

2011 MAR 17 PM 5:34

**REDEVELOPMENT AGENCY
AND THE CITY OF OAKLAND
AGENDA REPORT**

TO: Office of the Agency Administrator
ATTN: Dan Lindheim
FROM: Community and Economic Development Agency
DATE: March 29, 2011

RE: An Agency Resolution Authorizing:

(1) The Agency Administrator to Negotiate and Execute a Second Amendment to the Exclusive Negotiating Agreement (ENA) with AMB Property Corporation/California Capital Group (AMB/CCG) for a Development on the former Oakland Army Base ("Base") to:

A. Extend the ENA term from April 22, 2011 to the earlier of April 22, 2012 or the Execution of a Lease Disposition and Development Agreement; and

B. Provide for: (A) Reimbursement to AMB/CCG of up to a Maximum Amount of \$14,100,000 for the Planning and Design Work for the Base's Infrastructure, Public Utilities, and Public Streets; (B) Approval of AMB/CCG's Proposal for a Development Team, Scope of Work, Budget, and Schedule for the Planning and Design Work; (C) Elimination of the Requirement to Accommodate the Oakland Produce Market and the Oakland Film Center as Part of the Development; and (D) Expansion of the Development Area to Include the Former Oakland Maritime Support Services ENA Site in the East Gateway Area

(2) A Waiver of the Advertising and Request for Proposal / Qualifications Process and an Award of the Planning and Design of Infrastructure Improvements for the Port-Oriented Railyard and 7th Street Overpass Work, in an Amount Not-To-Exceed \$3,850,212, to AMB/CCG

A City Resolution Authorizing:

(1) The City Administrator to Negotiate and Execute an Exclusive Negotiating Agreement Between the City of Oakland and AMB/CCG for a Development on the Former Oakland Army Base Without Returning to the City Council

Item: _____
CED Committee
March 29, 2011

(2) A Waiver of the Advertising and Request for Proposal /
Qualifications Process and an Award of the Planning and Design of
Infrastructure Improvements for the Port-Oriented Railyard and 7th
Street Overpass Work, in an Amount Not-To-Exceed \$3,850,212, to
AMB/CCG

SUMMARY

Staff requests that the Agency Board and the City Council adopt two resolutions that make it possible for either the Agency or the City to move forward with necessary planning activities for the former Oakland Army Base.

The first resolution seeks Agency Board authorization to negotiate and execute a Second Amendment to the Exclusive Negotiating Agreement (“SAENA”) with AMB/CCG, which sets in motion the infrastructure planning for the entire Army Base, and award a contract to AMB/CCG for the planning and design of infrastructure improvements for the Port-oriented Railyard and 7th Street Overpass. In the event the Agency is dissolved by the state legislature and the City assumes ownership of the Army Base property, the Second resolution enables the City to enter into the same type of agreements and carry on the infrastructure planning and design work for the Base without delay. The SAENA is an amendment to the existing ENA, the terms of which remain intact, but for the changes brought about by the Second Amendment. The Term sheet for the SAENA is attached and the SAENA is summarized in the Project Description section of this Report.

The SAENA is critical for the development of the former Oakland Army Base and for achieving the benefits that a full build out of the Base will provide Oakland. It implements the public/private process that the Agency has always planned on using to develop the Army Base, and brings into alignment the public funds and private expertise essential for planning, designing, and constructing Army Base infrastructure in a timely manner. Moreover, the SAENA enables the Agency to ready the Army Base for development while staff negotiates a Lease Disposition and Development Agreement (LDDA) and completes the environmental analysis required under the California Environmental Quality Act (CEQA). Regardless of the outcome of the LDDA negotiations, the infrastructure design work makes it possible to move forward with developing the Army Base and will create value for the Agency and City.

Unlike the basic backbone infrastructure required of the Army Base, which is essential for the development of the AMB/CCG ENA Development Area, the infrastructure improvements for the Port-oriented Railyard and 7th Street Overpass are not essential to the planning and design of the ENA Development Area. However these Port-oriented improvements are necessary to preserve the \$242,000,000 in Trade Corridor Improvement Funds (TCIF) which were awarded to the Port of Oakland but may be lost if the Railyard and the 7th Street Overpass are not designed in a timely manner. Since this work is not essential to the planning and design of

the ENA Development Area, it must be awarded pursuant to the Agency's/City's purchasing processes unless the Board/Council determines that it is in the City's best interests to waive the requirements. Staff recommends that the Port Railyard and the 7th Street Overpass work be awarded to AMB/CCG to ensure a unified approach to the design of the Army Base.

FISCAL IMPACT

The SAENA and Port-oriented planning and design work commit up to \$14,100,000 in total funding from the following sources for planning and design work:

- \$9,490,000 from the Joint Infrastructure Development Fund (JIDF) (9572), Oakland Army Base Organization (88679), Army Base Joint Infrastructure Development Project (S415810)
- \$3,010,000 from JIDF (9572), Oakland Army Base Organization (88679), Infrastructure Master Plan Project (S415820)
- \$1,600,000 from OBRA Federal and State Grant Fund (9577), Oakland Army Base Organization (88679), Infrastructure Master Plan Project (S433810)

The funding from Project (S415820) is the local match for a \$2,000,000 TIGER II planning grant the U.S. Department of Transportation awarded to the Agency, and the funding from Project (S433810) is the portion of the TIGER II award allocated to the Oakland Army Base. Use of the TIGER II award and local match for Army Base infrastructure planning was authorized by Resolution 2011-0006 C.M.S. Future tax increment (9570) may be used to replace Fund (9572) as the source of the local match for the TIGER II award.

The funding for the Port-oriented planning and design work, in an amount not-to-exceed \$3,850,212, may be allocated from any of these three sources. The funding from these sources may be appropriated into new Projects, which will be established as necessary.

Should the Agency be dissolved, the City will assume ownership of the Army Base property and all assets and liabilities associated with it.

BACKGROUND

Public/Private Process

It has long been recognized that the former Oakland Army Base would require major public investment and infrastructure improvements before any private investment would be feasible. The Oakland Army Base Request For Qualifications (RFQ) and Request For Proposals (RFP) anticipated that the master developer would design and construct the necessary off-site

improvements¹ with public funding and be responsible for funding the on-site infrastructure and development². This approach is consistent with standard redevelopment practice and AMB/CCG's response to the RFP.

The cost of infrastructure improvements for the entire Army Base is preliminarily estimated to be \$500,600,000, of which approximately \$130,000,000 is needed for the Agency-owned portion of the Base. Due to the strategic importance of the site to the region and the nation, 93 percent of the public investment will ultimately come from state and federal sources. An initial outlay, however, of Agency and Port of Oakland funds is necessary to secure and leverage the state and federal funding. The Agency's commitment of \$14,100,000 to master plan Army Base infrastructure makes it possible to meet a condition of the \$242,000,000 awarded to the Port through California's Trade Corridor Improvement Fund (TCIF), that construction start by December 2013. A Funding Chart attached as **Attachment A** details the funding sources for infrastructure design and construction. If infrastructure planning and design does not begin immediately, the Agency and Port risk losing the TCIF funds and anticipated matching federal funds. Utilizing AMB/CCG's Development Team to prepare the planning and design documents is the surest and most timely way to accomplish the work.

AMB/CCG ENA

On January 19, 2010, the Agency entered into an ENA with AMB/CCG for a term of 360 days. A copy of the January 19, 2010, ENA is attached as **Attachment B**. All the terms of the original ENA remain in effect, except for the Schedule of Performance, which has been updated to reflect the extended time frame and to indicate which activities have been accomplished since the approval of the ENA.

Throughout 2010, the Agency and AMB/CCG worked on completing the schedule of activities set forth in the ENA's Schedule of Performance. One of the activities required the retention of environmental consultants to prepare a site assessment and all documentation necessary for environmental review under the California Environmental Quality Act (CEQA).

On July 20, 2010, to expedite obtaining the CEQA review, the Agency and AMB/CCG entered into a First Amendment to the ENA to allow the Agency to contract with a consultant to prepare the necessary documents and to share the costs of that contract with AMB/CCG. A copy of the First Amendment is attached as **Attachment C**. That environmental work is now well underway. In December 2010, the ENA was administratively extended, as provided for in the ENA, to April 22, 2011.

¹ Off-site improvements are public roadways and utility systems within the public right-of-way and the necessary environmental remediation and grading of the entire site.

² On-site improvements include development pads, buildings and other structures built on the pads, internal roadways, and utility laterals to serve the buildings and structures.

The proposed SAENA will provide for the additional time needed to complete the CEQA analysis required for LDDA approval, complete negotiation of the LDDA terms (including the required Community Benefits), and authorize the Agency to reimburse AMB/CCG for the cost of its Development Team to do the necessary infrastructure planning and design. A key step in the Schedule of Performance is the requirement that the Developer present a proposal for the Development Team, Scope, Schedule, and Budget for the infrastructure planning. As a result of AMB/CCG's work during 2010, the first year of the ENA, that step has been completed. Agency staff and consultants have reviewed the proposal and deemed it to be a sound basis for proceeding.

Port TCIF Allocation and the Cost Sharing Agreement

The former Army Base will be developed through a partnership of the Agency, Port, and AMB/CCG. Last summer when the Port's TCIF allocation appeared to be in jeopardy, Port staff, assisted by AMB/CCG, negotiated a new project baseline agreement with the California Transportation Commission (CTC), and expanded the development of the Outer Harbor Intermodal Terminal (OHIT) to include improvements to adjoining Agency-owned areas and to 7th and Maritime Streets. This expansion of the OHIT project area allows certain Agency expenditures to be counted toward the dollar-for-dollar match funding required for the \$242,000,000 TCIF allocation.

The re-negotiated agreement between the Port and CTC identifies \$32,000,000 in matching investment by the Agency, which includes the Agency's contribution of \$5,700,000 to a Joint Environmental Remediation Fund (JERAF), \$16,300,000 to a Joint Infrastructure Development Fund (JIDF), and \$10,000,000 in future tax increment over a seven year period or income from other sources. The Agency's \$32,000,000 will leverage \$62,000,000 in TCIF funds (which, when combined with anticipated matching federal dollars will bring \$134,000,000 to the Agency-owned portions of the Army Base). Should the Agency be dissolved, and the City is unable to meet all or a portion of the \$10,000,000 target, the City and Port will renegotiate the TCIF commitment to the Agency/City.

A pending Cost Sharing Agreement between the Port and the Agency commits the Port to investing up to \$62,000,000 in TCIF funds for construction activities, including remediation, site preparation, public streets and infrastructure, on Agency-owned portions of the Army Base. The SAENA, which provides for an initial expenditure of \$14,100,000 from the JIDF for infrastructure planning and design, will position the infrastructure project to start construction by the TCIF deadline of 2013.

It cannot be over emphasized that TCIF funding is over-subscribed and projects not progressing run the risk of being dropped. Without the immediate initiation of the infrastructure master plan, which can best be implemented and managed through the private means and methods provided for in the SAENA, the Agency and Port risk losing \$242,000,000. All indications are that the Port recognizes the importance of working

cooperatively to preserve the TCIF grant and the Cost Sharing Agreement should be presented to the Agency for its review in the very near future.

KEY ISSUES AND IMPACTS

Potential Dissolution of the Redevelopment Agency

At the time of this writing, it appears as if the State will dissolve Redevelopment Agencies as of July 1, 2011. The Agency and City have taken actions to preserve Agency assets and resources in order to continue redevelopment activities to the extent possible under the direction of the City. This report and resolutions are intended to enable the Agency and City to continue to prepare the Army Base for commercial development and to comply with our obligations to the Department of the Army and the State Department of Toxic Substances Control.

Agency Control of the Planning Process

Given the pending Cost Sharing Agreement with the Port, it is appropriate that the scope of the infrastructure planning to be undertaken by AMB/CCG encompass the entire Army Base, including the Port's concession area and the North Gateway, for which AMB/CCG has no rights under the ENA. The terms of the SAENA ensure Agency control of the infrastructure master planning process. AMB/CCG cannot proceed with planning for Port elements, such as the rail and 7th Street overpass, until directed to do so by Agency staff, who will be overseeing the entire process through ongoing weekly reviews, monthly reports, and quarterly presentations.

Community Benefits Process

The SAENA does not alter the basic framework of the non-binding, non-exclusive Community Benefits Term Sheet included as Exhibit C in the original agreement.

Under the leadership of Councilmembers Brunner and Nadel, there has been a series of workshops designed to gather input from community members and other stakeholders regarding community benefits. City staff has participated in each of these workshops and are analyzing the terms and conditions that have emerged through consensus of the workshop participants. To the greatest extent possible, these terms and conditions will be incorporated within a draft Community Benefits Agreement, which will be subject to negotiations, as with other business and legal terms and conditions, with all developers and ultimately included in binding Lease Disposition and Development Agreements between the Agency and each of the developers, including AMB/CCG.

Waiver of Advertising and RFQ/RFP Process and Award of Work

The planning and design work for the Port-oriented Railyard and 7th Street Overpass is not essential to the development of the ENA Development Area and therefore should be awarded pursuant to the Agency's/City's purchasing processes unless the Board/Council determine that it is in the Agency's/City's best interests to waive the requirements. Purchasing processes required for planning and design services usually entail advertising and RFQ/RFP process to select the provider. It is in the best interests of the Agency/City to waive the competitive process for the planning and designing of infrastructure improvements for the Railyard and 7th Street Overpass work, and award the work to AMB/CCG for the following reasons:

- AMB/CCG was already selected through such a process for the development of the ENA Development Area. Completing a new RFP process could take over four months.
- Time is of the essence in completing the infrastructure planning and design for the Base. The Port could lose its TCIF award of \$242,000,000 and the Agency its \$62,000,000 allocation of the award if the Railyard and 7th Street Overpass are not designed in a timely manner.
- The Amended and Restated Memorandum of Agreement between the Agency and the Port contemplates a unified approach to the design of the Army Base.

Compliance with the California Environmental Quality Act

The SAENA does not constitute an approval by the Agency of AMB/CCG's proposed project; the approval of any specific project by the Agency Board is subject to CEQA, where applicable. The Agency reserves all of its rights and duties under CEQA with respect to proposed Army Base development, including without limitation the authority to do any and all of the following: (a) prepare an environmental study evaluating the impacts of a proposed project, feasible alternatives to the project, and feasible mitigation measures; (b) adopt any feasible alternatives and/or feasible mitigation measures to lessen any significant environmental impacts resulting from a proposed project; (c) determine that any significant environmental impacts of a proposed project that cannot be mitigated are acceptable due to project benefits overriding any significant unavoidable impacts; and/or (d) decide to modify or deny its approval of a proposed project, and not to proceed with the project, due to the results/findings of the CEQA process.

The proposed SAENA complies with CEQA for the following reasons: (1) some activities covered under the SAENA have already been evaluated by the previously certified 2002 EIR, such as hazardous materials remediation; (2) certain activities covered under the SAENA are statutorily exempt from CEQA, such as Planning and Feasibility Studies, including detailed design and engineering efforts, pursuant to CEQA Guidelines section 15262; (3) the proposed commitment of funds from the Joint Infrastructure Fund is merely a funding mechanism that is not subject to CEQA, pursuant to CEQA Guidelines section 15378(b)(4); and (4) this action is exempt from CEQA pursuant to CEQA Guidelines section 15061(b)(3), where it can be

seen with certainty that there is no possibility that the project may have a significant effect on the environment.

