAS, the Special Tax proposed to be levied by CFD No. 2017-1 to pay for the Services has not been eliminated by protest of fifty percent (50%) or more of the registered voters residing within the boundaries of CFD No. 2017-1 or by property owners that own fifty percent (50%) or more of the land area within CFD No. 2017-1 and not exempt from the Special Tax; and

WHEREAS, all interested persons desiring to be heard on all matters relating to the formation of CFD No. 2017-1, the Services and the levy of the Special Tax were heard at the public hearing and a full and fair hearing was held; and

WHEREAS, the City was fully advised at the public hearing regarding the formation of CFD No. 2017-1, and it was determined that a majority protest under Section 53324 of the Act was not made at the hearing; and

WHEREAS, the City Council has adopted this Resolution pursuant to Section 53325.1 of the Act, thereby completing its proceedings for formation of proposed CFD; now, therefore, be it

RESOLVED: That the City Council finds and determines that the foregoing recitals are true and correct; and be it

FURTHER RESOLVED: That the proposed Special Tax to be levied within CFD No. 2017-1 has not been precluded by majority protest pursuant to Section 53324 of the Act; and be it

FURTHER RESOLVED: That formation of CFD No. 2017-1 is in conformity with the City's Amended and Restated Local Goals and Policies and Appraisal Standards for Community Facilities Districts, as adopted by Resolution No. 85664 C.M.S. on June 17, 2015 (the "Restated Goals and Policies"), with a copy of the Restated Goals and Policies attached as Exhibit 1 to the Resolution of Intention; and be it

FURTHER RESOLVED: That the Services that are proposed to be financed by CFD No. 2017-1, as set forth in Exhibit 2 to the Resolution of Intention, are hereby found to be necessary as the result of development occurring within CFD No. 2017-1; and be it

FURTHER RESOLVED: That the proposed Rate and Method of Apportionment of the Special Tax among parcels of nonexempt real property within CFD No. 2017-1, described in sufficient detail to allow each parcel owner within the Brooklyn Basin District to estimate the maximum amount each such owner will have to pay (acknowledging certain permitted exemptions as provided for under the Rate and Method of Apportionment), as set forth in Exhibit 3 of the Resolution of Intention, is hereby found to be reasonable; and be it

FURTHER RESOLVED: That the Office of the City Administrator of the City of Oakland or its designee ("City Administrator"), located at _____, Oakland, California; Phone No. (510) ___-____, is the office of the City that will be responsible for preparing annually a current roll of special tax levy obligations by assessor's parcel number, and that will be responsible for estimating future special tax levies pursuant to Section 53340.2 of the Act, and be it

FURTHER RESOLVED: That upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code, a continuing lien to secure each levy of the Special Tax shall attach to all nonexempt real property in CFD No. 2017-1 and this lien shall continue in force and effect until collection of the tax by the legislative body ceases; and be it

FURTHER RESOLVED: That the Boundary Map, attached as Exhibit 4 to the Resolution of Intention, recorded in Book 18 of Maps of Assessments and Community Facilities Districts at Page 85 in the Office of the County Clerk-Recorder in Alameda County, is hereby approved and is incorporated herein by this reference, and shall be the boundaries of CFD No. 2017-1; and be it

FURTHER RESOLVED: That all proceedings taken in connection with the establishment of CFD No. 2017-1 and the levy of the Special Tax have been duly considered by the City Council and are hereby found and determined to be valid and in conformity with the requirements of the Act; and be it

FURTHER RESOLVED: That the community facilities district designated as “City of Oakland Community Facilities District No. 2017-1 (Brooklyn Basin Public Services)” in the City of Oakland, County of Alameda, is hereby established pursuant to the Act; and be it

FURTHER RESOLVED: That pursuant to the provisions of the Act, the proposition of the levy of the Special Tax shall be submitted to the qualified electors of CFD No. 2017-1 at an election, the time, place and conditions of which election shall be as specified by a separate resolution; and be it

FURTHER RESOLVED: That this Resolution shall become effective immediately upon passage.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 2017

PASSED BY THE FOLLOWING VOTE:

AYES- BROOKS, CAMPBELL-WASHINGTON, GALLO, GIBSON MCELHANEY,
 GUILLÉN, KALB, KAPLAN AND PRESIDENT REID

NOES-

ABSENT-

ABSTENTION-

ATTEST: _____
 LaTonda Simmons
 City Clerk and Clerk of the Council
 City of Oakland, California

ATTACHMENT A

**Copy of Resolution of Intention for
City of Oakland Community Facilities District No. 2017-1 (Brooklyn Basin Public Services)**

2017 SEP 21 PM 12:10

REVISED
APPROVED AS TO *form* AND LEGALITY


DEPUTY CITY ATTORNEY

OAKLAND CITY COUNCIL

RESOLUTION NO 86921 C.M.S.

A RESOLUTION OF INTENTION OF THE CITY OF OAKLAND TO: ESTABLISH CITY OF OAKLAND COMMUNITY FACILITIES DISTRICT NO. 2017-1 (BROOKLYN BASIN PUBLIC SERVICES); SCHEDULE A PUBLIC HEARING; LEVY A SPECIAL TAX TO FINANCE THE MAINTENANCE OF CERTAIN PUBLIC IMPROVEMENTS; AND APPROVE A PROPOSED BOUNDARY MAP FOR COMMUNITY FACILITIES DISTRICT NO. 2017-1 PURSUANT TO THE MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982; AND FIND COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), EACH AS A SEPARATE AND INDEPENDENT BASIS, CEQA GUIDELINE SECTIONS 15162 SUBSEQUENT ENVIRONMENTAL IMPACT REPORTS (EIRS) AND NEGATIVE DECLARATIONS, 15183 PROJECTS CONSISTENT WITH A COMMUNITY PLAN, GENERAL PLAN, OR ZONING, 15301 EXISTING FACILITIES; AND SECTION 15308 ACTIONS BY REGULATORY AGENCIES FOR PROTECTION OF THE ENVIRONMENT

WHEREAS, on January 20, 2009, the City of Oakland City Council ("City Council") adopted Resolution No. 81769 C.M.S., resolving all appeals and approving Vesting Tentative Tract Maps 7621 ("VTTMs") within the D-OTN Oak to Ninth District; where the VTTMs showed the creation of three small parks and other public improvements and services as part of the development project; and whereby Conditions of Approval 38 and 39 require the project sponsor, as defined in Resolution No. 79981 C.M.S., to enter into an agreement with the City to secure the long-term maintenance of said parks and other public improvements if the latter is offered for dedication to and accepted by the City as set forth in Attachment A to this resolution; and

WHEREAS, the City of Oakland (the "City") desires to establish a community facilities district to provide funds to maintain certain necessary public improvements to be constructed to meet increased demands to be placed on the City as a result of development within the Brooklyn Basin District (as defined below); and

WHEREAS, in order to finance the cost of such maintenance (the "Services," as set forth on Exhibit 2), the City proposes to establish a community facilities district in accordance with the Mello-Roos Community Facilities Act of 1982, as amended (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, pursuant to the Act, on July 2, 2013, the City has heretofore adopted local goals establishing policies and appraisal standards for the formation and use of community facilities districts, which were subsequently amended and restated by the Amended and Restated Local Goals and Policies and Appraisal Standards for Community Facilities Districts, as adopted by the City Council (Resolution No. 85664 C.M.S.) on June 17, 2015 (the "Restated Goals and Policies"), with a copy of the Restated Goals and Policies attached hereto as Exhibit 1 and incorporated herein by reference; and

WHEREAS, the proposed community facilities district shall be known as the "City of Oakland Community Facilities District No. 2017-1 (Brooklyn Basin Public Services)" ("CFD No. 2017-1" or the "Brooklyn Basin District"); and

WHEREAS, the Services, including incidental expenses that are proposed to be financed by the Brooklyn Basin District are set forth on Exhibit 2 attached hereto and incorporated herein by reference; and

WHEREAS, except where funds are otherwise available, the City shall levy an annual special tax sufficient to pay for the Services, secured by recordation of a continuing lien against all nonexempt real property within CFD No. 2017-1 ("Special Tax"); and

WHEREAS, the proposed rate and method of apportionment of the Special Tax to be levied among parcels of non-exempt real property within the Brooklyn Basin District, in sufficient detail to allow each parcel owner within the proposed Brooklyn Basin District to estimate the maximum amount each such owner will have to pay, is set forth in Exhibit 3 attached hereto and incorporated herein by reference (the "Rate and Method of Apportionment"); and

WHEREAS, the City desires to proceed with the actions necessary to consider the establishment of the Brooklyn Basin District; and

WHEREAS, the proposed boundaries of the Brooklyn Basin District are shown on the boundary map entitled "Proposed Boundaries of Community Facilities District No. 2017-1 (Brooklyn Basin Public Services)" (the "Boundary Map") attached hereto as Exhibit 4 and incorporated herein by this reference; and

WHEREAS, the Special Tax will be levied on the nonexempt properties within the boundaries of the Brooklyn Basin District and will be subject to the approval of the qualified electors in the Brooklyn Basin District at a mail ballot election; and

WHEREAS, the landowners within CFD No. 2017-1, representing 100% of the qualified electors within CFD No. 2017-1 subject to the Special Tax, have each filed with the City Clerk a Waiver and Consent with Respect to Conduct of Public Hearings and Mail Ballot Election for Landowner Election for a Community Facilities District ("Waiver and Consent"), in substantially the form attached hereto as Exhibit 5 and hereby incorporated by reference, by which, among other things, the time limits and related requirements with respect to the formation of CFD No. 2017-1 and the preparation and distribution of election materials are waived; and

WHEREAS, the developer, Zarsion-OHP 1, LLC (the "Developer") has entered into a Fiscal Agreement with the City ("Fiscal Agreement") wherein the Developer agrees to pay any shortfall if the Special Tax revenues are insufficient to pay for the costs of the Services and also provides that Developer will be reimbursed for any overpayments subject to any amounts that are to be deposited into the Reserve Fund (as that term is defined under the Fiscal Agreement); and

WHEREAS, the Special Tax will be subject to annual audit; and

WHEREAS, pursuant to Section 53321 of the Act, the City Council wishes to declare its intention to form a community facilities district based on the Agenda Report submitted to and reviewed by the Rules & Legislation Committee of the City Council on May 4, 2017, and to establish a date, time and place for a public hearing on the formation of the Brooklyn Basin District; and

WHEREAS, on January 20, 2009, the City Council approved Resolution No. 81769 C.M.S. rescinding certification of the Oak to Ninth Project Environmental Impact Report, approving revisions to the analysis in the EIR, recertifying the EIR as revised, and readopting the CEQA findings and Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program as revised; and

WHEREAS, in accordance with CEQA Guidelines sections 15162 and 15163, the City hereby finds that, based on substantial evidence in the record, the City finds that none of the circumstances necessitating preparation of a subsequent or supplemental EIR are present and each as a separate and independent basis, this action is otherwise exempt from CEQA review under CEQA Guidelines section 15183 (projects consistent with a community plan, general plan or zoning), 15301 (existing facilities), and 15308 (actions by regulatory agencies for the protection of the environment); now, therefore be it

RESOLVED: That the City Council hereby finds and determines that the foregoing recitals are true and correct; and be it

FURTHER RESOLVED: That the City Council hereby finds and determines that the proposed formation of CFD No. 2017-1 is in compliance with the Restated Goals and Policies; and be it

FURTHER RESOLVED: That the City Council hereby finds and determines that the proposed Services are in addition to those currently provided by the City and will be of benefit to the City; and be it

FURTHER RESOLVED: That the City Council hereby approves the Fiscal Agreement, attached hereto as Exhibit 6, and acknowledges receipt of the Estoppel Certificate, attached hereto as Exhibit 7; and be it

FURTHER RESOLVED: That the City Council hereby approves the Boundary Map attached hereto as Exhibit 4 and adopts the boundaries shown thereon as describing the extent of the territory to be included in the proposed community facilities district to be known as the "City of Oakland Community Facilities District No. 2017-1 (Brooklyn Basin Public Services)," and

finds that the Boundary Map is in the form and contains the matters prescribed by applicable law; and be it

FURTHER RESOLVED: That the City Clerk is hereby directed to certify the adoption of this resolution on the face of the Boundary map and to file a copy with the County Recorder in the book of maps of assessment and community facilities districts no later than fifteen (15) days after the adoption of this resolution; and be it

FURTHER RESOLVED: That the City Council hereby adopts the levy of the Special Tax and the Rate and Method of Apportionment set forth in Exhibit 3 and, upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code, a continuing lien to secure each levy of the Special Tax shall attach to all nonexempt real property within CFD No. 2017-1; that pursuant to Section 53340 of the Act, the Special Tax will be collected in the same manner as ordinary *ad valorem* property taxes, or by any other method or time that the City determines to be in its best interests, including, but not limited to, direct billing of the parcel owners and supplemental billing; and be it

FURTHER RESOLVED: That the levy of the Special Tax shall be subject to the approval of the qualified electors of the CFD No. 2017-1 at a special election, that the proposed voting procedure shall be by mailed or hand-delivered ballot among the landowners in the proposed CFD No. 2017-1, with each owner having one vote for each gross acre or portion of an acre of land such owner owns in CFD No. 2017-1 not exempt from the Special Tax; and be it

FURTHER RESOLVED: That except as may otherwise be provided by law or the Rate and Method of Apportionment of the Special Tax for CFD No. 2017-1, all lands owned by any public entity, including the United States, the State of California, the City and/or any departments or political subdivisions of any thereof, shall be omitted from the levy of the Special Tax made to cover the costs and expenses of the Services and any expenses of CFD No. 2017-1; and be it

FURTHER RESOLVED: Except where funds are otherwise available, the City shall levy the Special Tax secured by recordation of a continuing lien against all nonexempt real property within CFD No. 2017-1; and be it

FURTHER RESOLVED: That no bonds are authorized to be issued by these proceedings, and be it

FURTHER RESOLVED: That the City Administrator or its designee, as the officer who is or will be responsible for providing one or more of the proposed types of Services to be financed by the Brooklyn Basin District, in conjunction with a qualified consultant, is hereby ordered to prepare the report required by Section 53321.5 of the Act, and it will be considered as part of the public hearing on the formation of CFD No. 2017-1; and be it

FURTHER RESOLVED: That the City Administrator or its designee will create a separate fund for the Brooklyn Basin District and is authorized to reimburse Developer for overpayments as described in the Fiscal Agreement from moneys other than amounts set aside in the Reserve Fund; and be it

FURTHER RESOLVED: That the City Council hereby approves the form of the Waiver and Consent and finds that the rights, procedures and time periods therein waived are solely for the protection of the voters, may be waived under Section 53326(a) of the Act, and that the Waiver and Consent constitutes a full and knowing waiver, by any voter who has executed the form, of those rights, procedures and time periods. Pursuant to the Waiver and Consent, the City Council hereby sets a public hearing to be held on November 7, 2017, at 7:00 p.m., or as soon thereafter so the item may be heard, in the Council Chambers, One Frank Ogawa Plaza, Oakland, California as the time and place for the public hearing on the formation of CFD No. 2017-1; and be it

FURTHER RESOLVED: That the City Council, as legislative body for CFD No. 2017-1 will conduct a public hearing on the establishment of CFD No. 2017-1 and shall consider and finally determine whether the public interest, convenience and necessity require the formation of CFD No. 2017-1 and the levy of the Special Tax; that at the hearing, testimony concerning CFD No. 2017-1, the extent of CFD No. 2017-1 and the furnishing of the particular types of public services will be heard and protests will be considered from registered voters residing within CFD No. 2017-1 and persons owning real property within CFD No. 2017-1; that written protests by a majority of the registered voters (if at least six such voters protest), or by the owners of a majority of the land which would be subject to the Special Tax within the proposed CFD No. 2017-1, received by the City Clerk will be made available by the City Clerk at or before the time fixed for the hearing, and that if such protests are directed against certain elements of the proposed Services or proposed Special Tax, and if such protests constitute a majority protest, only those elements shall be deleted from the proceedings; and be it

FURTHER RESOLVED: The City Council independently finds and determines that CFD 2017-1 is subject to the Oak to Ninth Avenue Project Environmental Impact Report and, because CFD 2017-1 is not a substantive change to the approved project, that no further environmental review is required. None of the circumstances that require a supplemental or subsequent EIR pursuant to CEQA Guidelines Sections 15162 or 15163 have occurred, and the Environmental Review Officer is directed to file, or cause to be filed, a Notice of Determination/Exemption with the appropriate agencies; and be it

FURTHER RESOLVED: The City Council independently finds and determines each as a separate and independent basis that CFD No. 2017-1 is exempt from CEQA pursuant to CEQA Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning), Section 15301 (Existing Facilities), and Section 15308 (Actions by Regulatory Agencies for Protection of the Environment); and be it

FURTHER RESOLVED: The City Clerk is hereby directed to cause notice of the public hearing to be given by publication one time in a newspaper published in the area of the Brooklyn Basin District. The publication shall be completed at least 7 days before the date of the public hearing specified above. The notice of the public hearing shall be substantially in the form specified in Section 53322 of the Act, with the notice summarizing the provisions hereby specifically approved; and be it

FURTHER RESOLVED: That this Resolution shall take effect upon its adoption.

IN COUNCIL, OAKLAND, CALIFORNIA, OCT 03 2017, 2017

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, CAMPBELL-WASHINGTON, GALLO, GIBSON MCELHANEY,
GUILLÉN, KALB, KAPLAN AND PRESIDENT REID *ES*

NOES - *Ø*

ABSENT - *Ø*

ABSTENTION *Ø*

ATTEST:



LaTonda Simmons
City Clerk and Clerk of the
Council of the City of Oakland,
California

FILED
OFFICE OF THE CITY CLERK
OAKLAND

2017 SEP 21 PM 12:10

REVISED
APPROVED AS TO *form* AND LEGALITY

DEPUTY CITY ATTORNEY

OAKLAND CITY COUNCIL

RESOLUTION NO. _____ C.M.S.

A RESOLUTION OF INTENTION OF THE CITY OF OAKLAND TO: ESTABLISH CITY OF OAKLAND COMMUNITY FACILITIES DISTRICT NO. 2017-1 (BROOKLYN BASIN PUBLIC SERVICES); SCHEDULE A PUBLIC HEARING; LEVY A SPECIAL TAX TO FINANCE THE MAINTENANCE OF CERTAIN PUBLIC IMPROVEMENTS; AND APPROVE A PROPOSED BOUNDARY MAP FOR COMMUNITY FACILITIES DISTRICT NO. 2017-1 PURSUANT TO THE MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982; AND FIND COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), EACH AS A SEPARATE AND INDEPENDENT BASIS, ~~CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)~~ GUIDELINE SECTIONS 15162 SUBSEQUENT ENVIRONMENTAL IMPACT REPORTS (EIRS) AND NEGATIVE DECLARATIONS, 15183 PROJECTS CONSISTENT WITH A COMMUNITY PLAN, GENERAL PLAN, OR ZONING, 15301 EXISTING FACILITIES; AND SECTION 15308 ACTIONS BY REGULATORY AGENCIES FOR PROTECTION OF THE ENVIRONMENT

WHEREAS, on January 20, 2009, the City of Oakland City Council ("City Council") adopted Resolution No. 81769 C.M.S., resolving all appeals and approving Vesting Tentative Tract Maps 7621 ("VTTMs") within the D-OTN Oak to Ninth Zoning District; where the VTTMs showed the creation of three small parks and other public improvements and services as part of the development project; and whereby Conditions of Approval 38 and 39 require the project sponsor, as defined in Resolution No. 79981 C.M.S., to enter into an agreement with the City to secure the long-term maintenance of said parks and other public improvements if the latter is offered for dedication to and accepted by the City as set forth in Attachment A to this resolution; and

WHEREAS, the City of Oakland (the "City") desires to establish a community facilities district to provide funds to maintain certain necessary public improvements to be constructed to meet increased demands to be placed on the City as a result of development within the Brooklyn Basin District (as defined below); and

WHEREAS, in order to finance the cost of such maintenance (the "Services," as set forth on Exhibit 2), the City proposes to establish a community facilities district in accordance with the Mello-Roos Community Facilities Act of 1982, as amended (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, pursuant to the Act, on July 2, 2013, the City has heretofore adopted local goals establishing policies and appraisal standards for the formation and use of community facilities districts, which were subsequently amended and restated by the Amended and Restated Local Goals and Policies and Appraisal Standards for Community Facilities Districts, and as adopted by the City Council (Resolution No. 85664 C.M.S.) -on June 17, 2015 (the "Restated Goals and Policies"), with a copy of the Restated Goals and Policies attached hereto as Exhibit 1 and incorporated herein by reference; and

WHEREAS, the proposed community facilities district shall be known as the "City of Oakland Community Facilities District No. 2017-1 (Brooklyn Basin Public Services)" ("CFD No. 2017-1" or the "Brooklyn Basin District"); and

WHEREAS, the Services, including incidental expenses that are proposed to be financed by the Brooklyn Basin District are set forth on Exhibit 2 attached hereto and incorporated herein by reference; and

WHEREAS, except where funds are otherwise available, the City shall levy an annual special tax sufficient to pay for the Services, secured by recordation of a continuing lien against all nonexempt real property within CFD No. 2017-1 ("Special Tax"); and

WHEREAS, the proposed rate and method of apportionment of the Special Tax to be levied among parcels of non-exempt real property within the Brooklyn Basin District, in sufficient detail to allow each parcel owner within the proposed Brooklyn Basin District to estimate the maximum amount each such owner will have to pay, is set forth in Exhibit 3 attached hereto and incorporated herein by reference (the "Rate and Method of Apportionment"); and

WHEREAS, the City desires to proceed with the actions necessary to consider the establishment of the Brooklyn Basin District; and

WHEREAS, the proposed boundaries of the Brooklyn Basin District are shown on the boundary map entitled "Proposed Boundaries of Community Facilities District No. 2017-1 (Brooklyn Basin Public Services)" (the "Boundary Map") attached hereto as Exhibit 4 and incorporated herein by this reference; and

WHEREAS, the Special Tax will be levied on the nonexempt properties within the boundaries of the Brooklyn Basin District and will be subject to the approval of the qualified electors in the Brooklyn Basin District at a mail ballot election; and

WHEREAS, the landowners within CFD No. 2017-1, representing 100% of the qualified electors within CFD No. 2017-1 subject to the Special Tax, have each filed with the City Clerk a Waiver and Consent with Respect to Conduct of Public Hearings and Mail Ballot Election for Landowner Election for a Community Facilities District ("Waiver and Consent"), in substantially the form of which is attached hereto as Exhibit 5 and hereby incorporated by reference, by which, among other things, the time limits and related requirements with respect to the formation of CFD No. 2017-1 and the preparation and distribution of election materials are waived; and

WHEREAS, the developer, Zarsion-OHP 1, LLC (the "Developer") has entered into a Fiscal Agreement with the City ("Fiscal Agreement") wherein the Developer agrees to pay any shortfall if the Special Tax revenues are insufficient to pay for the costs of the Services and also provides that Developer will be reimbursed for any overpayments subject to any amounts that are to be deposited into the Reserve Fund (as that term is defined under the Fiscal Agreement); and

WHEREAS, the Special Tax will be subject to annual audit; and

WHEREAS, pursuant to Section 53321 of the Act, the City Council wishes to declare its intention to form a community facilities district based on the Agenda Report submitted to and reviewed by the Rules & Legislation Committee of the City Council on May 4, 2017, and to establish a date, time and place for a public hearing on the formation of the Brooklyn Basin District; and

WHEREAS, on January 20, 2009, the City Council approved Resolution No. 81769 C.M.S. rescinding certification of the Oak to Ninth Project Environmental Impact Report, approving revisions to the analysis in the EIR, recertifying the EIR as revised, and readopting the CEQA findings and Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program as revised; and

WHEREAS, in accordance with CEQA Guidelines sections 15162 and 15163, the City hereby finds that, based on substantial evidence in the record, the City finds that none of the circumstances necessitating preparation of a subsequent or supplemental EIR are present and each as a separate and independent basis, this action is otherwise exempt from CEQA review under CEQA Guidelines section 15183 (projects consistent with a community plan, general plan or zoning), 15301 (existing facilities), and 15308 (actions by regulatory agencies for the protection of the environment); now, therefore be it

RESOLVED: That the City Council hereby finds and determines that the foregoing recitals are true and correct; and be it

FURTHER RESOLVED: That the City Council hereby finds and determines that the proposed formation of CFD No. 2017-1 is in compliance with the Restated Goals and Policies; and be it

FURTHER RESOLVED: That the City Council hereby finds and determines that the proposed Services are in addition to those currently provided by the City and will be of benefit to the City; and be it

FURTHER RESOLVED: That the City Council hereby approves the Fiscal Agreement, attached hereto as Exhibit 6, and acknowledges receipt of the Estoppel Certificate, attached hereto as Exhibit 7; and be it

