



FILED
OFFICE OF THE CITY CLERK
OAKLAND

2019 NOV 21 PM 1:52

AGENDA REPORT

TO: Sabrina B. Landreth
City Administrator

FROM: Ryan Russo
Director, DOT

SUBJECT: Major Encroachment Permit at
325 7th Street

DATE: October 22, 2019

City Administrator Approval

Date:

11/19/19

RECOMMENDATION

Staff Recommends That The City Council Approve A Resolution Granting A Conditional And Revocable Major Encroachment Permit To 325 – 7th Street LLC, To Allow Portions Of The New Building Above Grade At 325 7th Street To Encroach Into The Public Right-Of-Way On 6th Street, 7th Street, And Harrison Street, Major Encroachment Permit ENMJ19057.

EXECUTIVE SUMMARY

Approval of this resolution will authorize the City Administrator or Designee to issue a conditional and revocable Major Encroachment Permit to document and regulate new encroachments in the public right-of-way at 325 7th Street. The development consists of the construction of a twenty-six story mixed-use building with 380 residential units and approximately 10,840 square feet of commercial space.

The encroachment permit is to allow new building elements consisting livable space and metal awnings to encroach into the right of way beyond the limits shown in the Oakland Building Code (section 15.04.3.2285).

BACKGROUND / LEGISLATIVE HISTORY

Oakland Municipal Code (OMC) Chapter 12.08 requires a major encroachment permit for building elements into the public right-of-way as stated in the OMC Section 15.04.3.2285 for revisions to the California Building Code (CBC) Section 3202.2.3 and for encroachments that exceed those limits.

The Planning Department has approved the development (permit number PLN16166) to merge nine lots into one and create 383 condominium units (380 residential and 3 commercial). The proposed conditional and revocable Major Encroachment Permit (Permit number ENMJ19057) to be issued to 325 - 7th Street, LLC, allows for portions of living space of the building to encroach into the right-of-way facing 6th Street, 7th Street, and Harrison Street.

Item: _____
Public Works Committee
December 03, 2019

ANALYSIS AND POLICY ALTERNATIVES

The building elements encroaching into the right-of-way are along 6th Street, 7th Street, and Harrison Street. The encroachments were approved on July 16, 2017 by the Planning and Building Department (PLN16166) and do not impact the use of the sidewalk fronting the property nor do they obstruct the path of travel for pedestrians or persons with disabilities.

The encroachment permit requires the property owners to comply with the conditions of approval issued by the Planning and Building Department. The encroachments meet City standards and are described in more detail in **Exhibit A** to the Resolution.

Exhibit B to the Resolution is the Indenture Agreement to be executed between the City and Permittee, which sets out the conditions and obligations of the revocable Major Encroachment Permit. This Permit and the Indenture Agreement will hold the property owners liable and responsible for private improvements constructed in the right-of-way and allows for construction and maintenance of encroachments.

The Major Encroachment Permit includes an agreement allowing the City to revoke the Permit if in the City's best interest and require the property owners to remove the encroachments and restore the public right-of-way. In addition, Council may direct staff to include other conditions as the location and nature of the proposed encroachments may require for the public health, safety and appearance.

Starting at the height of 27 feet above grade, approximately 18,214 square feet of living space will encroach into the public right of way.

The proposed encroachments are not currently expected to interfere with public use of the right-of-way or buried utilities and will not endanger the public welfare and convenience.

FISCAL IMPACT

There is no fiscal impact to the City associated with this Major Encroachment permit. Staff costs for processing the proposed encroachment permit are covered by fees set by the Master Fee Schedule and have been paid by the Applicant.

PUBLIC OUTREACH / INTEREST

This item did not require special public outreach other than the required posting on City's website.

COORDINATION

The Resolution was coordinated with Planning and Building Department, Budget Bureau, and the Office of the City Attorney.

SUSTAINABLE OPPORTUNITIES

Economic – The Major Encroachment Permit facilitates private development improving the overall economic conditions in Oakland.

Environmental – There are no environmental opportunities associated with this report.

Race and Equity – There are no social equity opportunities identified with this report.

CEQA

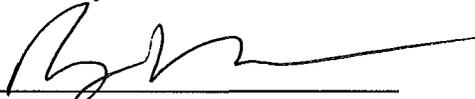
The California Environmental Quality Act (“CEQA”) and the CEQA Guidelines exempt specific types of projects from environmental review. The following CEQA exemptions apply to this project, each of which provides a separate and independent basis for CEQA clearance: CEQA Guidelines sections 15183 (projects consistent with a Community Plan, General Plan, or Zoning) and 15332 (In-Fill Development Projects).

ACTION REQUESTED OF THE CITY COUNCIL

Staff Recommends That The City Council Approve A Resolution Granting A Conditional And Revocable Major Encroachment Permit To 325 – 7th Street LLC, To Allow Portions Of The New Building Above Grade, Major Encroachment Permit ENMJ19057.

For questions regarding this report, please contact Kevin Kashi, Engineering Design and Right-of-Way Supervisor at (510) 238-7116.

Respectfully submitted,



RYAN RUSSO
Director, Department of Transportation

Reviewed by:
Wladimir Wlassowsky, P.E., Assistant Director,
Department of Transportation

Reviewed by:
Ariel Espiritu Santo,
Strategic Planning and Administration Manager,
Department of Transportation

Prepared and reviewed by:
Kevin Kashi, P.E., Supervising Civil Engineer,
Department of Transportation

OAKLAND CITY COUNCIL

2018 NOV 21 PM 1:52

RESOLUTION No. _____ C.M.S.


City Attorney

Introduced by Councilmember _____

RESOLUTION GRANTING A CONDITIONAL AND REVOCABLE MAJOR ENCROACHMENT PERMIT TO 325 – 7TH STREET LLC, TO ALLOW PORTIONS OF THE NEW BUILDING ABOVE GRADE TO ENCROACH INTO THE PUBLIC RIGHT-OF-WAY ON 6TH STREET, 7TH STREET AND HARRISON, MAJOR ENCROACHMENT PERMIT ENMJ19057

WHEREAS, 325 – 7th Street LLC, a California limited liability company, ("Permittee"), is the owner of the real property known as 325 7th Street and described in a Grant Deeds Recorded January 11, 2007, December 06, 2005, and July 31, 2007, by the Alameda County Clerk-Recorder and identified by the Alameda County Assessor as APNs 001-0189-003-00 through 001-0189-009-00; 001-0189-013-00; 001-0189-014-01 and commonly known as 325 7th Street hereto and incorporated herein (the "Property"); and

WHEREAS, Permittee proposes to construct a twenty-six story mixed use building with 380 residential units and 3 commercial units on the Property (the "Project"); and

WHEREAS, the Project includes portions of the new building to encroach into the public right-of-way controlled by the City on 6th Street, 7th Street and Harrison Street, the limits of which encroachment are delineated on *Exhibit A* hereto and incorporated herein (the "Encroachments"); and

WHEREAS, the City Planning and Building Department has approved the development of the Project (PLN16166), subject to a condition of approval that Permittee obtain a conditional and revocable major encroachment permit for the Encroachments; and