PROJECT DESCRIPTION

The Term Sheet outlining the SAENA is attached as *Attachment D*. The following is a summary of the terms of the proposed SAENA:

1. Extension of the ENA term until the earlier of April 22, 2012, the completion of CEQA and execution of a Lease Development and Disposition Agreement, or the termination of the ENA due to a default.
2. Approval of the Developer's proposed team of consultants, scope of work, schedule, and budget, as represented in Exhibits to the Second Amendment to the ENA.
3. Agreement to reimburse the Developer's third party consultant costs through the Agency's Joint Infrastructure Development Fund, established for the development of the former Oakland Army Base, up to a maximum amount of \$14.1 million, for infrastructure master planning and design work for the entire Oakland Army Base. The Developer will receive no reimbursements or fees for its own costs in the management of the design consultant team. All final design decisions for the public infrastructure portions shall be made by the Agency and other City departments. The Developer will be responsible for all costs related to the vertical development planning and any site improvement planning on the development sites.
4. Elimination of the requirement to accommodate the Film Center and the Produce Market as part of the development.
5. Terms specifying how the Agency and Developer will coordinate regarding outside agency negotiations, ongoing property management during the design phase, and securing additional other government funding.
6. Modification of the ENA boundaries to reflect the relocation of the former Oakland Maritime Support Services (OMSS) ENA area from the East Gateway area and the possible sale of several acres of the current ENA area to Caltrans for relocation of their Maintenance Facility. The Developer is required to cooperate with the planning of a new location for OMSS and the sale of any land to Caltrans, and any user selected for the Subaru Lot in the North Gateway.

SUSTAINABLE OPPORTUNITIES

Economic: The redevelopment of the former Oakland Army Base will create thousands of temporary and permanent jobs, substantially increase the City's tax base, and support the

long-term competitiveness of the Port of Oakland.

Environmental: The improvements planned for the development of the former Army Base, including the expansion of rail service and providing a permanent site for truck parking, will help reduce air pollution.

Social Equity: Social equity is ensured through the City's and Port's local hiring and contracting requirements. Community benefits associated with the project will be substantial, including contributions to the West Oakland Community Fund and support for workforce development programs. Staff will return to the Agency Board at a later date with options and recommendations for how to meet most effectively the Agency's, Port's and master developer's community benefits goals and priorities.

DISABILITY AND SENIOR CITIZEN ACCESS

Any projects and programs implemented in this project area will be required to comply with applicable City, state, and federal disabled access requirements.

RECOMMENDATION AND RATIONALE

Staff recommends that the Agency Board/City Council adopt the resolutions authorizing the Agency/City Administrator to (1) negotiate and execute a Second Amendment to the Exclusive Negotiating Agreement between the Agency and AMB Property Corporation/California Capital Group, and (2) negotiate and execute an ENA between the City and AMB/CCG without returning to City Council. Staff also recommends that the Agency Board/City Council approve the waiver of advertising and solicitation of proposals/qualifications and award the design of the Port-oriented Railyard and Overpass infrastructure improvements work to AMB/CCG. The SAENA provides more time to complete CEQA and to negotiate the terms of an LDDA, including community benefits, and allows the Agency to use that time to begin infrastructure planning and design for the former Oakland Army Base and avoid losing slate and federal dollars. The award of the Port Railyard and Overpass work to AMB/CCG takes advantage of AMB/CCG's Development Team, which is already in place, and ensures a unified approach to the design of the Army Base.

ACTION REQUESTED OF THE CITY COUNCIL/AGENCY BOARD

Staff requests that the Agency Board and the City Council adopt the two resolutions to authorize:

- (1) The Agency/City Administrator to negotiate and execute a SAENA/ENA between the Agency/City and AMB/CCG


Item: _____
CED Committee
March 29, 2011

- (2) A waiver of the advertising and RFP/RFQ process and an award the planning and design of infrastructure improvements for the Port-oriented Railyard and 7th Street Overpass work, in an amount not-to-exceed \$3,850,212, to AMB/CCG.

Respectfully submitted,



Walter S. Cohen, Director
Community and Economic Development
Agency

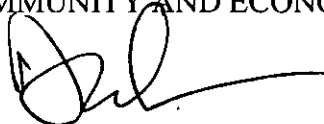
Reviewed by: 

Gregory Hunter, Deputy Director of Economic
Development and Redevelopment

Prepared by:

Pat Cashman, Project Manager

APPROVED AND FORWARDED TO THE
COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE:



Office of the City/Agency Administrator

- Attachments:
- A. Funding Chart
 - B. ENA between the Agency and AMB/CCG
 - C. First Amendment to the ENA
 - D. Term Sheet of the Second Amendment to the ENA

Item: _____
CED Committee
March 29, 2011

ATTACHMENT A

FUNDING CHART -
 SOURCES FOR THE ESTIMATED \$500,000,000
 PUBLIC INFRASTRUCTURE COST

SOURCE	Amount (millions)	Fund Use by Period	
		2011-13	2014-16
Agency/City Cost Sharing Agreement			
Joint Infrastructure Development Fund	16.3	16.3	
Joint Remediation Fund	5.7	5.7	
TIGER II Grant	1.6	1.6	
Tax Increment if available	8.4	1.4	7.0
SUBTOTAL	32.0	25	7.0
Port TCIF	242.0	200.0	42.0
Federal DOT ask	150.0	150.0	
Future Match*	60.0	30.0	30.0
Additional Funds Needed*	16.0		16.0
TOTAL	500.0	405.0	95.0

* Future Match and Additional Funds Needed will consist of a mix of federal and private sources.

ATTACHMENT B

EXCLUSIVE NEGOTIATING AGREEMENT

BETWEEN

THE OAKLAND REDEVELOPMENT AGENCY AND AMB/CCG

EXCLUSIVE NEGOTIATING AGREEMENT

This Exclusive Negotiating Agreement (this "Agreement"), dated for reference purposes only as of January 22, 2010, is by and between the Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law (the "Agency"), and AMB Property, L.P., a Delaware limited partnership ("AMB") and California Capital Group, a California general partnership ("CCG") and their successor in interest (collectively, the "Developer").

This Agreement is made with reference to the following facts and circumstances:

A. The Agency owns or controls a portion of the former Oakland Army Base ("OAB") and other lands; the Agency wishes to develop a portion of the GAB known as the Gateway Development Area, which portion consists of approximately 118 acres (the "Property"), as shown in Exhibit A and as further described in the Request for Proposals for the Property issued by the Agency September 26, 2008 (the "RFP").

B. The respective ownership and management interests in Developer are expected to be as follows: AMB/CCG have created a flexible joint venture structure wherein the parties will work together to master plan the development and associated infrastructure while separating responsibilities for development of individual components of the project based upon each parties area of expertise. The joint venture will be the entity that has the legal authority to contract directly with the Agency. Economic interests in individual projects will vary between AMB/CCG, with AMB taking the lead for industrial related development and CCG taking all development responsibilities in the major office, R&D, and film center developments.

C. The parties hereto desire to enter into further negotiations relating to the master operation and maintenance, and the design, construction, finance, and lease of the facilities on the Property (the "Project") to determine and finalize the terms of a Lease Disposition and Development Agreement (the "LDDA") to enter into a Master Lease Agreement (the "Master Lease Agreement")

D. The context of the negotiations is based upon the following documents attached hereto for reference purposes as follows:

- i) The ORA RFP dated 9/25/08
- ii) The AMB/CCG response dated January 22, 2009
- iii) The ORA staff report and supplements of July 14, 2009

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Developer and the Agency hereby agree as follows:

1. Effective Date and Term. The effective date of this Agreement is January 19, 2010 (the "Effective Date"). The term of this Agreement shall commence on the Effective Date and expire on the earlier of (i) 360 days from the Effective Date, not including City/ORAs furlough days designated in a City Council resolution unless extended by mutual agreement of the parties or earlier terminated as permitted under this Agreement, and (ii) the effective date of the LDDA (the "Term"). Notwithstanding the foregoing, either party may terminate this Agreement without liability to the other party by delivering sixty (60) days' prior written notice to the other party.

2. Negotiations. During the Term, the Agency will negotiate exclusively with the Developer and in good faith for the purpose of developing objectives and goals of both the Agency and Developer for the future development of the Property. The Agency and Developer each acknowledge that there were certain differences between the Agency's RFP and the Developer's submittal in response thereto, and the parties agree to negotiate in good faith to resolve such differences. Furthermore, the Developer intends to work collaboratively with the Agency to create a development plan that (i) addresses and takes advantage of any local, State, federal and private investments to improve the local, regional, or statewide economy, environment, and employment through a public-private partnership, and (ii) incorporates the development plan elements of the Agency's previously proposed site development in areas owned by the Agency, including projects that may qualify for funding by the State of California through its Trade Corridor Improvement Fund program and other funding mechanisms which Developer and Agency may agree to use. In addition, the parties mutually agree to cooperate with the City of Oakland ("City"), the Port of Oakland ("Port"), the State of California, and the federal governments in seeking additional development funding through other State and federal programs, including the American Recovery and Reinvestment Act of 2009 and the anticipated surface transportation reauthorization legislation. During the Term, the parties will discuss and negotiate such other issues relating to the proposed transaction as may be identified by either party hereto, including, without limitation, the respective development interests, equity interests, and responsibilities of AMB and CCG; the procedure for soliciting community input on the environmental standards for construction; acknowledgement of the validity of the Oakland Parking Tax; and consideration of the nonexclusive and nonbinding topics for discussion attached hereto as Exhibits B and C, with the objective of documenting their mutual understanding and agreements with respect to all such issues in the LDDA and form Master Lease Agreement. During the Term, Agency shall have the right to rent, lease, license, or use all or any portion of the Property for uses that would not have a materially adverse effect on Developer's rights under this Agreement, as determined by Agency in its reasonable judgment after consultation with Developer. Without limiting the foregoing, Developer acknowledges that the existing leases within the Property do not violate its exclusive rights under this Agreement. The Parties will use their best efforts to perform the activities within the time periods set forth in the Schedule of Performance attached hereto as Exhibit D.

The parties agree to negotiate the LDDA in good faith on or before the expiration of the Term, and each agrees to negotiate in good faith and to dedicate to the negotiations a sufficient amount of staff (including legal services) time and attention, including the time and attention of staff designated with decision making authority in this matter, as necessary, during the Term. If the parties are unable to agree upon the final forms of the LDDA and the Master Lease

Agreement by the expiration of the Term, or if Agency's governing body declines to authorize an LDDA for any reason in its sole and absolute discretion, then without further action, this Agreement shall terminate, any and all deposits shall be returned to the developer (CCG) within thirty (30) business days, unless otherwise extended by mutual agreement. In the event this Agreement is terminated as of the end of the Term, or if either party terminates the Agreement early, the Agency and the Developer shall have no further obligation to negotiate exclusively with each other for the future development of the Property.

With respect to the subject matter of this Agreement, the lead negotiator for the Agency will be the Agency Administrator, and the lead negotiator for Developer will be Phil Tagami.

3. Agency Acting as Owner of Real Property; Cooperation. The Developer acknowledges that the Agency is acting in its capacity as a property owner with a proprietary interest in the Property and not as a regulatory agency with police powers. Developer understands that although Agency and the City may have some or all of the same members of their governing bodies, they are two separate legal entities, with separate jurisdictions and procedures. Nothing in this Agreement shall limit in any way the Developer's obligation to obtain any regulatory approvals from any governmental agency including, without limitation, the City, having jurisdiction over the Property or the operations proposed to be conducted thereon.

The Agency shall cooperate with the Developer in its efforts to obtain such Regulatory Approvals, provided that (1) the Agency shall not be required to incur any out-of-pocket costs and (2) nothing in this Section 3 shall otherwise limit Agency's own approval rights under this Agreement. Nothing in this Agreement shall restrict Developer from exercising its lawful rights to meet with or contact any regulatory agency, utility company, prospective tenant, governing body, other developer, or any other external agency or party and share project ideas and details with any such contacted party, except that Developer shall not disclose documents which are not yet subject to disclosure under the Brown Act or the City's Sunshine Ordinance. Agency agrees that it will not intentionally fraudulently interfere with Developer's efforts to obtain Regulatory Approvals.

4. Agreements Subject to Environmental Review and Governmental Approvals. By entering into this Agreement, the Agency is not committing itself or agreeing to undertake any definite course of action. The terms of this Agreement do not commit the Agency to undertake (a) any conduct to dispose of or grant control over the Property to Developer, or (b) any other acts or activities predetermining, affecting, or influencing the subsequent independent exercise of discretion related to the transactions contemplated hereunder by the Agency or by any other governmental agency or authority. The Developer acknowledges that the Agency cannot enter into or be bound by any documents or agreements that will cause or result in any future work by the Developer on the Property (including the LDDA and Master Lease Agreement) or a grant of any rights with respect to any development of the Property until all environmental reviews required by CEQA or NEPA, or any other necessary regulatory approvals, are completed.

5. Governing Law. This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of California.

6. Relationship of the Parties; No Assignment. Developer is and shall at all times be and remain independent from the Agency and shall not be an agent of the Agency. Nothing herein contained shall be construed to place the parties in the relationship of partners or joint ventures. Neither party shall have any right or power to obligate or bind any other party in any manner whatsoever except as expressly authorized in this Agreement. This Agreement is not intended, nor shall it be construed, to create any third party beneficiary rights in any third party, unless otherwise expressly provided. The Agency is not a fiduciary and has no special responsibilities beyond any obligations expressly set forth herein to Developer. Developer may propose to add passive investors to its entity provided that such investors shall have no decision-making authority with respect to the project; provided, however, that the Agency Board retains the right, in its sole and absolute discretion, to approve or disapproval of any change in the Developer's entity. This Agreement is personal to Developer and, except as described in Recital B hereof, is not assignable to any other person or entity without the prior written consent of Agency which may be given or refused in the Agency's sole and absolute discretion. Any attempt to assign this Agreement or any part of the Agreement without the prior written consent of Agency shall constitute a material breach of this Agreement and shall be void and no force and effect.

7. Attorneys' Fees. If Agency has breached its obligations to negotiate in good faith or to negotiate exclusively with Developer, Developer may elect either to terminate this Agreement and have returned to CCG its ENA Deposit, or to seek specific performance of the exclusive negotiating and good faith obligations of this Agreement. Developer shall not be entitled to recover any damages of any kind or character from Agency. In the event of a default under this Agreement or in the event a dispute arises in a judicial or quasi-judicial proceeding concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its or their rights hereunder (whether or not such action is prosecuted to judgment), including, without limitation, court costs and reasonable attorneys' fees. For purposes of this Agreement, reasonable fees of attorneys of the City Attorney's Office, acting as the Agency's Counsel, shall be based on the fees the City Attorney pays its outside private attorneys who work on any such dispute. The provisions under this Section 7 shall survive the Term.

8. Indemnity. Developer shall indemnify, protect, defend and hold harmless the Agency and the Agency's officers, agents and employees, from and against any and all claims, demands, losses, liabilities, damages, liens, injuries, penalties, fines, lawsuits and other proceedings, judgments and awards and costs and expenses, including, without limitation, reasonable attorneys' and consultants' fees and costs through appeal ("Losses"), arising out of or related to exclusively personal injury and property damage related to Developer's activities on the Property or its agents, employees or contractors, under this Agreement, except to the extent such Losses are caused by the negligence or wilful misconduct of Agency. The provisions under this Section 8 shall survive the Term.

9. Notices. Unless otherwise expressly provided herein, any notice given under this Agreement shall be effective only if in writing and given by delivering the notice in

person or by sending it first-class mail or certified mail with a return receipt requested or by Express Mail, return receipt requested, with postage prepaid, or via facsimile, as follows:

4-2

If to Agency: Redevelopment Agency of the City of Oakland
City of Oakland, Community and Economic Development
Agency
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612
ATTN: Dan Lindheim, Agency Director and City
Administrator

Copy to Redevelopment Agency of the City of Oakland
City of Oakland, Community and Economic Development
Agency
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612
ATTN: Walter Cohen, CEDA Agency Director
510-238-2226 (Fax)

Copy to: Redevelopment Agency of the City of Oakland
c/o City of Oakland, Community and Economic Development
Agency
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612
ATTN: Gregory Hunter, Deputy Director of Redevelopment
510-238-6455 (Fax)

Copy to: Redevelopment Agency of the City of Oakland
c/o City of Oakland, Community and Economic Development
Agency
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612
ATTN: Al Auletta, Area Manager
510-238-6391 (Fax)

Copy to: Redevelopment Agency Counsel
c/o Oakland City Attorney's Office
One Frank H. Ogawa Plaza, 6th Floor
Oakland, CA 94612
ATTN: Dianne Millner, Supervising Deputy City Attorney for
Redevelopment
510-238-6500 (Fax)

If to Developer: California Capital Group c/o Phil Tagami
300 Frank Ogawa Plaza, Suite 340
Oakland, CA 94612
510-834-5380 (Fax)

Copy to: AMB Property Corporation c/o Dan Letter

1360 Willow Road, Suite 100
Menlo Park, CA 94025
415-277-2171 (Fax)

Copy to: John Markley, Esq.
620 Greystone Terrace
Orinda California 94563
and
Jeff Trant, Esq.
Law Office of Jeffrey A. Trant
P.O. Box 4026
Los Altos, CA 94012
650-386-6091 (Fax)

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

11. Transaction Costs. At all times during the Term, the parties agree that each party will be responsible for all of its own costs and the costs associated with any consultants of other members of its own team related to the negotiation and preparation of any and all transaction documents.