FURTHER RESOLVED: That the City Council hereby approves the Boundary Map attached hereto as Exhibit 4 and adopts the boundaries shown thereon as describing the extent of the territory to be included in the proposed community facilities district to be known as the "City of Oakland Community Facilities District No. 2017-1 (Brooklyn Basin Public Services)," and

finds that the Boundary Map is in the form and contains the matters prescribed by applicable law; and be it

FURTHER RESOLVED: That the City Clerk is hereby directed to certify the adoption of this resolution on the face of the Boundary map and to file a copy with the County Recorder in the book of maps of assessment and community facilities districts no later than fifteen (15) days after the adoption of this resolution; and be it

FURTHER RESOLVED: That the City Council hereby adopts the levy of the Special Tax and the Rate and Method of Apportionment set forth in Exhibit 3 and, upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code, a continuing lien to secure each levy of the Special Tax shall attach to all nonexempt real property within CFD No. 2017-1; that pursuant to Section 53340 of the Act, the Special Tax will be collected in the same manner as ordinary *ad valorem* property taxes, or by any other method or time that the City determines to be in its best interests, including, but not limited to, direct billing of the parcel owners and supplemental billing; and be it

FURTHER RESOLVED: That the levy of the Special Tax shall be subject to the approval of the qualified electors of the CFD No. 2017-1 at a special election, that the proposed voting procedure shall be by mailed or hand-delivered ballot among the landowners in the proposed CFD No. 2017-1, with each owner having one vote for each gross acre or portion of an acre of land such owner owns in CFD No. 2017-1 not exempt from the Special Tax; and be it

FURTHER RESOLVED: That except as may otherwise be provided by law or the Rate and Method of Apportionment of the Special Tax for CFD No. 2017-1, all lands owned by any public entity, including the United States, the State of California, the City and/or any departments or political subdivisions of any thereof, shall be omitted from the levy of the Special Tax made to cover the costs and expenses of the Services and any expenses of CFD No. 2017-1; and be it

FURTHER RESOLVED: Except where funds are otherwise available, the City shall levy the Special Tax secured by recordation of a continuing lien against all nonexempt real property within CFD No. 2017-1; and be it

FURTHER RESOLVED: That no bonds are authorized to be issued by these proceedings, and be it

FURTHER RESOLVED: That the City Administrator or its designee, as the officer who is or will be responsible for providing one or more of the proposed types of Services to be financed by the Brooklyn Basin District, in conjunction with a qualified consultant, is hereby ordered to prepare the report required by Section 53321.5 of the Act, and it will be considered as part of the public hearing on the formation of CFD No. 2017-1; and be it

FURTHER RESOLVED: That the City Administrator or its designee will create a separate fund for the Brooklyn Basin District and is authorized to reimburse Developer for overpayments as described in the Fiscal Agreement from moneys other than amounts set aside in the Reserve Fund; and be it

FURTHER RESOLVED: That the City Council hereby approves the form of the Waiver and Consent and finds that the rights, procedures and time periods therein waived are solely for the protection of the voters, may be waived under Section 53326(a) of the Act, and that the Waiver and Consent constitutes a full and knowing waiver, by any voter who has executed the form, of those rights, procedures and time periods. Pursuant to the Waiver and Consent, the City Council hereby sets a public hearing to be held on ~~July 18~~ November 7, 2017, at 7:00 p.m., or as soon thereafter so the item may be heard, in the Council Chambers, One Frank Ogawa Plaza, Oakland, California as the time and place for the public hearing on the formation of CFD No. 2017-1; and be it

FURTHER RESOLVED: That the City Council, as legislative body for CFD No. 2017-1 will conduct a public hearing on the establishment of CFD No. 2017-1 and shall consider and finally determine whether the public interest, convenience and necessity require the formation of CFD No. 2017-1 and the levy of the Special Tax; that at the hearing, testimony concerning CFD No. 2017-1, the extent of CFD No. 2017-1 and the furnishing of the particular types of public services will be heard and protests will be considered from registered voters residing within CFD No. 2017-1 and persons owning real property within CFD No. 2017-1; that written protests by a majority of the registered voters (if at least six such voters protest), or by the owners of a majority of the land which would be subject to the Special Tax within the proposed CFD No. 2017-1, received by the City Clerk will be made available by the City Clerk at or before the time fixed for the hearing, and that if such protests are directed against certain elements of the proposed Services or proposed Special Tax, and if such protests constitute a majority protest, only those elements shall be deleted from the proceedings; and be it

FURTHER RESOLVED: The City Council independently finds and determines that ~~the~~ CFD 2017-1 is subject to the Oak to Ninth Avenue Project Environmental Impact Report and, because CFD 2017-1 is not a substantive change to the approved project, that no further environmental review is required. None of the circumstances that require a supplemental or subsequent EIR pursuant to CEQA Guidelines Sections 15162 or 15163 have occurred, and the Environmental Review Officer is directed to file, or cause to be filed, a Notice of Determination/Exemption with the appropriate agencies; and be it

FURTHER RESOLVED: The City Council independently finds and determines each as a separate and independent basis that CFD No. 2017-1 is exempt from CEQA pursuant to CEQA Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning), Section 15301 (Existing Facilities), and Section 15308 (Actions by Regulatory Agencies for Protection of the Environment); and be it

FURTHER RESOLVED: The City Clerk is hereby directed to cause notice of the public hearing to be given by publication one time in a newspaper published in the area of the Brooklyn Basin District. The publication shall be completed at least 7 days before the date of the public hearing specified above. The notice of the public hearing shall be substantially in the form specified in Section 53322 of the Act, with the notice summarizing the provisions hereby specifically approved; and be it

FURTHER RESOLVED: That this Resolution shall take effect upon its adoption.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 2017

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, CAMPBELL-WASHINGTON, GALLO, GIBSON MCELHANEY,
GUILLÉN, KALB, KAPLAN AND PRESIDENT REID

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____

LaTonda Simmons
City Clerk and Clerk of the
Council of the City of Oakland,
California

Attachment A

Resolution No. 79981 C.M.S.

OFFICE OF THE DEPUTY CITY CLERK
2006 JUN -8 PM 10:13

APPROVED AS TO FORM AND LEGALITY

Hee
DEPUTY CITY ATTORNEY

OAKLAND CITY COUNCIL

RESOLUTION NO. 79981 C. M. S.

RESOLUTION DENYING THE APPEAL FILED BY ARTHUR D. LEVY AND SUSTAINING THE MARCH 15, 2006 PLANNING COMMISSION ACTIONS IN CONNECTION WITH THE APPROVALS, AND CERTIFICATION OF THE ENVIRONMENTAL IMPACT REPORT, FOR THE OAK TO NINTH AVENUE MIXED USE DEVELOPMENT PROJECT

WHEREAS, on May 28, 2004, in accordance with the California Environmental Quality Act ("CEQA"), City staff issued a Notice of Preparation stating the City's intent to prepare an Environmental Impact Report ("EIR") for the Oak to Ninth Avenue Mixed Use Development Project ("Project"); and

WHEREAS, as part of the proposed Project, the applicant requested approval of amendments to the Estuary Policy Plan, amendments to the City's Zoning Code to rezone the Project site and adopt the Planned Waterfront Zoning District (PWD-4), amendments to the Central City East Redevelopment Plan and the Central District Urban Renewal Plan, a Development Agreement, a Vesting Tentative Tract Map, a Preliminary Development Plan, a Tree Removal Permit, and a Conditional Use Permit for activities in the Open Space-Region Serving Park zone; and

WHEREAS, on September 1, 2005, the Draft EIR for the Project, SCH #2004062013, was released by the City for a 54-day public review and comment period, and on September 28, 2005, October 12, 2005, and October 17, 2005, respectively, the Planning Commission, the Parks and Recreation Advisory Commission, and the Landmarks Preservation Advisory Board held public hearings to provide the public with additional opportunities to comment on the DEIR; and

WHEREAS, on December 3, 2005, the Planning Commission conducted a site visit to the Project site; and

WHEREAS, on February 1, 2006, the City released the Final EIR for the Project and on June 9, 2006 the City published an addendum to the Final EIR; and

WHEREAS, on February 8, 2006, the Parks and Recreation Advisory Commission, and, on January 9, 2006 and February 27, 2006, the Landmarks Preservation Advisory Board, held public hearings on the Project, and

WHEREAS, on December 14, 2005 and January 25, 2006, the Design Review Committee of the Planning Commission held public hearings on the Project; and

WHEREAS, on January 25, 2006, the Planning Commission held a public hearing to discuss the major environmental and policy issues pertaining to the Project; and

WHEREAS, on March 15, 2006, the Planning Commission held a public hearing on the Project and certified the EIR, adopted CEQA Findings and a Statement of Overriding Considerations, adopted a Mitigation Monitoring and Reporting Program, adopted General Findings, recommended adoption of General Plan Amendments, recommended adoption of amendments to two Redevelopment Plans, recommended adoption of an ordinance rezoning the Project site from M-40 and S-2/S-4 to Planned Waterfront Zoning District-4, Open Space-Region Serving Park, and S-2/S-4, recommended adoption of an ordinance adopting the Planned Waterfront District-4 zoning district, recommended adoption of a Development Agreement ordinance, approved a Preliminary Development Plan, approved Design Guidelines, approved a Vesting Tentative Subdivision Map, and adopted Conditions of Approval; and

WHEREAS, an appeal of the Planning Commission actions was filed on March 24, 2006 by Arthur D. Levy on behalf of Oakland Heritage Alliance, Rajiv Bhatia, John Sutter, East Bay Bicycle Coalition, League of Women Voters of Oakland, Waterfront Action, Coalition of Advocates for Lake Merritt, and Sierra Club Northern Alameda County Regional Group; and

WHEREAS, on March 28, 2006 the City Council and the Oakland Redevelopment Agency held a public Informational Workshop on the Project and the Project approvals; and

WHEREAS, the City Council and Oakland Redevelopment Agency held a public hearing on June 20, 2006, which was noticed in accordance with legal requirements; and

WHEREAS, the appellants and all other interested parties were given the opportunity to participate in the public hearing through oral testimony and the submittal of written comments; and

WHEREAS, on June 20, 2006, the City Council fully reviewed, considered, and evaluated the Project EIR, all of the staff reports prepared for the Project including the attachments to the staff reports, public testimony, and all other documents and evidence in the public record on the Project and the appeal;

NOW, THEREFORE, BE IT RESOLVED that the appellants have not shown, based on evidence in the record, that the Planning Commission's decisions were made in error, that there was an abuse of discretion by the Planning Commission, that the Planning Commission's decision was otherwise improper, or that the City's notices, agendas, and appeal procedures were unlawful in any manner. This determination is based, in part, on the EIR, the staff reports and attachments prepared for the Planning Commission hearings on the Project and the staff report and attachments prepared for the City Council on the Project and this appeal, each of which is incorporated herein by reference. Accordingly, the appeal is denied and the Planning Commission's March 15, 2006 actions are upheld as modified by the City Council; and be it

FURTHER RESOLVED that the City Council affirms and adopts the CEQA Findings attached to this Resolution as Exhibit A, the Mitigation, Monitoring and Reporting Program attached as Exhibit B, the Conditions of Approval attached as Exhibit C, and the General Findings attached as Exhibit D, each of which is incorporated herein by reference; and be it

FURTHER RESOLVED that City staff is directed to undertake the clerical task of amending Exhibits A, B, C, and D, if necessary to conform to this Resolution.

IN COUNCIL, OAKLAND, CALIFORNIA, June 20, 2006

PASSED BY THE FOLLOWING VOTE:

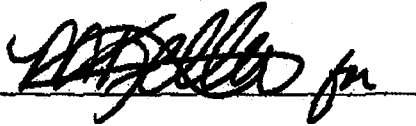
JUN 20 2006

AYES- ~~WATKINS~~, BRUNNER, CHANG, KERNIGHAN, NADEL,
NOES- ~~0~~ REID, QUAN, AND PRESIDENT DE LA FUENTE - 6

ABSENT- ~~0~~

ABSTENTION- 2 Brooks And Quan

ATTEST:



City Clerk and Clerk of the Council of the
City of Oakland, California

Exhibit 1

Restated Goals and Policies

Exhibit 1

Resolution No. 85664-C.M.S.

**(adopting the Amended and Restated Local Goals and Policies and Appraisal Standards
for Community Facilities Districts City of Oakland)**

EXHIBIT 1

AMENDED AND RESTATED LOCAL GOALS AND POLICIES AND APPRAISAL STANDARDS FOR COMMUNITY FACILITIES DISTRICTS CITY OF OAKLAND

The City of Oakland ("City") hereby sets forth the following local goals and policies and appraisal standards ("**Local Goals and Policies**") in compliance with Section 53312.7 of the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) ("**Act**").

General Policy

The Local Goals and Policies delineated below have been prepared to provide guidelines for the City Council for the use of Community Facilities Districts ("**CFD**"). Proceedings to establish a CFD may be initiated by a petition of one or more property owners or by the City through a resolution adopted by the City Council.

The City shall consider the use of CFDs for (1) acquiring, constructing or providing financing for all or a prescribed portion of the cost and expense of public capital improvements ("**Public Improvements**") to be owned by the City or by such other public agencies or regulated public utility companies that serve a public purpose for the City and its inhabitants, (2) financing all or a prescribed portion of the estimated administrative cost and expense of maintaining and operating such Public Improvements, and (3) providing services permitted by the Act.

Priorities

The City hereby establishes the following priority for the implementation of CFDs:

1. Public Improvements which provide a community-wide benefit to all inhabitants of the City;
2. Public Improvements needed to serve a community plan or specific plan area that is currently deficient in off-site infrastructure needed to develop the area as planned;
3. Other Public Improvements for which there is a clearly demonstrated public benefit but which benefit is likely to be greater to specific sub-areas of the City rather than *community-wide*;
4. The administrative cost and expense of maintaining and operating any of the foregoing Public Improvements; and
5. Other improvements as permitted under the Act;

6. The cost of services permitted to be paid with special taxes under Section 53313 of the Act. To the extent required by the Act, the CFD may finance only services that supplement and are in addition to those provided in the territory of the CFD before creation of the CFD. Such additional services may not supplant services already available within the territory of the CFD when the CFD was created.

The funding of public facilities to be owned and operated by public agencies other than the City shall be considered on a case-by-case basis. If the proposed financing is consistent with a public facilities financing plan approved by the City or the proposed facilities are otherwise consistent with approved land use plans for the property, the City may consider entering into a joint community facilities agreement or joint powers authority agreement to finance these facilities. A joint agreement with the public agency that will own and operate any such facility must be entered at the time or times required by the Act.

A CFD may also be formed for the purpose of refinancing any fixed special assessment or other governmental lien on property, to the extent permitted under the Act.

Required Credit Quality

The Council adopts the requirements of Section 53345.8 of the Act (a copy of which is set forth in Exhibit 1, attached hereto) as sufficient minimum standards for the credit quality of any bonds issued pursuant to the Act.

Disclosure to Property Purchasers

1. At a minimum, any disclosures mandated by applicable state law shall apply to each CFD to inform prospective purchasers of property within the CFD of the existence of the special tax lien and their obligations with respect to the special taxes and the CFD. On a case-by-case basis, additional requirements may be mandated by the City for particular kinds of financings. The City may prescribe specific forms to be used to disclose the existence and extent of obligations imposed by CFD.

2. The City shall provide a notice of special taxes to sellers of property (other than developers), which will enable them to comply with their notice requirements under Section 1102.6 of the Civil Code. This notice shall be provided by the City after receipt of a written request for the notice from said seller. A reasonable fee may be charged for providing the notice, not to exceed any maximum fee specified in the Act.

Requirement for Special Tax Formulas

The proposed amount and apportionment of the special tax for each community facilities district ("CFD") shall comply with the following criteria:

1. The special tax formula shall be structured to produce sufficient annual special tax revenue to pay:

- (a) costs of Public Improvements designated for funding with the CFD special tax;
 - (b) at a minimum, an amount equal to 110% gross annual debt service on special tax bonds which have been issued to finance the cost of Public Improvements, if any;
 - (c) amounts needed to replenish any reserve funds for bonds issued to finance the cost of Public Improvements, if any;
 - (d) amounts equal to the differences between expected earnings on any escrow fund and the interest payments due on related bonds of a CFD;
 - (e) annual administrative expenses of the CFD, including, but not limited to, the issue and administration of special tax bonds, if any; and
 - (f) funds reasonably required for future debt service on CFD bonds;
 - (g) the cost of services designated for funding with the CFD special tax;
 - (h) the costs of remarketing, credit enhancement and liquidity facility fees;
 - (i) the cost of acquisition, construction, furnishing or equipping of authorized facilities;
 - (j) lease payments for existing or future facilities;
 - (k) costs associated with the release of funds from an escrow account;
 - (l) the costs of services; and
 - (m) any other costs or payments permitted by law.
2. The CFD may levy sufficient special taxes to protect against unforeseen contingencies, including but not limited to, projected delinquencies in the payment of the special tax.
3. The rate and method of apportionment may provide for an annual increase in the maximum special tax for residential properties and shall provide for prepayment and discharge of that portion of the special tax obligation on any residential properties pertaining to debt service on special tax bonds, if any.
4. The total projected annual special tax revenues, less estimated annual administrative expenses and services and pay-as-you-go program costs shall be at minimum equal to the projected annual gross debt service on outstanding special tax bonds, if any.

5. All property within the CFD not otherwise statutorily exempted or owned (or to be owned) by a public entity and to be benefited shall bear its appropriate share of the special tax liability, as determined in the rate and method of apportionment of special taxes for the CFD.
6. The special tax shall be allocated and apportioned on the basis of reasonableness to all categories and classes of property within the CFD, as determined by the Council.
7. The total amount of projected *ad valorem* property tax and other direct and overlapping debt for the proposed CFD (including estimated CFD charges, projected benefit assessments, levies for authorized but unissued debt and any other anticipated municipal charges which may be included on a property owner's annual property tax bill), including the proposed maximum special tax, shall not exceed two and one-half percent (2.5%) of the estimated market value for any single family home, condominium or town home. Any deviations from the foregoing must be specifically approved by the Council.

Exemptions from the special tax may be given on a case-by-case basis at the discretion of the City, and may include without limitation parcels that are publicly owned, are held by a property owners' association, are used for a public purpose such as open space or wetlands, are affected by public utility easements making impractical their utilization for other than the purposes set forth in the easements, or that have insufficient value to support bonded indebtedness.

The annual increase, if any, in the maximum special tax for any parcel may not exceed any maximum specified in the Act. The increase in the special tax levied on any parcel as a consequence of delinquency or default by the owner of any other parcel may not exceed any maximum specified in the Act.

Special taxes will be levied only on an entire assessor's parcel, and any allocation of special tax liability of an assessor's parcel to leasehold or possessory interest in the fee ownership of such assessor's parcel shall be the responsibility of the fee owner of such parcel and the City shall have no responsibility therefore and has no interest therein. Failure of an owner of any parcel to pay or cause to be paid any special taxes in full when due, shall subject the entire assessor's parcel to foreclosure in accordance with the Act.

The City may retain a special tax consultant to prepare a report which: (a) recommends a special tax for the proposed CFD, and (b) evaluates the special tax proposed to determine its ability to adequately fund identified public facilities, administrative costs, services and other related expenditures. Such analysis may also address the resulting aggregate tax burden of all proposed special taxes plus existing special taxes, ad valorem taxes and assessments on the properties within the CFD.

Appraisal Standards

The Appraisal Standards for Land Secured Financings published by the California Debt and Investment Advisory Commission dated May 1994, as revised in July 2004, are adopted as the appraisal standards for the City with the following modifications:

1. The independent review appraiser is an option, and not a requirement.
2. The comparable sales method may be used whenever there is sufficient data available in the opinion of the appraiser.
3. The appraiser should assess value based on the assumption that the Public Improvements to be financed with the proposed special tax bonds are already completed.
4. The special tax lien need not be computed as the present value of the future tax payments if there is a pre-payment mechanism or other more appropriate measure.
5. Except where necessary to make a meaningful comparable sale comparison, the appraiser should not discount the value of property for the amount of the special tax lien.

Minimum Standards Waivers and Amendments

The policies set forth herein reflect the minimum standards under which the City will make use of CFDs to fund certain Public Improvements or public services. The City may, in its discretion and to the extent permitted by law, waive any of the policies set forth herein in particular cases.

The goals and policies set forth herein may be amended at any time and from time to time by the City.

EXHIBIT 1

TEXT OF SECTION 53345.8 OF THE ACT

Section 53345.8. (a) The legislative body may sell bonds pursuant to this chapter only if it determines prior to the award of sale of bonds that the value of the real property that would be subject to the special tax to pay debt service on the bonds will be at least three times the principal amount of the sum of the following:

(1) The principal amount of the bonds to be sold.

(2) The principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to this chapter on property within the community facilities district or a special assessment levied on property within the community facilities district. The legislative body shall estimate the principal amount of these other bonds that are secured by property within the district by assuming that the maximum allowable tax or assessment applicable to each parcel of property within the district will be levied until the date of maximum maturity of the bonds. Any determination made pursuant to this subdivision shall be based upon the full cash value as shown on the ad valorem assessment roll or upon an appraisal of the subject property made in a manner consistent with the policies adopted pursuant to paragraph (5) of subdivision (a) of Section 53312.7 by a state certified real estate appraiser, as defined in subdivision (c) of Section 11340 of the Business and Professions Code. The Treasurer may recommend definitions, standards, and assumptions to be used for these appraisals. These definitions, standards, and assumptions are advisory only, and the definitions, standards, and assumptions to be applied to appraisals will be those adopted by the local agency pursuant to paragraph (5) of subdivision (a) of Section 53312.7.

(b) Notwithstanding the provisions of subdivision (a), if the legislative body selling the bonds finds and determines that the proposed bonds do not present any unusual credit risk due to the availability of credit enhancements, or because a sufficient portion of the principal amount of a bond issue has been deposited in a self-financing and self-liquidating escrow account under conditions such that it cannot be withdrawn until the value of real property subject to special taxes has increased sufficiently so that the requirements of subdivision (a) will be met or for other reasons specified by the legislative body, the provisions of subdivision (a) may be disregarded.

(c) Notwithstanding the provisions of subdivision (a), if the legislative body selling the bonds finds and determines by a vote of not less than four-fifths of all of its members that the proposed bond issue should proceed for specified public policy reasons, the provisions of subdivision (a) may be disregarded.

A finding and determination by the legislative body pursuant to this subdivision shall be final and conclusive upon all persons in the absence of actual fraud, and neither the legislative body nor the district shall have any liability of any kind whatsoever out of, or in connection with, any finding and determination.

Exhibit 2

Description of "Services" to be Financed by CFD No. 2017-1

Services

The services to be funded, in whole or in part, by the City of Oakland Community Facilities District No. 2017-1 (Brooklyn Basin Public Services) ("CFD" or "District") include the full cost of all direct and incidental costs related to providing public services and maintenance, operation, repair, or replacement of certain public infrastructure within the District. More specifically, the services may include, but are not limited to: (i) maintenance, repair, and replacement of parks and landscaping in public areas and in the public right of way along public streets, including, but not limited to, irrigation, tree trimming, mowing, hardscape, sidewalk, and related maintenance of equipment specific to the Brooklyn Basin facilities, and vegetation maintenance and control; (ii) operation and maintenance of street lights, street furniture, and other appurtenances; (iii) storm protection services, including, but not limited to, the operation and maintenance, repair, and replacement of storm drainage systems that are reasonably necessary for the storm water management, treatment and mitigation requirements for the District (storm water management expressly excludes gravity flow conveyance improvements (pipes, catch basins, etc.)); (iv) annual inspection and reporting obligations associated with the parks, open space areas, public rights-of-way and ground water monitoring wells as required by the applicable operations and maintenance plan and (v) any other public services authorized to be funded under Section 53313 of the California Government Code that are also stipulated as maintenance obligations pursuant to the Development Agreement dated as of August 24, 2006, as amended from time to time, relating to the Brooklyn Basin project and recorded against all of the real property covered thereby.

The CFD may fund any of the following related to the services described in the preceding paragraph: (i) obtaining, constructing, furnishing, operating, maintaining, repairing, replacing, and environmental monitoring of equipment, apparatus, or facilities related to providing the services and/or equipment, apparatus, facilities, or fixtures in areas to be maintained; (ii) paying the salaries and benefits, or consultant fees, of personnel necessary or convenient to provide the services; (iii) payment of insurance costs and other related expenses; (iv) the provision of reserves for deposit in a reserve fund to be used for repairs and replacements, particularly including decks and pilings associated with piers and marinas, the funds in which shall be used solely for repairs and replacement; and (v) administrative and incidental expenses, as described below. The services to be financed by the CFD are in addition to those provided in the territory of the CFD before the date of formation of the CFD and will not supplant services already available within that territory when the CFD is created.