WHEREAS, Permittee has filed an application with Department of Transportation for such conditional and revocable Major Encroachment Permit (ENMJ19057) (hereinafter referred to as the "Permit"); and

WHEREAS, staff has determined, in accordance with the Oakland Municipal Code Chapter 12.08 and based on review of the plans and investigation of the Property and the area of the proposed Encroachments, that the Encroachments in the public right-of-way and their location will not, currently understood, interfere with the public use of the roadway, sidewalk, buried utilities, and will not endanger the public welfare and convenience during said public use; and

WHEREAS, the Encroachments are within the scope of the Project, the potential environmental effects of which were adequately analyzed by the 2017 Project addendum to the 2011 Environmental Impact Report for an earlier project at 325 7th Street, pursuant to California Environmental Quality Act ("CEQA") Guidelines Section 15162; and

RESOLVED: That the City Council has reviewed all relevant documents relating to its grant of this Permit; and be it

FURTHER RESOLVED: That the City Council finds and determines that the decision made hereby is made in conformance with the requirements of CEQA; and be it

FURTHER RESOLVED: That the City Council hereby grants to the Permittee a conditional revocable Permit to allow the Encroachments, which Permit shall take effect only upon the City and Permittee entering into an Indenture Agreement in the form substantially attached hereto as **Exhibit B** (the "Indenture Agreement"), the conditions therein being incorporated into the Permit; and be it

FURTHER RESOLVED: That the Permit shall commence and continue in effect so long as Permittee satisfies, and continues to satisfy, all conditions and obligations set forth in the Indenture Agreement; and be it

FURTHER RESOLVED: That the City Council, at its sole discretion and at a future date not yet determined, may impose additional and continuing fees for use and occupancy of the public right-of-way; and be it

FURTHER RESOLVED: That the Permit authorized by this Resolution shall take effect when all the conditions and obligations set forth in the Indenture Agreement shall have been complied with to the satisfaction of the City Attorney and the City Engineer of the City of Oakland and shall become null and void upon the failure of the Permittee to comply with the conditions and obligations set forth in the Indenture Agreement, subject to the notice and cure provisions set forth therein, or upon a termination by resolution of the City Council as being in the City's best interest; and be it

FURTHER RESOLVED: That the City Engineer is hereby directed to file a certified copy of this Resolution for recordation with the Office of the Alameda County Clerk-Recorder as an encumbrance of the title of the property identified above.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 20_____

PASSED BY THE FOLLOWING VOTE:

AYES – FORTUNATO BAS, GALLO, GIBSON MCELHANEY, KALB, REID, TAYLOR, THAO
AND PRESIDENT KAPLAN

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____

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

Exhibit A: 325 7th Street Encroachments (3 pages)
Exhibit B: Indenture Agreement (18 pages)

EXHIBIT A: 325 7th Street ENCROACHMENTS

Total area of livable space in the Right-of-Way is approximately 18,904 square feet.

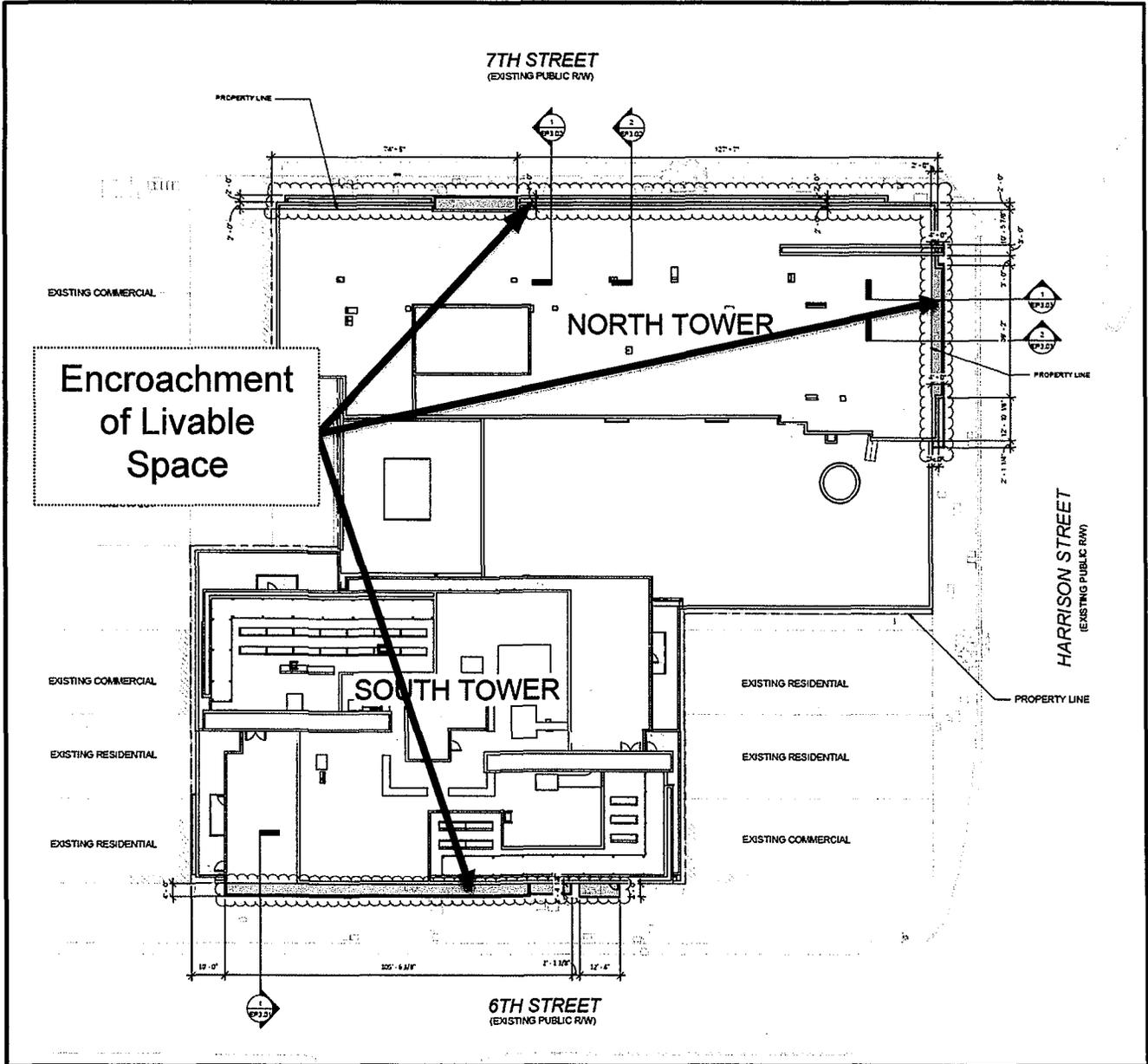


EXHIBIT A (continued)