12. ENA Deposit. The Agency acknowledges the receipt of \$50,000 deposit since January 22, 2009 (the "ENA Deposit"). The Agency acknowledges that the funds have been deposited in an interest bearing account. The ENA Deposit, along with any interest earned thereon, will be returned to CCG within thirty (30) days of expiration of the Term if the parties have not entered into the LDDA or upon earlier termination of this Agreement. If the LDDA is executed by both parties hereto prior to the end of the Term, then the ENA Deposit shall be part of the negotiated LDDA consideration.

13. Due Diligence Materials: The Agency will cooperate reasonably with Developer in allowing Developer to inspect and copy, at no cost to the Agency, all documents as Developer may request and which are in the possession of and available to the Agency, relating to the condition of the Property, including, but not limited to, the documents which were listed in the RFP, as said list may be updated by the Agency from time-to-time, structural integrity of any improvements thereon, existing utility plans, civil engineering surveys, a current legal description of the Property, development studies, existing improvement plans, any third party agreements affecting use, operation or ownership of the Property, biological studies and all other information, reports and studies which affects the Property (the "Property Information"). Following the Effective Date, the parties may enter into a non-disclosure agreement in a form mutually satisfactory to the Agency and Developer prior to the Agency releasing any requested documents. With respect to the Property Information, Developer acknowledges that the Agency makes no representation regarding the accuracy or completeness of such documents, and

Developer is not relieved of any of its obligations hereunder or under applicable law as a result of such delivery of any such documents. Developer agrees that if it uses any such documents, Developer will assume all risk of any inaccuracies contained or reported in, and the lack of completeness of such documents, whether or not any such documents are available to Developer. Developer shall be responsible for undertaking any studies or reports necessary to develop the Property in accordance with a Project to be agreed upon pursuant to the terms and conditions of the LDDA and Master Lease Agreement.

14. Right of Entry: Upon request, the Agency will grant Developer the right to enter on the Property during normal business hours for the purpose of performing non-invasive, visual investigations of the Property to assess the feasibility of developing the Property. If Developer wishes to conduct any physical studies of the Property, including invasive investigations regarding environmental conditions, soil condition or physical building inspections, Developer shall submit a detailed written proposed scope of work ("Proposed Work Plan") for the Agency's review and approval in the Agency's proprietary capacity as the owner of the Property. The Agency, acting in its proprietary capacity, shall have the right to grant, deny, or condition such Proposed Work Plan in its reasonable sole discretion. It shall be reasonable for the Agency to deny such Proposed Work Plan if the Proposed Work Plan requires the Agency to incur any cost or expense other than the staff time of those Agency staff directly involved in the exclusive negotiations under this Agreement. If the Agency approves or conditionally approves such Proposed Work Plan, the Agency will grant Developer a right of entry under a Right of Entry Agreement ("ROE Agreement") prepared and approved by the City Attorney or his designee. If the Proposed Work Plan requires any permits or other governmental approvals (including, without limitation, any City permits), Developer shall work with the City to obtain any such governmental approvals at no cost or expense to the Agency. If the Proposed Work Plan requires any City permits, the City may (acting in its regulatory capacity) grant, deny, or condition such City permits in its sole and absolute discretion. If an ROE Agreement is entered into, Developer shall provide copies of all reports and studies regarding the condition of the Property (including, without limitation, any improvements or subsurface conditions) prepared by, for, or on behalf of, the Developer as a result of such entry upon the Property. Developer shall not unreasonably interfere with any tenant or user on the Property or on adjoining parcels owned by Agency.

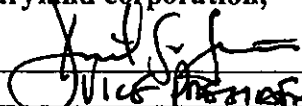
15. City of Oakland Campaign Contribution Limits. This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations because it requires Agency governing body approval. The City of Oakland Campaign Reform Act prohibits contractors that are doing business or seeking to do business with the Redevelopment Agency of the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations. Developer must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as Exhibit E.

[Signatures on following page]

DEVELOPER:

**AMB PROPERTY, L.P., a Delaware
limited partnership**


**By: AMB PROPERTY CORPORATION,
a Maryland corporation,**

By: 
Its: Nicole Provenza

By: _____
Its: _____

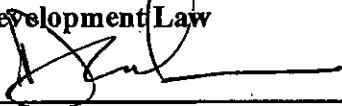
Dated: 1/22/10

**CALIFORNIA CAPITAL GROUP, a
California general partnership**

By: 
Its: managing general partner.

Dated: 1/22/10

**REDEVELOPMENT AGENCY OF THE
CITY OF OAKLAND, a community
redevelopment agency organized and
existing under the California Community
Redevelopment Law**

By: 
**Dan Lindheim
Agency Administrator**

Approved as to form and legality:

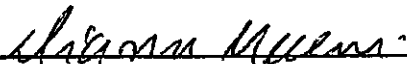
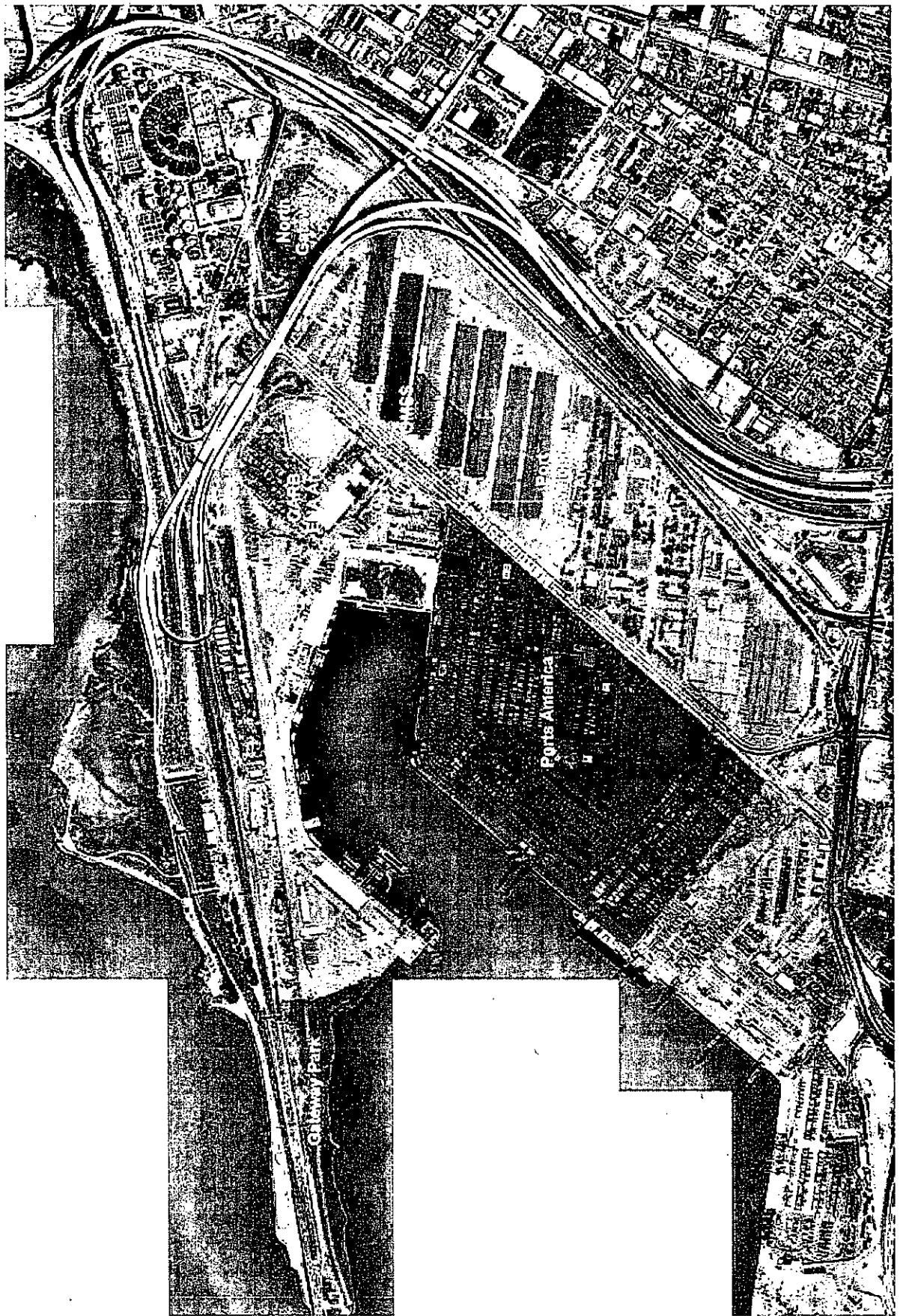
By: 
**Dianne Millner
Agency Counsel**

EXHIBIT A

Map of ENA Area



THE FOLLOWING EXHIBITS B AND EXHIBIT C ARE NONEXCLUSIVE AND NONBINDING TOPICS FOR FURTHER DISCUSSION AND CONSIDERATION BETWEEN THE PARTIES DURING THE TERM OF THE ENA.

REAL ESTATE TERMS

EXHIBIT B

1	LANDLORD:	Redevelopment Agency of the City of Oakland
2	LESSEE:	To be designated by Developer
2A	GUARANTOR FOR LDDA COMPLETION GUARANTY	[Note- Guarantor must be financially strong entity with significant assets to guarantee LDDA Project completion obligation, as determined by Agency]
3	PROPERTY:	Approximately 118 acres of Army Base Property, excluding the OMSS Parcel.
4	AGREED USE:	Film Center, Produce Market, logistics facilities, Class A office, research and development facilities, project-serving retail, waterfront open space, JATC job training facility, recycling facilities, or as Negotiated
5	INITIAL TERM:	66 years Term shall commence on lease execution ("Lease Commencement Date")
5A	TERMINATION RIGHTS	Lessee has no right to terminate Lease. Landlord has right to terminate Lease due to Developer default or breach.
6	LEASE COMMENCEMENT DATE	Lease execution date.
7	RENT COMMENCEMENT DATE	One hundred twenty (120) days from execution of the lease.
8	EXTENDED TERM:	Landlord shall grant, at its sole and absolute discretion one (1) additional thirty-three (33) year option to extend the Lease. Option is at Landlord's sole and absolute discretion and may be exercised at least two (2) years in advance of the end of the current term.
9	POSSESSION:	Upon lease execution and no later than eighteen (18) months after execution of an LDDA.
10	RENT:	Fair Market Rent to be determined by the parties during the ENA period.
11	PAYMENT OF RENT:	Rent shall be paid annually on or before July 1 of each and every year of the term. Lessee shall pay prorated annual rent for Year 1 on the Rent Commencement Date.
12	RENTAL RATE ADJUSTMENT	As negotiated during the ENA
13	TAXES/ EXPENSES	Lessee shall pay any and all taxes, including, but not limited to, possessory interest tax. Lessee shall pay any and all expenses associated with the Property.

14	INSURANCE	<p>Lessee pays. Commercial General Liability: \$5,000,000 Worker's Compensation: Statutory Limits (no less than \$1,000,000) Employer's Liability: \$1, 000,000 Automobile Business Liability: \$1,000,000 Pollution Limited Liability: \$1,000,000 All coverages are subject to periodic increase as determined by the City's Risk Manager</p>
15	CONDITION OF PROPERTY AT DELIVERY	<p>Lessee shall take delivery of the premises in an As-Is condition subject to any and all existing tide exceptions, encumbrances, liens, and real property agreements including, but not limited to, three quitclaim deeds recorded in 2002 by the State of California Department of Transportation and the following unrecorded tenancy agreements: 1) Oakland Maritime Support Services Lease, 2) City of Oakland Winter Shelter License, 3) Oakland Film Center Licenses (sixteen total), 4) Pacific Coast Container Lease. Lessee is responsible for identifying and transferring three acres of land in the GARB to JATC per the MOA between Agency and JATC. Any alternative to the transfer of OARB land to JATC is at the sole expense of Lessee.</p>
16	ENVIRONMENTAL REMEDIATION	<p>Agency and Lessee will negotiate detailed terms of environmental remediation responsibility and liability based upon the RAP/RMP. Remediation will include, but is not limited to, remediating and removing existing utility infrastructure, and receiving closure letters from environmental regulatory agencies with a mutual goal of completing remediation by August 2013. Agency will reimburse specified costs on terms to be detailed in the LDDA. Terms of liability for discovery of unanticipated pre-existing environmental contamination will also be negotiated and detailed in the LDDA.</p>
17	INDEMNIFICATION	<p>Lessee shall agree to provide standard commercial hold harmless and defend provisions to the City of Oakland and the Redevelopment Agency of the City of Oakland and its employees, officers, directors, shareholders, partners and agents</p>
18	DEED RESTRICTIONS & ENVIRONMENTAL USE RESTRICTIONS	<p>Lessee accepts and acknowledges the Property is subject to: 1) deed restrictions in the transfer deeds, 2) a recorded covenant to restrict use of property, and 3) right of access across the Property to allow for remediation or monitoring by federal and state agencies.</p>

19	UTILITY INFRASTRUCTURE	Landlord does not warrant or guarantee utility service to the Property. Landlord will coordinate with Lessee, Port of Oakland and any other utility service provider the use of existing utility infrastructure. Landlord shall cooperate with Lessee in the development of new utility infrastructure to serve the Property on terms to be negotiated.
20	SECURITY DEPOSIT	To be negotiated
21	LANDLORD'S MAINTENANCE	None. Lessee is responsible for all maintenance.
22	COMMISSION:	Landlord shall not pay or be liable for any commissions or brokerage fees. Lessee shall hold harmless and defend Landlord against any claims for commissions or brokerage fees.
23	SIGNAGE	Lessee may not install or place signage on any existing City street on the Property or within any City street to be created or the public corridor. Lessee may install and place signage on the remaining Property in compliance with City codes
24	TAXES & PUBLIC IMPROVEMENTS MAINTENANCE & INSURANCE	Lessee shall pay all operating expenses to operate the Project in a manner outlined in the lease agreement Lessee's operation expenses to include all capital expenditures, security and insurance for the Property and Project Lessee to maintain the Property and Project in first-class condition.
25	FAIR SHARE	Lessee shall be responsible for paying a fair share of any required off-site traffic improvements and/or other mitigations, as determined by the Oakland Army Base Fair Share Allocation Report, pursuant to the Mitigation Monitoring & Reporting Report of the Oakland Army Base Redevelopment Area Plan Environmental Impact Report. Final terms of details of this provision shall be determined prior to entering in the LDDA.
26	LANDLORD ACCESS	Landlord has the right to enter and inspect the Property and Project after reasonable notification to Lessee.
27	CITY/AGENCY PROGRAMS	Lessee to comply with all City/Agency social programs in both construction and operations including, without limitation, labor peace agreement, prevailing wages, living wages, local and small local business, equal benefits, disabled access, and apprenticeship/job training/first source hiring programs. Lessee must agree to comply with compliance monitoring by Agency.