Administrative Expenses

The administrative expenses to be funded by the CFD include the full cost of direct and indirect expenses incurred by the City of Oakland ("City") in carrying out its duties with respect to the CFD including, but not limited to: (i) the levy and collection of the special taxes; (ii) the fees and expenses of attorneys; (iii) any fees of the County of Alameda related to the CFD or the collection of special taxes; (iv) an allocable share of the salaries and benefits of any City staff, or consultant fees, directly related thereto and a proportionate amount of the City's general administrative overhead related thereto; (v) any amounts paid by the City with respect to the CFD or the services authorized to be financed by the CFD; (vi) expenses incurred by the City in undertaking action to foreclose on properties for which the payment of special taxes is delinquent; and (vii) all other costs and expenses of the City in any way related to the CFD.

Other

The incidental expenses that may be funded by the CFD include, in addition to the administrative expenses identified above, the payment or reimbursement to the CFD of the full cost of expenses associated with the establishment and ongoing administration of the CFD.

Exhibit 2

Description of "Services" to be Financed by CFD No. 2017-1

Services

The services to be funded, in whole or in part, by the City of Oakland Community Facilities District No. 2017-1 (Brooklyn Basin Public Services) ("CFD" or "District") include the full cost of all direct and incidental costs related to providing public services and maintenance, operation, repair, or replacement of certain public infrastructure within the District. More specifically, the services may include, but are not be-limited to: (i) maintenance, repair, and replacement of parks and landscaping in public areas and in the public -right of way along public streets, including, but not limited to, irrigation, tree trimming, mowing, hardscape, sidewalk, and related maintenance of equipment specific to the Brooklyn Basin facilities, and vegetation maintenance and control; (ii) operation and maintenance of street lights, street furniture, and other appurtenances; (iii) storm protection services, including, but not limited to, the operation and maintenance, repair, and replacement of storm drainage systems that are reasonably necessary for the storm water management, treatment and mitigation requirements for the District (storm water management expressly excludes gravity flow conveyance improvements (pipes, catch basins, etc.)); (iv) annual inspection and reporting obligations associated with the parks, open space areas, public rights-of-way and ground water monitoring wells as required by the applicable operations and maintenance plan and (v) any other public services authorized to be funded under Section 53313 of the California Government Code that are also stipulated as maintenance obligations pursuant to the Development Agreement dated as of August 24, 2006, as amended from time to time, relating to the Brooklyn Basin project and recorded against all of the real property covered thereby.

The CFD may fund any of the following related to the services described in the preceding paragraph: (i) obtaining, constructing, furnishing, operating, maintaining, repairing, replacing, and environmental monitoring of equipment, apparatus, or facilities related to providing the services and/or equipment, apparatus, facilities, or fixtures in areas to be maintained; (ii) paying the salaries and benefits, or consultant fees, of personnel necessary or convenient to provide the services; (iii) payment of insurance costs and other related expenses; (iv) the provision of reserves for deposit in a reserve fund to be used for repairs and replacements, particularly including decks and pilings associated with piers and marinas, the funds in which shall be used solely for repairs and replacement; and (v) administrative and incidental expenses, as described below. The services to be financed by the CFD are in addition to those provided in the territory of the CFD before the date of formation of the CFD and will not supplant services already available within that territory when the CFD is created.

Administrative Expenses

The administrative expenses to be funded by the CFD include the full cost of direct and indirect expenses incurred by the City of Oakland ("City") in carrying out its duties with respect to the CFD including, but not limited to: (i) the levy and collection of the special taxes; (ii) the fees and expenses of attorneys; (iii) any fees of the County of Alameda related to the CFD or the collection of special taxes; (iv) an allocable share of the salaries and benefits of any City staff, or consultant fees, directly related thereto and a proportionate amount of the City's general administrative overhead related thereto; (v) any amounts paid by the City with respect to the CFD or the services authorized to be financed by the CFD; (vi) expenses incurred by the City in undertaking action to foreclose on properties for which the payment of special taxes is delinquent; and (vii) all other costs and expenses of the City in any way related to the CFD.

Other

The incidental expenses that may be funded by the CFD include, in addition to the administrative expenses identified above, the payment or reimbursement to the CFD of the full cost of expenses associated with the establishment and ongoing administration of the CFD.

Exhibit 3

Rate and Method of Apportionment

EXHIBIT 3

CITY OF OAKLAND COMMUNITY FACILITIES DISTRICT NO. 2017-1 (BROOKLYN BASIN PUBLIC SERVICES)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax shall be levied on all Assessor's Parcels in the City of Oakland Community Facilities District No. 2017-1 (Brooklyn Basin Public Services) ("CFD No. 2017-1") and collected each Fiscal Year commencing in Fiscal Year 2017-18, in an amount determined by the City Council of the City of Oakland through the application of the Rate and Method of Apportionment, as described below. All of the real property in CFD No. 2017-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms as may hereinafter be set forth have the following meanings:

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2017-1: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or CFD No. 2017-1 or both); the costs of collecting the Special Taxes (whether by the County or otherwise); the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City or CFD No. 2017-1 related to an appeal of the Special Tax; the City's administration fees and third party expenses; the costs of City staff time and reasonable overhead related to CFD No. 2017-1; and amounts estimated or advanced by the City or CFD No. 2017-1 for any other administrative purposes of CFD No. 2017-1, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Affordable Housing Property" means, for each Fiscal Year, all or a portion of any Assessor's Parcel within the boundaries of CFD No. 2017-1 that is subject to a deed restriction, resale restriction, or regulatory agreement recorded in favor of the City that restricts rent or prices chargeable to lower income households.

"Airspace Parcel" means a parcel with an assigned Assessor's Parcel Number that constitutes vertical space of an underlying land parcel.

“Assessor’s Parcel” means a lot or parcel, including an Airspace Parcel, shown on an Assessor’s Parcel Map with an assigned Assessor’s Parcel Number.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” means, with respect to an Assessor’s Parcel, that number assigned to such Assessor’s Parcel by the County for purposes of identification.

“Building Department” means a designee from the Planning and Building Department of the City or any alternate department responsible for building permit issuance, inspections, and final approval. If there is any doubt as to the responsible party, the CFD Administrator shall coordinate with the City to determine the appropriate party to serve as the Building Department for purposes of this Rate and Method of Apportionment.

“Certificate of Occupancy” or **“COO”** means a certificate issued by the City or a letter written by the Building Department to the CFD Administrator to confirm that a building or a portion of a building has met all of the building codes and can be occupied for residential and/or non-residential use. “Certificate of Occupancy” may include any temporary certificate of occupancy issued by the City.

“CFD Administrator” means an official of the City responsible for determining the Special Tax Requirement, providing for the levy and collection of the Special Tax, and performing the other duties provided for herein.

“CFD No. 2017-1” means City of Oakland Community Facilities District No. 2017-1 (Brooklyn Basin Public Services).

“City” means the City of Oakland, California.

“City Council” means the City Council of the City, acting as the legislative body of CFD No. 2017-1.

“County” means the County of Alameda.

“CPI” means, for each Fiscal Year, the Consumer Price Index published by the U.S. Bureau of Labor Statistics for All Urban Consumers in the San Francisco – Oakland – San Jose Area, measured as of the month of December in the calendar year that ends in the previous Fiscal Year. In the event this index ceases to be published, the CPI shall be another index as determined by the CFD Administrator that is reasonably comparable to the Consumer Price Index for the San Francisco – Oakland – San Jose Area.

“Developed Property” means, for each Fiscal Year, all Assessor’s Parcels of Taxable Property for which a Certificate of Occupancy was issued after January 1, 2017, and on or before June 30 of the previous Fiscal Year.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“For Sale Unit” means, for each Fiscal Year, a residential dwelling unit which has been, or is deemed to be, offered for sale as part of an Initial Offering Event.

“Initial Offering Event” will be deemed to have occurred for all Units within a given Offering Building if, in any Fiscal Year, the CFD Administrator has determined that any Units in such Offering Building have been offered to the public for sale or rent for the first time during or following construction of the Offering Building and on or before June 30 of the previous Fiscal Year. An Initial Offering Event shall only occur once for each Offering Building and shall apply uniformly to all Units within each Offering Building, as either a for sale offering or rental offering, regardless of whether every Unit in an Offering Building was actually offered at the time of the Initial Offering Event.

“Interim Unit” means, for each Fiscal Year, a planned or constructed residential dwelling unit which has not been, or has not been deemed to be, offered for sale or rent as part of an Initial Offering Event.

“Land Use Class” means any of the classes listed in Table 1 below.

“Maximum Special Tax” means, with respect to an Assessor’s Parcel of Taxable Property, the maximum Special Tax determined in accordance with Section C below that can be levied in any Fiscal Year on such Assessor’s Parcel of Taxable Property.

“Non-Residential” means any buildings or portions of buildings that are used for or are expected to be used for a commercial lodging use, commercial retail use, institutional use (e.g., churches, private schools), commercial restaurant use, office use, or industrial use.

“Non-Residential Property” means, for each Fiscal Year, all or a portion of any Assessor’s Parcel of Developed Property that is used for or is expected to be used for a Non-Residential use.

“Offering Building” means an exclusive group of Units within a permanent, enclosed structure that is planned for or constructed on an Assessor’s Parcel of Taxable Property. An Offering Building shall consist of adjacent Units that are expected to be offered to the public at approximately the same time either exclusively for sale or exclusively for rent. An Offering Building may be physically connected to another structure or Offering Building, but each individual Offering Building will be treated separately for purposes of determining the Special Tax for each Unit within an Offering Building.

“Property Owner Association Property” means, for each Fiscal Year, property within the boundaries of CFD No. 2017-1 that was owned by a property owner association, including any master or sub-association, as of January 1 of the prior Fiscal Year.

“Proportionately” means that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels of Taxable Property.

“Public Property” means, for each Fiscal Year, property within the boundaries of CFD No. 2017-1 that is: (a) owned by, irrevocably offered to, or dedicated to the federal government, the State, the County, the City, or any local government or other public agency; or (b) encumbered by an easement for purposes of public right-of-way that makes impractical its use for any purpose other than that set forth in such easement, provided that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use.

“Rate and Method of Apportionment” means this Rate and Method of Apportionment of Special Tax.

“Rental Unit” means, for each Fiscal Year, a residential dwelling unit which has been, or is deemed to be, offered for rent as part of an Initial Offering Event.

“Residential Property” means, for each Fiscal Year, all or a portion of any Assessor’s Parcel of Developed Property that is planned for, or constructed as, one or more Units.

“Services” means the services authorized to be financed, in whole or in part, by CFD No. 2017-1, including all direct and incidental costs related to providing public services and maintenance, operation, repair, or replacement of certain public infrastructure within the Brooklyn Basin project area.

“Special Tax” means the special tax authorized by the qualified electors of CFD No. 2017-1 to be levied within the boundaries of CFD No. 2017-1.

“Special Tax Requirement” means the amount necessary in any Fiscal Year to pay the cost of the Services, Administrative Expenses, and an amount equal to Special Tax delinquencies based on the historical delinquency rate for Special Taxes, as determined by the CFD Administrator.

“Square Footage” or **“Sq. Ft.”** means the gross leasable square footage of a Non-Residential Property as reflected on a building permit or Certificate of Occupancy issued by the City, a lease agreement, or other such document.

“State” means the State of California.

“Taxable Property” means, for each Fiscal Year, all Assessor’s Parcels within the boundaries of CFD No. 2017-1 which are not exempt from the Special Tax pursuant to law or Section E below.

“Unit” means a For Sale Unit, Interim Unit, or Rental Unit.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, beginning with Fiscal Year 2017-18, the CFD Administrator shall identify the current Assessor's Parcel Numbers for all Taxable Property and Affordable Housing Property within CFD No. 2017-1. The CFD Administrator shall then identify all Developed Property by working with the Building Department to catalog all COOs issued on Taxable Property on or before June 30 of the prior Fiscal Year. Subsequently, all Developed Property shall be classified as Residential Property or Non-Residential Property. The CFD Administrator shall also determine: (i) the number of Units assigned to each Offering Building, which may include Units that can be classified as Affordable Housing Property; (ii) the current Assessor's Parcel Number associated with each Unit and Non-Residential Property; and (iii) the Square Footage of Non-Residential Property.

On or about July 1 of each Fiscal Year, the CFD Administrator shall determine whether an Initial Offering Event has occurred for any Offering Building, and if so, whether any Units within such Offering Building were offered for rent or for sale. After making these determinations, the CFD Administrator shall further classify each Unit of Residential Property as a For Sale Unit, Interim Unit, or Rental Unit. Once a residential dwelling unit has been classified as a For Sale Unit or a Rental Unit, it may not be reclassified in future Fiscal Years.

The CFD Administrator may make any determination in this Section B by using any reasonable source of information, including: a building permit issued by the City; an Assessor's Parcel Map; ownership information as reflected on the rolls of the County Assessor; a lease agreement; a close of escrow date; or any other relevant information as determined by the CFD Administrator.

C. MAXIMUM SPECIAL TAX

The Maximum Special Tax for each Assessor's Parcel classified as Taxable Property shall be determined by reference to Table 1 below.

**TABLE 1
MAXIMUM SPECIAL TAX**

Land Use Class	Maximum Special Tax Fiscal Year 2017-18
Residential Property:	
For Sale Unit	\$1,023 per Unit
Rental Unit	\$902 per Unit
Interim Unit	\$902 per Unit
Non-Residential Property	\$0.90 per Sq. Ft.

Beginning July 1, 2018, and each July 1 thereafter, the Maximum Special Tax shall be subject to an automatic increase at a rate equal to the greater of: (i) the percentage increase from the prior Fiscal Year, if any, in the CPI; or (ii) 4.8% of the amount in effect for the prior Fiscal Year.

In some instances an Assessor's Parcel of Taxable Property may contain more than one Land Use Class. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax for all Units of Residential Property and Square Footage of Non-Residential Property located on that Assessor's Parcel.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Each Fiscal Year, beginning with Fiscal Year 2017-18, the CFD Administrator shall determine the Special Tax Requirement. The Special Tax shall then be levied Proportionately on each Assessor's Parcel of Taxable Property up to 100% of the applicable Maximum Special Tax for such Assessor's Parcel, or until the Special Tax Requirement is satisfied, whichever is less.

E. EXEMPTIONS

Notwithstanding anything in this Rate and Method of Apportionment to the contrary, no Special Tax shall be levied on Public Property or Property Owner Association Property. Additionally, no Special Tax shall be levied on up to 465 Units of Affordable Housing Property. Tax-exempt status will be assigned to Units of Affordable Housing Property in the chronological order in which property becomes Affordable Housing Property. However, should a Unit no longer be classified as Affordable Housing Property, its tax-exempt status will be revoked.

F. APPEALS

Any property owner may file a written appeal of the Special Tax with CFD No. 2017-1 claiming that the amount or application of the Special Tax is not correct. The appeal must be filed not later than one calendar year after having paid the Special Tax that is disputed, and the appellant must be current in all payments of Special Taxes. In addition, during the term of the appeal process, all Special Taxes levied must be paid on or before the payment date established when the levy was made.

The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator's decision relative to the appeal, the owner may then file a written appeal with the City Council, whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the City Council requires the Special Tax to be modified or changed in favor of the property owner, then the CFD Administrator shall determine if sufficient Special Tax revenue is available to make a cash refund. If a cash refund cannot be made, then an adjustment shall be made to credit future Special Tax levy(ies).

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

G. MANNER OF COLLECTION

The Special Taxes shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the Special Taxes may be collected in such other manner as the City Council shall determine, including direct billing of affected property owners.

H. TERM OF SPECIAL TAX

The Special Tax shall continue to be levied indefinitely on an annual basis on all Taxable Property in CFD No. 2017-1.

I. INTERPRETATION OF SPECIAL TAX FORMULA

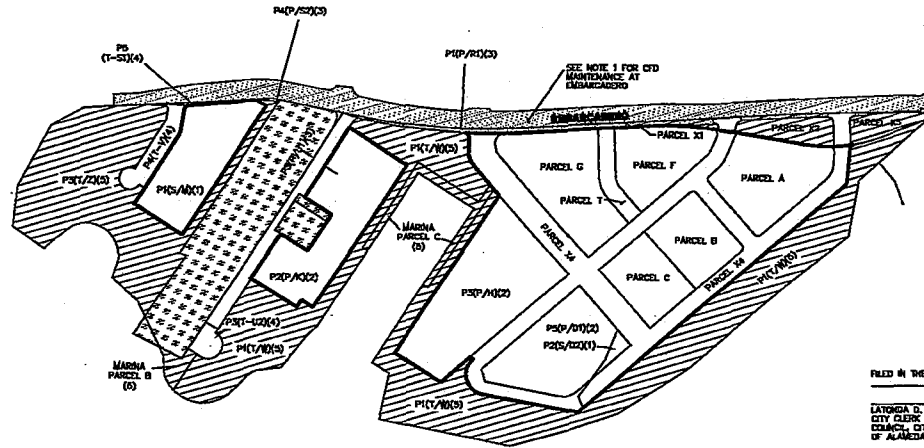
The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning the Special Tax. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Tax.

Exhibit 4

Boundary Map

PROPOSED BOUNDARIES OF
COMMUNITY FACILITIES DISTRICT NO. 2017-1 (BROOKLYN BASIN PUBLIC SERVICES)

CITY OF OAKLAND
COUNTY OF ALAMEDA, STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF OAKLAND THIS ____ DAY OF _____, 2017.

LATONGA D. SANDERS
CITY CLERK AND CLERK OF THE CITY
OAKLAND, CITY OF OAKLAND, COUNTY
OF ALAMEDA, STATE OF CALIFORNIA

BASIS OF BEARINGS
THE CALCULATED BEARING SOUTH 22°01'16" EAST
BETWEEN THE TWO FOUND MONUMENTS "SHP" AND
"WELT" HELD EXACT COORDINATE OF NORTH =
215150.106 AND EAST = 605272.306 AT POINT "SHP",
AS SAID MONUMENTS AND COORDINATES ARE SHOWN
UPON RECORD OF SURVEY NO. 1942, FILED FOR RECORD
ON NOVEMBER 26, 2004 BY BOOK 22 OF RECORDS OF
SURVEY AT PAGES 23 THROUGH 28, ALAMEDA COUNTY
RECORDS, STATE OF CALIFORNIA, BEING USED AS THE
BASIS OF ALL BEARINGS SHOWN.

ALL BEARINGS SHOWN ON THIS SURVEY ARE BASED ON
UPON THE NORTH AMERICAN DATUM OF 1983, CALIFORNIA
COORDINATE SYSTEM OF 1983 (CCS83), ZONE 10.
ALL DISTANCES SHOWN ON THIS PLAN ARE GROUND
DISTANCES. TO OBTAIN GRID DISTANCES, MULTIPLY
GROUND DISTANCES SHOWN BY 0.999933.

LEGEND
DOC NO
MON
OFFICIAL RECORDS
PARCEL
LION PACIFIC RAIL ROAD
ASSESSOR'S PARCELS - 4 (P/R) PER DOCUMENT
REFERENCE (C)

THE PARCELS DESIGNATED ON THIS EXHIBIT ARE THE SAME AS THOSE
RECORDED IN THE FOLLOWING DEEDS:
(1) RECORDED ON JUNE 8, 2015 AS DOC NO 2015030239
(2) RECORDED ON JUNE 10, 2015 AS DOC NO 2015030240
(3) RECORDED ON JUNE 10, 2015 AS DOC NO 2015030242
(4) RECORDED ON JUNE 10, 2015 AS DOC NO 2015030243
(5) RECORDED ON JUNE 10, 2015 AS DOC NO 2015030248
(6) RECORDED ON FEBRUARY 28, 2005 AS COMMUNITY ROADWAY
EASEMENT DOC NO 2005077506

EASEMENTS ARE NOT PLATTED

**ASSESSOR'S PARCELS WITHIN OAKLAND COMMUNITY
FACILITIES DISTRICT NO. 2017-1**

018-0430-001-14
018-0480-004-10
018-0490-004-11
018-0480-004-06
018-0490-004-08
018-0480-012-03
018-0485-012-03
018-0485-014-03
018-0485-002-10
018-0485-002-12
018-0485-002-16
018-0485-002-18
018-0485-002-20
018-0485-002-24
018-0485-002-27
018-0485-002-28
018-0485-002-30
018-0485-002-30

LINE TYPES & SYMBOLS

COMMUNITY FACILITIES DISTRICT BOUNDARY
ASSESSOR'S PARCEL MAP BOUNDARY
LIMIT OF ASSESSED & MAINTAINED
PROPERTIES (WITHIN CTD)
LIMIT OF SERVICE AREA (AREAS MAINTAINED
BY CTD)
LIMIT OF EMBARCADERO SERVICE AREA
(LANDSCAPE AREAS MAINTAINED BY CTD AS
DESCRIBED IN NOTE 1)
OUT PARCELS (NOT INCLUDED IN
DEVELOPMENT OR CTD)

MAINTENANCE NOTE:

1. CTD MAINTENANCE ON EMBARCADERO INCLUDES ALL
OF THE LANDSCAPING ON EMBARCADERO (TREES,
PALMS AND SHRUBS) AND RESERVES FOR THE
REPLACEMENT OF LANDSCAPING. MAINTENANCE OF THE
SIDEWALK (ON THE SOUTH SIDE OF EMBARCADERO),
MAINTENANCE AND RESERVES FOR IRRIGATION AND
UTILITY COSTS INCURRED FOR CONTROLLER
OPERATIONS AND BRIGADES.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF
COMMUNITY FACILITIES DISTRICT NO. _____ (BROOKLYN BASIN), CITY OF
OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY
COUNCIL OF THE CITY OF OAKLAND AT A REGULAR MEETING HELD ON THE ____ OF
_____, 2017 BY ITS RESOLUTION NO. _____

LATONGA D. SANDERS
CITY CLERK AND CLERK OF THE CITY
OAKLAND, CITY OF OAKLAND, COUNTY
OF ALAMEDA, STATE OF CALIFORNIA

FILED THIS ____ DAY OF _____, 2017, AT THE HOUR OF ____ O'CLOCK ____
IN BOOK ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE
____ DOCUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER IN
ALAMEDA COUNTY, STATE OF CALIFORNIA.

STEVE MANNING
CLERK RECORDER
ALAMEDA COUNTY
STATE OF CALIFORNIA

ASSESSOR PARCELS WITHIN BOUNDARIES
FOR PARTICULARS OF LINES AND DIMENSIONS OF PARCELS, REFERENCE IS
MADE TO THE ASSESSOR PARCEL NUMBERS OF ALAMEDA COUNTY

PREPARED: MARCH 05, 2017

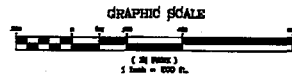


Exhibit 5

FORM OF WAIVER AND CONSENT WITH RESPECT TO CONDUCT OF PUBLIC HEARINGS AND MAIL BALLOT ELECTION FOR LANDOWNER ELECTION FOR A COMMUNITY FACILITIES DISTRICT

The undersigned, _____, is an authorized representative of _____, the owner of *privately* owned land (Assessor's Parcel Number(s) _____, approximately a total of ____ acres), within Community Facilities District No. 2017-1 (Brooklyn Basin Public Services), City of Oakland, County of Alameda, State of California ("CFD No. 2017-1").

The undersigned expressly acknowledges having received copies of the Resolution of Intention and all its attachments, including the Boundary Map and the Rate and Method of Apportionment for CFD No. 2017-1, together with any other information the undersigned deemed relevant to make an informed decision with respect to CFD No. 2017-1, and as one of the proponents of CFD No. 2017-1 hereby waives any right to protest at the public hearing to be held on November 7, 2017, regarding CFD No. 2017-1.

The undersigned is legally entitled and authorized to execute this Waiver/Consent and to cast the ballot for _____, LLC, in the landowner mail ballot election to be conducted on November 7, 2017, within CFD No. 2017-1 to determine whether the City shall be authorized to levy a special tax pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Sections 53311 *et seq.*) (the "Act"), as provided by the Resolution of Formation for CFD No. 2017-1 ("Resolution of Formation"), proposed to be adopted by the City on November 7, 2017.

The undersigned, on behalf of _____, LLC hereby waives each of the following:

1. any and all minimum time periods relative to the public hearing to be held pursuant to Section 53321 of the Act and the publication or mailing of the notice of hearing pursuant to Section 53322 of the Act;
2. if necessary, recordation of the boundary map for CFD No. 2017-1 with the County Assessor's office prior to the hearing on the adoption of a resolution of formation, as required by Section 53321 of the Act and Section 3111 of the Streets and Highways Code;
3. any and all minimum time periods relative to the landowner mail ballot election to be held pursuant to Section 53326(a) of the Act;
4. the preparation and distribution of an impartial analysis of the ballot measure, as well as arguments in favor and against, under the authority of Section 53327(b) of the Act;
5. the requirement to publish notice of the election under Section 53352 of the Act;

6. the requirements regarding the time to mail ballots to the qualified electors under Elections Code Section 4101;

7. the requirements regarding identification envelopes for the return of mailed ballots contained in Section 53327.5 of the Act; and

8. any and all defects, whether known or unknown, in notice or procedure in the formation of CFD No. 2017-1, including but not limited to the public hearing and conduct of the election.