Profile View New Leasable Space and Metal Awnings

Profile View of Encroachment on 6th Street

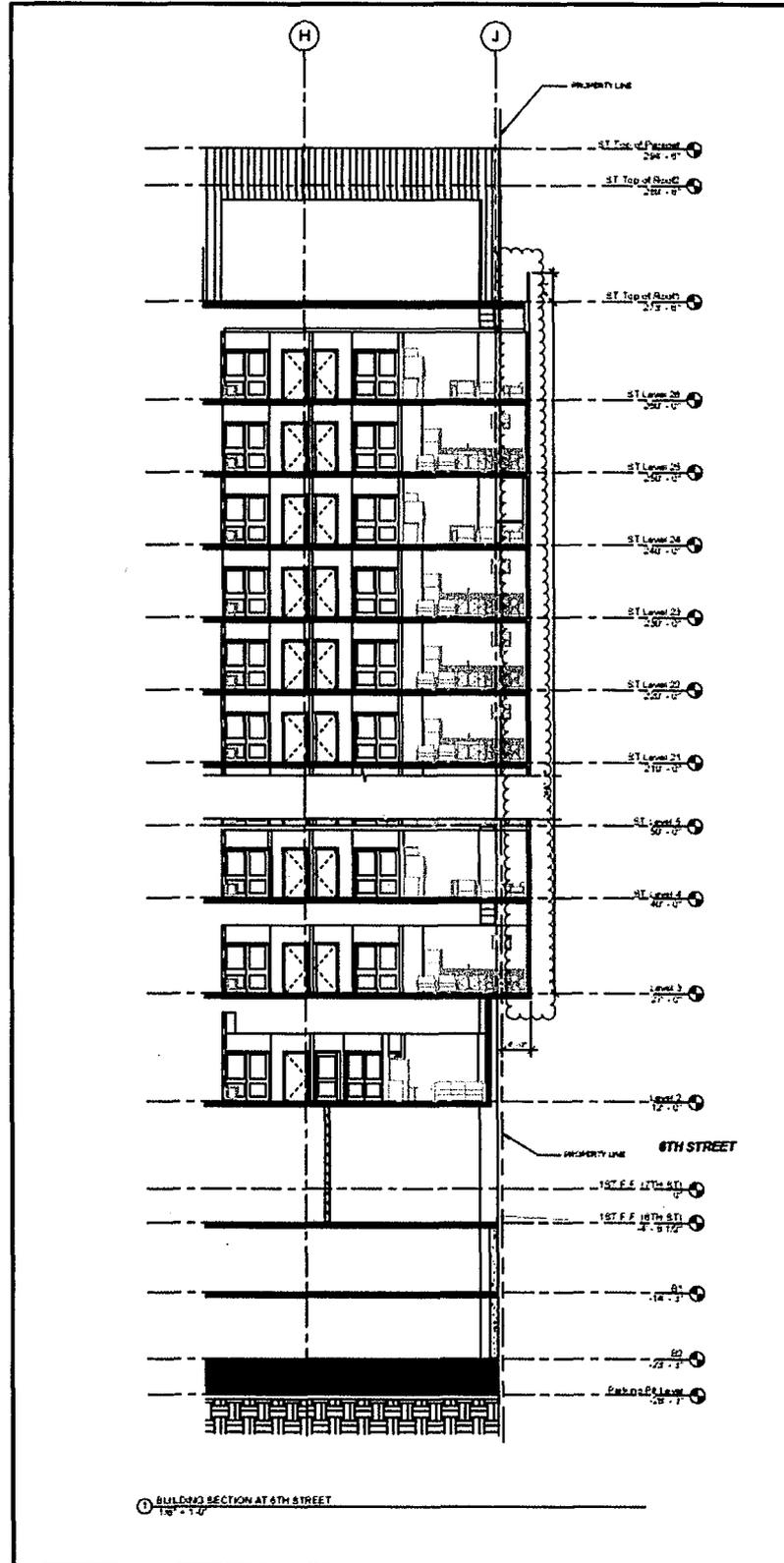


EXHIBIT A (continued)

Profile View of Encroachment on 7th Street

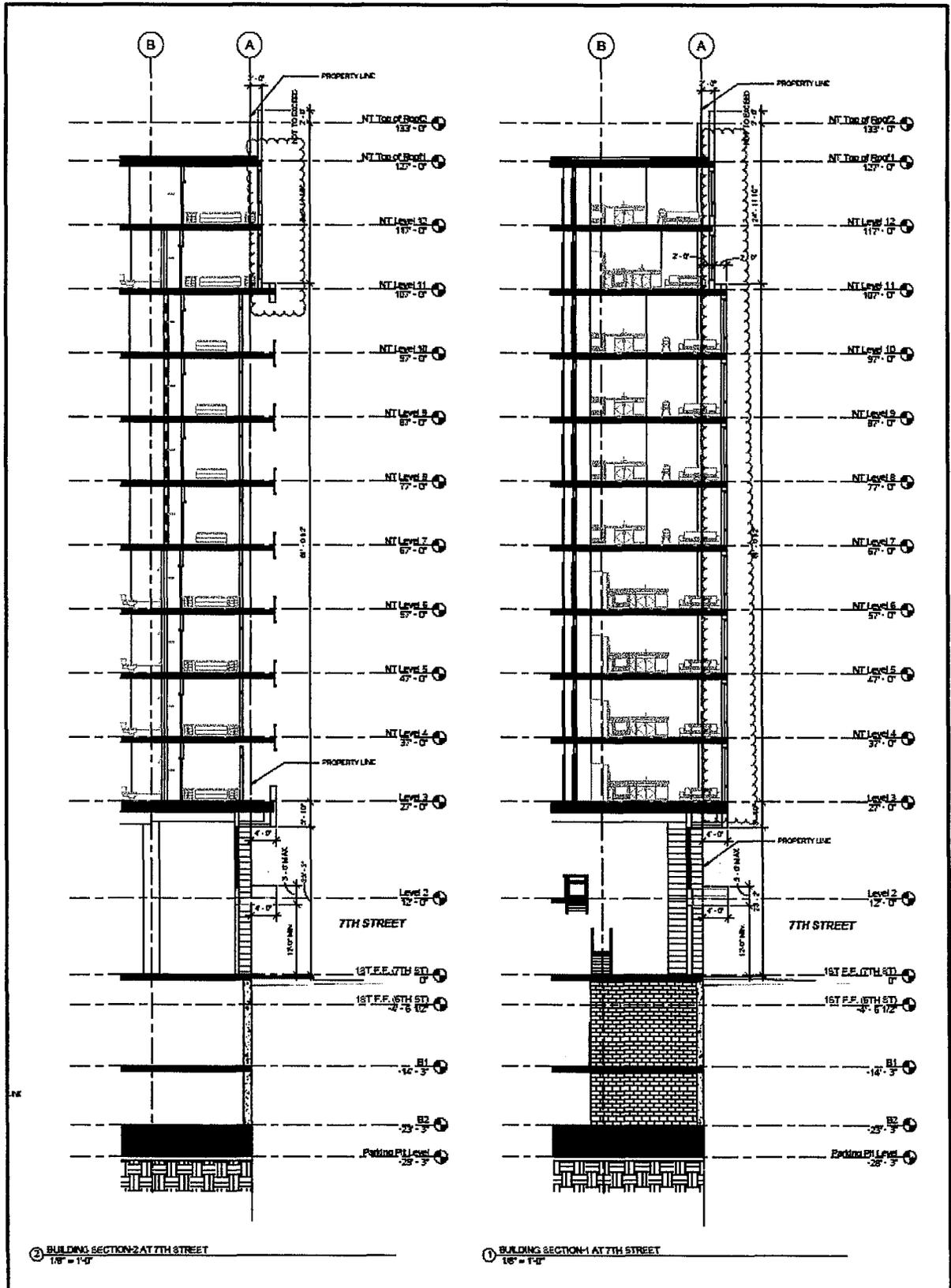


EXHIBIT B: INDENTURE AGREEMENT

(Attached Separately)

Recording requested by:
CITY OF OAKLAND
When recorded mail to:
City of Oakland
Public Works Department
Dalziel Admin Building
250 Ogawa Plaza - 4th Floor
Oakland, CA 94612
Attn: Director, DOT

----- space above for Recorder's use only -----

INDENTURE AGREEMENT

Address 325 7th Street

Permit no. ENMJ 19057

Parcel no. 001-0189-003-00 through 001-0189-009-00;
001-0189-013-00; 001-0189-014-01

Authorities Municipal Code Section 12.08.080

Description Livable building space encroaching into the Public Right of Way along 6th, 7th, and Harrison Streets.