28	GOOD FAITH DEPOSIT	Developer has deposited with Agency a fifty thousand dollar (\$50,000.00) Good Faith Deposit in the form of certified funds or a letter of credit in favor of Agency. If the Parties enter into an LDDA, or Developer negotiates in good faith but fails to reach agreement with Agency, or Agency otherwise declines, in its sole and absolute discretion, to enter into an LDDA, Agency shall return the Good Faith Deposit to Developer. If Developer fails to negotiate in good faith with Agency or fails to fulfill the conditions or meet the obligations set forth in this Agreement as reasonably determined by Agency, Agency may exercise its option to retain the Good Faith Deposit as liquidated damages.
29	PROJECT EXPENSE PAYMENT	To be negotiated.
30	EQUITY PARTICIPATION WITH AGENCY	To be negotiated.

THE FOLLOWING EXHIBITS B AND EXHIBIT C ARE NONEXCLUSIVE AND NONBINDING TOPICS FOR FURTHER DISCUSSION AND CONSIDERATION BETWEEN THE PARTIES DURING THE TERM OF THE ENA.

EXHIBIT C

Community Benefits

1	LANDLORD:	Redevelopment Agency of the City of Oakland (Agency)
2	LESSEE:	To be designated by Developer
3	AGREED USES:	Film Center, Produce Market, logistics facilities, Class A office, research and development facilities, project-serving retail, waterfront open space, JATC job training facility, recycling facilities, or as Negotiated
4	COMMUNITY FUND	Lessee shall pay its fair share of the two million dollar (\$2,000,000) Community Fund based upon acreage leased within a timeframe to be negotiated during the ENA period.
5	CITY / AGENCY CONTRACTING REQUIREMENTS	Lessee to comply with all City/Agency social justice contracting programs in both construction and operations phases, including, without limitation: prevailing wages, living wages, local and small local business, disadvantaged business program, equal benefits, disabled access, and apprenticeship/job training/first source hiring programs. Lessee must agree to comply with compliance monitoring by Agency.
6	LOCAL HIRE, RETENTION, JOB TRAINING & APPRENTICESHIPS FOR CONSTRUCTION JOBS	To ensure that project construction provides the strongest possible training and employment opportunities for targeted residents, a Labor Peace Agreement for project construction shall include requirements for a share of project hours to be worked by targeted residents and by apprentices. The Agency will require all general contractors to develop a plan for satisfying these requirements, and to obtain approval from the Agency of that plan prior to commencement of work. Targeted hiring requirements will be monitored and enforced.
7	LOCAL HIRE AND FIRST SOURCE HIRING FOR PERMANENT JOBS	In order to advance the Agency's goal of providing economic opportunities to residents of communities that have borne the brunt of social, economic and health impacts, the Agency will require Lessee to ensure that all project employers participate in a First Source hiring program for operations-phase jobs (i.e., non-construction jobs). This program will require employers to designate a first source system, prior to hiring; consider targeted applicants referred by the first source system; and hire a percentage of targeted applicants. The Agency will designate one or more nonprofit entities to refer applicants as part of the first source system. Targeted hiring requirements will be monitored and enforced through a process to be established

		by the Agency and similar to the Port of Oakland's MAPLA program, through which employers and contractors report progress, and challenges are addressed in a collaborative manner by various stakeholders from a particular industry, including community representatives and any relevant labor union(s).
8	LABOR PEACE	<p>Lessee is required to agree to the following language in its lease agreement with the Agency: The parties recognize that in order to protect the Agency's proprietary interests in uninterrupted receipt of the income and public services promised under this contract, labor disputes must be prevented. The parties agree that as a material condition of this agreement, Lessee shall cause each employer of employees rendering Services on the premises to sign a labor peace agreement with any labor organization which has informed the Agency that it represents or seeks to represent such employees, unless the Alameda Labor Council advises that such labor organization is not actively organizing in such industry.</p> <p>A "labor peace agreement" means any written agreement which (a) waives the right of the labor organization and its members to engage in picketing, work stoppages, boycotts, or other economic interference with the Agency's proprietary interests in the premises for the duration of the Agency's lease; and (b) provides that any services to be performed by employees of the employer's tenants, subtenants, contractors, or subcontractors will also be done under agreements containing the same labor peace assurance. "Services" for these purposes means janitorial, security, building and grounds maintenance, warehousing and distribution, industrial, mechanics and truck services, retail, hotel (and any restaurant connected thereto), and grocery sales.</p>
9	PERFORMANCE STANDARDS AND REPORTING	To assist the Agency in assuring that project development is proceeding in a timely manner towards the Agency's goals, Lessee will be required to submit regular progress reports on satisfaction of various project requirements, including construction progress, financial goals, local hire, employment retention, and small/local business utilization, air quality and environmental health. In the Lease Development & Disposition Agreement (LDDA), the Agency will set goals in each of these areas for each phase of construction and operation of the project. The LDDA will stipulate penalties if goals are not met and incentives if goals are exceeded.

10	WORKFORCE TRAINING	Lessee should be prepared to coordinate with local workforce training programs to provide trained workers for both construction and relevant permanent jobs and ensure that programs have resources to advance the Agency's goal of sustainable economic development of surrounding neighborhoods.
11	COMMUNITY OUTREACH & ENGAGEMENT	Lessee is required to create and maintain a program of ongoing communication and collaboration with relevant community stakeholders to ensure that there is community understanding and support for the project
12	COMMUNITY SERVICES & AMENITIES	Lessee should describe how project will result in creation of community services and amenities such as grocery stores, banks and other retail, community centers or child care centers, on or off-site, to benefit the surrounding neighborhoods.
13	RELOCATION OF POLLUTING AND OTHER HAZARDOUS USES FROM WEST OAKLAND	Lessee should describe plan to relocate polluting and other hazardous uses from the adjacent West Oakland neighborhoods onto the project area, including recycling facilities and trucking activities. Plan should include analysis of how project will decrease or increase communities' exposure to pollution.
14	URBAN DESIGN PRINCIPLES & COHERENT DEVELOPMENT PLAN	The design of the GDA should be coherent, incorporate distinctive, innovative architecture, ensure a mix of uses, and be flexible enough to evolve over time.
15	GREEN INDUSTRIES	Project should indicate types, numbers and timing of green businesses and industries to be included in project, establish recruitment incentives, and describe potential synergies among industries and how they will interact with whole development.

16

GREEN, CLEAN BUILDING

“Green” development principles should be applied which meet or exceed City of Oakland’s Green Building Ordinance and related policies, including design, construction, building materials, use of alternative energy sources, resource efficiency, waste stream diversion, communications technology and transportation. Plans to meet these standards, including energy generation and/or savings and details of carbon-neutral program, should be provided.

All major facilities constructed on the Project site should achieve energy efficiency levels at least 20% better than Tide 24 requirements, and receive certification under the U.S. Green Building Council’s LEED program at a minimum of the LEED Silver level. Project plans should demonstrate higher levels of green building achievement, including potential certification of the Project as a whole under the LEED for Neighborhood Development rating system and/or achievement of additional credits as prescribed under that rating system and other guiding documents such as the Alameda County Waste Management Authority’s Bay-Friendly Landscape Guidelines. A significant portion of the Project’s ongoing energy requirements should be met with on-site clean, renewable energy technologies.

Infrastructure should be installed to enable all facilities to use recycled grey water as an alternative to potable water for uses not requiring potable water (e.g., sewage conveyance). Systems should be designed to treat 100% of storm water on site, and to make use of rainwater and/or recycled water on-site where possible. Potable water should not be used for site irrigation.

Project should describe anticipated vehicle use associated with operations and should provide strategies for reducing transportation-related impacts and local air pollution.

Studies estimating air pollution from proposed uses of the project site, including associated vehicle travel, and of cumulative impact with adjacent Port uses should be performed and analyzed to increase perspective on the potential air quality impacts of project

All roof and pavement surfaces should have a solar reflectivity index in order to minimize the urban heat island effect

In compliance with the City’s Construction and Demolition ordinance, 100% of concrete and asphalt and a minimum of 65% of all other materials generated should be targeted for reuse or recycling.

17	PUBLIC, ACCESSIBLE OPEN SPACE AT WATERFRONT	Project should demonstrate plan for publicly-accessible connection – by bicycle, foot, and vehicle – from Central Gateway area to future development of the 16.5-acre shoreline open space mandated by the California State Lands Commission and for coordination with the 15-acre Gateway Park being developed by East Bay Regional Park District to help create a world-class destination and amenity.
----	--	--

EXHIBIT D
Schedule of Performance

<i>The Parties shall make all reasonable efforts to perform the following activities during the Negotiation Period and within the time periods set forth herein below. All initial capitalized terms will have the same meaning as in the Exclusive Negotiating Agreement</i>		
No.	Task	Performance Time
1.0	Developer (Including its members, partners and other entities holding an equity interest in Developer) shall execute and deliver Exhibit E (Campaign Contribution Limits Form) to Agency.	Concurrently with execution of ENA.
2.0	Prior to the Execution of the ENA, the Developer worked with the Port and the Agency to establish the baseline for the Trades Corridor Improvement Funds bond allocation, which now includes potential state and federal funding for projects within the East and Central Gateway Areas.	Completed
2.1	Developer shall provide Agency with updates of the Conceptual Infrastructure Development Plan on a regular basis until Developer submits to Agency a Final Infrastructure Development Plan.	Throughout ENA period and within 15 days following an substantial modifications of the Plan.
2.2	Should the Conceptual Infrastructure or Project plans omit the 15-acre OMSS site from its currently approved location in the East Gateway Area, Developer will submit a proposal for negotiating an alternative location that will ailpw continuity from this day forward of alternative truck parking on the Army Base.	Within 60 days of execution of ENA.
3.0	Agency shall provide Developer all existing environmental, geological, engineering and other reports, contracts for services, and infrastructure design plans within the Agency's possession, including and not limited to documents procured under OBRA and stored offsite or known, or control pertaining to the Property, subject to Section 13 of the Agreement.	Prior to and following the effective date of the ENA.
3.1	Agency and Port shall develop a preliminary cost-sharing agreement consistent with the existing MOA and TCIF Project.	90 days following the effective date of the ENA.
4.0	Developer shall submit to Agency: A written statement detailing the status of any current or pending legal matters that might have a material impact on the planning, development or implementation of the Project Developer shall provide Agency copies of any litigation documents or filings in connection with such litigation within five (5) calendar days of Agency's written request Should any legal matter that might have a material impact on the planning, development or implementation of the Project arise during the Negotiation Period, Developer shall be obligated to disclose that information to Agency staff in writing within five (5) business days after Developer or its partners become aware of such legal matter.	Within 45 days of commencement of the Negotiation Period
4.1	An organizational chart of the Developer Team.	

EXHIBIT D
Schedule of Performance

No.	Task	Performance Time
4.2	Developer shall submit to Agency: A detailed written legal structure of the proposed development team in a form that reasonably satisfies Agency. This submission shall include a written description of the specific and general roles, responsibilities, and obligations of Developer, Developer's members or partners, and any other entity participating in the legal entity established by Developer for purposes of developing the Project. The written description of roles, responsibilities, and obligations shall identify the principals and other personnel, to the extent identified, from each participating party by name, title or position, and areas of responsibility within the development.	Within 120 days of commencement of the ENA.
4.3	All documents related to the Developer's corporate, LLC, or partnership status, and the status of its members or partners, including but not limited to articles of incorporation, by-laws, partnership agreements, operating agreements, joint venture agreements, lists of members of board of directors and proof of good legal standing.	
4.4	The funding schedule for the entity to be formed under the Joint Venture demonstrating the capitalization of the venture during the ENA.	
5.0	Developer shall submit to Agency a written proposal and a cost estimate of additional geological, engineering or other studies and/or design required for the development of an infrastructure plan for the Property.	Within 90 days following receipt of Agency provided environmental, geological, engineering and other reports and infrastructure design plans.
6.0	<p>Developer shall retain environmental and professional design consultants, if necessary, to prepare an environmental site assessment, and all necessary environmental documentation required to conduct environmental review under the California Environmental Quality Act (CEQA) for the Project.</p> <p>Agency has the option of contracting directly with CEQA consultants and requiring Developer to pay their fees. Except as otherwise specifically provided for below, all environmental documents shall be prepared within the time periods required by CEQA.</p>	Within 60 days of commencement of the Negotiation Period, the City, in its sole discretion, shall determine the best approach for obtaining CEQA and NEPA clearance to expedite development, subject to consultation with the Developer.
7.0	Developer shall submit plans and options for the location, configuration, scale, and relationship of the proposed Project for the OMSS Project, Produce Market, Film Center and JATC parcel as set forth in the RFP, all rail and other infrastructure improvements to be developed in connection with the development of the Property, buildings and other improvements, circulation; and Project phasing.	Within 240 days of commencement of Negotiation Period.

EXHIBIT D
Schedule of Performance

No.	Task	Performance Time
8.0	Developer shall hold at least one public meeting in the community to present its proposed Development Plan for the construction of the Project. Developer shall hold up to three such additional community meetings as reasonably required by the City and Agency and Developer shall be given a minimum of 15 days written notice of the same. [Agency recognizes that Developer has already participated in many community and stakeholder meetings and has agreed to work with some stakeholder groups in developing a community benefits agreement]	Within 135 days of commencement of the Negotiation Period
9.0	Developer shall develop a Project Description that is suitable for review under the California Environmental Quality Act (CEQA) as determined by the City of Oakland.	Within 60 days of commencement of the Negotiation Period
10.0	Developer shall obtain authorization to proceed with environmental review of the Development Plan and Project Description from the Deputy Director of Redevelopment	Within 165 days of commencement of the Negotiation Period
11.0	Developer shall submit an "Application for Environmental Review" to the City Planning Department for the development of the Property.	Within 15 days from approval of Project Description by Agency.
12.0	Developer shall submit to Agency: A detailed feasibility study of the potential reuse of existing warehouse structures (and/or salvage and reuse of building materials) as part of the Project	Prior to execution of the LDDA.
12.1	Developer shall submit to Agency: A plan for site preparation that addresses deconstruction of existing warehouse structures (if applicable), environmental remediation, installation of utilities and other infrastructure, and other site preparation.	
13.0	Developer shall submit to Agency: Detailed and itemized pro formas that are linked to the schedule for construction and lease-up of Phase 1 of the Project The pro formas shall include a Project development budget, a statement describing the sources and uses of funds, a 20-year cash flow analysis, and an annotated operating budget to a level of detail reasonably acceptable to Agency.	Within 240 days of commencement of the Negotiation Period
13.1	A detailed development schedule for construction of Phase 1 of the Project, which shall include construction and absorption of the Project's Phase 1 industrial, commercial, and retail spaces.	
13.2	A preliminary Community Benefits plan developed in concert with the Agency, the Alameda County Central Labor Council, NGOs and the Peralta Community College District with an immediate emphasis on workforce development and hiring for construction and operational phases of the proposed development	
14.0	Developer shall submit all necessary and applicable zoning permit applications and other land use permit applications for the Project to the City's Planning Department for processing.	Within 200 days following the development of the Project Description suitable for environmental review.

EXHIBIT D
Schedule of Performance

No.	Task	Performance Time
15.0	Developer shall engage an Appraiser, acceptable to the Agency, to appraise the Fair Market Value of the Property.	Within 120 days of commencement of the Negotiation Period.
16.0	Developer shall obtain final appraisal from the Appraiser.	Prior to execution of the LDDA
17.0	For the purpose of Agency staff preparing a recommendation for the terms and conditions of a LDDA and Ground Lease, the Developer shall submit all necessary information, including but not limited to:	By the end of the Negotiation Period
17.1	Evidence of financing, including letters of intent and other commitments from lenders and equity partners, if any, to provide financing for the development of the Agency-approved Phase 1 of the Project	
17.2	An updated and refined Project development budget statement describing sources and uses of funds, a 20-year cash flow analysis, and an annotated operating budget for the industrial, commercial, and retail components of the Agency-approved Phase 1 of the Project to a level of detail reasonably acceptable to Agency.	
17.3	A final plan for workforce development	
17.4	With support from Agency staff, a Final Plan for the locations of Council-mandated operations, including the Produce Market, the Film Center, and JATC, as well as Pacific Coast Container.	
18.0	Developer shall obtain certification of CEQA Environmental Review Documents by the lead agency for the proposed Project.	By the end of the Negotiation Period as such Negotiation Period may be extended pursuant to this Agreement

CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS Schedule O

To be completed by City Representative prior to distribution to Contractor

City Representative _____ Phone _____ Project Spec No. _____

Department _____ Contract/Proposal Name _____

This is an Original Revised form (check one). If original, complete all that applies. If Revised, complete Contractor name and any changed data.