The undersigned expressly acknowledges, represents and states that the election is being expedited by the City, pursuant to this waiver and consent, at the request of the undersigned as an authorized representative of _____, LLC.

I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct and that this declaration is executed on _____, 2017.

_____, LLC
a California limited liability company

By: _____

Name: _____

Title: _____

Exhibit 5

FORM OF WAIVER AND CONSENT WITH RESPECT TO CONDUCT OF PUBLIC HEARINGS AND MAIL BALLOT ELECTION FOR LANDOWNER ELECTION FOR A COMMUNITY FACILITIES DISTRICT

The undersigned, _____, is an authorized representative of _____, the owner of ~~certain parcels of privately~~ owned land (Assessor's Parcel Number(s) _____, approximately a total of _____ acres), within Community Facilities District No. 2017-1 (Brooklyn Basin Public Services), City of Oakland, County of Alameda, State of California ("CFD No. 2017-1").

The undersigned expressly acknowledges having received copies of the Resolution of Intention and all its attachments, including the Boundary Map and the Rate and Method of Apportionment for CFD No. 2017-1, together with any other information the undersigned deemed relevant to make an informed decision with respect to CFD No. 2017-1, and as one of the proponents of CFD No. 2017-1 hereby waives any right to protest at the public hearing to be held on _____, November 7, 2017, regarding CFD No. 2017-1.

The undersigned is legally entitled and authorized to execute this Waiver/Consent and to cast the ballot for _____, LLC, in the landowner mail ballot election to be conducted on _____, November 7, 2017, within CFD No. 2017-1 to determine whether the City shall be authorized to levy a special tax pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Sections 53311 *et seq.*) (the "Act"), as provided by the Resolution of Formation for CFD No. 2017-1 ("Resolution of Formation"), proposed to be adopted by the City on _____, November 7, 2017.

The undersigned, on behalf of _____, LLC hereby waives each of the following:

1. any and all minimum time periods relative to the public hearing to be held pursuant to Section 53321 of the Act and the publication or mailing of the notice of hearing pursuant to Section 53322 of the Act;
2. if necessary, recordation of the boundary map for CFD No. 2017-1 with the County Assessor's office prior to the hearing on the adoption of a resolution of formation, as required by Section 53321 of the Act and Section 3111 of the Streets and Highways Code;
3. any and all minimum time periods relative to the landowner mail ballot election to be held pursuant to Section 53326(a) of the Act;
4. the preparation and distribution of an impartial analysis of the ballot measure, as well as arguments in favor and against, under the authority of Section 53327(b) of the Act;

5. the requirement to publish notice of the election under Section 53352 of the Act;
6. the requirements regarding the time to mail ballots to the qualified electors under Elections Code Section 4101;
7. the requirements regarding identification envelopes for the return of mailed ballots contained in Section 53327.5 of the Act; and
8. any and all defects, whether known or unknown, in notice or procedure in the formation of CFD No. 2017-1, including but not limited to the public hearing and conduct of the election.

The undersigned expressly acknowledges, represents and states that the election is being expedited by the City, pursuant to this waiver and consent, at the request of the undersigned as an authorized representative of _____, LLC.

I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct and that this declaration is executed on _____, 2017.

_____, LLC

a California limited liability company

By: _____

Name: _____

Title: _____

Exhibit 6

Fiscal Agreement

FISCAL AGREEMENT
(Brooklyn Basin/Oak-to-Ninth Project)

This Fiscal Agreement (this “**Agreement**”) is made and entered into this ___ day of _____, 2017 (the “**Effective Date**”), by and between the **City of Oakland, California**, a charter city and municipal corporation of the State of California (the “**City**”), and **Zarsion-OHP I, LLC**, a California limited liability company (the “**Developer**”).

RECITALS

A. The Developer is the owner of that certain real property located in the City of Oakland, California and more particularly described in Exhibit A-1 attached hereto (the “**Developer Development Parcels**”). The Developer is the ground lessee of that certain real property owned by the Port of Oakland, located in the City of Oakland, California and more particularly described in Exhibit A-2, attached hereto (the “**Open Space Property**”). The Developer has previously transferred that certain real property located in the City of Oakland, California and more particularly described in Exhibit A-3 attached hereto, to certain Finished Parcel Developers (as such term is defined in the Development Agreement (defined below)) (the “**FPD Development Parcels**”). The City is the owner of that certain real property located in the City of Oakland, California and more particularly described in Exhibit A-4 attached hereto (the “**City Development Parcels**”). The Developer Development Parcels, the FPD Development Parcels and the City Development Parcels are collectively referred to herein as the “**Development Parcels**.” The Development Parcels and the Open Space Property are collectively referred to herein as the “**Project Property**.”

B. The Project Property is commonly referred to as the “**Brooklyn Basin Project**” (the “**Project**”), and is entitled for development as a mixed-use, master planned community that will include, when completed, up to 3,100 residential units, up to 200,000 square feet of commercial/retail uses and approximately 30 acres of open space/park uses.

C. The Project is the subject of that certain Development Agreement, by and between the City and the Developer (as successor-by-assignment to Oakland Harbor Partners, LLC), dated August 24, 2006 and recorded in the Official Records of Alameda County as Document No. 2006-331819, as amended by that certain First Administrative Amendment to Development Agreement, dated August 28, 2014 and recorded in the Official Records of Alameda County as Document No. 2014-211182 (as amended, the “**Development Agreement**”) and those Conditions of Approval for the Project approved by the City on August 24, 2006 (the “**Conditions of Approval**”). Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Development Agreement.

D. The Development Agreement and the Conditions of Approval contemplate that the Developer will construct certain park facilities, open space, right of way improvements, and other public improvements as part of the Project at the Developer’s sole expense. The foregoing improvements to be installed by the Developer and the park and such other improvements that are specified to be the responsibility of the City as identified in Section 4.4.2 of the Development Agreement are collectively referred to herein as the “**Public Improvements**.”

E. In accordance with the Development Agreement, the City will form a Mello-Roos Community Facilities District pursuant to California Government Code Section 53311 et seq., (the “**District**”) to provide a perpetual source of funds to pay the cost of maintaining the Public Improvements as set forth on Exhibit B attached hereto (the “**Services**”).

F. As more particularly set forth in the District formation documents, the special tax will be levied against those Development Parcels that have been issued a Building Completion Confirmation (defined herein) (excluding any property that is subject to any statutory exemptions).

G. The City has determined that the District is unlikely to generate sufficient revenue each year prior to Project Completion. Therefore, the City has required, and the Developer has agreed to enter into this Agreement to memorialize the Developer’s agreement to pay any shortfall between the actual Special Tax Revenue (defined herein) received, if any, by the District and the Full Cost of the Services (defined herein) in any such year until Project Completion.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and sufficient consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINED TERMS

In addition to other terms defined herein, each of the following capitalized terms shall have the meaning set forth below:

“**Bankruptcy Code**” means Title 11 of the United States Code, as amended, and any successor statute or statutes having substantially the same function.

“**Building Completion Confirmation**” means, for any building constructed on a Development Parcel, the City’s issuance of a temporary or final certificate of occupancy.

“**District**” or “**CFD**” means City of Oakland Community Facilities District No. 2017-1 (Brooklyn Basin Public Services).

“**District Budget**” means the Brooklyn Basin CFD Annual Maintenance Costs at Buildout adopted or approved in conjunction with the formation of the District.

“**Fiscal Year**” means a fiscal year of the City, commencing on July 1 of each calendar year and expiring on June 30 of each calendar year.

“**Full Cost of Services**” means the greater of (a) the complete, actual costs, including all direct and indirect costs and scheduled reserves (each subject to any limitations included in the District Budget), incurred by the District in the delivery of the Services and (b) the aggregate

maximum annual tax permitted to be levied against the Development Parcels under the District formation documents.

“Meet and Confer Notice” means a written notice delivered by the Developer to the City requesting a meeting to discuss a projected Shortfall.

“Project Completion” means the date that the special tax under the District is levied against all of the Development Parcels (excluding any property that is subject to any statutory exemptions or that has been subdivided as a right-of-way or other non-development parcel).

“Project Property” is defined in Recital A.

“Reserve Fund” means an account established by and held by the City to fund the repair and replacement of facilities required by the CFD to provide the Services [pursuant to Section 33317(j) of the Act].

“Reserves” means the portion of Special Tax Revenues levied each year for deposit in the Reserve Fund.

“Shortfall” means for each Fiscal Year, the amount by which the Full Cost of the Services during said Fiscal Year (including amounts to be set aside for Reserves for such Fiscal Year) exceeds the amount of Special Tax Revenue (excluding any Special Tax Revenue allocated for other scheduled reserves) collected during the preceding Fiscal Year.

“Special Tax Revenue” means the amount of special taxes collected by the District in a Fiscal Year.

ARTICLE II REPRESENTATIONS

Section 2.1 The Developer represents and warrants as follows:

(a) It is a limited liability company duly incorporated, validly existing and in good standing under the laws of the State of California, and has corporate and other legal power and authority to enter into and to perform the agreements and covenants on its part contained herein, and has duly authorized the execution, delivery and performance of and has duly approved this Agreement.

(b) The execution and delivery by the Developer of this Agreement and the performance by the Developer of its obligations hereunder: (i) do not violate any provision of statutory law or regulation applicable to the Developer; (ii) do not violate its articles of organization or operating agreement; (iii) do not breach or result in a default under any other agreement to which it is a party; and (iv) do not violate the terms of any judicial or administrative judgment, order, decree or arbitral decision that names the Developer and is specifically directed to it or its properties.

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending, or, to the best knowledge of the

Developer, threatened against or affecting the Developer wherein an unfavorable decision, ruling or finding would adversely affect the transaction contemplated by, or the validity or enforceability of, this Agreement.

(d) No further authorizations, consents or approvals of governmental bodies or agencies are required in connection with the execution and delivery by the Developer of this Agreement or in connection with the carrying out by the Developer of its obligations under this Agreement.

ARTICLE III COVENANTS

Section 3.1 By no later than May 15 of each calendar year, beginning in the 2018 calendar year, the City will notify the Developer of any actual Shortfall for the current Fiscal Year and any Shortfall projected for the succeeding Fiscal Year and provide a detailed accounting to the Developer of the projected Shortfall. The Developer shall pay said projected Shortfall to the City within fifteen (15) business days after the Developer's receipt of said notice. The Developer's obligations under this Agreement includes payment of any Shortfall related to the FPD Development Parcels and portions of the Developer Development Parcels which are transferred to third parties at any time prior to or after the Effective Date. The Developer shall be entitled to an offset against the projected Shortfall for any outstanding Overpayment (defined herein) then due by the City.

Provided that the Developer has timely paid the projected Shortfall, upon the City's receipt of a Meet and Confer Notice, the parties shall meet and confer within five (5) business days after the City's receipt of such notice to discuss the Developer's questions regarding the projected Shortfall. The City shall provide the Developer with written notice of whether or not the City has determined that an adjustment should be made to the projected Shortfall within fifteen (15) business days after the City's receipt of the Meet and Confer Notice. If the City determines that the projected Shortfall should be reduced, the City shall reimburse the amount of the reduction to the Developer within eighty (80) calendar days after the City's receipt of the Meet and Confer Notice. The City's failure to timely meet and confer or to provide a written notice as a result of such meet and confer shall toll any time periods related to the Developer's right to appeal or challenge the City's initial assessment of the projected Shortfall. The foregoing procedure shall not be deemed a waiver of (a) the Developer's rights under this Agreement or (b) the Developer's right to appeal/challenge the City's initial assessment of the projected Shortfall.

Within ninety (90) calendar days after the end of a Fiscal Year, the City shall conduct a true-up analysis for such Fiscal Year that considers the following matters applicable to such Fiscal Year: actual Special Tax Revenue, less Reserves, the Full Cost of the Services, and the amount of the projected Shortfall paid by the Developer. To the extent the Full Cost of the Services for that Fiscal Year are less than the aggregate of (i) the Special Tax Revenue, less Reserves, and (ii) the funds paid by the Developer with respect to the projected Shortfall for that Fiscal Year ("**Overpayment**"), the City shall reimburse the Developer for the Overpayment within one hundred and fifty (150) calendar days after the end of the subject Fiscal Year. To the extent the Full Cost of the Services for that Fiscal Year are greater than the aggregate of (a) the Special Tax Revenue, less Reserves, and (b) the funds previously paid by the Developer with respect to the projected Shortfall for that Fiscal Year ("**Underpayment**"), the City shall notify

the Developer that additional funds are required, and the Developer shall pay the City the amount of the Underpayment within fifteen (15) business days of the Developer's receipt of said notice.

Section 3.2 The District shall maintain such books and records related to the provisions of the Services and Special Tax Revenue as are required by applicable law. The Developer shall have the right to request copies of, and access to, the District's books and records related to the determination of the cost of the Services and Special Tax Revenue; however, such a request may not be made more frequently than once per calendar year. The City shall cooperate with and give all reasonable assistance to any auditor, accountant or bookkeeper retained by the Developer to access and review the District books and records with respect to the Services. Such access will be provided only during regular business hours of the City at City offices and only after the Developer gives the City fourteen (14) calendar days' prior written notice. Upon completion of any inspection of the District's books and records, the results shall be sent to the City and, if applicable, any Overpayment or Underpayment shall be corrected pursuant to the provisions of Section 3.1 above. Developer shall reimburse the City for all of its costs and expenses in connection with providing such access and copies, including without limitation City staff time and overhead.

Section 3.3 The City shall deposit Shortfall payments in the District account and utilize funds received from the Developer under this Agreement solely to pay costs for the Services.

Section 3.4 The following shall be excluded from the calculation of any projected and actual Shortfall:

(a) Any Services (and corresponding costs) related to Project improvements that have not been constructed or accepted by the City or the CFD for permanent maintenance;

(b) Any Services (and corresponding costs) that the Developer is obligated under the Development Agreement and other Project approvals (including, without limitation, any Subdivision Improvement Agreement, and the applicable Conditions of Approval and Mitigation Monitoring and Reporting Program approved by the City Council on January 20, 2009), to perform, at the Developer's sole cost;

(c) The services set forth in Section 4.4.4.3 of the Development Agreement (the parties acknowledge that the services set forth in items (i) and (ii) thereof shall be performed by the Project homeowners' association and the Developer hereby waives any right to require that the services set forth in item (iii) thereof be included in the District); and

(d) Pursuant to Section 4.4.4.4 of the Development Agreement, any additional maintenance and security related to special events not expressly included in the Services, the costs of which shall be reimbursed to the City by the sponsor of such events.

Section 3.5 After Project Completion, the Developer shall have no further Shortfall payment obligations to the City or the District under this Agreement, other than those relating to or arising from periods prior to Project Completion.

**ARTICLE IV
EVENTS OF DEFAULT AND REMEDIES**

Section 4.1 Events of Default. The following shall be Events of Default hereunder:

(a) Failure by the Developer or the City to make any payment required to be made hereunder when due or comply with any required meet and confer procedures required by this Agreement within a reasonable time after the defaulting party's receipt of a written notice from the other party;

(b) Any representation by the Developer contained in this Agreement that proves false or misleading in any material respect as of the date hereof;

(c) Failure or non-compliance by the Developer or the City to observe or perform any of its other covenants or agreements under this Agreement for a period of ninety (90) calendar days after delivery of written notice, specifying such failure and requesting that it be remedied, is given to the defaulting party;

(d) The Developer shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, assignee, sequestrator, trustee, liquidator or similar official of the Developer or of all or a substantial part of its property, (ii) admit in writing its inability, or be generally unable, to pay its debts as such debts become due, (iii) make a general assignment for the benefit of its creditors, (iv) commence a voluntary case under the Bankruptcy Code, (v) file a petition seeking to take advantage of any other federal or state law relating to bankruptcy, insolvency, reorganization, arrangement, winding-up or composition or adjustment of debts, or (vi) take any corporate action for the purpose of effecting any of the foregoing; or

(e) A proceeding or case shall be commenced, without the application or consent of the Developer, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, arrangement, dissolution, winding-up or composition or adjustment of debts of the Developer, (ii) the appointment of a trustee, receiver, custodian, assignee, sequestrator, liquidator or similar official of the Developer or of all or any substantial part of its assets, or (iii) similar relief in respect of the Developer under any law relating to bankruptcy, insolvency, reorganization, arrangement, winding-up or composition or adjustment of debts and such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect, for a period of ninety (90) calendar days from the commencement of such proceeding or case or the date of such order, judgment or decree, or an order for relief against the Developer shall be entered in an involuntary case under the Bankruptcy Code.

Section 4.2 Remedies on Default. Upon the occurrence of an Event of Default, the non-defaulting party may take whatever action at law or in equity may appear necessary or desirable to collect the amounts payable pursuant hereto then due or to become due or to enforce the performance and observance of any obligation, agreement or covenant under this Agreement.

**ARTICLE V
MISCELLANEOUS**

Section 5.1 Notices. All notices, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed to have been given when the writing is delivered if given or delivered by hand, overnight delivery service or facsimile transmitter (with confirmed receipt) to the address or facsimile number set forth below and shall be deemed to have been given on the date deposited in the mail, if mailed, by first-class, registered or certified mail, postage prepaid, addressed as set forth below. The parties hereto may, by written notice given hereunder, designate any different addresses, phone numbers and facsimile numbers to which subsequent notices, certificates, approvals, consents, requests or other communications shall be sent.

To the City: City of Oakland
 Department of Public Works
 250 Frank Ogawa Plaza, 4th floor
 Oakland, CA 94612
 Attn: Director of Public Works
 Tel: (510) 238-3961

with copy to: Oakland City Attorney's Office
 One Frank Ogawa Plaza, 6th Floor
 Oakland CA 94612
 Attn: Finance Team
 Tel: (510) 238-3601

 City of Oakland
 Zoning and Major Projects Divisions
 250 Frank Ogawa Plaza, Suite 2114
 Oakland, CA 94612
 Tel: (510) 238-3911

To Developer: Zarsion-OHP I, LLC
 c/o Signature Development Group, Inc.
 2335 Broadway, Suite 200
 Oakland, CA 94612
 Attn: Michael Ghielmetti
 Tel: (510) 251-9271
 Email: mghielmetti@signaturedevelopment.com

with a copy to: Marc Stice, Esq.
 Stice & Block, LLP
 2335 Broadway, Suite 201
 Oakland, CA 94612
 Tel: (510) 735-0032
 Email: mstice@sticeblock.com

Section 5.2. Entire Agreement as to Shortfall; Amendment. This Agreement constitutes the entire agreement between the parties with respect to the Developer's obligation to address a Shortfall as described herein, and supersedes and replaces all prior or contemporaneous discussions, negotiations, letters, memoranda or other communications, oral or written, with respect to the specific subject matter addressed herein, including any such terms set forth in that Estoppel Certificate dated April 13, 2015. Notwithstanding the foregoing, this Agreement is intended solely for the purpose of supplementing, refining, clarifying and further defining certain obligations established in the Development Agreement, the Conditions of Approval, and other Project Approvals, each of which remain in full force and effect. Nothing in this Agreement shall be construed to limit, abrogate, or supersede any rights and obligations of the City or the Developer under the Development Agreement, Conditions of Approval or other Project Approvals, or construed to contradict any of the District formation documents or proceedings. This Agreement may only be subsequently modified or amended in a writing signed by both the parties.

Section 5.3 Partial Invalidity. If any provision of this Agreement is finally declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, and to the extent possible, the invalid, void or unenforceable provision shall be replaced by a valid, enforceable provision which most closely achieves the intent of the invalid, void or unenforceable provision.

Section 5.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, and any action to enforce this Agreement shall be brought in Alameda County.

Section 5.5 No Waiver. No failure or delay of a party hereto in the exercise of any right given to such party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a party hereto of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof, or of any breach of any other provision hereof.

Section 5.6 Successors and Assigns. The parties, respectively, bind themselves, and their respective successors and assigns to the other party to this Agreement, and to the successors and assigns of such other party with respect to all covenants of this Agreement. Neither party shall assign its rights under this Agreement or any of its obligations under this Agreement to any other party without the prior written consent of the other party, which consent may be granted, withheld or conditioned in such party's sole and absolute discretion.

Section 5.7 Further Assurances. Each party hereto will whenever reasonably requested by the other party, at no additional cost to the responding party, execute or cause to be executed all such instruments or agreements as may be necessary in order to carry out the purpose of this Agreement, and each party shall do all other acts necessary or reasonably requested by the other party to carry out the intent and purpose of this Agreement.

Section 5.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise a single instrument.

Section 5.9. Exhibits. All exhibits attached hereto are by reference hereby made a part hereof.

Section 5.10 Time of Essence. Time is of the essence as to each provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives.

CITY OF OAKLAND

By: _____
City Administrator

Approved as to form and legality:

City Attorney

DEVELOPER:

Zarsion-OHP I, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

FISCAL AGREEMENT
(Brooklyn Basin/Oak-to-Ninth Project)

This Fiscal Agreement (this “**Agreement**”) is made and entered into this ___ day of _____, 2017 (the “**Effective Date**”), by and between the **City of Oakland, California**, a charter city and municipal corporation of the State of California (the “**City**”), and **Zarsion-OHP I, LLC**, a California limited liability company (the “**Developer**”).

RECITALS

A. The Developer is the owner of that certain real property located in the City of Oakland, California and more particularly described in Exhibit A-1 attached hereto (the “**Developer Development Parcels**”). The Developer is the ground lessee of that certain real property owned by the Port of Oakland, located in the City of Oakland, California and more particularly described in Exhibit A-2, attached hereto (the “**Open Space Property**”). The Developer has previously transferred that certain real property located in the City of Oakland, California and more particularly described in Exhibit A-3 attached hereto, to certain Finished Parcel Developers (as such term is defined in the Development Agreement (defined below)) (the “**FPD Development Parcels**”). The City is the owner of that certain real property located in the City of Oakland, California and more particularly described in Exhibit A-4 attached hereto (the “**City Development Parcels**”). The Developer Development Parcels, the FPD Development Parcels and the City Development Parcels are collectively referred to herein as the “**Development Parcels**.” The Development Parcels and the Open Space Property are collectively referred to herein as the “**Project Property**.”

B. The Project Property is commonly referred to as the “**Brooklyn Basin Project**” (the “**Project**”), and is entitled for development as a mixed-use, master planned community that will include, when completed, up to 3,100 residential units, up to 200,000 square feet of commercial/retail uses and approximately 30 acres of open space/park uses.

C. The Project is the subject of that certain Development Agreement, by and between the City and the Developer (as successor-by-assignment to Oakland Harbor Partners, LLC), dated August 24, 2006 and recorded in the Official Records of Alameda County as Document No. 2006-331819, as amended by that certain First Administrative Amendment to Development Agreement, dated August 28, 2014 and recorded in the Official Records of Alameda County as Document No. 2014-211182 (as amended, the “**Development Agreement**”) and those Conditions of Approval for the Project approved by the City on August 24, 2006 (the “**Conditions of Approval**”). Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Development Agreement.

D. The Development Agreement and the Conditions of Approval contemplate that the Developer will construct certain park facilities, open space, right of way improvements, and other public improvements as part of the Project at the Developer’s sole expense. The foregoing improvements to be installed by the Developer and the park and such other improvements that are specified to be the responsibility of the City as identified in Section 4.4.2 of the Development Agreement are collectively referred to herein as the “**Public Improvements**.”

E. In accordance with the Development Agreement, the City will form a Mello-Roos Community Facilities District pursuant to California Government Code Section 53311 et seq., (the "**District**") to provide a perpetual source of funds to pay the cost of maintaining the Public Improvements as set forth on Exhibit B attached hereto (the "**Services**").

F. As more particularly set forth in the District formation documents, the special tax will be levied against those Development Parcels that have been issued a Building Completion Confirmation (defined herein) (excluding any property that is subject to any statutory exemptions).

G. The City has determined that the District is unlikely to generate sufficient revenue each year prior to Project Completion. Therefore, the City has required, and the Developer has agreed to enter into this Agreement to memorialize the Developer's agreement to pay any shortfall between the actual Special Tax Revenue (defined herein) received, if any, by the District and the Full Cost of the Services (defined herein) in any such year until Project Completion.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and sufficient consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINED TERMS

In addition to other terms defined herein, each of the following capitalized terms shall have the meaning set forth below:

"Bankruptcy Code" means Title 11 of the United States Code, as amended, and any successor statute or statutes having substantially the same function.

"Building Completion Confirmation" means, for any building constructed on a Development Parcel, the City's issuance of a temporary or final certificate of occupancy.