RECITAL

The owner subscribed below of fee simple interest in the property referenced above and described in Exhibit B, attached hereto, is hereby granted, for an indeterminate period of time, the revocable permit referenced above allowing the temporary encroachment described above and delineated in Exhibit C, attached hereto, and limiting the use, exercise, and operation of the encroachment with the requirements and restrictions set forth in Exhibit A, attached hereto, and the associated permit. The owner agrees by and between themselves to be bound by the general and special conditions in Exhibit A and to comply with these conditions faithfully and fully at all times. The conditions of this agreement and associated permit shall equally bind all agents, heirs, successors, and assigns of the owner.

ACKNOWLEDGEMENT OF PROPERTY OWNER

(Notarization of signature required)

325 – 7th Street, LLC, A California limited liability company

Signature _____

Date _____

Print Name _____

Title _____

ATTACHMENTS

- Exhibit A - Conditions of encroachment
- Exhibit B - Description of privately owned parcel
- Exhibit C - Limits of encroachment
- Exhibit D - Oakland City Council Resolution XXXX
- Exhibit E - Notice To Prospective Purchasers And/Or Tenants Of Enclosed Habitable Space In Right-Of-Way

CITY OF OAKLAND a municipal corporation WLAD WLASSOWSKY, P.E. Assistant Director Department of Transportation	by _____	date _____ ARIEL ESPIRITU SANTO Agency Administrative Manager Department of Transportation
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EXHIBIT A

Conditions for an Encroachment in the Public Right-Of-Way

Address 325 7th Street

Parcel no. 001-0189-003-00 through 001-0189-009-00;
001-0189-013-00; and 001-0189-014-01

Permittee 325 – 7th Street LLC

Permit no. ENMJ 19057

• General conditions of the encroachment

1. This Indenture Agreement will be automatically voided should (a) the associated Permit be revoked at any time and for any reason, at the sole discretion of the City Council, expressed by resolution, or (b) the associated Permit be suspended at any time, upon failure of the Permittee to comply fully and continuously with each and all of the general and special conditions set forth herein and in the associated Permit, as may be determined by the City Engineer in his or her sole discretion.
2. Upon revocation of the Permit, the Permittee shall immediately, completely, and permanently remove the Encroachments from the public right-of-way and restore the public right-of-way to its original conditions existing before the construction or installation of the encroachment, to the satisfaction of the City Engineer and all at the sole expense of the Permittee.
3. The Permittee does hereby disclaim any right, title, or interest in or to any portion of the public right-of-way, including the sidewalk and street, and agree that the use and occupancy by the Permittee of the public right-of-way is temporary and does not constitute an abandonment, whether expressed or implied, by the City of Oakland of any of its rights associated with the statutory and customary purpose and use of and operations in the public right-of-way.
4. The Permittee agrees to indemnify and save harmless the City of Oakland, its officers, agents, employees, and volunteers, and each of them, from any suits, claims, or actions brought by any person or persons, corporations, or other entities on account of (a) any bodily injury, disease, or illness, including death, damage to property, real or personal, or damages of any nature, however caused, and regardless of responsibility for negligence, arising in any manner out of the construction or installation of a private improvement itself or resulting from the Permittee's failure to maintain, repair, remove and/or reconstruct the private improvement, or (b) any title, ownership or authority issues arising from the existence of the Encroachments in the public right of way.
5. The Permittee shall maintain fully, in force and effect at all times that the Encroachments occupy the public right-of-way good and sufficient public liability insurance in a face amount not less than \$300,000.00 for each occurrence, and property damage insurance in a face amount not less than \$50,000.00 for each occurrence, both including contractual liability, insuring the City of Oakland, its officers, agents, employees, and volunteers against any and all claims arising out of the existence of the encroachment in the public right-of-way, as respects liabilities assume under this Permit, and that a certificate of such insurance and subsequent notices of the renewal thereof, shall be filed with the City Engineer of the City of Oakland, and that such certificate shall state that the insurance coverage shall not be canceled or be permitted to lapse without thirty calendar (30) days written notice to the City Engineer. The Permittee also agree that the City of Oakland may review the type and amount of insurance required of the Permittee annually and may require the Permittee to increase the amount of and/or change the type of insurance coverage required.
6. The Permittee shall be solely and fully liable and responsible for the repair, replacement, removal, reconstruction, and maintenance of any portion or all of the private improvements constructed or installed

in the public right-of-way, whether by the cause, neglect, or negligence of the Permittee or others and for the associated costs and expenses necessary to restore or remove the encroachment to the satisfaction of the City Engineer and shall not allow the Encroachments to become a blight or a menace or a hazard to the health and safety of the general public.

7. The Permittee acknowledges and agrees that the Encroachments are out of the ordinary and do not comply with City of Oakland standard installations. The Permittee further acknowledges and agrees that the City of Oakland and public utility agencies will periodically conduct work in the public right-of-way, including excavation, trenching, and relocation of its facilities, all of which may damage the encroachment. Permittee further acknowledges and agrees that the City and public utility agencies take no responsibility for repair or replacement of the Encroachments, which may be damaged by the City or its contractors or public utility agencies or their contractors. Permittee further acknowledge and agree that upon notification by and to the satisfaction of the City Engineer, Permittee shall immediately repair, replace, or remove, at the sole expense of the Permittee, all damages to the encroachment that are directly or indirectly attributable to work by the City or its contractors or public utility agencies or their contractors.
8. Permittee shall remain liable for and shall immediately reimburse the City of Oakland for all costs, fee assessments, penalties, and accruing interest associated with the City's notification and subsequent abatement action for required maintenance, repairs, or removal, whether in whole or in part, of the encroachment or of damaged City infrastructure made necessary by the failure, whether direct or indirect, of the Permittees to monitor the encroachment effectively and accomplish preventative, remedial, or restorative work expeditiously. The City reserves the unqualified right to collect all monies unpaid through any combination of available statutory remedies, including recordation of Prospective Liens and Priority Liens/ Special Assessments with the Alameda County Recorder, inclusion of non-reimbursed amounts by the Alameda County Assessor with the annual assessment of the general levy, and awards of judgments by a court of competent jurisdiction.
9. The Permittee shall provide written notice, in the form attached hereto as *Exhibit E*, to all prospective purchasers and/or tenants of any enclosed habitable space subject to this Encroachment Permit, that the City may revoke or suspend this Permit and require the removal of such encroachments (the "Notice").
10. The Permittee shall file this Indenture Agreement and the Notice to prospective purchasers and/or tenants with the Alameda County Recorder for recordation as encumbrances of the property and its title.
11. That said Permittee acknowledges that the City makes no representations or warranties as to the conditions beneath said encroachment. By accepting this revocable Permit, Permittee agrees that it will use the encroachment area at its own risk, is responsible for the proper coordination of its activities with all other Permittee, underground utilities, contractors, or workmen operating, within the encroachment area and for the safety of itself and any of its personnel in connection with its entry under this revocable Permit.
12. That said Permittee acknowledges that the City is unaware of the existence of any hazardous substances beneath the encroachment area, and Permittee hereby waives and fully releases and forever discharges the City and its officers, directors, employees, agents, servants, representatives, assigns and successors from any and all claims, demands, liabilities, damages, actions, causes of action, penalties, fines, liens, judgments, costs, or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise out of or in any way connected with the physical condition or required remediation of the excavation area of any law or regulation applicable thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 466 et seq.), the Safe Drinking Water Act (14 U.S.C. Sections 1401, 1450), the Hazardous Waste Control Law (California Health and Safety Code Sections 25100 et seq.), the Porter-Cologne Water Quality Control Act (California Health and Safety Code Section 13000 et seq.), the Hazardous Substance Account Act

