

NO FEE DOCUMENT
Government Code Section 27383

RECORDING REQUESTED BY:

City of Oakland

WHEN RECORDED, MAIL TO:

City of Oakland
Economic & Workforce Development Department
Real Property Asset Management Division
250 Frank Ogawa Plaza, 4th Floor
Oakland, California 94612
Attention: Real Property Asset Manager

FIRST AMENDMENT
TO
DISPOSITION AND DEVELOPMENT AGREEMENT
(3455 and 3461 Champion Street)

THIS FIRST AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT (3455 and 3461 Champion Street) (this “**First Amendment**”) is effective as of _____, 2020 (the “**Effective Date**”), by and between the CITY OF OAKLAND, a municipal corporation (the “**City**”), and Champion Street, LLC, a California limited liability company (“**Developer**”).

RECITALS

This First Amendment is entered into upon the basis of the following facts, understandings and intentions of City and Developer:

A. The City and Developer entered into that certain Disposition and Development Agreement (3455 and 3461 Champion Street) dated July 27, 2017 recorded on February 6, 2018 in the Official Records of Alameda County, California (the “**Official Records**”) as Instrument No. 2018028395 (the “**Original DDA**”), which provides the terms and conditions under which the City agreed to sell to Developer certain real property commonly known as 3455 and 3461 Champion Street, Oakland, and as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (collectively, the “**Property**”) for the development of the Property as a restaurant (the “**Project**”).

B. The Project was delayed due to additional improvements imposed by agencies with jurisdiction over the Project, which required increased financing and additional approvals by the City.

C. The Project was further delayed due to public health orders issued by the Alameda County Health Officer in March 2020 in response to the coronavirus pandemic which prohibited non-essential business operation and construction.

D. Developer has committed to certain actions in response to neighborhood concerns that arose after the Original DDA was executed, such as posting signs asking patrons to respect neighbors and requiring employees to park outside the immediate neighborhood.

E. The City and Developer now desire to amend the Original DDA on the terms and conditions hereinafter set forth.

F. The Original DDA, as amended by this First Amendment, shall hereinafter collectively be referred to as the “**DDA**” or the “**Agreement**”.

NOW, THEREFORE, in consideration of the mutual terms, covenants, conditions and promises set forth herein, the City and Developer agree as follows:

1. Definitions. All capitalized terms used herein shall have the definitions given in the Original DDA, unless otherwise expressly stated herein.

2. Amended Section 7.1.1. Section 7.1.1 of the DDA is hereby amended to redefine the “Opening Date” to July 30, 2021.

3. Amended Exhibit C (Project Schedule). The Project Schedule attached as Exhibit C to the DDA is hereby amended to revise (a) the Completion Date (Line #13) to June 30, 2021, and (b) Opening Date (Line #14) to July 30, 2021.

4. Authority. The persons signing below represent that they have the authority to bind their respective party, and all necessary board of director’s, shareholders’, partners’, members’, city or other approvals have been obtained.

5. Ratification of Agreement. The DDA, as modified by this First Amendment, remains in full force and effect, and the parties hereby ratify the same.

6. Execution and Counterparts. This First Amendment may be signed in multiple counterparts, which, when signed by all parties, shall constitute a binding agreement.

[Remainder of Page Intentionally Blank; Signatures Follow.]

IN WITNESS WHEREOF, the undersigned parties have executed this First Amendment as of the date first set forth above.

CITY:

CITY OF OAKLAND,
a municipal corporation

By: _____

Name: _____

Title: _____

Approved as to form and legality:

By: _____

Name: _____

Title: _____

[Signatures Continue on Next Page.]

DEVELOPER:

Champion Street, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

Exhibit A

Property Legal Description

[Attached]