"District" or **"CFD"** means City of Oakland Community Facilities District No. 2017-1 (Brooklyn Basin Public Services).

"District Budget" means the Brooklyn Basin CFD Annual Maintenance Costs at Buildout adopted or approved in conjunction with the formation of the District.

"Fiscal Year" means a fiscal year of the City, commencing on July 1 of each calendar year and expiring on June 30 of each calendar year.

"Full Cost of Services" means the greater of (a) the complete, actual costs, including all direct and indirect costs and scheduled reserves (each subject to any limitations included in the District Budget), incurred by the District in the delivery of the Services and (b) the aggregate

maximum annual tax permitted to be levied against the Development Parcels under the District formation documents.

“Meet and Confer Notice” means a written notice delivered by the Developer to the City requesting a meeting to discuss a projected Shortfall.

“Project Completion” means the date that the special tax under the District is levied against all of the Development Parcels (excluding any property that is subject to any statutory exemptions or that has been subdivided as a right-of-way or other non-development parcel).

“Project Property” is defined in Recital A.

“Reserve Fund” means an account established by and held by the City to fund the repair and replacement of facilities required by the CFD to provide the Services [pursuant to Section 33317(j) of the Act].

“Reserves” means the portion of Special Tax Revenues levied each year for deposit in the Reserve Fund.

“Shortfall” means for each Fiscal Year, the amount by which the Full Cost of the Services during said Fiscal Year (including amounts to be set aside for Reserves for such Fiscal Year) exceeds the amount of Special Tax Revenue (excluding any Special Tax Revenue allocated for other scheduled reserves) collected during the preceding Fiscal Year.

“Special Tax Revenue” means the amount of special taxes collected by the District in a Fiscal Year.

ARTICLE II REPRESENTATIONS

Section 2.1 The Developer represents and warrants as follows:

(a) It is a limited liability company duly incorporated, validly existing and in good standing under the laws of the State of California, and has corporate and other legal power and authority to enter into and to perform the agreements and covenants on its part contained herein, and has duly authorized the execution, delivery and performance of and has duly approved this Agreement.

(b) The execution and delivery by the Developer of this Agreement and the performance by the Developer of its obligations hereunder: (i) do not violate any provision of statutory law or regulation applicable to the Developer; (ii) do not violate its articles of organization or operating agreement; (iii) do not breach or result in a default under any other agreement to which it is a party; and (iv) do not violate the terms of any judicial or administrative judgment, order, decree or arbitral decision that names the Developer and is specifically directed to it or its properties.

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending, or, to the best knowledge of the

Developer, threatened against or affecting the Developer wherein an unfavorable decision, ruling or finding would adversely affect the transaction contemplated by, or the validity or enforceability of, this Agreement.

(d) No further authorizations, consents or approvals of governmental bodies or agencies are required in connection with the execution and delivery by the Developer of this Agreement or in connection with the carrying out by the Developer of its obligations under this Agreement.

ARTICLE III COVENANTS

Section 3.1 By no later than May 15 of each calendar year, beginning in the 2018 calendar year, the City will notify the Developer of any actual Shortfall for the current Fiscal Year and any Shortfall projected for the succeeding Fiscal Year and provide a detailed accounting to the Developer of the projected Shortfall. The Developer shall pay said projected Shortfall to the City within fifteen (15) business days after the Developer's receipt of said notice. The Developer's obligations under this Agreement includes payment of any Shortfall related to the FPD Development Parcels and portions of the Developer Development Parcels which are transferred to third parties at any time prior to or after the Effective Date. The Developer shall be entitled to an offset against the projected Shortfall for any outstanding Overpayment (defined herein) then due by the City.

Provided that the Developer has timely paid the projected Shortfall, upon the City's receipt of a Meet and Confer Notice, the parties shall meet and confer within five (5) business days after the City's receipt of such notice to discuss the Developer's questions regarding the projected Shortfall. The City shall provide the Developer with written notice of whether or not the City has determined that an adjustment should be made to the projected Shortfall within fifteen (15) business days after the City's receipt of the Meet and Confer Notice. If the City determines that the projected Shortfall should be reduced, the City shall reimburse the amount of the reduction to the Developer within eighty (80) calendar days after the City's receipt of the Meet and Confer Notice. The City's failure to timely meet and confer or to provide a written notice as a result of such meet and confer shall toll any time periods related to the Developer's right to appeal or challenge the City's initial assessment of the projected Shortfall. The foregoing procedure shall not be deemed a waiver of (a) the Developer's rights under this Agreement or (b) the Developer's right to appeal/challenge the City's initial assessment of the projected Shortfall.

Within ninety (90) calendar days after the end of a Fiscal Year, the City shall conduct a true-up analysis for such Fiscal Year that considers the following matters applicable to such Fiscal Year: actual Special Tax Revenue, less Reserves, the Full Cost of the Services, and the amount of the projected Shortfall paid by the Developer. To the extent the Full Cost of the Services for that Fiscal Year are less than the aggregate of (i) the Special Tax Revenue, less Reserves, and (ii) the funds paid by the Developer with respect to the projected Shortfall for that Fiscal Year ("**Overpayment**"), the City shall reimburse the Developer for the Overpayment within one hundred and fifty (150) calendar days after the end of the subject Fiscal Year. To the extent the Full Cost of the Services for that Fiscal Year are greater than the aggregate of (a) the Special Tax Revenue, less Reserves, and (b) the funds previously paid by the Developer with respect to the projected Shortfall for that Fiscal Year ("**Underpayment**"), the City shall notify

the Developer that additional funds are required, and the Developer shall pay the City the amount of the Underpayment within fifteen (15) business days of the Developer's receipt of said notice.

Section 3.2 The District shall maintain such books and records related to the provisions of the Services and Special Tax Revenue as are required by applicable law. The Developer shall have the right to request copies of, and access to, the District's books and records related to the determination of the cost of the Services and Special Tax Revenue; however, such a request may not be made more frequently than once per calendar year. The City shall cooperate with and give all reasonable assistance to any auditor, accountant or bookkeeper retained by the Developer to access and review the District books and records with respect to the Services. Such access will be provided only during regular business hours of the City at City offices and only after the Developer gives the City fourteen (14) calendar days' prior written notice. Upon completion of any inspection of the District's books and records, the results shall be sent to the City and, if applicable, any Overpayment or Underpayment shall be corrected pursuant to the provisions of Section 3.1 above. Developer shall reimburse the City for all of its costs and expenses in connection with providing such access and copies, including without limitation City staff time and overhead.

Section 3.3 The City shall deposit Shortfall payments in the District account and utilize funds received from the Developer under this Agreement solely to pay costs for the Services.

Section 3.4 The following shall be excluded from the calculation of any projected and actual Shortfall:

(a) Any Services (and corresponding costs) related to Project improvements that have not been constructed or accepted by the City or the CFD for permanent maintenance;

(b) Any Services (and corresponding costs) that the Developer is obligated under the Development Agreement and other Project approvals (including, without limitation, any Subdivision Improvement Agreement, and the applicable Conditions of Approval and Mitigation Monitoring and Reporting Program approved by the City Council on January 20, 2009), to perform, at the Developer's sole cost;

(c) The services set forth in Section 4.4.4.3 of the Development Agreement (the parties acknowledge that the services set forth in items (i) and (ii) thereof shall be performed by the Project homeowners' association and the Developer hereby waives any right to require that the services set forth in item (iii) thereof be included in the District); and

(d) Pursuant to Section 4.4.4.4 of the Development Agreement, any additional maintenance and security related to special events not expressly included in the Services, the costs of which shall be reimbursed to the City by the sponsor of such events.

Section 3.5 After Project Completion, the Developer shall have no further Shortfall payment obligations to the City or the District under this Agreement, other than those relating to or arising from periods prior to Project Completion.

ARTICLE IV
EVENTS OF DEFAULT AND REMEDIES

Section 4.1 Events of Default. The following shall be Events of Default hereunder:

- (a) Failure by the Developer or the City to make any payment required to be made hereunder when due or comply with any required meet and confer procedures required by this Agreement within a reasonable time after the defaulting party's receipt of a written notice from the other party;
- (b) Any representation by the Developer contained in this Agreement that proves false or misleading in any material respect as of the date hereof;
- (c) Failure or non-compliance by the Developer or the City to observe or perform any of its other covenants or agreements under this Agreement for a period of ninety (90) calendar days after delivery of written notice, specifying such failure and requesting that it be remedied, is given to the defaulting party;
- (d) The Developer shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, assignee, sequestrator, trustee, liquidator or similar official of the Developer or of all or a substantial part of its property, (ii) admit in writing its inability, or be generally unable, to pay its debts as such debts become due, (iii) make a general assignment for the benefit of its creditors, (iv) commence a voluntary case under the Bankruptcy Code, (v) file a petition seeking to take advantage of any other federal or state law relating to bankruptcy, insolvency, reorganization, arrangement, winding-up or composition or adjustment of debts, or (vi) take any corporate action for the purpose of effecting any of the foregoing; or
- (e) A proceeding or case shall be commenced, without the application or consent of the Developer, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, arrangement, dissolution, winding-up or composition or adjustment of debts of the Developer, (ii) the appointment of a trustee, receiver, custodian, assignee, sequestrator, liquidator or similar official of the Developer or of all or any substantial part of its assets, or (iii) similar relief in respect of the Developer under any law relating to bankruptcy, insolvency, reorganization, arrangement, winding-up or composition or adjustment of debts and such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect, for a period of ninety (90) calendar days from the commencement of such proceeding or case or the date of such order, judgment or decree, or an order for relief against the Developer shall be entered in an involuntary case under the Bankruptcy Code.

Section 4.2 Remedies on Default. Upon the occurrence of an Event of Default, the non-defaulting party may take whatever action at law or in equity may appear necessary or desirable to collect the amounts payable pursuant hereto then due or to become due or to enforce the performance and observance of any obligation, agreement or covenant under this Agreement.

**ARTICLE V
MISCELLANEOUS**

Section 5.1 Notices. All notices, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed to have been given when the writing is delivered if given or delivered by hand, overnight delivery service or facsimile transmitter (with confirmed receipt) to the address or facsimile number set forth below and shall be deemed to have been given on the date deposited in the mail, if mailed, by first-class, registered or certified mail, postage prepaid, addressed as set forth below. The parties hereto may, by written notice given hereunder, designate any different addresses, phone numbers and facsimile numbers to which subsequent notices, certificates, approvals, consents, requests or other communications shall be sent.

To the City: City of Oakland
 Department of Public Works
 250 Frank Ogawa Plaza, 4th floor
 Oakland, CA 94612
 Attn: Director of Public Works
 Tel: (510) 238-3961

with copy to: Oakland City Attorney's Office
 One Frank Ogawa Plaza, 6th Floor
 Oakland CA 94612
 Attn: Finance Team
 Tel: (510) 238-3601

 City of Oakland
 Zoning and Major Projects Divisions
 250 Frank Ogawa Plaza, Suite 2114
 Oakland, CA 94612
 Tel: (510) 238-3911

To Developer: Zarsion-OHP I, LLC
 c/o Signature Development Group, Inc.
 2335 Broadway, Suite 200
 Oakland, CA 94612
 Attn: Michael Ghielmetti
 Tel: (510) 251-9271
 Email: mghielmetti@signaturedevelopment.com

with a copy to: Marc Stice, Esq.
 Stice & Block, LLP
 2335 Broadway, Suite 201
 Oakland, CA 94612
 Tel: (510) 735-0032
 Email: mstice@sticeblock.com

Section 5.2. Entire Agreement as to Shortfall; Amendment. This Agreement constitutes the entire agreement between the parties with respect to the Developer's obligation to address a Shortfall as described herein, and supersedes and replaces all prior or contemporaneous discussions, negotiations, letters, memoranda or other communications, oral or written, with respect to the specific subject matter addressed herein, including any such terms set forth in that Estoppel Certificate dated April 13, 2015. Notwithstanding the foregoing, this Agreement is intended solely for the purpose of supplementing, refining, clarifying and further defining certain obligations established in the Development Agreement, the Conditions of Approval, and other Project Approvals, each of which remain in full force and effect. -Nothing in this Agreement shall be construed to limit, abrogate, or supersede any rights and obligations of the City or the Developer under the Development Agreement, Conditions of Approval or other Project Approvals, or construed to contradict any of the District formation documents or proceedings. This Agreement may only be subsequently modified or amended in a writing signed by both the parties.

Section 5.3 Partial Invalidity. If any provision of this Agreement is finally declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, and to the extent possible, the invalid, void or unenforceable provision shall be replaced by a valid, enforceable provision which most closely achieves the intent of the invalid, void or unenforceable provision.

Section 5.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, and any action to enforce this Agreement shall be brought in Alameda County.

Section 5.5 No Waiver. No failure or delay of a party hereto in the exercise of any right given to such party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a party hereto of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof, or of any breach of any other provision hereof.

Section 5.6 Successors and Assigns. The parties, respectively, bind themselves, and their respective successors and assigns to the other party to this Agreement, and to the successors and assigns of such other party with respect to all covenants of this Agreement. Neither party shall assign its rights under this Agreement or any of its obligations under this Agreement to any other party without the prior written consent of the other party, which consent may be granted, withheld or conditioned in such party's sole and absolute discretion.

Section 5.7 Further Assurances. Each party hereto will whenever reasonably requested by the other party, at no additional cost to the responding party, execute or cause to be executed all such instruments or agreements as may be necessary in order to carry out the purpose of this Agreement, and each party shall do all other acts necessary or reasonably requested by the other party to carry out the intent and purpose of this Agreement.

Section 5.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise a single instrument.

Section 5.9. Exhibits. All exhibits attached hereto are by reference hereby made a part hereof.

Section 5.10 Time of Essence. Time is of the essence as to each provision of this Agreement.

~~{Signatures on next page}~~

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives.

CITY OF OAKLAND

By: _____
City Administrator

Approved as to form and legality:

City Attorney

DEVELOPER:

Zarsion-OHP I, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

**EXHIBIT A-1
LAND DESCRIPTION
DEVELOPER DEVELOPMENT PARCELS**

Seven parcels of land situate in the City of Oakland, County of Alameda, State of California, and being more particularly described as follows:

PARCEL 1

All of Parcel D as shown on Tract Map No. 8395, filed July 19, 2017, in Book 349 of Maps, at pages 4 – 8, Official Records of said County.

Containing an area of 62,538 square feet or 1.44 acres, more or less.

PARCEL 2

All of Parcel E as shown on Tract Map No. 8395, filed July 19, 2017, in Book 349 of Maps, at pages 4 – 8, Official Records of said County.

Containing an area of 51,732 square feet or 1.19 acres, more or less.

PARCEL 3

All of Parcel H as shown on Tract Map No. 8395, filed July 19, 2017, in Book 349 of Maps, at pages 4 – 8, Official Records of said County.

Containing an area of 94,494 square feet or 2.17 acres, more or less.

PARCEL 4

All of Parcel J as shown on Tract Map No. 8395, filed July 19, 2017, in Book 349 of Maps, at pages 4 – 8, Official Records of said County.

Containing an area of 89,474 square feet or 2.05 acres, more or less.

PARCEL 5 (G, DOCUMENT NUMBER 2014-192520)

All that land situate in the City of Oakland, County of Alameda, State of California being a portion of Parcel 4 (P/B1) as said parcel is described in that certain Grant Deed recorded on June 10, 2013 as Document Number 2013203240, Official Records of Alameda County, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet;

thence South 65°32'30" West, 36.61 feet to the beginning of a non-tangent curve to the

left, from which point a radial line, from the curve to the radius point, bears South 1°06'18" East;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet;

thence South 85°35'17" West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of 30°04'45" and an arc length of 286.11 feet;

thence North 64°19'58" West, 337.37 feet to a point on the northeasterly line of Parcel 3 (S/B2);

thence along the northeasterly line of said Parcel 3 (S/B2), North 64°19'58" West, 0.77 feet to the beginning of a tangent curve to the left;

thence continuing along last said line, along said curve having a radius of 972.00 feet, through a central angle of 12°11'41" and an arc length of 206.88 feet;

thence continuing along the northerly line of said Parcel 3 (S/B2), North 76°31'39" West, 90.54 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court, and the northwest corner of said Parcel 3 (S/B2) and the northeast corner of said Parcel 4 (P/B1);

thence along the northerly line of said Parcel 4 (P/B1), North 76°31'39" West, 122.29 feet to the **TRUE POINT OF BEGINNING**;

thence leaving last said northerly line, South 14°49'55" West, 165.02 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 130.00 feet, through a central angle of 39°18'05" and an arc length of 89.17 feet;

thence South 24°28'10" East, 121.13 feet;

thence South 65°32'30" West, 197.05 feet to southwest line of said Parcel 4 (P/B1);

thence along last said southwest line, North 24°27'30" West, 504.18 feet to the beginning of a tangent curve to the right;

thence along the westerly line of said Parcel 4 (P/B1), along said curve having a radius of 15.00 feet, through a central angle of 28°14'39", and an arc length of 7.39 feet;

thence continuing along last said line, North 3°47'09" East, 20.39 feet to the beginning of a tangent curve to the right;

thence along the northwesterly line of said Parcel 4 (P/B1), along said curve having a radius of 35.00 feet, through a central angle of 101°12'29" and an arc length of 61.82 feet to a point of reverse curvature;

thence along the northerly line of said Parcel 4 (P/B1), along said curve having a radius of 1,992.00 feet, through a central angle of 1°31'17", and an arc length of 52.89 feet;

thence continuing along last said line, South 76°31'39" East, 285.406 feet to the **TRUE POINT OF BEGINNING**.

Containing 2.70 acres or 117,526 square feet, more or less.

PARCEL 6 (S/M)

A parcel of filled tide and submerged land in the historic bed of San Antonio Estuary situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet;

thence South 76°31'20" East, 295.07 feet;

thence South 69°13'14" East, 84.02 feet to the **TRUE POINT OF BEGINNING**;

thence South 78°26'43" East, 210.60 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 512.00 feet, through a central angle of 4°24'30" and an arc length of 39.39 feet;

thence South 40°49'41" East, 39.73 feet;

thence South 49°10'19" West, 555.00 feet;

thence North 40°49'41" West, 208.00 feet;

thence North 49°10'19" East, 297.61 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 25.00 feet, through a central angle of 22°59'41" and an arc length of 10.03 feet;

thence North 26°10'38" East, 85.29 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 15.00 feet, through a central angle of 75°22'39" and an arc length of 19.73 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 107,288 square feet or 2.46 acres, more or less.

Parcel 7 (P/K)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet;

thence South 76°31'20" East, 683.45 feet;

thence South 61°43'52" East, 262.27 feet;

thence South 55°12'41" East, 61.58 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 28°16'02" West;

thence along said curve having a radius of 15.00 feet, through a central angle of 69°05'43" and an arc length of 18.09 feet;

thence South 49°10'19" West, 32.66 feet to the **TRUE POINT OF BEGINNING**;

thence South 40°49'41" East, 248.00 feet;

thence South 49°10'19" West, 625.00 feet;

thence North 40°49'41" West, 50.00 feet;

thence South 49°10'19" West, 32.00 feet;

thence North 40°49'41" West, 198.00 feet;

thence North 49°10'19" East, 200.00 feet to the southwesterly line of the land described in that certain Grant Deed recorded on December 13, 1979 as Document Number 79-252704, Official Records Alameda County;

thence along last said southwesterly line, South 40°49'41" East 116.56 feet, to the most southerly corner of said land described in said Document Number 79-252704;

thence along the southeasterly line of said land described in said Document Number 79-252704 and the southeasterly line of the parcel described as "(B)" in the Quitclaim Deed to Fred H. Slater and Virginia Slater, recorded on January 18, 1946 in Book 4832 of Official Records at page 53, Alameda County Records, North 49°10'19" East 160.00 feet to the most easterly corner of said parcel "(B)";

thence along the northeasterly line of said parcel "(B)", North 40°49'41" West, 116.56 feet;

thence North 49°10'19" East, 297.00 feet to the **TRUE POINT OF BEGINNING**.

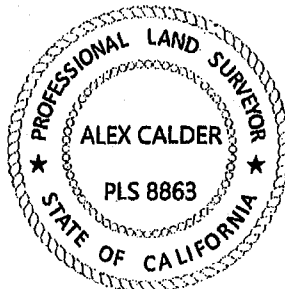
Containing an area of 142,687 square feet or 3.28 acres, more or less.

Basis of Bearings: California Coordinate System of 1983 (CCS83), Epoch 1986, Zone 3. Held record CCS83 coordinate Northing = 2115136.166, Easting = 6052732.398, at point "SHIP", and the calculated bearing South 72°09'16" East to point "H133" having CCS83 coordinate Northing = 2114243.395, Easting = 6055505.473. The two monuments, "SHIP" and "H133" are shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California. All distances are ground distances. To obtain grid distances, multiply ground distances shown by 0.9999293.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.



Alex Calder, PLS 8863



August 28, 2017
Dated

END OF DESCRIPTION

EXHIBIT A-2
LEGAL DESCRIPTION OF THE OPEN SPACE PARCELS

[See attached.]

LAND DESCRIPTION
OPEN SPACE PROPERTY

Those certain parcels of land situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

Parcel 1 (T/W)

A parcel of filled tide, tide and submerged land in the bed of San Antonio Estuary and a portion of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet to the intersection of the northwesterly line of Homewood Suites Lease Boundary, as said boundary is described in that certain lease between the Port of Oakland and JBN Lodging, recorded on January 2, 1997 as Document Number 97000487, Alameda County Records, with the southerly line of the Embarcadero, as said Embarcadero is shown on said record of survey;

thence along last said northwesterly line of Homewood Suites Lease Boundary, South 65°32'30" West, 36.61 feet to the **TRUE POINT OF BEGINNING**;

thence continuing along said line and its southwesterly prolongation, South 65°32'30" West, 328.52 feet;

thence South 26°30'11" West, 208.87 feet;

thence South 67°12'12" West, 242.09 feet;

thence South 65°40'44" West, 503.12 feet;

thence South 73°29'06" West, 317.84 feet;

thence South 88°11'55" West, 188.99 feet;

thence North 89°38'27" West, 218.96 feet;

thence North 61°40'04" West, 481.14 feet;

thence North 28°43'59" East, 173.04 feet;

thence North 40°49'41" West, 71.80 feet;

thence North 49°10'19" East, 673.87 feet;

thence North 40°49'41" West, 240.00 feet;

thence South 49°10'19" West, 675.00 feet;

thence South 65°54'30" West, 28.68 feet;

thence South 62°29'58" West, 20.70 feet;

thence South 55°10'57" West, 146.59 feet;

thence North 80°40'53" West, 76.80 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 92.97 feet, through a central angle of 38°20'45" and an arc length of 62.22 feet;

thence South 60°58'22" West, 68.30 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 146.77 feet, through a central angle of 117°22'03" and an arc length of 300.65 feet;

thence North 12°51'29" East, 69.26 feet;

thence North 9°08'32" West, 32.90 feet to the southwesterly line of the lands of Silveira, as said lands are described in that certain Grant Deed recorded on November 3, 1967 in Reel 2068 at image 141, Alameda County Records;

thence along last said southwesterly line, South 46°34'41" East, 90.57 feet to the most southerly corner of said lands described in last said deed;

thence along the southeasterly line of last said lands, North 49°10'19" East, 44.02 feet;

thence South 40°49'41" East, 53.00 feet to the beginning of a tangent curve to

the left;

thence along said curve having a radius of 51.00 feet, through a central angle of $180^{\circ}00'00''$ and an arc length of 160.22 feet;

thence North $40^{\circ}49'41''$ West, 1.00 feet;

thence North $49^{\circ}10'19''$ East, 235.41 feet;

thence South $40^{\circ}49'41''$ East, 196.00 feet;

thence North $49^{\circ}10'19''$ East, 32.00 feet;

thence South $40^{\circ}49'41''$ East, 50.00 feet;

thence North $49^{\circ}10'19''$ East, 625.00 feet;

thence North $40^{\circ}49'41''$ West, 248.00 feet;

thence North $49^{\circ}10'19''$ East, 32.66 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 15.00 feet, through a central angle of $69^{\circ}05'43''$ and an arc length of 18.09 feet;

thence South $61^{\circ}43'58''$ East, 68.53 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 1,992.00 feet, through a central angle of $9^{\circ}12'42''$ and an arc length of 320.26 feet to a point of reverse curvature;

thence along said curve having a radius of 15.00 feet, through a central angle of $88^{\circ}43'49''$ and an arc length of 23.23 feet;

thence South $17^{\circ}47'09''$ West, 48.55 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 75.00 feet, through a central angle of $42^{\circ}14'39''$ and an arc length of 55.30 feet;

thence South $24^{\circ}27'30''$ East, 142.89 feet;

thence South $49^{\circ}10'19''$ West, 690.00 feet;

thence South $40^{\circ}49'41''$ East, 196.50 feet;

thence North 65°32'30" East, 142.44 feet;

thence South 24°27'30" East, 12.00 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 24°27'30" East;

thence along said curve having a radius of 73.00 feet, through a central angle of 128°00'00" and an arc length of 163.08 feet;

thence South 62°27'30" East, 351.97 feet;

thence North 65°32'30" East, 1,284.52 feet;

thence North 21°56'23" East, 127.14 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 15.00 feet, through a central angle of 75°08'56" and an arc length of 19.67 feet to a point of reverse curvature;

thence along said curve having a radius of 545.00 feet, through a central angle of 11°30'02" and an arc length of 109.39 feet;

thence North 85°35'17" East, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet to the **TRUE POINT OF BEGINNING**, containing an area of 564,525 square feet or 12.96 acres, more or less.