Contractor Name CALIFORNIA CAPINA GROUP Phone 510-288-8500

Street Address 300 FRENCHMAN PLAZA City OAKLAND State CA Zip 94612

Type of Submission (check one) Bid Proposal Qualification Amendment Agreement

Majority Owner (if any). A majority owner is a person or entity who owns more than 50% of the contracting firm or entity.

Individual or Business Name _____ Phone _____

Street Address _____ City _____ State _____ Zip _____

The undersigned Contractor's Representative acknowledges by his or her signature the following:

The Oakland Campaign Reform Act limits campaign contributions and prohibits contributions from contractors doing business with the City of Oakland and the Oakland Redevelopment Agency during specified time periods. Violators are subject to civil and criminal penalties.

I have read Oakland Municipal Code Chapter 3.12, including section 3.12.140, the contractor provisions of the Oakland Campaign Reform Act and certify that I/we have not knowingly, nor will I/we make contributions during the period specified in the Act

I understand that the contribution restrictions also apply to entities/persons affiliated with the contractor as indicated in the Oakland Municipal Code Chapter 3.12.080.

If there are any changes to the information on this form during the contribution-restricted time period, I will file an amended form with the City of Oakland.

Signature [Signature] Date 1/22/10

Print Name of Signer PHIL TRACMI Position MANAGING GENERAL PARTNER

To be Completed by City of Oakland after completion of the form

Date Received by City _____ By _____

Date Entered on Contractor Database _____ By _____

CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS Schedule O

To be completed by City Representative prior to distribution to Contractor

City Representative _____ Phone _____ Project Spec No. _____

Department _____ Contract Proposal Name _____

This is an Original Revised form (check one). If original, complete all that applies. If Revised, complete Contractor name and any changed data.

Contractor Name AUB PROPERTY ~~GROUP~~ LP. Phone 415 394 9000

Street Address PIER 1, BAY 1 City SAN FRANCISCO State CA Zip 94111

Type of Submission (check one) Bid Proposal Qualification Amendment AGREEMENT

Majority Owner (if any). A majority owner is a person or entity who owns more than 50% of the contracting firm or entity.

Individual or Business Name _____ Phone _____

Street Address _____ City _____ State _____ Zip _____

The undersigned Contractor's Representative acknowledges by his or her signature the following:

The Oakland Campaign Reform Act limits campaign contributions and prohibits contributions from contractors doing business with the City of Oakland and the Oakland Redevelopment Agency during specified time periods. Violators are subject to civil and criminal penalties.

I have read Oakland Municipal Code Chapter 3.12, including section 3.12.140, the contractor provisions of the Oakland Campaign Reform Act and certify that I/we have not knowingly, nor will I/we make contributions during the period specified in the Act

I understand that the contribution restrictions also apply to entities/persons affiliated with the contractor as indicated in the Oakland Municipal Code Chapter 3.12.080.

If there are any changes to the information on this form during the contribution-restricted time period, I will file an amended form with the City of Oakland.

[Signature] _____ Date 1/22/10

Signature _____ Date _____

DANIEL S. LETREN _____ VICE PRESIDENT

Print Name of Signer _____ Position _____

To be Completed by City of Oakland after completion of the form

Date Received by City: 1/22/10 By: _____

Date Entered on Contractor Database: 1/22/10 By: _____

ATTACHMENT C
FIRST AMENDMENT TO
EXCLUSIVE NEGOTIATING AGREEMENT
BETWEEN
THE OAKLAND REDEVELOPMENT AGENCY AND AMB/CCG

FIRST AMENDMENT TO THE EXCLUSIVE NEGOTIATING AGREEMENT
AMB Property, L.P./California Capital Group

This First Amendment to the Exclusive Negotiating Agreement between the Redevelopment Agency of the City of Oakland, and AMB Property, L.P./California Capital Group, dated for reference as of January 22, 2010 ("First Amendment") is made and entered into this 10th day of August 2010 ("Effective Date") by and between the REDEVELOPMENT AGENCY OF THE CITY OF OAKLAND, a community redevelopment agency organized and existing under the California Community Redevelopment Law (the "Agency"), and AMB PROPERTY, L.P., a Delaware limited partnership (AMB) and CALIFORNIA CAPITAL GROUP, a California general partnership (CCG) and their successor in interest (collectively, the "Developer") (together, Agency and Developer are referred to as the "Parties"), pursuant to Agency Resolution No. 2010-0090 C.M.S, adopted on July 20, 2010.

RECITALS

A. In January 2010, the Parties entered into an Exclusive Negotiating Agreement (Agreement) to explore the possibility of redeveloping a portion the former Oakland Army Base (the "Project"); and

B. New public utilities, streets, and other public infrastructure improvements are required to serve the Project; and

C. The estimated costs associated with constructing public infrastructure improvements for the Project (e.g., public utilities, streets and other public infrastructure improvements; herein called "horizontal development") currently is estimated as two-thirds of the total construction costs of the Project, with the remaining estimated one-third of costs attributable to the construction of buildings, other development structures, and related improvements (the "vertical development") for the Project; and

D. Although an Environmental Impact Statement (EIS) was prepared in 2001 under the National Environmental Policy Act (NEPA), and an Environmental Impact Report (EIR) was prepared in 2002 under the California Environmental Quality Act (CEQA) with Supplemental EIRs in 2006 and 2007, it is necessary to update NEPA and CEQA review for Project approval; and

E. The Agency's ability to attract federal funding for horizontal development of the Project depends on having the required NEPA review, which typically takes six to nine months, or more, to complete; and

F. The Agency wishes to expedite obtaining CEQA and NEPA clearance to advance horizontal development by, among other things, obtaining federal funds for the Project; and

G. The Agreement requires Developer to pay all costs of environmental compliance for the Project; and



H. The Parties now wish to amend the Agreement to provide that the Agency shall contract with a consultant to prepare required CEQA and NEPA documentation based on the Developer's submitted Project Description, and to allocate the costs thereof between the Agency and the Developer;

NOW THEREFORE, the Agreement is hereby amended as follows:

I. Schedule of Performance Item 6.0 is hereby deleted in its entirety and replaced with the following:

Task 6.0. Agency shall retain LSA Associates, Inc. ("LSA") to prepare environmental documentation required under CEQA and NEPA based on Developer's Project Description that will be provided to LSA, as determined by the City.

The contract with LSA shall be for an amount not-to-exceed \$360,000. Agency will pay LSA the entire negotiated contract amount. However, the Developer shall timely reimburse the Agency for one-third of the negotiated contract amount. Agency's contribution shall be capped and shall not exceed two-thirds of the total not-to-exceed \$360,000, for a maximum contribution of \$240,000. In addition, and without by way of limitation to its reimbursement obligation to the Agency described above, Developer shall be responsible for directly paying, at its sole cost and expense, all other costs of CEQA/NEPA review or other environmental related review required for the Project, including without limitation, 100% of LSA's work after the Agency's maximum contribution of \$240,000 has been reached.

Performance Time 6.0. Agency will execute a contract with LSA Associates within 30 days of execution of this First Amendment.

Developer shall reimburse Agency within 30 days after receiving invoices from the Agency of the work performed by LSA.

2. The Parties hereby agree that, except as amended by this First Amendment, all other terms, conditions, and provisions of the Agreement remain unchanged and in full force.

3. The persons signing this Agreement on behalf of Developer affirm that they are authorized to execute on Developer's behalf

[Signatures on following page]

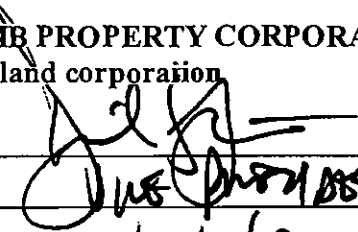


IN WITNESS WHEREOF, this First Amendment to the Exclusive Negotiating Agreement between the Redevelopment Agency of the City of Oakland and AMB Property, L.P. and California Capital Group has been executed by the Parties as of the date first written above.

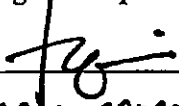
DEVELOPER:

AMB PROPERTY, L.P.,
a Delaware limited partnership

By: **AMB PROPERTY CORPORATION,**
a Maryland corporation

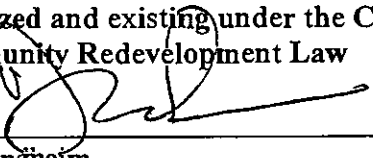
By: 
Its: President
Dated: 10.6.10

CALIFORNIA CAPITAL GROUP,
a California general partnership

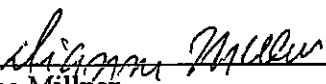
By: 
Its: Managing general partner
Dated: 10.6.10

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF OAKLAND, a community redevelopment agency organized and existing under the California Community Redevelopment Law

By: 
Dan Lindheim
Agency Administrator

Approved as to form and legality:

By: 
Dianne Millner
Agency Counsel

ATTACHMENT D**TERM SHEET****SECOND AMENDMENT TO ENA****March 15-2011****PURPOSE OF THE AMENDMENT**

This Second Amendment to the January 19, 2010, ENA between AMB/CCG (Developer) and the Redevelopment Agency of the City of Oakland for approximately 130 acres of the former Oakland Army Base (OAB) provides for the additional time required to complete the ongoing CEQA process and negotiate the final terms of an LDDA. It implements the steps necessary to proceed with the design of the infrastructure of the entire OAB. It approves the Developer's consultant team, budget, scope of services, and schedule; and it provides \$14,100,000 in Agency funding for that Developer's consultant team to do the needed infrastructure planning. It also extends the term of the ENA for one year, modifies the configuration of the area of the ENA, eliminates so of the formerly mandated uses, and provides for more property management cooperation during the infrastructure design phase. All other provisions of the ENA dated January 19, 2010, not specifically modified in the 2nd Amendment survive intact.

EXTENSION OF TERM

Extend the term until the earlier of the approval of an LDDA, the termination of this Agreement due a default or April 22, 2012. Should the entering into an LDDA be delayed due to a delay in the Agency's approval of necessary CEQA approvals, and the Developer not is otherwise in default, then this Agreement shall be extended until the CEQA issue is resolved and the parties can enter into an LDDA or April 22, 2013, whichever comes first. The ENA Exhibit D Schedule of Performance shall be revised to extend the dates of required completion by an additional year and to reflect those activities and requirements that have already been completed.

MASTER PLANNING AND INFRASTRUCTURE DESIGN AND FUNDING

It is the intent of the parties to work as a team, on a day to day basis, in the direction and preparation of the master planning and infrastructure design. Towards that end both parties commit to dedicate the staff and resources required to accomplish a design that is satisfactory to parties, the Port, and the many regulatory agencies that will have some jurisdiction over the project.

As called for in Item 5.0 of Exhibit D Schedule of Performance, the Developer has submitted and Agency staff has reviewed a proposed team, budget, scope of services, schedule, and sources of funding necessary for the preparation a master plan and infrastructure improvement documents that will enable the construction of the development.

A. Approval of the Development Team

Subject to subsequent modifications required as a result of mutually approved changes or as a result of necessary compliance with Agency, State, or federal funding requirements the development team as named in the RFQ response or the RFP response and as contained in Exhibit F Development Team has been reviewed in terms of qualifications and for consistency with Agency requirements and is approved

B. Approval of the Design Budget

Subject to subsequent modifications due to changes in the Scope of Work, approved change orders, regulatory requirements or other mutually agreed upon circumstances, the Master Planning and Infrastructure Design Budget, as represented in Exhibit G is approved. The Budget is based on a comprehensive approach to the OAB Infrastructure Master Plan and includes the planning for both the Agency and the Port portions of the OAB. Those portions of the Master plan which are solely Port-Oriented, specifically the Rail and 7th Street Overpass designs, are being performed pursuant to a Professional Services Agreement, attached to this Agreement as Exhibit K, the work of which is not to be begun until directed, in writing, to do so by Agency Staff Similarly, if directed by Agency staff, the Budget may be redirected away from the Port-oriented improvements to the planning of only the Agency portions of the OAB and those portions of the OAB, and adjacent areas required for infrastructure improvements to serve the Agency's portion of the OAB.

C. Approval of the Scope of Services

The Scope of Services to be performed in the Master Planning and Infrastructure Design, as represented in Exhibit H, is approved

D. Approval of the Schedule

The Schedule for the Master Planning and Infrastructure Design is represented in Exhibit I. The Agency and developer agree to work in good faith to cooperate in performing the work and coming to agreement in a manner consistent with the schedule. The parties agree that time is of the essence and that a substantial delay by either party in producing documentation and timely review and approvals may be deemed a basis for default. Appended to Exhibit I. is a matrix of the various third party regulatory agencies to which the final approval of the Master Plan and

Infrastructure will be subject. Both parties acknowledge that there may be delays as a result of the review and approvals of these third party agencies that may be beyond the control of either party and will not be deemed a basis for default. Both parties agree to the maximum extent possible to coordinate their efforts in working with the outside agencies.

E. Agency Funding of Master Planning and Infrastructure Design

1. The Agency has budgeted \$16.3 million into a Joint Infrastructure Development Fund (JIDF), which is intended to be expended in conjunction with the Port of Oakland pursuant to a Cost Sharing Agreement. Pursuant to Exhibit G of this Second Amendment to the ENA, the Master Planning and Infrastructure Design Budget it is currently estimated that \$14.1 million of the JIDF will be required to complete the work on the master plan and infrastructure design. The \$14.1 million is the amount estimated to position the development for the commencement of construction. The Agency authorizes the expenditure of \$14.1 million of the JIDF in conjunction with this Second Amendment to the ENA.
2. During the Term of this Agreement, subject to the mutual agreement of authorized Agency staff and the Developer, budget allocations can be moved from one approved line item in Exhibit G to another, but at no time can the Agency's obligation exceed, the lesser of consultant work authorized and completed or \$14.1 million, without the approval of the Agency. The Budget is based on a comprehensive approach to the OAB Infrastructure Master Plan and includes the planning for both the Agency and the Port portions of the OAB. The Port-oriented portions of the OAB, specifically the Rail and 7th Street Improvements will only precede if directed, in writing, to do so by Agency staff and the Port-oriented portions of the work will cease if so directed, in writing by the Agency staff.
3. Agency funding will be to reimburse the Developer's third party costs only. No Agency funds will be used to pay developer fees, markups, administrative, or personnel costs. Agency funds will only be paid as reimbursements to the Developer's third party consultant costs consistent with the approved Exhibits F., G. and H., as they may be adjusted or amended. The Agency and Developer agree to follow the submittal, review and approval, reimbursement, and resolution of disputes procedures as outlined in Exhibit J.
4. The Agency's funding obligation is limited to the infrastructure and grading development of the site including an application for a Tentative Map, the Final Subdivision Improvement Map, the Subdivision Improvements (public roadways, utility, and overall site grading) design criteria documents; and, in conjunction with the Port of Oakland pursuant to the Cost Sharing Agreement, the Rail and 7th street Improvements. The Developer shall be responsible for the cost of master planning of the vertical development aspects of the

project, including all buildings, all on-site improvements, including any on-site infrastructure improvements, other than rough grading, and any planning or building permit applications, including but not limited to a Specific Plan, a PD plan, design reviews, or building permits. Within 30 days of the execution of this Amendment, the Developer shall submit to Agency staff the consultant team, the scope, budget and schedule the Developer anticipates to use on its portion of the master planning and infrastructure design. To the extent there is any overlap of consultants, their contracts with those consultants shall be structured to clearly differentiate the work, costs, and invoicing for work that is the financial responsibility of the Agency and that which is the responsibility of the Developer.