(California Health and Safety Code Sections 253000 et seq.), and the Safe Drinking Water and Toxic Enforcement Act (California Health and Safety Code Section 25249.5 et seq.).

13. That said Permittee further acknowledges that it understands and agrees that it hereby expressly waives all rights and benefits which it now has or in the future may have, under and by virtue of the terms of California Civil Code Section 1542, which reads as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."
14. That said Permittee recognizes that by waiving the provisions of this section, Permittee will not be able to make any claims for damages that may exist, and to which, if known, would materially affect its decision to agree to these encroachment terms and conditions, regardless of whether Permittee's lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.
15. That said Permittee, by the acceptance of this revocable Permit, agrees and promises:
 - (a) To indemnify, defend, and hold harmless the City of Oakland, its officers, agents, and employees, to the maximum extent permitted by law, from any and all claims, demands, liabilities damages, actions, causes of action, penalties, fines, liens, judgments, costs, or expenses whatsoever (including, without limitation, attorneys' fees and costs; collectively referred to as "claims", whether direct or indirect, known or unknown, foreseen or unforeseen, to the extent that such claims were either (1) caused by the Permittee, its agents, employees, contractors or representatives, or, (2) in the case of environmental contamination, the claim is a result of environmental contamination that emanates or emanated from the 325 7th Street, Oakland, California site, or was otherwise caused by the Permittee, its agents, employees, contractors or representatives.
 - (b) That, if any contamination is discovered below or in the immediate vicinity of the encroachment, and the contaminants found are of the type used, housed, stored, processed or sold on or from the 325 7th Street, Oakland, California site, such shall amount to a rebuttable presumption that the contamination below, or in the immediate vicinity of, the encroachment was caused by the Permittee, its agents, employees, contractors or representatives.
 - (c) That said Permittee shall comply with all applicable federal, state, county and local laws, rules, and regulations governing the installation, maintenance, operation and abatement of the encroachment.
16. That this Indenture Agreement and associated Permit shall take effect when all the conditions hereinabove set forth shall have been complied with to the satisfaction of the City Engineer.
17. That this Indenture Agreement alone does not allow work to be done which requires permitting and/or inspection. The Permittee must obtain any and all required permits before beginning work.
18. The City, at its sole discretion and at future date not yet determined, may impose additional and continuing fees for use and occupancy of the public right-of-way.
19. Additional or continuing fees will apply in accordance with the City's Municipal Code, City standards, future plans for the right of way, and City practices to regulate the right of way for the public interest.
20. The rights and obligations of this Indenture Agreement shall be binding upon the Permittee, all successive owners and assigns thereof, and shall be automatically assigned to and assumed by any and all successive persons or entities with a fee interest in all or any portion of the Property.

EXHIBIT B

Description of the Private Property Abutting the Encroachment

Address 325 7th Street

Parcel no. 001-0189-003-00; 001-0189-04-00

Deed no. 2007-022524

Recorded January 11, 2007

The following described property in the CITY of OAKLAND County of ALAMEDA, State of CALIFORNIA:

PARCEL ONE:

THE NORTHERLY 50 FEET OF LOT 10, BLOCK 63 AS SHOWN ON KELLERBERGER'S [sic] MAP OF THE CITY OF OAKLAND, ON FILE IN THE COUNTY RECORDER'S OFFICE AT ALAMEDA COUNTY.

PARCEL TWO:

LOT 11, BLOCK 63, AND THE EASTERLY 5 FEET OF THE SOUTHERLY 50 FEET OF LOT 10, BLOCK 63 AS SHOWN ON KELLERBERGER'S [sic] MAP OF THE CITY OF OAKLAND, ON FILE IN BOOK 7, PAGE 1 OF MAPS IN THE COUNTY RECORDER'S OFFICE AT ALAMEDA COUNTY

EXHIBIT B (continued)

Address 325 7th Street

Parcel no. 001-0189-005-00

Deed no. 2005-519946

Recorded December 06, 2005

Lot 13 and 12 and the northeastern 75 feet of Lot 14; block 63 Kellersberger's map of Oakland, Alameda County Records.

EXHIBIT B (continued)

Address 325 7th Street

Parcel no. 001-0189-006-00

Deed no. 2005-519949

Recorded December 06, 2005

Commencing at the Southwesterly corner of Harrison and 7th Streets; running thence Southerly along the Westerly line of Harrison Street Twenty-Five (25) feet; thence at right angles Westerly Seventy-Five (75) feet; thence at right angles Northerly Twenty-Five (25) feet to the Southerly line of 7th Street; and thence Easterly along the last named line Seventy-Five (75) feet to the point of commencement.

Being Lot No. Fifteen (15) in Block Numbered Sixty-Three (63) as per Kellersberger's Map of Oakland on file in the office of the County Recorder of said Alameda County.

EXHIBIT B (continued)

Address 325 7th Street

Parcel no. 001-0189-007-00

Deed no. 2005-519948

Recorded December 06, 2005

Lot 16 Block 63, as shown on Kellersberger's Map of the City of Oakland, on file of record in the office of the County Recorder of Alameda County, California

EXHIBIT B (continued)

Address 325 7th Street

Parcel no. 001-0189-008-00

Deed no. 2005-519951

Recorded December 06, 2005

Lot 17 and portions of Lots 14 and 18, in Block 63, as said Lots and Block are shown on Kellersberger's Map of Oakland, of record in the office of the County Recorder of Alameda County, described as follows:

Beginning at a point on the northwestern line of Harrison Street, distant thereon 50 feet southwesterly from the southwestern line of 7th Street, running thence along said line of Harrison Street southwesterly 40 feet; thence parallel with said line of 7th Street northwesterly 100 feet; thence at right angles northeasterly 15 feet; thence at right angles southeasterly 25 feet; thence at right angles northeasterly 25 feet; thence parallel with said line of 7th Street, southeasterly 75 feet to the point of beginning.