Parcel 2 (T/Y)

A parcel of filled tide, tide and submerged land in the bed of San Antonio Estuary and a portion of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet;

thence North 76°31'20" West, 258.45 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 9,532.63 feet, through a central angle of 00°39'15" and an arc length of 108.84 feet to the **TRUE POINT OF BEGINNING**;

thence South 14°07'55" West, 18.98 feet;

thence North 88°42'49" West, 81.79 feet;

thence South 32°45'50" West, 50.04 feet;

thence South 35°54'12" West, 102.54 feet;

thence South 50°56'18" West, 176.73 feet;

thence South 72°16'27" West, 119.77 feet;

thence South 26°52'39" West, 28.71 feet;

thence North 62°36'54" West, 28.62 feet;

thence South 27°26'23" West, 102.54 feet;

thence North 62°34'50" West, 39.95 feet;

thence South 27°23'42" West, 304.64 feet;

thence North 73°21'04" West, 424.79 feet;

thence North 62°35'11" West, 62.33 feet to a point on the southwesterly prolongation of the southeasterly line of Tract 4391, as said tract is shown on that certain map entitled "TRACT 4391 FOR CONDOMINIUM PURPOSES", filed for record on October 30, 1980, in Book 122 of Maps at pages 60 and 61, Alameda County Records;

thence northeasterly along last said southwesterly prolongation and along last said southeasterly line, North 27°24'49" East, 435.62 feet;

thence South 62°35'11" East, 301.35 feet;

thence North 27°24'49" East, 427.29 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of 98°45'10" and an arc length of 25.85 feet;

thence South 71°20'21" East, 112.88 feet;

thence South 51°44'16" West, 14.03 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears North 16°36'09" East;

thence along said curve having a radius of 9,532.63 feet, through a central angle of 2°28'14" and an arc length of 411.04 feet to the **TRUE POINT OF BEGINNING**, containing an area of 359,584 square feet or 8.25 acres, more or less.

Parcel 3 (T/Z)

A parcel of filled tide, tide and submerged land in the bed of San Antonio Estuary and a portion of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet to the **TRUE POINT OF BEGINNING**;

thence South 76°31'20" East, 295.07 feet to the beginning of a non-tangent curve to the right, from which point a radial line, from the curve to the radius point, bears South 59°41'43" West;

thence along said curve having a radius of 30.00 feet, through a central angle of 56°28'55" and an arc length of 29.57 feet;

thence South 26°10'38" West, 35.39 feet;

thence South 49°10'19" West, 205.96 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 41°33'29" West;

thence along said curve having a radius of 40.00 feet, through a central angle of

262°23'10" and an arc length of 183.18 feet;
thence South 40°49'41" East, 23.30 feet;
thence South 49°10'19" West, 67.71 feet;
thence South 40°49'41" East, 208.00 feet;
thence North 49°10'19" East, 555.00 feet;
thence North 40°49'41" West, 39.73 feet to the beginning of a non-tangent curve
to the right, from which point a radial line, from the curve to the radius point,
bears South 15°57'47" West;
thence southeasterly along said curve having a radius of 512.00 feet, through a
central angle of 08°54'37" and an arc length of 79.62 feet;
thence South 49°10'19" West, 655.33 feet;
thence South 40°49'41" East, 23.60 feet;
thence South 49°10'19" West, 268.67 feet;
thence North 9°08'32" West, 60.54 feet;
thence North 30°09'25" West, 129.33 feet;
thence North 34°14'40" East, 65.67 feet to the beginning of a non-tangent curve
to the left, from which point a radial line, from the curve to the radius point, bears
North 62°15'09" West;
thence along said curve having a radius of 119.81 feet, through a central angle of
124°39'57" and an arc length of 260.69 feet;
thence South 69°36'27" West, 91.23 feet;
thence South 59°44'47" West, 42.53 feet;
thence North 37°46'31" West, 142.15 feet;
thence North 22°49'03" East, 149.66 feet;
thence North 45°41'32" East, 191.87 feet;
thence North 44°32'05" East, 54.58 feet;

thence North 76°51'25" East, 109.64 feet;

thence North 80°40'23" East, 26.50 feet to the **TRUE POINT OF BEGINNING**, containing an area of 265,285 square feet or 6.09 acres, more or less.

Parcel 9 (P/N)

A parcel of land in Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court said parcel situate in the City of Oakland, County of Alameda, State of California and being more particularly described as follows:

BEGINNING at Monument "SHIP" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2115136.166, Easting = 6052732.398, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 82°51'11" West, 544.09 feet;

thence North 76°31'20" West, 258.45 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 9,532.63 feet, through a central angle of 3°07'29" and an arc length of 519.88 feet;

thence North 51°44'16" East, 14.03 feet;

thence North 71°20'21" West, 112.88 feet to the **TRUE POINT OF BEGINNING**;

thence North 71°20'21" West, 122.15 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 200.00 feet, through a central angle of 42°30'25" and an arc length of 148.38 feet;

thence South 66°09'14" West, 60.37 feet to the northeasterly projection of the southeasterly line of Tract 4391, as said tract is shown on that certain map entitled "TRACT 4391 FOR CONDOMINIUM PURPOSES", filed for record on October 30, 1980, in Book 122 of Maps at pages 60 and 61, Alameda County Records;

thence along said northeasterly projection and said line, South 27°24'49" West, 303.93 feet;

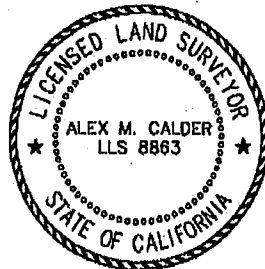
thence South 62°35'11" East, 301.35 feet;

thence North 27°24'49" East, 427.29 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 15.00 feet, through a central angle of 98°45'10" and an arc length of 25.85 feet to the **TRUE POINT OF BEGINNING**, containing an area of 122,169 square feet or 2.80 acres, more or less.

Basis of Bearings: All bearings shown on this survey are based on upon the California Coordinate System of 1983 (CCS83), Epoch 1986, Zone III. Held record CCS83 coordinate Northing = 2115136.166, Easting = 6052732.398, at point "SHIP", and the calculated bearing South 72°09'16" East to point "H133" having CCS83 coordinate Northing = 2114243.395, Easting = 6055505.473. The two monuments, "SHIP" and "H133" are shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California. All distances ground distances. To obtain grid distances, multiply ground distances shown by 0.9999293.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.



Alex Calder

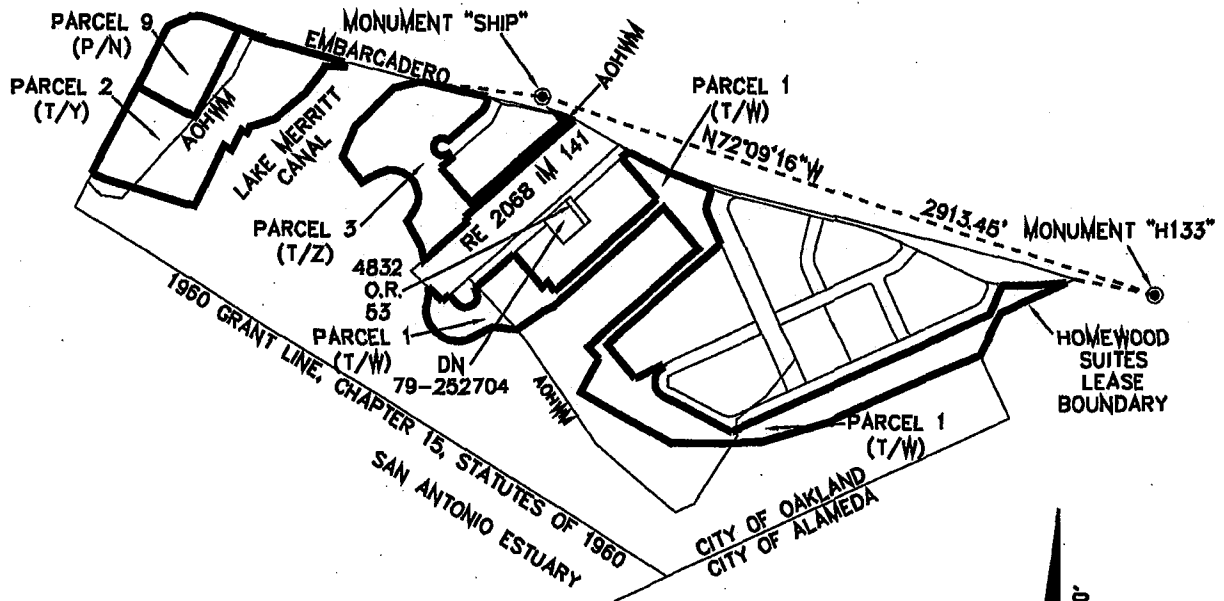
Alex Calder, P.L.S. 8863

12/20/16

Dated

END OF DESCRIPTION

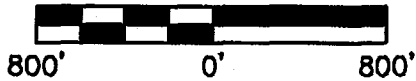
OPEN SPACE PARCELS



LEGEND	
AOHWM	AGREED ORDINARY HIGH WATER MARK
DN	DOCUMENT NUMBER
IM	IMAGE
M	MAPS
O.R.	OFFICIAL RECORDS
RE	REEL

NOTE
 THIS PLAT IS FOR GENERAL REFERENCE ONLY; SEE
 ACCOMPANYING LAND DESCRIPTION FOR
 CONTROLLING BOUNDARY INFORMATION.

GRAPHIC SCALE



255 SHORELINE DR
 SUITE 200
 REDWOOD CITY, CA 94065
 650-482-6300
 650-482-6399 (FAX)

Subject **EXHIBIT B PLAT TO ACCOMPANY**
LEGAL DESCRIPTION

Job No. **20130175-30**

By DJ Date **12/19/16** Chkd. _____

SHEET **1** OF **1**

EXHIBIT A-3
LEGAL DESCRIPTION OF THE FPD DEVELOPMENT PARCELS

That certain real property located in the City of Oakland, County of Alameda and State of California more particularly described as follows:

Parcels B and C as shown on Tract Map No. 7621, filed on June 2, 2015, in Book 331 of Maps, at Pages 81-86, as Series No. 2015-152281 in the Official Records of Alameda County.

**EXHIBIT A-4
LAND DESCRIPTION
CITY DEVELOPMENT PARCELS**

Three parcels of land situate in the City of Oakland, County of Alameda, State of California, and being more particularly described as follows:

PARCEL 1

All of Parcel A as shown on Tract Map No. 7621, filed June 2, 2015, in Book 331 of Maps, at pages 81 – 86, Official Records of said County.

Containing an area of 100,517 square feet or 2.31 acres, more or less.

PARCEL 2 (F, DOCUMENT NUMBER 2014-192520)

All that land situate in the City of Oakland, County of Alameda, State of California being a portion of Parcel 3 (S/B2) as said parcel is described in that certain State of California Patent and Trust Termination recorded on June 10, 2013 as Document Number 2013203239, Official Records of Alameda County, and a portion of Parcel 4 (P/B1) as said parcel is described in that certain Grant Deed recorded on June 10, 2013 as Document Number 2013203240, Official Records of Alameda County, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet;

thence South 65°32'30" West, 36.61 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 1°06'18" East;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet;

thence South 85°35'17" West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of 30°04'45" and an arc length of 286.11 feet;

thence North 64°19'58" West, 337.37 feet to a point on the northeasterly line of Parcel 3 (S/B2) and the **TRUE POINT OF BEGINNING**;

thence along the northeasterly line of said Parcel 3 (S/B2), North $64^{\circ}19'58''$ West, 0.77 feet to the beginning of a tangent curve to the left;

thence continuing along last said line, along said curve having a radius of 972.00 feet, through a central angle of $12^{\circ}11'41''$ and an arc length of 206.88 feet;

thence continuing along the northerly line of said Parcel 3 (S/B2), North $76^{\circ}31'39''$ West, 90.54 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court, and the northwest corner of said Parcel 3 (S/B2) and the northeast corner of said Parcel 4 (P/B1);

thence along the northerly line of said Parcel 4 (P/B1), North $76^{\circ}31'39''$ West, 62.271 feet;

thence leaving last said northerly line, South $14^{\circ}49'55''$ West, 166.44 feet to the beginning of a tangent curve to the left;

thence along said curve having a radius of 70.00 feet, through a central angle of $39^{\circ}18'05''$ and an arc length of 48.02 feet;

thence South $24^{\circ}28'10''$ East, 121.14 feet;

thence North $65^{\circ}32'30''$ East, 99.13 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court, being the common line between said Parcel 3 (S/B2) and said Parcel 4 (P/B1);

thence leaving last said common line, North $65^{\circ}32'30''$ East, 98.52 feet to an angle point in the easterly line of said Parcel 3 (S/B2);

thence along the easterly line of said Parcel 3 (S/B2), North $65^{\circ}32'30''$ East, 110.11 feet; to the beginning of a tangent curve to the left;

thence continuing along last said easterly line, along said curve having a radius of 70.00 feet, through a central angle $24^{\circ}52'28''$, and an arc length of 30.39 feet;

thence continuing along last said easterly line, North $40^{\circ}40'02''$ East, 52.07 feet to the beginning of a tangent curve to the left;

thence continuing along last said easterly line and the northeasterly line of said Parcel 3 (S/B2), along said curve having a radius of 18.00 feet, through a central angel of $105^{\circ}00'00''$, and an arc length of 32.99 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 1.73 acres or 75,306 square feet, more or less.

PARCEL 3 (T, DOCUMENT NUMBER 2014-192520)

All that land situate in the City of Oakland, County of Alameda, State of California being a portion of Parcel 4 (P/B1) as said parcel is described in that certain Grant Deed recorded on June 10, 2013 as Document Number 2013203240, Official Records of Alameda County, State of California and being more particularly described as follows:

BEGINNING at Monument "H133" having California Coordinate System of 1983, CCS83, Zone III, coordinate of Northing = 2114243.395, Easting = 6055505.473, as shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California;

thence North 78°53'23" West, 366.53 feet;

thence South 65°32'30" West, 36.61 feet to the beginning of a non-tangent curve to the left, from which point a radial line, from the curve to the radius point, bears South 1°06'18" East;

thence along said curve having a radius of 398.00 feet, through a central angle of 3°18'25" and an arc length of 22.97 feet;

thence South 85°35'17" West, 149.96 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 545.00 feet, through a central angle of 30°04'45" and an arc length of 286.11 feet;

thence North 64°19'58" West, 337.37 feet to a point on the northeasterly line of Parcel 3 (S/B2);

thence along the northeasterly line of said Parcel 3 (S/B2), North 64°19'58" West, 0.77 feet to the beginning of a tangent curve to the left;

thence continuing along last said line, along said curve having a radius of 972.00 feet, through a central angle of 12°11'41" and an arc length of 206.88 feet;

thence continuing along the northerly line of said Parcel 3 (S/B2), North 76°31'39" West, 90.54 feet to the common line between, filled tide and submerged land in the historic bed of San Antonio Estuary, and Rancho San Antonio as located by the U.S. Surveyor General, approved October 4, 1871 by the U.S. District Court, and the northwest corner of said Parcel 3 (S/B2) and the northeast corner of said Parcel 4 (P/B1);

thence along the northerly line of said Parcel 4 (P/B1), North 76°31'39" West, 62.271 feet to the **TRUE POINT OF BEGINNING**;

thence leaving last said northerly line, South 14°49'55" West, 166.44 feet to the

beginning of a tangent curve to the left;

thence along said curve having a radius of 70.00 feet, through a central angle of 39°18'05" and an arc length of 48.02 feet;

thence South 24°28'10" East, 121.14 feet;

thence South 65°32'30" West, 60.00 feet;

thence North 24°28'10" West, 121.13 feet to the beginning of a tangent curve to the right;

thence along said curve having a radius of 130.00 feet, through a central angle of 39°18'05" and an arc length of 89.17 feet;

thence North 14°49'55" East, 165.02 feet to the northerly line of said Parcel 4 (P/B1).

thence along last said northerly line, South 76°31'39" East, 60.017 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 0.49 acres or 21,328 square feet, more or less.

Basis of Bearings: California Coordinate System of 1983 (CCS83), Epoch 1986, Zone 3. Held record CCS83 coordinate Northing = 2115136.166, Easting = 6052732.398, at point "SHIP", and the calculated bearing South 72°09'16" East to point "H133" having CCS83 coordinate Northing = 2114243.395, Easting = 6055505.473. The two monuments, "SHIP" and "H133" are shown on the Record of Survey of the port area of the City of Oakland, R/S No. 1847, filed for record on November 8, 2004 in Book 29 of Records of Survey at pages 23 through 26, Alameda County Records, State of California. All distances are ground distances. To obtain grid distances, multiply ground distances shown by 0.9999293.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.

Alex Calder

Alex Calder, PLS 8863



August 28, 2017

Dated

END OF DESCRIPTION

EXHIBIT B

CITY OF OAKLAND COMMUNITY FACILITIES DISTRICT NO. 2017-1 (BROOKLYN BASIN PUBLIC SERVICES)

DESCRIPTION OF SERVICES TO BE FINANCED BY THE CFD

Services

The services to be funded, in whole or in part, by the City of Oakland Community Facilities District No. 2017-1 (Brooklyn Basin Public Services) ("CFD" or "District") include the full cost of all direct and incidental costs related to providing public services and maintenance, operation, repair, or replacement of certain public infrastructure within the District. More specifically, the services may include, but are not limited to: (i) maintenance, repair, and replacement of parks and landscaping in public areas and in the public right of way along public streets, including, but not limited to, irrigation, tree trimming, mowing, hardscape, sidewalk, and related maintenance of equipment specific to the Brooklyn Basin facilities, and vegetation maintenance and control; (ii) operation and maintenance of street lights, street furniture, and other appurtenances; (iii) storm protection services, including, but not limited to, the operation and maintenance, repair, and replacement of storm drainage systems that are reasonably necessary for the storm water management, treatment and mitigation requirements for the District (storm water management expressly excludes gravity flow conveyance improvements (pipes, catch basins, etc.)); (iv) annual inspection and reporting obligations associated with the parks, open space areas, public rights-of-way and ground water monitoring wells as required by the applicable operations and maintenance plan and (v) any other public services authorized to be funded under Section 53313 of the California Government Code that are also stipulated as maintenance obligations pursuant to the Development Agreement dated as of August 24, 2006, as amended from time to time, relating to the Brooklyn Basin project and recorded against all of the real property covered thereby.

The CFD may fund any of the following related to the services described in the preceding paragraph: (i) obtaining, constructing, furnishing, operating, maintaining, repairing, replacing, and environmental monitoring of equipment, apparatus, or facilities related to providing the services and/or equipment, apparatus, facilities, or fixtures in areas to be maintained; (ii) paying the salaries and benefits, or consultant fees, of personnel necessary or convenient to provide the services; (iii) payment of insurance costs and other related expenses; (iv) the provision of reserves for deposit in a reserve fund to be used for repairs and replacements, particularly including decks and pilings associates with piers and marinas, the funds in which shall be used solely for repairs and replacement; and (v) administrative and incidental expenses, as described below. The services to be financed by the CFD are in addition to those provided in the territory of the CFD before the date of formation of the CFD and will not supplant services already available within that territory when the CFD is created.

Administrative Expenses

The administrative expenses to be funded by the CFD include the full cost of direct and indirect expenses incurred by the City of Oakland ("City") in carrying out its duties with respect to the CFD including, but not limited to: (i) the levy and collection of the special taxes; (ii) the fees and expenses of attorneys; (iii) any fees of the County of Alameda related to the CFD or the collection of special taxes; (iv) an allocable share of the salaries and benefits of any City staff, or consultant fees, directly related thereto and a proportionate amount of the City's general administrative overhead related thereto; (v) any amounts paid by the City with respect to the CFD or the services authorized to be financed by the CFD; (vi) expenses incurred by the City in undertaking action to foreclose on properties for which the payment of special taxes is delinquent; and (vii) all other costs and expenses of the City in any way related to the CFD.

Other

The incidental expenses that may be funded by the CFD include, in addition to the administrative expenses identified above, the payment or reimbursement to the CFD of the full cost of expenses associated with the establishment and ongoing administration of the CFD.

EXHIBIT B

CITY OF OAKLAND COMMUNITY FACILITIES DISTRICT NO. 2017-1 (BROOKLYN BASIN PUBLIC SERVICES)

DESCRIPTION OF SERVICES TO BE FINANCED BY THE CFD

Services

The services to be funded, in whole or in part, by the City of Oakland Community Facilities District No. 2017-1 (Brooklyn Basin Public Services) ("CFD" or "District") include the full cost of all direct and incidental costs related to providing public services and maintenance, operation, repair, or replacement of certain public infrastructure within the District. More specifically, the services may include, but are not be limited to: (i) maintenance, repair, and replacement of parks and landscaping in public areas and in the public right of way along public streets, including, but not limited to, irrigation, tree trimming, mowing, hardscape, sidewalk, and related maintenance of equipment specific to the Brooklyn Basin facilities, and vegetation maintenance and control; (ii) operation and maintenance of street lights, street furniture, and other appurtenances; (iii) storm protection services, including, but not limited to, the operation and maintenance, repair, and replacement of storm drainage systems that are reasonably necessary for the storm water management, treatment and mitigation requirements for the District (storm water management expressly excludes gravity flow conveyance improvements (pipes, catch basins, etc.)); (iv) annual inspection and reporting obligations associated with the parks, open space areas, public rights-of-way and ground water monitoring wells as required by the applicable operations and maintenance plan and (v) any other public services authorized to be funded under Section 53313 of the California Government Code that are also stipulated as maintenance obligations pursuant to the Development Agreement dated as of August 24, 2006, as amended from time to time, relating to the Brooklyn Basin project and recorded against all of the real property covered thereby.

The CFD may fund any of the following related to the services described in the preceding paragraph: (i) obtaining, constructing, furnishing, operating, maintaining, repairing, replacing, and environmental monitoring of equipment, apparatus, or facilities related to providing the services and/or equipment, apparatus, facilities, or fixtures in areas to be maintained; (ii) paying the salaries and benefits, or consultant fees, of personnel necessary or convenient to provide the services; (iii) payment of insurance costs and other related expenses; (iv) the provision of reserves for deposit in a reserve fund to be used for repairs and replacements, particularly including decks and pilings associates with piers and marinas, the funds in which shall be used solely for repairs and replacement; and (v) administrative and incidental expenses, as described below. The services to be financed by the CFD are in addition to those provided in the territory of the CFD before the date of formation of the CFD and will not supplant services already available within that territory when the CFD is created.

Administrative Expenses

The administrative expenses to be funded by the CFD include the full cost of direct and indirect expenses incurred by the City of Oakland ("City") in carrying out its duties with respect to the CFD including, but not limited to: (i) the levy and collection of the special taxes; (ii) the fees and expenses of attorneys; (iii) any fees of the County of Alameda related to the CFD or the collection of special taxes; (iv) an allocable share of the salaries and benefits of any City staff, or consultant fees, directly related thereto and a proportionate amount of the City's general administrative overhead related thereto; (v) any amounts paid by the City with respect to the CFD or the services authorized to be financed by the CFD; (vi) expenses incurred by the City in undertaking action to foreclose on properties for which the payment of special taxes is delinquent; and (vii) all other costs and expenses of the City in any way related to the CFD.

Other

The incidental expenses that may be funded by the CFD include, in addition to the administrative expenses identified above, the payment or reimbursement to the CFD of the full cost of expenses associated with the establishment and ongoing administration of the CFD.

Exhibit 7

Estoppel Certificate

Zarsion OHP I, LLC

ESTOPPEL CERTIFICATE

April 13, 2015

City of Oakland
One Frank Ogawa Plaza
Oakland, CA 94612

Re: Brooklyn Basin

Ladies and Gentlemen:

Reference is made herein to that certain Development Agreement dated as of August 24, 2006, by and between the City of Oakland, as an original party and successor to the Redevelopment Agency of the City of Oakland pursuant to California Health and Safety Code Section 34176 (the "*City*"), and Zarsion-OHP I, LLC, as successor-by-assignment to Oakland Harbor Partners, LLC ("*ZOHP*"), and recorded in the Official Records of Alameda County, California, on August 30, 2006, as Instrument No. 2006-331819, as amended by that First Administrative Amendment to Development Agreement dated August 28, 2014, by and between the City and ZOHP (as amended, the "*Development Agreement*"). The Development Agreement pertains to the Brooklyn Basin development project (the "*Project*"), also known as Oak to Ninth, as described in the Development Agreement.