5. The Developer shall prepare and present monthly status reports to Agency staff for review and approval and, if requested, the Developer shall present the quarterly status reports to the Agency Board. The status reports shall summarize the progress of the planning with respect to the approved scope, schedule and budget. The monthly status reports shall also include the contractual and workforce percentages achieved in compliance with the Agency's goals
6. In the event of a default by the Developer, that was not able to be resolved pursuant to the provisions of Section VI Disputes and Resolutions, the Agency shall in addition to any other remedy have the option of taking assignment of the contracts the Developer has entered into pursuant to Exhibit F.

REVISED ENA AREA AND COOPERATION REGARDING OTHER USERS

- A. The ENA area is revised to reflect Exhibit A, which adds the 15 acres in the Eastern Gateway area that had been previously excluded and tentatively deletes an estimated (?) acres of Central Gateway parcel G-2E.
- B. Up to 15 acres of the revised ENA area may need to be used for Truck Parking and Ancillary Uses in a location to be determined in the master planning process.
- C. Developer will cooperate with the Agency and with any other developer selected by the Agency to develop a Truck Operation in the master planning and development process.
- D. Developer acknowledges that the Agency has been approached by Caltrans regarding acquisition of a portion of the Central Gateway parcel G-2E for relocation of its Maintenance facility and agrees that any land contracted for by Caltrans is not subject to this ENA.
- E. Developer acknowledges that a regional Gateway Park is being planned by multiple agencies that will impact infrastructure and several development parcels within the ENA

area. The Developer agrees to cooperate with the Agency, in the master planning of the OAB, with respect to the Gateway Park planning process, in a manner that is mutually beneficial to both parties.

ELIMINATE CERTAIN PREVIOUSLY MANDATED USES

The Agency and Developer hereby eliminate the requirement to accommodate certain specific uses as a part of the development, specifically the Produce Market, and the Film center.

COORDINATION AGREEMENT

A. **Interagency Coordination**

The Developer and Agency agree that neither party shall conduct discussions or negotiations with any third party agency or business without notifying the other party, as soon as practical, and affording the other party the opportunity to comment on any communication and to participate in any meetings. In the event that in the ordinary course of work the Agency, the Developer, or any of their respective consultants, meets with a third party business or agency, without the participation of the other party, then the party that has any such contact shall provide the other party minutes and records of such meetings, within 2 days of the meeting.

B. **Property Management Coordination.**

The parties agree that the Agency will continue to have responsibility for management of the Property and that it is in the interests of both parties that the Agency strives to maximize revenue from its operation of the Property. The Agency agrees to notify the Developer regarding any activity that could impact the Developer's rights and responsibilities under this Second Amendment to the ENA. This obligation will, at a minimum, extend to all leasing activities, all import, export or management of on-site soil and recycled products, all ongoing maintenance, all demolitions, all environmental activities, even those underway or planned as a part of the ongoing RAP/RMP. The Agency will, having given notice of a pending activity, give the Developer 5 business days to respond. The Developer's response shall clearly state either its concurrence with the proposed activity or its request that the parties meet and confer regarding the planned or pending activity. Should the Developer not respond, within 5 days, the Agency shall take the lack of a response as concurrence with the planned or pending activity? Should the parties meet and confer and not come to agreement regarding the planned activity

"Some terms subject to further negotiation with Developer; Negotiations will be finalized before staff brings final form of SAENA to Agency Board for approval."

EXHIBIT D

SCHEDULE OF PERFORMANCE

DRAFT VERSION 3-17-11

[NOTE: THIS DRAFT HAS NOT BEEN REVIEWED BY AGENCY SENIOR MANAGEMENT OR THE CITY ATTORNEY. IT IS PRESENTED ONLY TO RE-INITIATE DISCUSSION ON A NEW ORIENTATION TO THE WORK PLAN BETWEEN THE AGENCY, DEVELOPER, AND PORT]

The Parties shall make all reasonable efforts to perform the following activities during the Negotiation Period and within the time periods set forth herein below to the extent permitted by the schedule. All initial capitalized terms will have the same meaning as in the Exclusive Negotiating Agreement. The performance time shall commence at the approval of the Second Amendment to the Exclusive Negotiating Agreement.

No.	Task	Performance Time	Performance Status
1.0	Developer (including its members, partners and other entities holding an equity interest in Developer) shall execute and deliver Exhibit E (Campaign Contribution Limits Form) to Agency.	Concurrently with execution of ENA	Completed
2.0	Prior to the Execution of the ENA, the Developer worked with the Port and the Agency to establish the baseline for the Trade Corridors Improvement Funds bond allocation, which now includes potential state and federal funding for projects within the East and Central Gateway Areas.	Completed	Completed
2.0 (b)	Developer shall work with the Port and the Agency to seek and apply for federal funding for projects within the East and Central Gateway Areas.	Prior to and following the effective date of the ENA.	On-going
2.1	Developer shall provide Agency with updates of the Conceptual Infrastructure Development Plan on a regular basis until Developer submits to Agency a Final Infrastructure Development Plan.	Throughout ENA period and within 15 days following any substantial modifications of the Plan.	On-going Official Updates: 10/6/2009 10/29/2009 10/31/2009 12/7/2009 1/28/2010 3/1/2010 3/24/2010 4/15/2010 6/11/2010 7/7/2010

			9/16/2010 10/15/2010 11/15/2010
2.2	Should the Conceptual Infrastructure or Project plans omit the 15-acre OMSS site from its currently approved location in the East Gateway Area, Developer will submit a proposal for negotiating an alternative location that will allow continuity from this day forward of alternative truck parking on the Army Base.	Within 60 days of execution of ENA.	Completed
2.3	Developer shall work with the Agency and its designated truck facility developer in the planning of a new location for up to 15 acres of truck parking and ancillary support services within its ENA Area.	Prior to and following the effective date of the ENA.	On-going
3.0	Agency shall provide Developer all existing environmental, geological, engineering and other reports, contracts for services, and infrastructure design plans within the Agency's possession, including and not limited to documents procured under OBRA and stored offsite or known, or control pertaining to the Property, subject to Section 13 of the Agreement.	Prior to and following the effective date of the ENA.	Completed
3.1	Agency and Port shall develop a preliminary cost sharing agreement consistent with the existing MOA and TCIF Project.	90 days following the effective date of the ENA.	On-going
4.0	Developer shall submit to Agency: A written statement detailing the status of any current or pending legal matters that might have a material impact on the planning, development or implementation of the Project. Developer shall provide Agency copies of any litigation documents or filings in connection with such litigation within five (5) calendar days of Agency's written request. Should any legal matter that might have a material impact on the planning, development or implementation of the Project arise during the Negotiation Period, Developer shall be obligated to disclose that information to Agency staff in writing within five (5) business days after Developer or its partners become aware of such legal matter.	Within 45 days of commencement of the Negotiation Period	Completed

4.1	Developer shall submit to Agency: An organizational chart of the Developer Team.	Within 45 days of commencement of the Negotiation Period	Completed
4.2	Developer shall submit to Agency: A detailed written legal structure of the proposed development team in a form that reasonably satisfies Agency. This submission shall include a written description of the specific and general roles, responsibilities, and obligations of Developer, Developer's members or partners, and any other entity participating in the legal entity established by Developer for purposes of developing the Project. The written description of roles, responsibilities, and obligations shall identify the principals and other personnel, to the extent identified, from each participating party by name, title or position, and areas of responsibility within the development entity.	Within 120 days of commencement of the ENA	Completed
4.3	All documents related to Developer's corporate, LLC, or partnership status, and the status of its members or partners, including but not limited to articles of incorporation, by-laws, partnership agreements, operating agreements, joint venture agreements, lists of members of board of directors, and proof of good legal standing.	Prior to execution of the LDDA	
4.4	The finding schedule for the entity to be formed under the Joint Venture demonstrating the capitalization of the venture during the ENA.	Within 120 days of commencement of the ENA	Completed
5.0	Developer shall submit to Agency a written proposal of additional geological, engineering or other studies and/or design required for the development of an infrastructure plan for the Property.	Within 90 days of commencement of the ENA	Completed. See Exhibit H
5.1	Developer shall submit to Agency written cost estimates for each of the geological, engineering and other studies and/or design required for development of an infrastructure plan for the Property.	Within 90 days of commencement of the ENA	Completed. See Exhibit G

5.2	Developer shall submit to Agency schedules for each of the geological, engineering and other studies and/or design required for development of an infrastructure plan for the Property.	Within 90 days of commencement of the ENA	Completed. See Exhibit I
5.3	Agency shall approve and appropriate funds for each of the geological, engineering and other studies and/or design required for development of an infrastructure plan for the Property and reimburse the Developer's third-part costs per the Payment Procedures outlined in Exhibit J.	Within 15 days of the submittal of the Developer's proposal	
6.0	<p>Developer shall retain environmental and professional design consultants, if necessary, to prepare an environmental site assessment and all necessary environmental documentation required to conduct environmental review under the California Environmental Quality Act (CEQA) for the Project.</p> <p>Agency has the option of contracting directly with CEQA consultants and requiring Developer to pay their fees. Except as otherwise specifically provided for below, all environmental documents shall be prepared within the time periods required by CEQA.</p>	<p>Within 60 days of commencement of the Negotiation Period, the City, in its sole discretion, shall determine the best approach for obtaining CEQA and NEPA clearance to expedite development, subject to consultation with the Developer.</p>	<p>Amended by Amendment 1.</p> <p>Environmental and professional design consultants retained by Agency.</p> <p>Environmental review on-going.</p>
7.0	Developer shall submit conceptual plans and options for the location, configuration, scale, and relationship of the proposed rail and other infrastructure improvements to be developed in connection with the development of the Property, buildings and other improvements, circulation, and Project phasing.	Within 240 days of commencement of the Negotiation Period.	Completed

8.0	Developer shall hold at least one public meeting in the community to present its proposed Development Plan for the construction of the Project. Developer shall hold up to three such additional community meetings as reasonably required by the City and Agency and Developer shall be given a minimum of 15 days written notice of the same [Agency recognizes that Developer has already participated in many community and stakeholder meetings and has agreed to work with the Agency in developing a community benefits agreement].	Within 135 days of commencement of the Negotiation Period	36 Meetings Completed to Date
9.0	Developer shall develop a Project Description that is suitable for review under the California Environmental Quality Act (CEQA) as determined by the City of Oakland.	Within 60 days of commencement of the Negotiation Period	Completed
10.0	Developer shall obtain authorization to proceed with environmental review of the Project Description from the Deputy Director of Redevelopment.	Within 165 days of commencement of the Negotiation Period	Completed
11.0	Agency shall submit an "Application for Environmental Review" to the City Planning Department for the development of the Property.	Within 15 days from approval of Project Description by Agency.	Completed
12.0	Developer shall submit to Agency: A detailed feasibility study of the potential reuse of existing warehouse structures (and/or salvage and reuse of building materials) as part of the Project.	Prior to execution of the LDDA.	
12.1	Developer shall submit to Agency: A plan for site preparation that addresses: deconstruction of existing warehouse structures (if applicable), environmental remediation, installation of utilities and other infrastructure, and other site preparation.	Consistent with the schedule included as Exhibit I	
13.0	Developer shall submit to Agency: Detailed and itemized pro formas that are linked to the schedule for construction and lease-up of Phase 1 of the Project. The pro formas shall include a Project development budget, a	Prior to execution of the LDDA	

	statement describing the sources and uses of funds, a 20-year cash flow analysis, and an annotated operating budget to a level of detail reasonably acceptable to Agency.		
13.1	Developer shall submit to Agency: A detailed development schedule for construction of Phase 1 of the Project, which shall include construction and absorption of the Project's Phase 1 industrial, commercial, and retail spaces.	Prior to execution of the LDDA	
13.2	Developer shall submit to Agency: A preliminary Community Benefits funding plan developed after consulting with the Agency, the Alameda County Central Labor Council, NGOs and the Peralta Community College District, with an immediate emphasis on workforce development and hiring for construction and operational phases of the proposed development.	Within 240 days of commencement of the Negotiation Period	Completed
13.3	Agency and the Developer shall negotiate a Community Benefits Agreement, to be part of the LDDA, which includes an immediate emphasis on workforce development and hiring for construction and operational phases of the proposed development.	Prior to execution of LDDA	
14.0	Developer shall submit all necessary and applicable zoning permit applications and other land use permit applications for the Vertical Project to the City's Planning Department for processing.	Consistent with the schedule included as Exhibit I	
15.0	Developer shall engage an Appraiser, acceptable to the Agency, to appraise the Fair Market Value of the Property.	Within 120 days of commencement of the Negotiation Period.	Proposal Submitted 6/1/2010, Awaiting Agency Approval
16.0	Developer shall obtain final appraisal from the Appraiser.	Prior to execution of the LDDA	
17.0	For the purpose of Agency staff preparing a recommendation for the terms and conditions of a LDDA and Ground Lease, the Developer shall submit all necessary information, including but not limited to:	By the end of the Negotiation Period	Completed

17.1	Evidence of financing, including letters of intent and other commitments from lenders and equity partners, if any, to provide financing for the development of the Agency-approved Phase 1 of the Project.	By the end of the Negotiation Period	Completed
17.2	An updated and refined Project development budget statement describing sources and uses of funds, a 20-year cash flow analysis, and an annotated operating budget for the industrial, commercial, and retail components of the Agency-approved Phase 1 of the Project to a level of detail reasonably acceptable to Agency. Evidence of financing, including letters of intent and other commitments from lenders and equity partners, if any, to provide financing for the development of the Agency-approved Phase 1 of the Project.	By the end of the Negotiation Period	Completed

Exhibit F

Proposed OAB Master Planning, Design Work, and Regulatory Approval Team

Proposed OAB Master Planning, Design Work, and Regulatory Approval Team		<u>LBE</u>	<u>SLBE</u>	<u>MBE</u>	<u>WBE</u>
Program					
Architectural Dimensions	Program Management	X	X		
Turner Construction	Program Team Administration	X			
Acumen Building Enterprise, Inc	Scheduling	X	X	X	
Design					
AECOM	Master Electrical System Planning	X			
Acumen Building Enterprise, Inc	Master Electrical System Planning	X	X	X	
Tucker Technology	Master Electrical System Planning	X	X	X	
BKF Engineers	Structural Engineering	X			
McLarand Vasquez Emsiek & Partners	Planning Design Services	X		X	
First American Title Company	Title Work				
Berlogar Geotechnical Consultants	Geotechnical Work				
BKF Engineers	Road Planning	X			
Jacobs Engineering Group, Inc.	7th Street Design	X			
BKF Engineers	7th Street Structural Peer Review	X			
BKF Engineers	Traffic Planning	X			
Industrial Railways Company	Rail Design				
AECOM	Rail Design Peer Review	X			
Kennedy/Jenks Consultants	Utilities Planning	X			
PGAdesign Inc	Landscape Design	X	X		X
Ruggeri-Jensen-Azar	Survey and Parcel Map				
Ruggeri-Jensen-Azar	Grading and Drainage				
Contractors					
Top Grade Construction	Pre Construction				
Flatiron West Inc	7th Pre Construction				
Admin					
Law Office of Mark Stice	Legal Services	X	X		
Finlayson/Williams Adiey	Accounting/Audit	X	X	X	
		68.42%	21.22%	10.92%	2.81%

<u>On-Call Contracts</u>	<u>LBE</u>	<u>SLBE</u>	<u>MBE</u>	<u>WBE</u>
TransSystems	X			
HDR Engineering, Inc.				
URS Corporation	X			
Treadwell Rollo	X			
Dahlin Group				
MACTEC Engineering and Consulting, Inc.	X			
Innovative and Creative Environmental Solutions *				
Northgate Environmental Management Inc.*	X			

* -- Environmental costs not included in the \$14.1 million budget

Exhibit G

OAB Master Planning, Design Work, and Regulatory Approval Budget

Surveys, Mapping, and Planning	\$2,541,888	
Demolition Planning	\$112,142	
Soils/Grading/Materials Handling	\$2,048,462	
Power Grid/Telecom Planning	\$1,495,228	
Rail Yard Design*	\$598,091	
7th Street Design*	\$3,252,121	
Public Roads & Utilities Planning	<u>\$4,052,068</u>	
	\$14,100,000	TOTAL

*Port-oriented projects

Note: Necessary environmental remediation activities not included in the \$14.1 million budget

Exhibit H

Proposed OAB Master Planning, Design Work, and Regulatory Approval Scope

Program Management and Team Building

The program management team members will ensure coordination of the consultants' efforts to produce the deliverables required for the approval of an infrastructure master plan and design bridging documents. The program management team will also include legal support and auditors to ensure compliance with local, state, and federal reporting requirements.