EXHIBIT B (continued)

Address 325 7th Street

Parcel no. 001-0189-009-00

Deed no. 2007-283724

Recorded July 31, 2007

The following described property in the City of Oakland, County of Alameda, State of California:

BEGINNING AT A POINT ON THE WESTERN LINE OF HARRISON STREET DISTANT THEREON SOUTHERLY NINETY (90) FEET FROM THE INTERSECTION THEREOF WITH THE SOUTHERN LINE OF 7TH STREET, AS SAID STREETS ARE SHOWN ON THE MAP HEREINAFTER REFERRED TO; RUNNING THENCE SOUTHERLY ALONG SAID LINE OF HARRISON STREET THIRTY (30) FEET; THENCE AT RIGHT ANGLES WESTERLY SEVENTY (75) FEET; THENCE AT RIGHT ANGLES NORTHERLY TWENTY (20) FEET; THENCE AT RIGHT ANGLES WESTERLY TWENTY-FIVE (25) FEET; THENCE AT RIGHT ANGLES NORTHELY TEN (10) FEET; THENCE AT RIGHT ANGLES EASTERLY ONE HUNDRED (100) FEET TO THE POINT OF BEGINNING.

BEING A PROTION OF NOT NOS. [SIC] 14 AND 18 AND 19 IN BLOCK 63, AS SAID LOTS AND BLOCK ARE DELINEATED AND SO DESIGNATED ON KELLERSBERGER'S MAP OF THE CITY OF OAKLAND ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF THE OF COUNTY OF ALAMEDA.

EXHIBIT B (continued)

Address 325 7th Street

Parcel no. 001-0189-013-00

Deed no. 2005-519947

Recorded December 6, 2005

Lots 23, 24 and 25, Block 63, Kellersberger's Map of the City of Oakland, Alameda County
Records.

EXHIBIT B (continued)

Address 325 7th Street

Parcel no. 001-0189-014-01

Deed no. 2005-519950

Recorded December 6, 2005

REAL PROPERTY in the City of Oakland, County of Alameda, State of California, described as follows:

PARCEL 1:

BEGINNING at a point on the northern line of 6th Street distant thereon easterly 76 feet from the point of intersection thereof, with the eastern line of Webster Street, running thence easterly along said line of 6th Street, 75 feet; thence at right angles northerly, 100 feet; thence at right angles westerly, 50 feet; thence at right angles southerly, 25 feet; thence at right angles westerly, 25 feet; and thence at right angles southerly, 75 feet to the point of beginning.

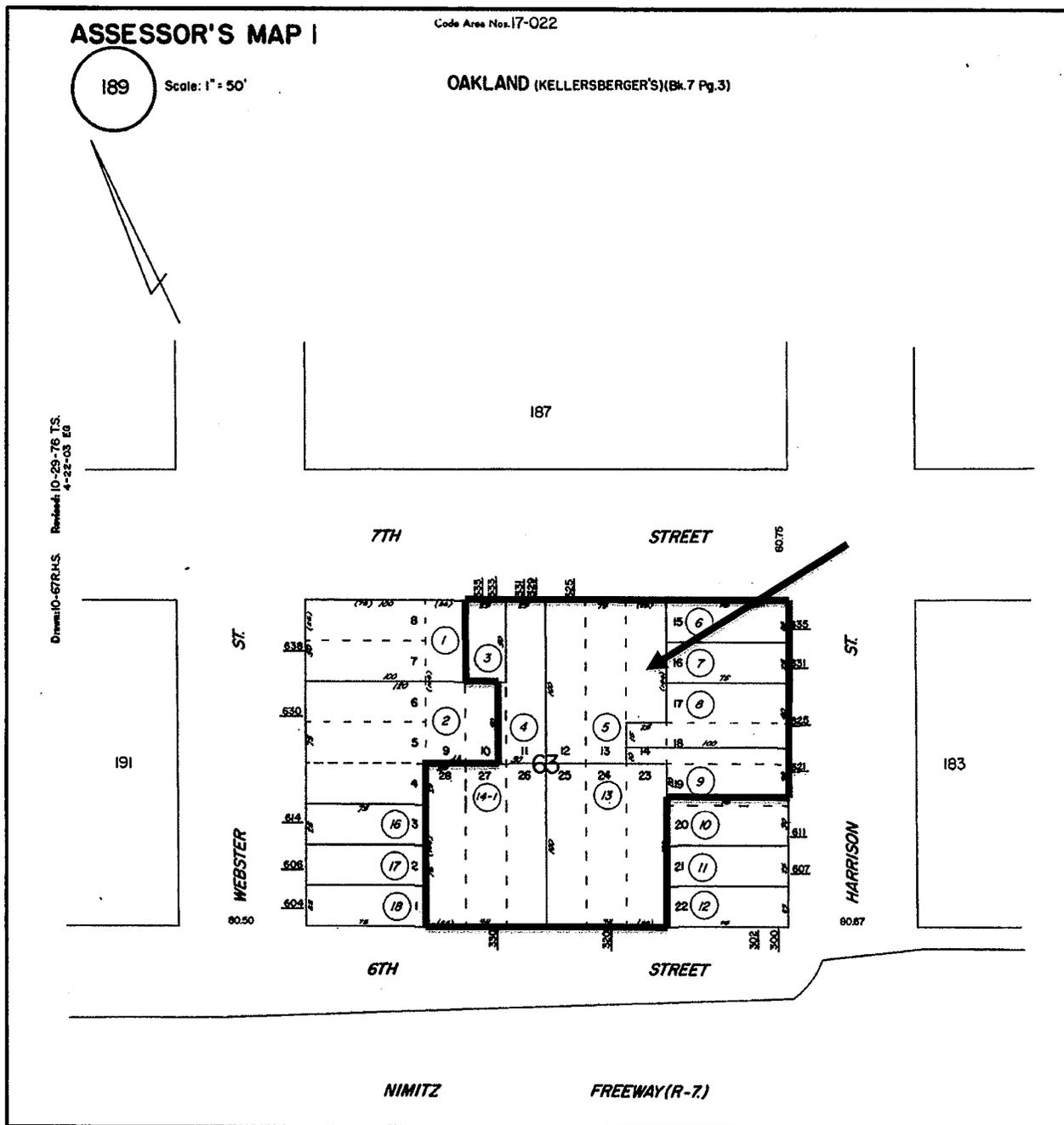
BEING Lots 26 and 27 and the southern 75 feet of Lot 28 in Block 63 as said lots and block are shown on the Kellersberger's Map of Oakland, on file in the office of the County Recorder of Alameda County.

PARCEL 2:

COMMENCE at a point on the eastern line of Webster Street distant thereon southerly 100 feet from the southern line of 7th Street and run thence at right angles to the said line of Webster Street easterly 100 feet to the true point of beginning of the parcel of line herein described; and running thence parallel with the said line of Webster Street southerly 25 feet; thence parallel with the said line of 7th Street westerly 25 feet; thence parallel with the said line of Webster Street northerly 25 feet; thence parallel with the said line of 7th Street easterly 25 feet to the true point of beginning.