Reference is also made to those Conditions of Approval for the Project approved by the City on August 24, 2006 (the "*Conditions of Approval*").

The Development Agreement and the Conditions of Approval contemplate that certain park facilities, open space, right of way improvements, and other public improvements (collectively, the "*Public Improvements*") will be constructed as part of the Project by ZOHP at its sole expense (subject to financing mechanisms available pursuant to the Development Agreement). The Development Agreement and Conditions of Approval provide for the formation of a Community Facilities District (the "*CFD*") or "or other similar financing mechanism acceptable to the City" ("*Alternate Funding Mechanism*") to finance the cost of maintaining the Public Improvements and providing other services, as more particularly described in Exhibit A, attached hereto ("*Maintenance Obligation*"). Condition of Approval No. 38 provides that, prior to or at the time of approval of the first final map for the Project, the CFD or similar financing mechanism must be "fully operational."

The City is in the midst of conducting the procedural prerequisites for the formation of the CFD. The City and ZOHP expect the proposed CFD to go before the City Council for consideration of adoption in or around the second quarter of 2015.

Alameda County Superior Court seeking to validate the City's action with respect to the formation of the CFD (the "*Validation Action*").

ZOHP filed an application with the City for the first final map for the Project on July 24, 2014 (the "*Final Map*"). The City is prepared to issue the Final Map prior to the establishment of the CFD or Alternate Funding Mechanism and, if appropriate, resolution of the Validation Action, contingent on ZOHP's execution of this Estoppel Certificate for the benefit of the City.

The undersigned on behalf of ZOHP hereby acknowledges, represents, warrants and/or agrees to and with the City as follows:

1. Under the Development Agreement and the Conditions of Approval, ZOHP has sole financial responsibility to fund the costs and expenses related to formation of a CFD or Alternate Funding Mechanism that will be responsible for funding the Maintenance Obligation.

2. Further, under the Development Agreement and the Conditions of Approval, ZOHP and the City have the responsibility to establish a CFD or Alternate Funding Mechanism with a budget sufficient to carry out all of the Maintenance Obligations required for the Public Improvements (the "*Required Budget*"). If the parties subsequently approve a budget for the Maintenance Obligations, such budget shall be the Required Budget.

3. Should the City Council not vote to establish the CFD (as permitted under the Development Agreement) or should the Validation Action fail to sustain formation of the CFD, or should the CFD formation be otherwise rescinded by a court of law, ZOHP shall work with the City, at ZOHP's cost, to rectify any legal deficiency with regard to the establishment of the CFD formation.

4. Should the parties agree to pursue an Alternate Funding Mechanism, ZOHP shall be solely responsible costs associated with funding such Alternative Funding Mechanism.

5. In any event, as consideration for the City's agreement to approve the Final Map prior to the establishment/formation of the CFD or Alternate Funding Mechanism, should the CFD or an Alternative Funding Mechanism not be formed or validated for any reason, ZOHP, as well as its successor owners to portions of the Property pursuant to Section 6, shall be responsible for funding the cost of the Maintenance Obligations pursuant to the Required Budget, notwithstanding the lack of any City-established financing mechanism (the "*Funding Obligation*"). Notwithstanding Section 6, ZOHP is solely responsible for any Funding Obligation amounts not paid by any successor owner in excess of such owner's pro rata share. The City is approving the Final Map in reliance on this Estoppel Certificate and the assurance by ZOHP contained herein.

6. The City and ZOHP recognize that ZOHP may sell portions of the Project as development continues. ZOHP hereby agrees that the Funding Obligation shall run with the land as an obligation under the Development Agreement as follows: each successor owner of a portion of the Property shall be obligated to pay its pro rata share of the Funding Obligation, which share shall be equal to the following: [(the number of equivalent dwelling units allocated to the portion of the Property owned by such successor owner divided by 2,880) multiplied by \$56.00]. ZOHP shall be jointly and severally liable with each successor owner for the payment of such successor owner's pro rata share of the Funding Obligation (however, the successor owners shall not be liable for any amounts in excess of their pro rata share). The foregoing obligations shall be memorialized in the applicable Assumption Agreement (as defined in the Development Agreement) executed in conjunction with a transfer to a successor owner.

7. Notwithstanding the provisions of the Development Agreement to the contrary, transfers to Exempt Transferees prior to the expiration of this Estoppel Certificate shall require the City's prior consent for the sole purpose of confirming that the Assumption Agreement contains the language required by Section 6 above.

8. In the event of any conflict between the terms and provisions of this Estoppel Certificate and the terms and provisions of either the Development Agreement or the Conditions of Approval, the terms and provisions set forth in this Estoppel Certificate shall control.

9. Subject to the terms of Section 6 above, the terms of this Estoppel Certificate shall bind ZOHP's successors and assigns and shall run to the benefit of the City's successors and assigns.

10. This Estoppel Certificate shall terminate upon the valid formation and validation of the CFD or an Alternate Funding Mechanism.

11. Nothing in this Estoppel Certificate shall alter (i) ZOHP's rights or the City's obligations with respect to the formation of the CFD or Alternate Funding Mechanism, or (ii) ZOHP's and the City's rights and obligations with respect to the construction, dedication and acceptance of the Open Space.

12. Notwithstanding any legal authorities to the contrary concerning the doctrine of waiver and estoppel as applied to public entities, ZOHP acknowledges that the City is relying on the contents of this Estoppel Certificate and its execution hereof, and that in consideration of such material reliance, ZOHP agrees that it shall now and forever be estopped from denying the validity of this Estoppel Certificate, and it knowingly and expressly waives any claim or defense of estoppel in connection therewith.

13. The person executing this Estoppel Certificate on ZOHP's behalf represents and warrants that: (i) ZOHP is duly organized and existing, (ii) said person is duly authorized to execute and deliver this Estoppel Certificate on behalf of ZOHP, (iii) ZOHP has taken any and all action as may be required by law to bind ZOHP, and ZOHP

is formally bound, to the provisions of this Estoppel Certificate, and (iv) entering into this Estoppel Certificate does not violate any provision of any other agreement to which ZOHP is bound.

IN WITNESS WHEREOF, the undersigned has executed this Estoppel Certificate as of the date first written above.

ZARSION-OHP I, LLC,
a California limited liability company

By: _____
Name: Michael Stieland
Its: Authorized Individual

Exhibit A

Scope of Maintenance Obligations

[See attached]

EXHIBIT F

PARK AND OPEN SPACE MAINTENANCE GUIDELINES

Draft Maintenance Guidelines for Landscape Planting for Oak to 9th

Maintenance Guidelines for Landscape Planting

Planting Type	Annual Maintenance Procedure							
	Winter	Spring	Summer	Fall	Selection criteria and Specifications	1-3 Years	4-5 Years	6-10 Years
Planting	X	X			All tree selections to be based upon sound branching structure, drought tolerance, low maintenance and salt tolerance criteria.	Remove and salvage tree stakes. Inspect tree ties and remove if they are girdling the trunk. Pruning shall follow the International Society of Arboriculture's Pruning Guidelines	If tree grates are specified, remove sections of tree grates that will interfere with tree trunk. Inspect tree ties and remove if they are girdling the trunk	If tree grates are specified, remove sections of tree grates that will interfere with tree trunk. Inspect tree ties and remove if they are girdling the trunk
Fertilization		X	X	X	Do NOT use string trimmers to cut weeds around trees unless a tree trunk protector is installed.	Prune lower branches that may potentially be hazardous.		
Mulch		X			Eucalyptus species are to be avoided.			
Weed Control	X	X	X	X	Trees shall be removed if determined to be a hazard by an Arboricultural Inspector of the City's PWA. Weed Control will follow the Cities Integrated Pest Management Guidelines	Initial training of the tree's structure shall be completed in the third year after planting.		
Pest Control		X	X		Replace removed trees no later than November. Pest Control will follow the Cities Integrated Pest Management Guidelines			
Plant Repair				X	Provide two bubblers per tree per City Standard. Restake as necessary.			
Pruning	X				Stake with 'Reddy Tree Stakes' per City Standard.	Future pruning shall occur every three years for the first fifteen years and every five years thereafter.		

Draft Maintenance Guidelines for Landscape Planting for Oak to 9th

Watering		X	X	X	Water twice weekly with between 5 and 10 gallons of water per tree between the beginning of April and November. Hand water first two years.			
Inspections	X	X	X	X	Inspections shall be performed by a Certified Arborist annually and followed by a detailed recommendations of maintenance report. If using ornamental gravel in tree wells replace backfill annually and abate weeds as necessary.			
Annual Maintenance Procedure								
Planting Type	Winter	Spring	Summer	Fall	Selection Criteria and Specifications	1-2 Years	3-5 Years	6-10 Years
Shrubs								
Planting	X	X			All shrub selections to be based upon disease resistance, drought tolerance, low maintenance and salt tolerance criteria. Do not select "burnout" shrubs that mature too quickly and get leggy. For median strips only use shrubs with good track record.	Prune back woody branches where this will improve the look of the shrubs.	Prune back woody branches where this will improve the look of the shrubs.	Replace shrubs that are thin and overly woody.
Fertilization		X	X	X		Selectively replace shrubs that have become overly woody.	Selectively replace shrubs that have become overly woody.	
Mulch		X			Include 'Biobarrier II' weed control and 3" bark mulch all over planting areas. Do not use where runoff may enter bodies of water.	Add mulch as necessary to maintain minimum 2" cover over Biobarrier.	Add mulch as necessary to maintain minimum 2" cover over Biobarrier.	

Draft Maintenance Guidelines for Landscape Planting for Oak to 9th

est Control		X	X		Pest Control will follow the City's Integrated Pest Management Guidelines	Never shear/clip or prune shrubs into balls or tight form. Allow plant to develop it's natural character.	Never shear/clip or prune shrubs into balls or tight form. Allow plant to develop it's natural character.	
lant Repair				X				
uning	X							

Draft Maintenance Guidelines for Landscape Planting for Oak to 9th

Planting Type	Annual Maintenance Procedure				Selection Criteria and Specifications	1-2 Years	3-5 Years	6-10 Years
	Winter	Spring	Summer	Fall				
Groundcovers								
Planting	X	X			All groundcover selections to be based upon drought tolerance, low maintenance and salt tolerance criteria.	In area where establishment proves unsuccessful, amend soil and re-plant.	Replace dead plant material with same variety unless the decline was due to plant selection.	Replace groundcovers in areas where they have become too woody.
Fertilization		X	X	X				
Mulch		X			Include 'Biobarrier II' weed control and 3" bark mulch all over planting areas.	Where pedestrian traffic is prohibiting groundcover establishment, replant and fence area off during re-establishment period.		
Pest Control		X	X		Pest control will follow the Cities Integrated Pest Management Guidelines			
Mulching	X					Add mulch as necessary to maintain minimum 2" cover over Biobarrier.		
Weed Control	X	X	X	X	Weed control will follow the Cities Integrated Pest Management Guidelines			
Vines								
Planting	X	X			All vine selections to be based upon drought tolerance, low maintenance (e.g. use Boston Ivy over Creeping Fig) and salt tolerance criteria.	Train vines to trellises or provide proper wire support and prune selectively to direct growth.	Confirm and remove support wiring as necessary to ensure vigorous growth.	
Fertilization		X	X	X				
Mulch		X				Prune runners that grow along ground.		
Pest Control		X	X		Pest control will follow the Cities Integrated Pest Management Guidelines			
Pruning	X					Protect young vines at base against damage from pedestrians.		

Draft Maintenance Guidelines for Landscape Planting for Oak to 9th

Planting Type	Annual Maintenance Procedure							
	Winter	Spring	Summer	Fall	Selection Criteria and Specifications	Water	Fertilizer	Other
Fertilization		X						
Mulch		X						
pest Control		X	X					
Plant Division	X							
Pruning	January				Prune annually 1/3 height in January.			
Lawn - (Low Use)								
Core-thatching & Aeriation		X		X (for high use)	All sod selections to be based upon drought tolerance, low maintenance and salt tolerance criteria.	Regrade sections that may have subsided.		Assess reason for sod decline and resod as necessary, area of dead or dying grass.
Fertilization		X				Remove invasive grass types, clover, etc. (Chamomile may be desirable).		
Mowing & Weed Control	monthly	bi-weekly	bi-weekly	bi-weekly	Weed control will follow the Cities Integrated Pest Management Guidelines			
Core-sodding		X	X			Remove lawn, by hand, from area around trunk of trees to 6" from bark face. Or use a tree guard plus a pre-emergent in tree wells.		
Core-seeding		X		X				

Draft Maintenance Guidelines for Landscape Planting for Oak to 9th

Planting Type	Annual Maintenance Procedure				Selection Criteria and Specifications	Activities	Notes	
	Winter	Spring	Summer	Fall				
Fertilization		X		X		Remove invasive grass types, clover, and other weeds.		
Mowing & Weed Control	3 weeks	Every 7-10 days	Every 7-10 days	Every 7-10 days	Sub surface drainage system shall be provided for all high use Turf Fields. Pest control will follow the Cities Integrated Pest Management Guidelines			
Resodding		X	X			Resodding in the Fall will be acceptable if alternative fields are identified for displaced soccer.	Resodding in the Fall will be acceptable if alternative fields are identified for displaced soccer.	
Restored Areas and Aquatic Zones								
Planting	X			X	All planting selections to be based upon drought tolerance, low maintenance, native material and salt tolerance criteria.	Weeding and landscape management is critical during the first two years of establishment with the goal of minimizing efforts in subsequent years.	Species selection should be modified based on evaluation of the success rate of plant species according to the unique conditions present in soil, salt, wildlife, use, water level, maintenance, and irrigation. Major reseeding should be provided as required to reduce invasive non-native plant material.	Long-term management should consider the habitat quality. Plant species should be further modified to improve foraging, nesting, and aesthetic qualities.
Weed Control				X	Weed control will follow the Cities Integrated Pest Management Guidelines	As a wildlife habitat zone, human intrusion for maintenance purposes should be carefully timed around nesting periods.		Plants should be replaced or reseeded as required due to die-back

Draft Guidelines for Hardscape Maintenance for Oak to 9th

Guidelines for Hardscape Maintenance			
	Design Specifications	Maintenance Procedure	Frequency
Hardscape Elements	All hardscape vertical elements and fixtures to be coated with anti-graffiti coating	Remove graffiti	Promptly
Concrete Paths	Materials and finishes to be determined and maintained throughout project boundaries.		
Cleaning		Mechanical/Manual Sweeping	Monthly
Maintenance		Check for uneven or lifting sections. Recaulk expansion joints matching existing color.	Monthly
Repair		Saw-cut along existing score lines. Replace with matching concrete. Score and finish to match existing.	Bi-Annually
Replacement		Replace as necessary - see "repair".	As Required
Porous Concrete Paths	Materials and finishes to be determined and maintained throughout project boundaries.		
Cleaning		Mechanical/manual sweeping, vacuum or back pack blower to reduce the accumulation of debris in the porous concrete.	Monthly
Maintenance		Check for uneven or lifting sections. Recaulk expansion joints.	Monthly
Repair		Saw-cut along existing score lines. Replace with matching concrete. Score and finish to match existing.	Bi-Annually
Replacement		Replace as necessary - see "repair".	As Required
Unit Pavers	Specify tight joints, filter fabric and maximum base compaction. Materials and finishes to be determined and maintained throughout project boundaries.		
Cleaning		Mechanical Sweeping. Abate weeds as necessary	Monthly
Maintenance		Check for uneven or lifting sections.	Monthly
Reseal		Reseal the unit pavers.	Every 2 Years
Repair		Check for uneven or lifting sections. Check for loose stones. Reset pavers as necessary.	Bi-Annually
Replacement		Replace as necessary - see "repair".	As Required

Draft Guidelines for Hardscape Maintenance for Oak to 9th

	Design Specifications	Maintenance Procedure	Frequency
Stone Pavers	Specify tight joints, filter fabric and maximum base compaction. Materials and finishes to be determined and maintained throughout project boundaries.	Check for uneven, lifting sections, broken or missing pavers. Reset and replace as required	
Cleaning		Mechanical Sweeping. Abate weeds as necessary	Monthly
Maintenance		Check for uneven or lifting sections.	Monthly
Reseal		Reseal the unit pavers.	Every 2 Years
Repair		Check for uneven or lifting sections. Check for loose stones. Reset pavers as necessary.	Bi-Annually
Replacement		Replace as necessary - see "repair".	As Required
Decomposed Granite Paths	Decomposed granite selection to be Diablo Red color. Specify 4-6" depth minimum with binder, filter fabric and maximum base compaction. Signage should discourage bike use in the rainy season.		
Maintenance		Groom surface by raking smooth any uneven areas	twice annually
Repair		Check for uneven section and fill depressions	annually
Replacement		Excavate effected areas. Re-mix with binder and add matching material as necessary. Recompact in place	As required
Wood Docks and Piers			
Maintenance		Inspect all hardware and tighten if necessary. Re-apply wood treatment on docks and piers.	Yearly
Repair		Replace hardware with same type. Replace damaged wooden parts with same materials and construction.	On an As Reported Basis
Replacement		Replace docks and piers as required.	As Required
Stone Seat Walls			
Maintenance		Power wash stone facing and wall caps. Inspect for and remove graffiti (as needed). Check for loose stones, re-mortar and re-point where necessary.	Bi-Annually
Repair		Clean graffiti proof coating per manufacturers specification. Do not paint over graffiti unless it is a painted surface. Replace irreparable art tiles, stones and caps with the same type of material. Match grout color.	As Reported Basis
Replacement		Replace as necessary - see "repair".	As required

Draft Guidelines for Hardscape Maintenance for Oak to 9th

	Design Specifications	Maintenance Procedure	Frequency
Special Metal Railing			
Maintenance		Inspect all hardware and tighten if necessary. Inspect metal parts for chipped paint and rust spots. Re-paint as req'd. Clean railings with water or mild nonphosphorous soap as required to remove food, gum, graffiti, bird feces, and dirt.	Monthly
Repair		Replace hardware with same type. Re-weld, re-galvanize and re-paint or powdercoat broken custom metal fabrications in shop specializing in metal work.	On an As reported Basis
Replacement		Replace as necessary - see "repair".	As Required
Wood Railing			
Cleaning		Clean railings with water or mild nonphosphorous soap as required to remove food, gum, graffiti, bird feces, and dirt.	Monthly
Maintenance		Inspect all wood railing for structural stability and deterioration.	Monthly
Reseal		Re-apply wood treatment on arbors and benches.	Annually
Repair		Replace connections or wood with materials to match existing. Replace damaged wooden parts with same type of materials as existing.	On an As Reported Basis
Replacement		Replace as necessary - see "repair".	As Required
Site Furnishings	Benches, bollards, bike racks, trash receptacles and signage		
Maintenance		Clean tables, benches, etc. with water or mild, nonphosphorous soap as required to remove food, gum, graffiti, bird feces, and dirt. Inspect for chipped or cracked paint and rust spots. Inspect all hardware and tighten if necessary. Inspect metal parts for chipped paint and rust spots.	Monthly
Repair		Re-paint where necessary with matching color. Re-galvanize and re-paint as req'd. Replace hardware with same type. Re-weld, re-galvanize and repaint or powdercoat broken custom metal fabrications in shop specializing in metal work. Replace damaged wooden parts with same type of materials.	On an As Reported Basis
Replacement		Replace irreparable furnishings with the same make and models.	As Required

Draft Guidelines for Hardscape Maintenance for Oak to 9th

	Design Specifications	Maintenance Procedure	Frequency
Drinking Fountains			
Cleaning		Clean and polish drinking fountain bowls and fixtures.	Weekly
Maintenance		Check for water pressure and adjust according to manufacturer's instructions.	Monthly
Repair		Repair per manufacturer's instructions.	As Reported Basis
Replacement		Replace with the same make and model (if available).	As Required
Play Surfaces and Structures			
Maintenance		Rake/sweep/clean play surface by hand or with a mechanical tractor to keep friable and free of objects. Verify depth of surface. If applicable maintain required depth per industry ratio of height play equipment versus depth of fall impact material. Check structure for dangerous conditions such as worn equipment, sharp edges, rust, and loose bolts.	Monthly
Repair		Remove graffiti, trash, feces, and other materials potentially harmful to people and children from play structures and area surfacing. Replace material to match play surface as required to maintain depth standards. Repair structure as required to correct dangerous conditions such as worn equipment, sharp edges, rust, and loose bolts.	As Reported Basis
Replacement		Replace as required.	As Required
Fencing			
Maintenance		Inspect for rust, dents, and potential security breaches.	Monthly
Repair		Repaint with matching rust inhibiting paint. Grind rust spots clean and prime before painting.	Bi-Annually
Replacement		Replace sections or whole fence as required to match existing or per design direction of City Engineer.	As Required
Restroom Facilities			
Cleaning		Clean, mop, disinfect, remove trash and replenish all supplies.	Daily
Maintenance		Check all plumbing fixtures and pressure.	Bi-Weekly
Repair		Repair fixtures, plumbing and vandalism. Remove graffiti as required.	On an As Reported Basis

Draft Guidelines for Hardscape Maintenance for Oak to 9th

	Design Specifications	Maintenance Procedure	Frequency
Pedestrian and pathway lighting			
Cleaning		Cleaning of the fixture lens, refractor and photo control and checking wiring and fuses	according to the Manufacturer's recommended maintenance schedule.
Maintenance		Time clock, photocell and contactor control may be recommended to reduce the light levels during non use hours	Relamping according to the manufacturer's recommended maintenance schedule. Poles and fixtures inspected monthly and painted as needed due to salt air environment
Replacement			As reported then within one working day

Draft Maintenance Guidelines for Irrigation, Trash Collection and Litter Removal for Oak to 9th

Irrigation

Material Type	Annual Maintenance Procedure							
	Winter	Spring	Summer	Fall	Selection Criteria and Specifications	At 2 Years	At 5 Years	At 10+ Years
Irrigation Equipment								
Controller			Annually		Rain Bird or Calsense master controller.	Repair as required.	Repair as required.	Repair or replacement as required.
Valves		Annually			Rain Bird Valves.			
Shrub spray nozzles	Bi-Monthly	weekly	weekly	Bi-weekly	Rain Bird Manufacturer.			
Lawn Spray Nozzles and Rotlers		weekly	weekly		Hunter Manufacturer			
Moisture or Rain Sensors	yearly				Rain Bird Manufacturer.			
Trash Collection and Litter Removal								
Level of use will determine the level of service								
	Winter	Spring	Summer	Fall	Selection Criteria and Specifications	At 2 Years	At 5 Years	At 10+ Years
Picnic Areas								
Trash Collection	2 Times per week	3 Times per week	3 Times per week	3 Times per week	Side opening 36-gallon trash receptacle with lid cover.	Inspect all hardware and tighten if necessary. Inspect metal parts for chipped paint and rust spots. Regalvanize and re-paint as required.	Inspect all hardware and tighten if necessary. Inspect metal parts for chipped paint and rust spots. Regalvanize and re-paint as required.	Replacement as required.
Litter and illegal dumping removal	Daily	Daily	Daily	Daily				
Park/Open Space								
Trash Collection	1 Time per week	1-2 Times per week	1-2 Times per week	1-2 Times per week	Side opening Trash receptacle	Inspect all hardware and tighten if necessary. Inspect metal parts for chipped paint and rust spots. Regalvanize and re-paint as required.	Inspect all hardware and tighten if necessary. Inspect metal parts for chipped paint and rust spots. Regalvanize and re-paint as required.	Replacement as required.
Litter and illegal dumping removal	Daily	Daily	Daily	Daily				
Along the Trail								
Trash Collection	1 Time per week	1-2 Times per week	1-2 Times per week	1-2 Times per week	Side opening Trash receptacle	Inspect all hardware and tighten if necessary. Inspect metal parts for chipped paint and rust spots. Regalvanize and re-paint as required.	Inspect all hardware and tighten if necessary. Inspect metal parts for chipped paint and rust spots. Regalvanize and re-paint as required.	Replacement as required.
Litter and illegal dumping removal	Daily	Daily	Daily	Daily				

Draft Maintenance Guidelines for Irrigation, Trash Collection and Litter Removal for Oak to 9th

Material Type	Annual Maintenance Procedure							
	Winter	Spring	Summer	Fall	Selection Criteria and Specifications	At 2 years	At 5 years	At 10 years
In sidewalks								
Trash Collection	Mon-Sat before 11:00 am	Mon-Sat before 11:00 am	Mon-Sat before 11:00 am	Mon-Sat before 11:00 am	Side opening Trash receptacle	Inspect all hardware and tighten if necessary. Inspect metal parts for chipped paint and rust spots. Regalvanize and re-paint as required.	Inspect all hardware and tighten if necessary. Inspect metal parts for chipped paint and rust spots. Regalvanize and re-paint as required.	Replacement as required.