Surveys, Mapping, and Planning

In addition to the coordination of the necessary title work, the planning team will undertake the surveys and mapping necessary for the characterization of the property and the creation of a tentative map and specific plan.

Demolition of Existing Buildings, Wharf

The demolition team will conduct a structural assessment of the existing buildings and a plan for their deconstruction. They will produce plans for the temporary relocation of existing tenants, the preservation of historic elements, the environmental characterization of the materials, and the deconstruction of the buildings are necessary. Also performed will be a structural assessment of the existing wharf in the West Gateway, and, if necessary, the creation of a plan for its deconstruction.

Materials Handling (Import and Surcharging, Rough Grading)

The materials handling consultants will monitor the importing and surcharging of soil, necessary to avoid differential settlement issues, and develop associated handling procedures and a SWPP Plan, as well as investigate other potential remedies for the soil issues on the site. After the surcharging program, the sites will be rough-graded to the appropriate level determined by the soils team.

Power Grid

Future Port developments, including Shore Power and the electrification of the Outer Harbor Marine Terminal, will require study and coordination with the OAB power grid. It is also a goal of the City, Port, and Developer to make the development a green, sustainable project. The consultants will study how to address these issues in coordination with the vertical development team.

Rail Yard and Marine Terminal Connection

An independent rail yard will be the centerpiece of the Outer Harbor Intermodal Terminal horizontal infrastructure program. This yard and its connection to the Outer Harbor marine terminals will enable the future expansion of the Port of Oakland to become a "first call" port. The rail yard consultants will explore design alternatives for the proposed rail yard to ensure the efficient use of space and the maximization of revenue. Coordination of the rail yard plans with the vertical development will be a key component of their efforts.

7th Street Grade Separation

It is proposed that 7th Street be elevated above the rail lines to allow future connection of the OHIT independent rail yard to the existing rail facilities. This will improve traffic flow within the Port, enhance air quality, and separate pedestrians and bicyclists heading to Middle Harbor Shoreline Park from the Port truck traffic. The \$3.4 million prescribed during this phase for the 7th Street project should provide a level of planning necessary to coordinate its development with the proposed OAB improvements and attract federal funding to finish the design.

Roads and Utilities

Maritime Street and Burma Road are in need of replacement, and the existing utility systems across the base are failing. Replacing and realigning the roads will allow for better traffic flow within the Port, enable the upgrading of the utility systems underneath, and provide access to the future Gateway Park. New utility systems that meet current green standards and can handle the proposed density of the new development are necessary. The consultants will determine the best roadway and utility corridor alignments and designs to meet these goals.

EXHIBIT I: OAKLAND ARMY BASE PROPOSED DELIVERY SCHEDULE 3/14/11

ID	Task Name	Duration	Start	Finish	Timeline											
					2011	2012				2013				2014		
1	TOTAL HORIZONTAL PROJECT	1450 days	Tue 4/5/11	Thu 4/23/15	4/3											
2	CITY ENA APPROVAL	0 days	Tue 4/5/11	Tue 4/5/11	4/5											
3	CITY ENA DURATION	365 days	Tue 4/5/11	Tue 4/3/12	4/5 - 4/3											
4	CITY ENA EXTENSION	180 days	Wed 4/4/12	Sun 9/30/12	4/4 - 9/30											
5	LDDA	150 days	Mon 1/30/12	Fri 7/27/12	1/30 - 7/27											
6	DROP DEAD TO START CONSTRUCTION FOR TCIF	0 days	Tue 10/15/13	Tue 10/15/13	10/15											
7	DROP DEAD to USE UP CHUBB MONEY	0 days	Wed 8/7/13	Wed 8/7/13	8/7											
8	LAUNCH TEAM CONTRACTS	30 days	Tue 4/5/11	Wed 5/4/11	4/5 - 5/4											
9	MANAGEMENT OF PROJECT	1450 days	Wed 5/4/11	Thu 4/23/15	5/4 - 4/23											
10	PLANNING DESIGN SERVICES	420 days	Wed 5/4/11	Wed 6/27/12	5/4 - 6/27											
11	Key Dates	420 days	Wed 5/4/11	Wed 6/27/12	5/4 - 6/27											
16	PARCEL MAP	420 days	Thu 5/5/11	Wed 6/27/12	5/5 - 6/27											
22	SPECIFIC PLAN	240 days	Tue 11/1/11	Wed 6/27/12	11/1 - 6/27											
26	EIR RATIFICATION	270 days	Thu 5/5/11	Sun 1/29/12	5/5 - 1/29											
30	VERTICAL PLAN	420 days	Thu 5/5/11	Wed 6/27/12	5/5 - 6/27											
35	INFRASTRUCTURE PLAN	420 days	Thu 5/5/11	Wed 6/27/12	5/5 - 6/27											
43	HOT HORIZONTAL PROJECTS	1210 days	Thu 5/5/11	Tue 8/26/14	5/5 - 8/26											
44	Remediation Project	800 days	Thu 5/5/11	Fri 7/12/13	5/5 - 7/12											
45	ONGOING RAP/RMP Remediation	800 days	Thu 5/5/11	Fri 7/12/13	5/5 - 7/12											
46	Pursuit of Unfound HazMat	510 days	Thu 5/5/11	Tue 9/25/12	5/5 - 9/25											
54	Construction	700 days	Wed 9/26/12	Tue 8/26/14	9/26 - 8/26											

Project 3.14.11 ENA Exhibit I
Date: Mar 3/14/11

Task Milestone External Tasks

Split Summary External Milestone

Progress Project Summary Deadline

This schedule represents a series of concurrent tasks that may affect the start and completion dates of the project. It is not final but is intended to reflect the logic and general flow of a sampling of key milestone tasks.

EXHIBIT I: OAKLAND ARMY BASE PROPOSED DELIVERY SCHEDULE 3/14/11

ID	Task Name	Duration	Start	Finish	2011					2012					2013					2014					2015				
					tr	tr	tr	tr	tr	tr	tr	tr	tr	tr	tr	tr	tr	tr	tr	tr	tr	tr	tr	tr	tr	tr	tr	tr	tr
55	Soils/Grading/Materials Handling	330 days	Thu 5/5/11	Thu 3/29/12	5/5					3/29																			
61	Construction	700 days	Fri 3/30/12	Thu 2/27/14						3/30					2/27														
62	Demolition of Warehouses	360 days	Thu 5/5/11	Sat 4/28/12	5/5					4/28																			
69	Construction	180 days	Sun 4/29/12	Thu 10/25/12						4/29					10/25														
70	HORIZONTAL PROJECTS	1450 days	Thu 5/5/11	Thu 4/23/15	5/5															4/23									
71	Power Grid	965 days	Thu 5/5/11	Tue 12/24/13	5/5															12/24									
72	HORIZONTAL TEAM	450 days	Thu 5/5/11	Fri 7/27/12	5/5					7/27																			
75	DESIGN/BUILD PROCESS	315 days	Sat 7/28/12	Fri 6/7/13						7/28					7/28														
80	Construction	200 days	Sat 6/8/13	Tue 12/24/13											6/8					12/24									
81	Railyard	956 days	Thu 5/5/11	Sun 12/15/13	5/5															12/15									
82	HORIZONTAL TEAM	480 days	Thu 5/5/11	Sun 8/26/12	5/5					8/26																			
85	DESIGN/BUILD PROCESS	276 days	Mon 8/27/12	Wed 5/29/13						8/27					5/29														
90	Construction	200 days	Thu 5/30/13	Sun 12/15/13											5/30					12/15									
91	7th Street	1450 days	Thu 5/5/11	Thu 4/23/15	5/5															4/23									
92	HORIZONTAL TEAM	540 days	Thu 5/5/11	Thu 10/25/12	5/5					10/25																			
95	DESIGN/BUILD PROCESS	510 days	Fri 10/26/12	Wed 3/19/14						10/26					3/19														
100	Construction	400 days	Thu 3/20/14	Thu 4/23/15											3/20					4/23									
101	Roads	1121 days	Thu 5/5/11	Thu 5/29/14	5/5															5/29									
102	HORIZONTAL TEAM	480 days	Thu 5/5/11	Sun 8/26/12	5/5					8/26																			
105	DESIGN/BUILD PROCESS	276 days	Mon 8/27/12	Wed 5/29/13						8/27					5/29														
110	Construction	365 days	Thu 5/30/13	Thu 5/29/14											5/30					5/29									

Project: 3.14.11 ENA Exhibit I Date: Mon 3/14/11	Task		Milestone		External Tasks	
	Split		Summary		External Milestone	
	Progress		Project Summary		Deadline	

This schedule represents a series of concurrent tasks that may affect the start and completion dates of the project. It is not final but is intended to reflect the logic and general flow of a sampling of key milestone tasks.

EXHIBIT J

OAB/ENA Phase II Payment Procedures

1. Acceptance of Cash Flow Budget

Within fifteen (15) calendar days of the execution of the extension of the ENA, Developer shall provide the ORA/City the following:

- i. An initial projected monthly payment schedule and work schedule, generally consistent with the approved ENA Budget and Schedule, shall be submitted for the ORA/City Staff for its review and written approval.

Within sixty (60) calendar days of the execution of the extension of the ENA, Developer shall provide the ORA/City the following:

- i. A final projected monthly payment schedule and work schedule, generally consistent with the ENA Budget, Scope, and Schedule shall be submitted to the ORA/City Staff for its review and written approval.

Note: Proposed invoicing schedule:

- a. Consultants submit invoices on contracts to CCG no later than the 5th day of each month;
- b. CCG has fifteen (15) working days to approve/dispute in writing;
- c. CCG pay subcontractor on undisputed invoices (or undisputed portion thereof) within twenty (20) business days of date of approval/deemed approval;
- d. CCG submits approved invoices to City no later than the 25th day of each month;
- e. City has fifteen (15) working days to approve/dispute in writing;
- f. City pays CCG on undisputed invoices (or undisputed portion thereof) within twenty (20) business days of date of approval/deemed approval.

2. Initial acceptance of Vendor and Scope

Within thirty (30) calendar days of the execution of the extension of the ENA, Developer shall provide the ORA/City the following:

- i. Copy of proposed Vendor contract (in a form previously approved by ORA/City) inclusive of scope and schedule
- ii. Copy of Vendor City business license
- iii. Copy of Certificate of Insurance from Vendor confirming required insurance and naming ORA/City and CCG as additional insureds on the Commercial General Liability policies only
- iv. Vendor's Tax ID info
- v. CCG's Notice compliance with Federal contracting procedures
- vi. Vendor's Statement and declaration of conflict of interest
- vii. Proof of CCG's compliance local hire business requirements

3. Performance Schedule

- i. The overall coordinated performance schedule shall be concluded within Fifteen (15) calendar days of the acceptance, approval, and execution of all of the Vendor contracts in 2.1 and shall be submitted to ORA/City Staff for its review and approval.

4. Approval of Contract Modifications

- i. Upon satisfaction of Section 5(ii) below, CCG may without the Agency's prior consent amend a Vendor Contract to increase the Contract Price paid there under by an amount not to exceed \$24,999 per Vendor Contract. Any change order or combination of change orders to any Vendor cannot exceed \$24,999 without the written consent of ORA/City Staff. The Agency shall not unreasonably withhold its consent to CCG's request to amend a Vendor Contract. CCG shall have the right to request such consent at the weekly meetings and ORA/City Staff shall have five (5) business days to review and approve in writing any such request. The Budget shall be revised monthly to reflect all changes to Vendor Contracts and the impact of that changes on a line item contingency or the Contingency.

5. Payment Procedure

Monthly the Developer shall:

- i. Collect Invoices from Vendors by the 5th calendar day of the month
- ii. Approve/dispute such invoices by the 15th working day after receipt thereof
- iii. Submit undisputed invoices (or portions thereof) to the City by the 25th day of each month. Such invoices shall be accompanied by all items required by the Vendor Contract [Payment Request Sheet, lien waivers from Vendor and sub-consultants, local hire compliance (if applicable), evidence of required insurance (initial invoices only), and W-9 w/ tax ID (initial invoice only)], CCG's certification that it has approved the prior work (if applicable) and the requested percentage completion and copy of project checking account register.
- iv. Provide any Record(s) of Negotiation for any changes from previously agreed contracts (see 4.1)
- v. Review the submittal with the Agency representative at the next weekly meeting

DRAFT

- vi. Pay Vendors for the full amount of undisputed invoices (or undisputed portions thereof) within 20 working days after approval/deemed approval

The Agency shall:

- i. Approve/dispute submittal within fifteen (15) working days after receipt thereof
- ii. Submit request to ORA/City for payment to CCG for the full amount of undisputed invoices (or undisputed portions thereof) within five (5) working days after approval/deemed approval
- iii. The ORA/City shall process the submitted request for payment in accordance with its established policies in Chapter 2.06 of the Oakland Municipal Code

Exhibit K

Professional Services Agreement for Master Planning, Design Work, and Regulatory Approval of
Port-Oriented Projects

FILED
OFFICE OF THE CITY CLERK
OAKLAND

OAKLAND CITY COUNCIL

D. Miller
City Attorney

RESOLUTION No. _____ C.M.S.
2011 MAR 17 PM 5:35

RESOLUTION AUTHORIZING:

(1) THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE AN EXCLUSIVE NEGOTIATING AGREEMENT BETWEEN THE CITY OF OAKLAND AND AMB PROPERTY CORPORATION/CALIFORNIA CAPITAL GROUP (AMC/CCG) FOR A DEVELOPMENT ON THE FORMER OAKLAND ARMY BASE WITHOUT RETURNING TO CITY COUNCIL; AND

(2) A WAIVER OF THE ADVERTISING AND REQUEST FOR PROPOSAL/QUALIFICATIONS PROCESS AND AN AWARD OF THE PLANNING AND DESIGN OF INFRASTRUCTURE IMPROVEMENTS FOR THE PORT-ORIENTED RAILYARD AND 7TH STREET OVERPASS WORK, IN AN AMOUNT NOT-TO-EXCEED \$3,850,212, TO AMB/CCG

WHEREAS, the Redevelopment Agency of the City of Oakland (“Agency”) owns parcels of the former Oakland Army Base (“Base”); and

WHEREAS, the City of Oakland (“City”) may assume ownership of the Agency’s Base properties, including the assumption of assets and liabilities associated with the economic redevelopment of the property; and

WHEREAS, the Agency adopted Resolution 2010-0088 C.M.S, authorizing the establishment of the Army Base Joint Infrastructure Development Fund in the initial amount of \$16,300,000 specifically for the development of infrastructure on the Base; and

WHEREAS, the Agency has been awarded a \$2,000,000 TIGER II grant from the U.S. Department of Transportation, \$1,600,000 of which will go directly towards infrastructure planning and design for the Base, with a match requirement of up to \$3,010,000; and

WHEREAS, the Oakland Army Base Reuse Plan and 2002 Environmental Impact Report document the need to install all new public-utilities and streets to serve new development of the former Oakland Army Base; and

WHEREAS, the Request for Proposals issued by the Agency that subsequently led to the selection of AMB Property Corporation/California Capital Group (AMB/CCG) clearly articulated the expectation that the master developer would be responsible for all aspects of the development of the Army Base site including site planning, engineering, and other pre-development activities; and

WHEREAS, on January 19, 2009, the Agency executed an Exclusive Negotiating Agreement (ENA) with AMB/CCG for the potential redevelopment of a portion of the former Army Base identified as the Gateway Development Area and which included all of the Central and West Gateway Areas and part of the East Gateway Area; and

WHEREAS, extensive planning and design work for areas outside the ENA Development