BEING the northeastern 25 feet of Lot 28 in Block 63, as said lot and block are shown on Kellersberger's Map of Oakland on file in the office of the County Recorder of Alameda County.

EXHIBIT B (continued)



A more legible copy is available at the Office of the Director, DOT, City of Oakland, 250 Frank H. Ogawa Plaza, 4th floor.

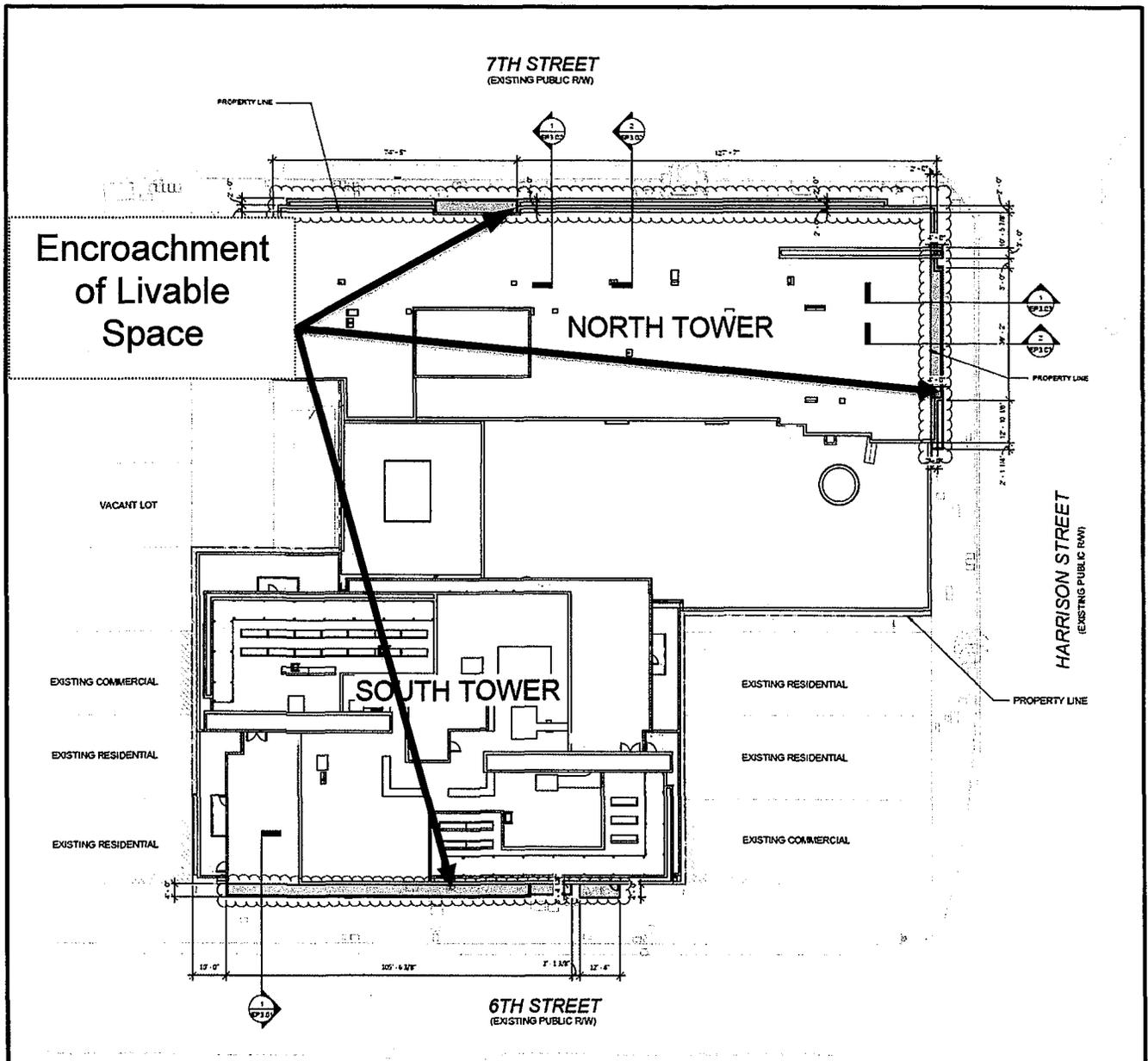
EXHIBIT C

Limits of the Encroachment in the Public Right-Of-Way

Address 325 7th Street

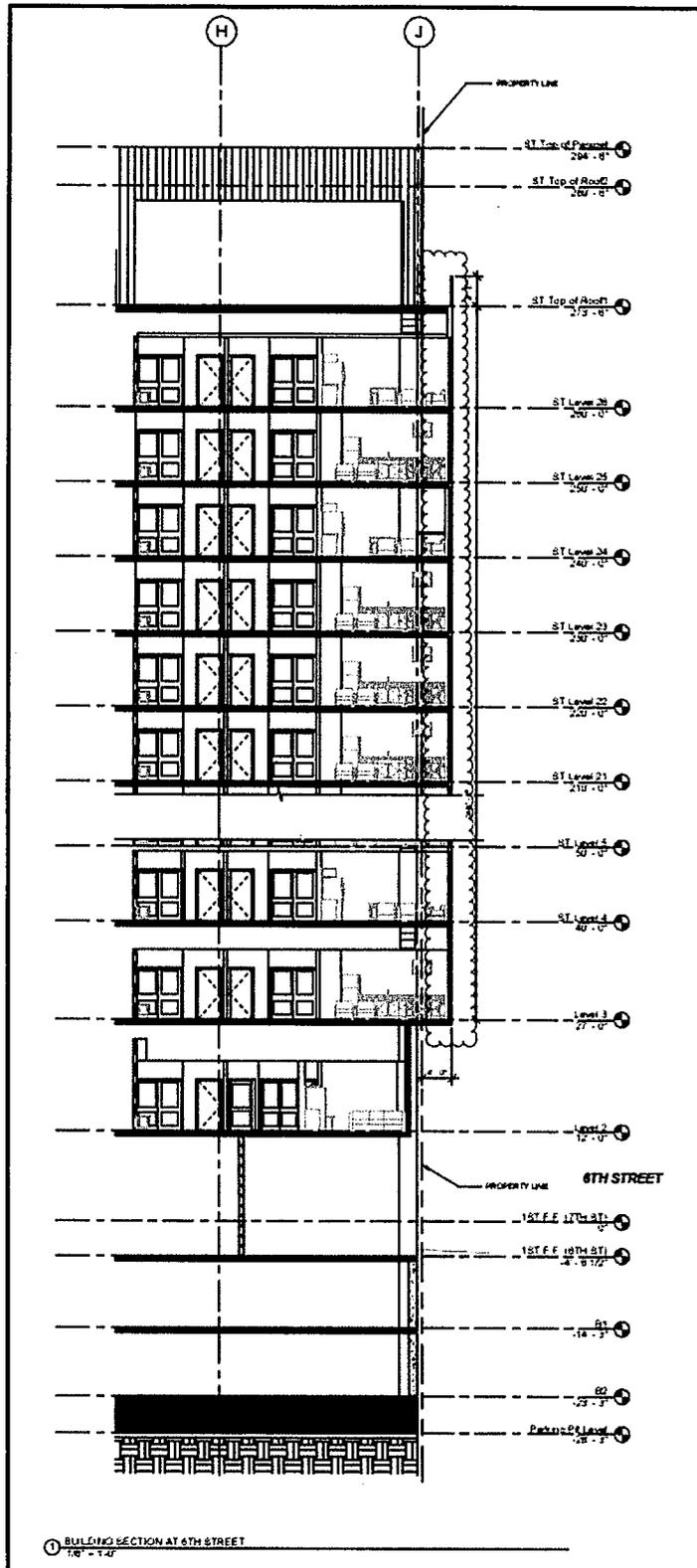
Parcel no 001-0189-003-00 through 001-0189-009-00;
001-0189-013-00; and 001-0189-014-01

Total area of leasable space and awning in the Right-of-Way is approximately 18,904 square feet.