**ESTOPPEL EXHIBIT A: Brooklyn Basin Open Space & Parks
Maintenance**

<u>Area</u>	<u>Item</u>	<u>Units</u>	<u>Unit Type</u>
Public Area	License & Inspection	1	-
Public Area	Electricity	1	-
Public Area	Water	1	-
Public Area	Janitorial Maintenance	1	-
Public Area	Janitorial Supplies	1	-
Public Area	Landscape Area	641,724	sf
Public Area	Landscape & Irrigation Supply	1	-
Public Area	Tree Maintenance	940 trees	each
Public Area	Palm Tree Maintenance	53 trees	each
Misc.	Reserve Study	1	-
Public Area	Minor Repairs	1	-
Public Area	Pest Control	1	-
Public Area	Lighting Maint. & Supply	528	each
Public Area	Backflow Device Maintenance	16	each
Park Area	Power Wash Pavers (Labor Only)	163,422	sf
Park Area	9th Ave. Term. Bldg Maintenance	1	-
Public Area	Vandalism		
Public Area	Storm Drain Filter Maintenance		
Management	Management	1	-
	TOTAL MAINTENANCE		

Reserves

<u>Area</u>	<u>Item</u>	<u>Units</u>	<u>Unit Type</u>
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General		Parks	
General	Backflow Device-ea	16	each
Drainage	Storm Drain Piping-lf	11,900	lf
General		Parks	
Drainage	Storm Drain Pump Station-ea	4	each
Lighting	Street Lights-ea	184	each
Lighting	Promenade Lights-ea	90	each
Paving	Concrete Walkways-sf	423,477	sf
Paving	Concrete Curbs-sf	28,052	sf
Paving	Ribbon Gutters-sf	5,595	sf
Paving	Pavers-sf	163,422	sf
Landscape	Irrigation Controllers-ea	42	each
Landscape	Tree Replacement-ea	29	each
Landscape	Palm Tree Replacement-ea	2	each
Landscape	Landscape-sf	57,528	sf
Landscape	Bioretention Area-sf	43,996	sf
Railing	3' Tubular Steel Railing-lf	3,753	lf
Walls	3' Retaining Wall-lf	803	lf
Walls	8' Retaining Wall-lf	77	lf
Amenities	Benches	98	each
Amenities	Bike Racks-ea	19	each
Amenities	Trash Receptacles-ea	56	each
Amenities	Signage	26	each
Amenities	Drinking Fountains-ea	28	each
Amenities	Restroom Fixtures-ea	5	each
Parks	9th Ave. Term. Bldg	1	-
General	Pier Piling Repairs	1	-
Parks	Clinton Basin Marina Piling	1	-
TOTAL RESERVES			

Brooklyn Basin CFD Phase 1

Maintenance

Area	Item	Units
Public Area	License & Inspection	1
Public Area	Electricity	1
Public Area	Water	1
Public Area	Janitorial Maintenance	1
Public Area	Janitorial Supplies	1
Public Area	Landscape Area	109,289
Public Area	Landscape & Irrigation Supply	1
Public Area	Tree Maintenance	295 trees
Public Area	Palm Tree Maintenance	29 trees
Misc.	Reserve Study	1
Public Area	Minor Repairs	1
Public Area	Pest Control	1
Public Area	Lighting Maint. & Supply	145
Public Area	Backflow Device Maintenance	6
Park Area	Estuary Park Maintenance	-
Park Area	Channel Park Maintenance	-
Park Area	North Channel Park Maintenance	-
Park Area	South Park Maintenance	-
Park Area	Gateway Park Maintenance	-
Park Area	Shoreline Park Maintenance	1
Park Area	9th Ave. Term. Bldg Maintenance	1
Management	Management	1

TOTAL MAINTENANCE

Reserves

Area	Item	Units
General	Backflow Device	6
Drainage	Storm Drain Piping	5,000
Drainage	Storm Drain Pump Station	1
Lighting	Street Lights	64
Paving	Concrete Walkways	83,200
Paving	Concrete Curbs	12,800
Paving	Ribbon Gutters	3,600
Landscape	Irrigation Controllers	16
Landscape	Tree Replacement	9
Landscape	Palm Tree Replacement	1
Landscape	Landscape	87,509
Landscape	Bioretention Area	21,780
Parks	Estuary Park	0

Parks	Channel Park	0
Parks	North Channel Park	0
Parks	South Park	0
Parks	Gateway Park	0
Parks	Shoreline Park	1
Parks	9th Ave. Term. Bldg	1
Parks	Clinton Basin Marina Piling	0

TOTAL RESERVES

Brooklyn Basin CFD Phases: 1, 1A (Cumulative)

Maintenance

Area	Item	Units
Public Area	License & Inspection	1
Public Area	Electricity	1
Public Area	Water	1
Public Area	Janitorial Maintenance	1
Public Area	Janitorial Supplies	1
Public Area	Landscape Area	109,289
Public Area	Landscape & Irrigation Supply	1
Public Area	Tree Maintenance	295 trees
Public Area	Palm Tree Maintenance	29 trees
Misc.	Reserve Study	1
Public Area	Minor Repairs	1
Public Area	Pest Control	1
Public Area	Lighting Maint. & Supply	145
Public Area	Backflow Device Maintenance	6
Park Area	Estuary Park Maintenance	1
Park Area	Channel Park Maintenance	-
Park Area	North Channel Park Maintenance	-
Park Area	South Park Maintenance	-
Park Area	Gateway Park Maintenance	-
Park Area	Shoreline Park Maintenance	1
Park Area	9th Ave. Term. Bldg Maintenance	1
Management	Management	1

TOTAL MAINTENANCE

Reserves

Area	Item	Units
General	Backflow Device	6
Drainage	Storm Drain Piping	5,000
Drainage	Storm Drain Pump Station	1
Lighting	Street Lights	64
Paving	Concrete Walkways	83,200
Paving	Concrete Curbs	12,800
Paving	Ribbon Gutters	3,600
Landscape	Irrigation Controllers	16
Landscape	Tree Replacement	9
Landscape	Palm Tree Replacement	1
Landscape	Landscape	87,509
Landscape	Bioretention Area	21,780
Parks	Estuary Park	1

Parks	Channel Park	0
Parks	North Channel Park	0
Parks	South Park	0
Parks	Gateway Park	0
Parks	Shoreline Park	1
Parks	9th Ave. Term. Bldg	1
Parks	Clinton Basin Marina Piling	0

TOTAL RESERVES

Brooklyn Basin CFDPHases: 1, 1A, 2 (Cumulative)

Maintenance

Area	Item	Units
Public Area	License & Inspection	1
Public Area	Electricity	1
Public Area	Water	1
Public Area	Janitorial Maintenance	1
Public Area	Janitorial Supplies	1
Public Area	Landscape Area	128,915
Public Area	Landscape & Irrigation Supply	1
Public Area	Tree Maintenance	454 trees
Public Area	Palm Tree Maintenance	45 trees
Misc.	Reserve Study	1
Public Area	Minor Repairs	1
Public Area	Pest Control	1
Public Area	Lighting Maint. & Supply	227
Public Area	Backflow Device Maintenance	6
Park Area	Estuary Park Maintenance	1
Park Area	Channel Park Maintenance	-
Park Area	North Channel Park Maintenance	-
Park Area	South Park Maintenance	-
Park Area	Gateway Park Maintenance	1
Park Area	Shoreline Park Maintenance	1
Park Area	9th Ave. Term. Bldg Maintenance	1
Management	Management	1
TOTAL MAINTENANCE		

Reserves

Area	Item	Units
General	Backflow Device	6
Drainage	Storm Drain Piping	9,033
Drainage	Storm Drain Pump Station	2
Lighting	Street Lights	102
Paving	Concrete Walkways	102,200
Paving	Concrete Curbs	20,440
Paving	Ribbon Gutters	4,200
Landscape	Irrigation Controllers	18
Landscape	Tree Replacement	14
Landscape	Palm Tree Replacement	2
Landscape	Landscape	96,245
Landscape	Bioretention Area	32,670

Parks	Estuary Park	1
Parks	Channel Park	0
Parks	North Channel Park	0
Parks	South Park	0
Parks	Gateway Park	1
Parks	Shoreline Park	1
Parks	9th Ave. Term. Bldg	1
Parks	Clinton Basin Marina Piling	1

TOTAL RESERVES

Brooklyn Basin CFD Phases: 1, 1A, 2, 3 (Cumulative)

Maintenance

Area	Item	Units
Public Area	License & Inspection	1
Public Area	Electricity	1
Public Area	Water	1
Public Area	Janitorial Maintenance	1
Public Area	Janitorial Supplies	1
Public Area	Landscape Area	137,427
Public Area	Landscape & Irrigation Supply	1
Public Area	Tree Maintenance	506 trees
Public Area	Palm Tree Maintenance	50 trees
Misc.	Reserve Study	1
Public Area	Minor Repairs	1
Public Area	Pest Control	1
Public Area	Lighting Maint. & Supply	275
Public Area	Backflow Device Maintenance	6
Park Area	Estuary Park Maintenance	1
Park Area	Channel Park Maintenance	-
Park Area	North Channel Park Maintenance	-
Park Area	South Park Maintenance	1
Park Area	Gateway Park Maintenance	1
Park Area	Shoreline Park Maintenance	1
Park Area	9th Ave. Term. Bldg Maintenance	1
Management	Management	1

Reserves

Area	Item	Units
General	Backflow Device	6
Drainage	Storm Drain Piping	11,033
Drainage	Storm Drain Pump Station	3
Lighting	Street Lights	136
Paving	Concrete Walkways	119,200
Paving	Concrete Curbs	23,840
Paving	Ribbon Gutters	5,400
Landscape	Irrigation Controllers	19
Landscape	Tree Replacement	15
Landscape	Palm Tree Replacement	2
Landscape	Landscape	98,223
Landscape	Bioretention Area	39,204
Parks	Estuary Park	1

Parks	Channel Park	0
Parks	North Channel Park	0
Parks	South Park	1
Parks	Gateway Park	1
Parks	Shoreline Park	1
Parks	9th Ave. Term. Bldg	1
Parks	Clinton Basin Marina Piling	1

TOTAL RESERVES

Brooklyn Basin CFD Phases: 1, 1A, 2, 3, 4 (Cumulative)

Maintenance

Area	Item	Units
Public Area	License & Inspection	1
Public Area	Electricity	1
Public Area	Water	1
Public Area	Janitorial Maintenance	1
Public Area	Janitorial Supplies	1
Public Area	Landscape Area	143,404
Public Area	Landscape & Irrigation Supply	1
Public Area	Tree Maintenance	530 trees
Public Area	Palm Tree Maintenance	53 trees
Misc.	Reserve Study	1
Public Area	Minor Repairs	1
Public Area	Pest Control	1
Public Area	Lighting Maint. & Supply	161
Public Area	Backflow Device Maintenance	6
Park Area	Estuary Park Maintenance	1
Park Area	Channel Park Maintenance	1
Park Area	North Channel Park Maintenance	1
Park Area	South Park Maintenance	1
Park Area	Gateway Park Maintenance	1
Park Area	Shoreline Park Maintenance	1
Park Area	9th Ave. Term. Bldg Maintenance	1
Management	Management	1
TOTAL MAINTENANCE		

Reserves

Area	Item	Units
General	Backflow Device-ea	6
Drainage	Storm Drain Piping-lf	11,900
Drainage	Storm Drain Pump Station-ea	4
Lighting	Street Lights-ea	161
Paving	Concrete Walkways-sf	131,500
Paving	Concrete Curbs-sf	26,300
Paving	Ribbon Gutters-sf	5,595
Landscape	Irrigation Controllers-ea	20
Landscape	Tree Replacement-ea	16
Landscape	Palm Tree Replacement-ea	2

Landscape	Landscape-sf	99,408
Landscape	Bioretention Area-sf	43,996
Parks	Estuary Park	1
Parks	Channel Park	1
Parks	North Channel Park	1
Parks	South Park	1
Parks	Gateway Park	1
Parks	Shoreline Park	1
Parks	9th Ave. Term. Bldg	1
Parks	Clinton Basin Marina Piling	1

Estuary Park

This budget is for Estuary Park, and includes Maintenance and Reserve elements. This is a stand alone budget for this park, which will be merged into the CFD in Phase 3A. Please note that the phased budgets reflect these amounts beginning with Phase 3A. Note that the Aquatic Center and parking lot are not included in the budget as they are not a part of the CFD.

Maintenance

Area	Item	Units
Estuary Park	Electricity	1
Estuary Park	Water	1
Estuary Park	Janitorial Maintenance	1
Estuary Park	Janitorial Supplies	1
Estuary Park	Landscape Area	98,887
Estuary Park	Landscape & Irrigation Supply	1
Estuary Park	Tree Maintenance	156 trees
Estuary Park	Minor Repairs	1
Estuary Park	Pest Control	1
Estuary Park	Lighting Maint. & Supply	87
Estuary Park	Backflow Device Maintenance	2
Estuary Park	Vandalism Repair	1
Estuary Park	Storm Drain Filter Maint.	6
TOTAL MAINTENANCE		

Reserves

Area	Item	Units
General	Paint-ef	7,746
General	Backflow Device-ea	2
General	Entry Monument-ea	1
Lighting	Street Light-ea	23
Lighting	Promenade Light-ea	10
Paving	Concrete Walkways-ef	58,931
Paving	Concrete Curbs-ef	1,752
Railing	8" Tubular Steel Railing-ef	484
Walls	Retaining Wall-ef	484
Amenities	Benches	12
Amenities	Bike Rack-ea	4
Amenities	Trash Receptacles-ea	8
Amenities	Signage	1
Amenities	Drinking Fountains-ea	5
Amenities	Restroom Fixtures-ea	1
Landscape	Irrigation Controllers-ea	4
Landscape	Tree Replacement-ea	5
Landscape	Landscape-ef	98,887
TOTAL RESERVES		

Channel Park
 This budget is for Channel Park, and includes Maintenance and Reserve elements. This is a stand alone budget for this park, which will be annexed into the CSD in Phase 4. Please note that the phased budgets reflect these amounts beginning with Phase 4.

Maintenance Area	Item	Units
Channel Park	Electricity	3
Channel Park	Water	1
Channel Park	Landlord Maintenance	1
Channel Park	Janitor's Supplies	1
Channel Park	Landscaping Area	180782
Channel Park	Tree Maintenance	3
Channel Park	Minor Repairs	46 Units
Channel Park	Part Control	1
Channel Park	Lighting poles, & supply	1
Channel Park	Backflow device maintenance	2
Channel Park	Backflow device	2
Channel Park	TOTAL MAINTENANCE	3

Maintenance Area	Item	Units	Unit Cost	Remain. Uls
General	Backflow Device - ea	2	150.00	-
Lighting	Pendants Lights - ea	20	100.00	-
Paving	Concrete Walkways - sf	82,684	0.02	-
Amphitheater	Bench seats	12	800.00	15
Amphitheater	Fire Racks - ea	3	1,000.00	10
Amphitheater	Trash Reciprocator - ea	1	500.00	10
Amphitheater	Signage	1	5,000.00	10
Amphitheater	Drinking Fountains - ea	6	1,500.00	12
Amphitheater	Restroom Fixtures - ea	1	15,000.00	12
Landscaping	Irrigation Controller - ea	4	4,000.00	12
Landscaping	Tree Replacement - ea	1	500.00	-
Landscaping	TOTAL RESERVE	81,857	0.03	-
TOTAL BUDGETED AMOUNT				

North Channel Park

This budget is for North Channel Park, and includes Maintenance and Reserve elements. This is a stand alone budget for this park, which will be annexed into the CFD in Phase 4. Please note that the phased budgets reflect these amounts beginning with Phase 4.

Maintenance

Area	Item	Units
N. Channel Park	Electricity	1
N. Channel Park	Water	1
N. Channel Park	Janitorial Maintenance	1
N. Channel Park	Janitorial Supplies	1
N. Channel Park	Landscape Area	16,900
N. Channel Park	Landscape & Irrigation Supply	1
N. Channel Park	Tree Maintenance	8 Trees
N. Channel Park	Minor Repairs	1
N. Channel Park	Pest Control	1
N. Channel Park	Lighting Maint. & Supply	8
N. Channel Park	Vandalism Repairs	1
TOTAL MAINTENANCE		

Reserves

Area	Item	Units
Amenities	Benches-as	2
Amenities	Trash Receptacles-as	1
Amenities	Signage	1
Amenities	Drinking Fountains-as	2
Landscape	Irrigation Controller-as	1
Landscape	Tree Replacement-as	1
Landscape	Landscape-st	16,900
TOTAL RESERVES		

South Park

This budget is for South Park, and includes Maintenance and Reserve elements. This is a stand alone budget for this park, which will be annexed into the CFD in Phase 3. Please note that the phased budgets reflect these amounts beginning with Phase 3.

Maintenance

Area	Item	Units
South Park	Electricity	1
South Park	Water	1
South Park	Janitorial Maintenance	1
South Park	Janitorial Supplies	1
South Park	Landscape Area	\$9,555
South Park	Landscape B. Irrigation Supply	1
South Park	Tree Maintenance	80 trees
South Park	Minor Repairs	1
South Park	Pest Control	1
South Park	Lighting Maint. & Supply	38
South Park	Backflow Device Maintenance	1
South Park	Vandalism Repair	1
TOTAL MAINTENANCE		

Reserves

Area	Item	Units
General	Backflow Device-aa	1
Lighting	Premises Lights-ee	14
Paving	Concrete Walkways-af	28,055
Amenities	Benches-aa	10
Amenities	Bike Racks-aa	2
Amenities	Trash Receptacles-aa	5
Amenities	Signage	1
Amenities	Drinking Fountains-aa	2
Amenities	Restroom Fixtures-aa	1
Landscape	Irrigation Controllers-aa	2
Landscape	Tree Replacement-aa	1
Landscape	Landscape-af	\$9,555
TOTAL RESERVES		

Gateway Plaza

This budget is for Gateway Plaza, and includes Maintenance and Reserve elements. This is a final alone budget for this park, which will be annexed into the CRD in Phase 2. Please note that the phased budget reflects amounts beginning with Phase 2.

Maintenance Area	Item	Units
Gateway Plaza	Electricity	1
Gateway Plaza	Water	1
Gateway Plaza	Janitorial Maintenance	1
Gateway Plaza	Janitorial Supplies	1
Gateway Plaza	Landscape Area	1
Gateway Plaza	Landscape & Irrigation Supply	1
Gateway Plaza	Tree Maintenance	47 Trees
Gateway Plaza	Window Repairs	1
Gateway Plaza	Pest Control	1
Gateway Plaza	Lighting Maint. & Supply	83
Gateway Plaza	Backflow Device Maintenance	1
Gateway Plaza	Powerwash Paver/Tile Only*	96,264
Gateway Plaza	TOTAL BUDGET	1
	TOTAL MAINTENANCE	1

Revenue Area	Item	Units
General	Backflow Devices	1
General	Entry Monument	1
Lighting	Permanent Lighting	8
Paving	Concrete Walkways	5,854
Paving	Pavers	92,284
Amenities	Benches	34
Amenities	Bike Racks	4
Amenities	Signage	10
Amenities	Trash Receptacles	1
Amenities	Drinking Fountains	1
Amenities	Barbecue Structures	4
Amenities	Artwork	1
Landscaping	Irrigation Controllers	1
Landscaping	TOTAL REVENUES	1

Shoreline Park
 The budget for Shoreline Park, and includes maintenance and reserve elements. The original budget for this park, which will
 have approximately 75% of the park area as shown on the CDP in Phase 1, with the remainder being obtained from the CDP in
 Phase 2. Please note that the phared budget reflect that amount. Legend: Wash State 1.

Maintenance Area	Item	Unit
Shoreline Park	Electricity	1
Shoreline Park	Water	1
Shoreline Park	Arboreal Maintenance	1
Shoreline Park	Arboreal Supplies	1
Shoreline Park	Landscape Area	101,155
Shoreline Park	Landscaping & Irrigation Supply	1
Shoreline Park	Arboreal Supplies	125,116
Shoreline Park	Arboreal Supplies	1
Shoreline Park	Pest Control	1
Shoreline Park	Lighting Maint. & Supply	139
Shoreline Park	Buildings & Maintenance	1
Shoreline Park	Various Repair	1
TOTAL MAINTENANCE		

Maintenance Area	Item	Unit
General	Pellets	14,970
General	Buildings & Maintenance	4
General	Electricity	1
General	Water	1
General	Arboreal Maintenance	1
General	Arboreal Supplies	1
General	Landscaping Area	1
General	Landscaping & Irrigation Supply	1
General	Arboreal Supplies	1
General	Arboreal Supplies	1
General	Pest Control	1
General	Lighting Maint. & Supply	1
General	Buildings & Maintenance	1
General	Various Repair	1
General	Arboreal Maintenance	1
General	Arboreal Supplies	1
General	Landscaping Area	1
General	Landscaping & Irrigation Supply	1
General	Arboreal Supplies	1
General	Arboreal Supplies	1
General	Pest Control	1
General	Lighting Maint. & Supply	1
General	Buildings & Maintenance	1
General	Various Repair	1
TOTAL MAINTENANCE		

General	Arboreal Maintenance	1
General	Arboreal Supplies	1
General	Landscaping Area	1
General	Landscaping & Irrigation Supply	1
General	Arboreal Supplies	1
General	Arboreal Supplies	1
General	Pest Control	1
General	Lighting Maint. & Supply	1
General	Buildings & Maintenance	1
General	Various Repair	1
TOTAL MAINTENANCE		

General	Arboreal Maintenance	1
General	Arboreal Supplies	1
General	Landscaping Area	1
General	Landscaping & Irrigation Supply	1
General	Arboreal Supplies	1
General	Arboreal Supplies	1
General	Pest Control	1
General	Lighting Maint. & Supply	1
General	Buildings & Maintenance	1
General	Various Repair	1
TOTAL MAINTENANCE		

General	Arboreal Maintenance	1
General	Arboreal Supplies	1
General	Landscaping Area	1
General	Landscaping & Irrigation Supply	1
General	Arboreal Supplies	1
General	Arboreal Supplies	1
General	Pest Control	1
General	Lighting Maint. & Supply	1
General	Buildings & Maintenance	1
General	Various Repair	1
TOTAL MAINTENANCE		

General	Arboreal Maintenance	1
General	Arboreal Supplies	1
General	Landscaping Area	1
General	Landscaping & Irrigation Supply	1
General	Arboreal Supplies	1
General	Arboreal Supplies	1
General	Pest Control	1
General	Lighting Maint. & Supply	1
General	Buildings & Maintenance	1
General	Various Repair	1
TOTAL MAINTENANCE		

General	Arboreal Maintenance	1
General	Arboreal Supplies	1
General	Landscaping Area	1
General	Landscaping & Irrigation Supply	1
General	Arboreal Supplies	1
General	Arboreal Supplies	1
General	Pest Control	1
General	Lighting Maint. & Supply	1
General	Buildings & Maintenance	1
General	Various Repair	1
TOTAL MAINTENANCE		

General	Arboreal Maintenance	1
General	Arboreal Supplies	1
General	Landscaping Area	1
General	Landscaping & Irrigation Supply	1
General	Arboreal Supplies	1
General	Arboreal Supplies	1
General	Pest Control	1
General	Lighting Maint. & Supply	1
General	Buildings & Maintenance	1
General	Various Repair	1
TOTAL MAINTENANCE		

General	Arboreal Maintenance	1
General	Arboreal Supplies	1
General	Landscaping Area	1
General	Landscaping & Irrigation Supply	1
General	Arboreal Supplies	1
General	Arboreal Supplies	1
General	Pest Control	1
General	Lighting Maint. & Supply	1
General	Buildings & Maintenance	1
General	Various Repair	1
TOTAL MAINTENANCE		

9th Avenue Terminal Building

This budget is for 9th Avenue Terminal Building, and includes Minor Repairs and Reserve elements. This is a stand alone budget for this park, which will be annexed into the CFD in Phase 1. Please note that the phased budgets reflect these amounts beginning with Phase 1. The building will be owned by the City, but fully leased and operated by a separate entity. Should there be a shortfall on the portion of the building that is operated for community use or as a non-profit center, funds can be used for maintenance and reserves for that portion.

Maintenance

<u>Area</u>	<u>Item</u>	<u>Units</u>
9th Ave Bldg	Minor Repairs	1
TOTAL MAINTENANCE		

Reserves

<u>Area</u>	<u>Item</u>	<u>Units</u>
General	Reserves	1
TOTAL RESERVES		