Area is required for the planning and design of the ENA Development Area; and

WHEREAS, the infrastructure improvements for the Port-oriented Railyard and 7th Street Overpass are not essential to the planning and design of the ENA Development Area but are necessary to preserve the \$242,000,000 in Trade Corridor Improvement Funds (TCIF) which were awarded to the Port of Oakland but may be lost if the Railyard and the 7th Street Overpass are not designed in a timely manner; and

WHEREAS, the Amended and Restated Memorandum of Agreement between the Agency and the Port contemplates a unified approach to the design of the Army Base; and

WHEREAS, the Cost Sharing Agreement pending between the Agency and the Port calls for the Agency to invest \$14.1 million toward the design of the entire Army Base, including the Railyard and the 7th Street Overpass, in exchange for the Port supporting a \$62,000,000 allocation of the TCIF award for infrastructure development in the Agency-owned portion of the Base; and

WHEREAS, planning and design work that is not essential to the ENA Development Area should be awarded pursuant to the City's purchasing processes – advertising and request for proposal/qualifications requirements, unless the City Council determines that it is in the City's best interests to waive such these processes; and

WHEREAS, the ENA required AMB/CCG to propose a Development Team, Scope, Schedule, and Budget for the planning and design work required for the construction of infrastructure, public utilities, and public streets on the former Army Base; and

WHEREAS, AMB/CCG has submitted the required proposal that includes a Budget of \$14,100,000 for master planning public infrastructure improvements for the former Army Base; and

WHEREAS, the Budget includes \$3,850,212 for the planning and design of infrastructure improvements for the Port-oriented Railyard and the 7th Street Overpass; and

WHEREAS, Joint Infrastructure Development Fund (9572), Infrastructure Master Plan Project (S415820) is currently used as the source of TIGER II match funding; and

WHEREAS, AMB/CCG's proposed Development Team is ready to begin preparing infrastructure planning and design documents for the Army Base and use of this Development Team is the surest and most timely way to accomplish the work and meet state and federal funding deadlines; and

WHEREAS, Oakland Municipal Code section 2.04.051.B authorizes the City Council to dispense with advertising and the request for proposal/qualifications process to secure planning and design services upon a finding that it is in the City's best interests to do so; and

WHEREAS, staff recommends that it is in the City's best interests to waive the advertising and request for proposal/qualifications process for the planning and design of infrastructure improvements for the Port-oriented Railyard and 7th Street Overpass work because the work will help the Port preserve its TCIF award and secure for the Agency a \$62,000,000 allocation of the award; and

WHEREAS, the City Administrator has determined that the Port planning and design work awarded hereunder is of a professional, scientific or technical and temporary nature and shall not result in the loss of employment or salary by any person having permanent status in the competitive

service; now therefore be it

RESOLVED: That the City Administrator is authorized to negotiate and execute an Exclusive Negotiating Agreement with AMB/CCG for a development on the Base on the same general terms as the ENA and the terms of a proposed Second Amendment to the ENA, as described in the Agenda Report for this item, without returning to City Council; and be it

FURTHER RESOLVED: That the City ENA shall provide for: (A) reimbursement to AMB/CCG's third-party consultant costs up to a maximum amount of \$14,100,000 for the planning and design work for the Base's Infrastructure, Public Utilities, and Public Streets, and (B) approval of AMB/CCG's Proposal for a Development Team, Scope of Work, Budget, and Schedule for the Planning and Design Work; and be it

FURTHER RESOLVED: That up to \$14,100,000 will come from following sources and may be appropriated into new Projects to be established as necessary:

- \$9,490,000 from the Joint Infrastructure Development Fund (9572), Oakland Army Base Organization (88679), Army Base Joint Infrastructure Development Project (S415810)
- \$3,010,000 from the Joint Infrastructure Development Fund (9572), Oakland Army Base Organization (88679), Infrastructure Master Plan Project (S415820)
- \$1,600,000 from OBRA Federal and State Grant Fund (9577), Oakland Army Base Organization (88679), Infrastructure Master Plan Project (S433810)

and be it

FURTHER RESOLVED: That the City shall appropriate and allocate up to \$3,010,000 in Army Base Redevelopment Area Tax funds (9570) over the course of FY 2010-2011 through FY 2017-2018 through its role as the successor to the Redevelopment Agency of the City of Oakland as match funding for the TIGER II grant award; and be it

FURTHER RESOLVED: That when Army Base Redevelopment Area Tax funds (9570) are appropriated and allocated, the funds will replace the \$3,010,000 from Fund (9572) Project (S415810) as the funding source for the TIGER II match; and be it

FURTHER RESOLVED: That the City shall maintain control over the infrastructure master planning process and AMB/CCG cannot proceed with planning for Port elements, such as the Railyard and 7th Street Overpass, until directed to do so by City staff; and be it

FURTHER RESOLVED: That pursuant to Oakland Municipal Code section 2.04.051.B and for the reasons stated above and in the City Administrator's report accompanying this Resolution, the City Council finds that it is in the City's best interests to waive advertising and the request for proposal/qualifications process for the planning and design of infrastructure improvements for the Railyard and the 7th Street Overpass, and so waives the requirements; and be it

FURTHER RESOLVED: That the planning and design of infrastructure improvements for the Railyard and the 7th Street Overpass work is awarded to AMB/CCG in an amount not-to-exceed \$3,850,212 and be it

FURTHER RESOLVED: This action is exempt from the requirements of the California Environmental Quality Act (CEQA) for the reasons stated in the City Council Agenda Report, and the Environmental Review Officer shall cause to be filed appropriate Notices of Exemption/Determination; and be it

FURTHER RESOLVED: That the City Administrator is authorized to take whatever other action is necessary to implement the Second Amendment to the ENA; and be it

FURTHER RESOLVED: That the City Attorney shall review and approve the agreement(s) authorized hereunder for form and legality and a copy or copies shall be placed on file in the Office of the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 20_____

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, BRUNNER, DE LA FUENTE, KAPLAN, KERNIGHAN, NADEL, SCHAAF and PRESIDENT REID

NOES -

ABSENT -

ABSTENTION -

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

2011 MAR 17 PM 5:34

Approved as to form and legality:



Agency Counsel

REDEVELOPMENT AGENCY
OF THE CITY OF OAKLAND

Resolution No. _____ C.M.S

RESOLUTION AUTHORIZING:

(1) THE AGENCY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A SECOND AMENDMENT TO THE EXCLUSIVE NEGOTIATING AGREEMENT (ENA) WITH AMB PROPERTY CORPORATION/CALIFORNIA CAPITAL GROUP (AMB/CCG) FOR A DEVELOPMENT ON THE FORMER OAKLAND ARMY BASE ("BASE") TO:

- A. EXTEND THE ENA TERM FROM APRIL 22, 2011 TO THE EARLIER OF APRIL 22, 2012 OR THE EXECUTION OF A LEASE DISPOSITION AND DEVELOPMENT AGREEMENT; AND**
- B. PROVIDE FOR: (A) REIMBURSEMENT TO AMB/CCG OF UP TO A MAXIMUM AMOUNT OF \$14,100,000 FOR THE PLANNING AND DESIGN WORK FOR THE BASE'S INFRASTRUCTURE, PUBLIC UTILITIES, AND PUBLIC STREETS; (B) APPROVAL OF AMB/CCG'S PROPOSAL FOR A DEVELOPMENT TEAM, SCOPE OF WORK, BUDGET, AND SCHEDULE FOR THE PLANNING AND DESIGN WORK; (C) ELIMINATION OF THE REQUIREMENT TO ACCOMMODATE THE OAKLAND PRODUCE MARKET AND THE OAKLAND FILM CENTER AS PART OF THE DEVELOPMENT; AND (D) EXPANSION OF THE DEVELOPMENT AREA TO INCLUDE THE FORMER OAKLAND MARITIME SUPPORT SERVICES ENA SITE IN THE EAST GATEWAY AREA**

(2) A WAIVER OF THE ADVERTISING AND REQUEST FOR PROPOSAL/QUALIFICATIONS PROCESS AND AN AWARD OF THE PLANNING AND DESIGN OF INFRASTRUCTURE IMPROVEMENTS FOR THE PORT-ORIENTED RAILYARD AND 7TH STREET OVERPASS WORK, IN AN AMOUNT NOT-TO-EXCEED \$3,850,212, TO AMB/CCG

WHEREAS, the Oakland Army Base Reuse Plan and 2002 Environmental Impact Report document the need to install all new public utilities and streets to serve new development of the former Oakland Army Base; and

WHEREAS, the Request for Proposals issued by the Agency that subsequently led to the selection of AMB Property Corporation/California Capital Group (AMB/CCG) clearly articulated the expectation that the master developer would be responsible for all aspects of the development of the Army Base site including site planning, engineering, and other pre-development activities; and

WHEREAS, on January 19, 2009, the Agency executed an Exclusive Negotiating Agreement (ENA) with AMB/CCG for the potential redevelopment of a portion of the former Army Base identified as the Gateway Development Area and which included all of the Central and West Gateway Areas and part of the East Gateway Area; and

WHEREAS, extensive planning and design work for areas outside the ENA Development Area is required for the planning and design of the ENA Development Area; and

WHEREAS, the infrastructure improvements for the Port-oriented Railyard and 7th Street Overpass are not essential to the planning and design of the ENA Development Area but are necessary to preserve the \$242,000,000 in Trade Corridor Improvement Funds (TCIF) which were awarded to the Port of Oakland but may be lost if the Railyard and the 7th Street Overpass are not designed in a timely manner; and

WHEREAS, the Amended and Restated Memorandum of Agreement between the Agency and the Port contemplates a unified approach to the design of the Army Base; and

WHEREAS, the Cost Sharing Agreement pending between the Agency and the Port calls for the Agency to invest \$14.1 million toward the design of the entire Army Base, including the Railyard and the 7th Street Overpass, in exchange for the Port supporting a \$62,000,000 allocation of the TCIF award for infrastructure development in the Agency-owned portion of the Base; and

WHEREAS, planning and design work that is not essential to the ENA Development Area should be awarded pursuant to the Agency's purchasing processes—advertising and request for proposal/qualifications requirements – unless the Agency Board determines that it is in the Agency's best interests to waive such processes; and

WHEREAS, the ENA required AMB/CCG to propose a Development Team, Scope, Schedule, and Budget for the planning and design work required for the construction of infrastructure, public utilities, and public streets on the former Army Base; and

WHEREAS, AMB/CCG has submitted the required proposal that includes a Budget of \$14,100,000 for master planning public infrastructure improvements for the former Army Base; and

WHEREAS, the Budget includes \$3,850,212 for the planning and design of infrastructure improvements for the Port-oriented Railyard and the 7th Street Overpass; and

WHEREAS, the Agency established a Joint Infrastructure Development Fund (9572) with \$16,300,000 for the development of the former Oakland Army Base, including the planning and design of public improvements; and

WHEREAS, AMB/CCG's proposed Development Team is ready to begin preparing infrastructure planning and design documents for the Army Base and use of this Development Team is the surest and most timely way to accomplish the work and meet state and federal funding deadlines; and

WHEREAS, Oakland Municipal Code section 2.04.051.B authorizes the Agency Board to dispense with advertising and the request for proposal/qualifications process for planning and design services upon a finding that it is in the Agency's best interests to do so; and

WHEREAS, staff recommends that it is in the Agency's best interests to waive the advertising and request for proposal/qualifications process for the planning and design of infrastructure improvements for the Port-oriented Railyard and 7th Street Overpass work because the work will help the Port preserve its TCIF award and secure for the Agency a \$62,000,000 allocation of the award; and

WHEREAS, the Agency Administrator has determined that the Port planning and design work awarded hereunder is of a professional, scientific or technical and temporary nature and shall not result in the loss of employment or salary by any person having permanent status in the competitive service; and

WHEREAS, on July 20, 2010, the Agency and AMB/CCG entered into a First Amendment to the ENA to allow the Agency to contract with a consultant to prepare all documentation necessary for environmental review under the California Environmental Quality Act (CEQA), and to share the costs of that contract with AMB/CCG; and

WHEREAS, the environmental review which is necessary for final approval to redevelop the Army Base is still underway; and

WHEREAS, the ENA, as amended, expires April 22, 2011; now, therefore be it

RESOLVED: That the Agency Administrator is authorized to negotiate and execute a Second Amendment to the ENA with substantially the following terms:

- (1) Extension of the Exclusive Negotiating Agreement with AMB Property Corporation/California Capital Group from April 22, 2011 to the earlier of (1) April 22, 2012, (2) the completion of CEQA and execution of a Lease Disposition and Development Agreement, or (3) the termination of the ENA due to a default; and
- (2) As to the infrastructure master planning and design work, approval of the Developer's proposed team of consultants, scope of work, schedule, and budget, as represented in Exhibits of the Second Amendment to the ENA; and

- (3) Agreement to reimburse the Developer's third party consultant costs up to a maximum amount of \$14.1 million through the Agency's Joint Infrastructure Development Fund, established for the development of the former Oakland Army Base, and TIGER II grant funding, for the Army Base infrastructure master planning and design work. The Developer will receive no reimbursements or fees for its own costs in the management of the design consultant team. All final design decisions for the public infrastructure portions shall be made by the Agency and other City departments. The Developer will be responsible for all costs related to the vertical development planning and any site improvement planning on the development sites; and
- (4) Elimination of the requirement to accommodate the Film Center and the Produce Market as part of the development, and expansion of the Developer's development site to include approximately 15 acres of the East Gateway that formerly was covered by the now-expired ENA with Oakland Maritime Support Services (OMSS); and
- (5) Terms specifying how the Agency and Developer will coordinate regarding outside agency negotiations, ongoing property management during the design phase, and securing additional other government funding; and be it

FURTHER RESOLVED: That up to \$14,100,000 will come from the following sources and may be appropriated into new Projects to be established as necessary:

- \$9,490,000 from the Joint Infrastructure Development Fund (9572), Oakland Army Base Organization (88679), Army Base Joint Infrastructure Development Project (S415810)
- \$3,010,000 from the Joint Infrastructure Development Fund (9572), Oakland Army Base Organization (88679), Infrastructure Master Plan Project (S415820)
- \$1,600,000 from the OBRA Federal and State Grant Fund (9577), Oakland Army Base Organization (88679), Infrastructure Master Plan Project (S433810)

and be it

FURTHER RESOLVED: That the Agency shall maintain control over the infrastructure master planning process and AMB/CCG cannot proceed with planning for Port elements, such as the Railyard and 7th Street Overpass, until directed to do so by Agency staff; and be it

FURTHER RESOLVED: That pursuant to Oakland Municipal Code section 2.04.051.B and for the reasons stated above and in the Agency Administrator's report accompanying this Resolution, the Agency Board finds that it is in the Agency's best interests to waive advertising and the request for proposal/qualifications process for the planning and design of infrastructure improvements for the Railyard and the 7th Street Overpass work and so waives the requirements; and be it

FURTHER RESOLVED: That the planning and design of infrastructure improvements for the Railyard and the 7th Street Overpass work is awarded to AMB/CCG in an amount not-to-exceed \$3,850,212 and be it

FURTHER RESOLVED: This action is exempt from the requirements of the California Environmental Quality Act (CEQA) for the reasons stated in the Agency Board Agenda Report and the Environmental Review Officer shall cause to be filed appropriate Notices of Exemption/Determination; and be it

FURTHER RESOLVED: That the Agency Administrator is authorized to take whatever other action is necessary to implement the Second Amendment to the ENA; and be it

FURTHER RESOLVED: That the Agency Counsel shall review and approve the agreement(s) authorized hereunder for form and legality and a copy or copies shall be placed on file in the Office of the City Clerk.

IN AGENCY, OAKLAND, CALIFORNIA, _____, 2011

PASSED BY THE FOLLOWING VOTE:

AYES – BRUNNER, KERNIGHAN, NADEL, DE LA FUENTE, BROOKS, KAPLAN, SCHAAF AND CHAIRPERSON REID

NOES –

ABSENT –

ABSTENTION –

ATTEST:

LATONDA SIMMONS
Secretary of the Redevelopment Agency
of the City of Oakland, California