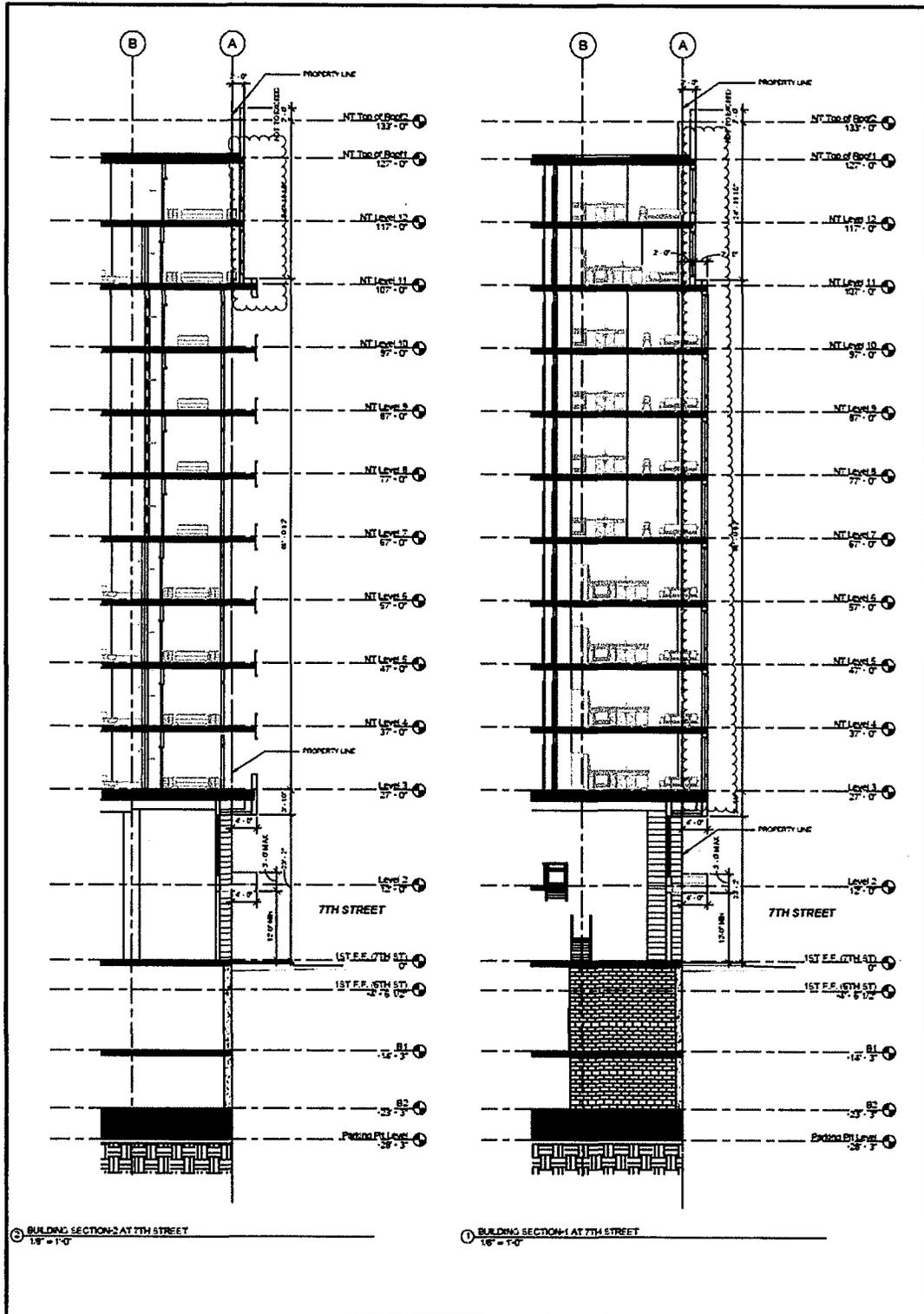
A more legible copy is available at the Office of the Director, DOT, City of Oakland, 250 Frank H. Ogawa Plaza, 4th floor.

EXHIBIT C (continued)



A more legible copy is available at the Office of the Director, DOT, City of Oakland, 250 Frank H. Ogawa Plaza, 4th floor.

EXHIBIT C (continued)



A more legible copy is available
 at the Office of the Director,
 DOT, City of Oakland, 250 Frank
 H. Ogawa Plaza, 4th floor.

EXHIBIT D

Oakland City Council Resolution XXXX C.M.S. (page 1 reference)

EXHIBIT E:

**FORM OF NOTICE TO PROSPECTIVE PURCHASERS AND/OR TENANTS OF
ENCLOSED HABITABLE SPACE IN RIGHT-OF-WAY AT 3268 SAN PABLO AVENUE**

Recording requested by:

CITY OF OAKLAND

When recorded mail to:

City of Oakland
Public Works Department
Dalziel Admin Building
250 Ogawa Plaza - 4th Floor
Oakland, CA 94612
Attn: Director, DOT

----- *space above for Recorder's use only* -----

Address 325 7th Street

Permit no. ENMJ 19057

Parcel no. 001-0189-003-00 through 001-0189-009-00;
001-0189-013-00; 001-0189-014-01

Authorities Municipal Code Section 12.08.080

Description Livable building space encroaching into the Public Right of Way along 6th, 7th, and Harrison
Streets.

This property is subject to a conditional and revocable Major Encroachment Permit No. ENMJ19057 for approximately 18,904 square feet of enclosed habitable space in the public right-of-way ("Encroachment Property"), authorized by City Council Resolution C.M.S. 87577 on December 03, 2019, and effective upon recordation of the accompanying Indenture Agreement between the City of Oakland and PROPERTY OWNER'S NAME HERE ("Permittee") and satisfaction of all conditions therein.

The conditional and revocable Major Encroachment Permit and accompanying Indenture Agreement are binding on the Permittee, successive owners and assigns thereof, and on all successive persons or entities with a fee interest in all or any portion of the Encroachment Property. The conditions and requirements of said Major Encroachment Permit and accompanying Indenture Agreement are recorded with the Alameda County Recorder as encumbrances of the Encroachment Property and its title.

Prospective purchasers and tenants are hereby given notice that the City may revoke this Major Encroachment Permit and require removal of said Encroachments upon the terms and conditions set forth in the Indenture Agreement.