



FILED
OFFICE OF THE CITY CLERK
OAKLAND

AGENDA REPORT

2019 MAY -2 PM 3:06

TO: Sabrina B. Landreth
City Administrator

FROM: Mark Sawicki
Director EWDD

SUBJECT: Fruitvale Transit Village Phase IIB
LDDA & Ground Lease

DATE: April 15, 2019

City Administrator Approval

Date:

5/2/19

RECOMMENDATION

Staff Recommends That The City Council Adopt An Ordinance Authorizing The City Administrator To Negotiate And Execute A Lease Disposition And Development Agreement, A Ninety-Nine Year Ground Lease And Related Documents (Collectively "LDDA") Among The City Of Oakland, The Spanish Speaking Unity Council Of Alameda County, Inc., And Bridge Housing Corporation Or Affiliated Entities For The Fruitvale Transit Village Phase IIB Affordable Housing Development To Be Located On APN 033-2197-019 Bounded By East 12TH Street, 35TH Avenue To The West And 36TH Avenue To The East.

EXECUTIVE SUMMARY

The Fruitvale Transit Village ("FTV") Phase IIB is the next component of the Transit Oriented Development adjacent to the Fruitvale BART station now underway by The Spanish Speaking Unity Council of Alameda County, Inc. ("Unity Council") in partnership with BART and the City of Oakland. The FTV Phase II project is comprised of two components: Phase IIA consists of 94 affordable rental housing units and Phase IIB consists of 181 affordable rental housing units. Phase IIA is currently under construction and is expected to be completed by the end of 2019. The Unity Council and the East Bay Asian Local Development Corporation (EBALDC) are the developers of Phase IIA.

City Council authorized an Exclusive Negotiating Agreement (ENA) pursuant to Resolution No. 86992 C.M.S. with the Unity Council and BRIDGE Housing Corporation ("BRIDGE") as the "Developer" for Phase IIB. Staff recommends adoption of the proposed ordinance to authorize the City Administrator to negotiate and execute an LDDA and Ground Lease for the development of the FTV Phase IIB on the terms provided herein.

Item: _____
CED Committee
May 14, 2019

BACKGROUND/LEGISLATIVE HISTORY

Fruitvale Transit Village (FTV) Phase I

The Fruitvale Transit Village is adjacent to the Fruitvale BART station with a major AC Transit hub, making the property an internationally renowned Transportation Oriented Development (TOD). Wide pedestrian plazas running through the village are host to weekly farmer's markets and event spaces. Fruitvale Village is also adjacent to the bustling Fruitvale commercial district that has experienced a dramatic transformation over the past 10 years. FTV Phase I was completed in 2003 with a gross building area of 257,000 sq. ft., consisting of retail, office, and residential uses. The ground floor of the existing Fruitvale Transit Village is home to locally owned retail spaces. The second-floor offers office spaces for important community resources and organizations. Finally, on the third floor, there are 47 mixed-income one-and two-bedroom apartments.

FTV Phase II

The site for the FTV Phase II project consists of the remaining 3.4 acre Fruitvale BART parking lot which is further divided into Fruitvale Phase IIA commonly known as Casa Arabella, consisting of 94 units on the 1.2-acre parcel and FTV Phase IIB consisting of 181 units on the remaining 2.2-acre property located on East 12th Street between 35th and 36th Avenues (see **Attachment A** for Aerial map).

The FTV Phase IIB site is the continuation of the City's revitalization vision for the Fruitvale area. This plan will bring new residents and rental units to the village and foster 24-hour, 7-day vibrancy and a sense of community that will further strengthen the commercial and retail components located at the village retail plaza. The guiding vision for the Phase IIB development is to provide affordable residential units for Oakland residents and incorporate state of the art green building and energy savings systems into well-designed buildings. The project site is governed by the S-15 Transit Oriented Development Zone capitalizing on both BART mass transit resource as well as the Alameda County Bus Rapid Transit (BRT) line along International Boulevard. The site serves as a surface parking lot for BART commuters and the public. The surface parking lot will be phased out during the construction of the proposed project.

The FTV Phase IIB component (APN 033-2197-019) is the final parcel proposed to be developed as part of the Fruitvale Transit Village through a joint venture between the Unity Council and BRIDGE. The site was formerly owned by BART until the former redevelopment agency purchased the lot in 2010. There are no known major environmental issues, and much of the needed infrastructure is already available in the area. The Unity Council currently has a Memorandum of Understanding (MOU) with BRIDGE to move forward with the development of the FTV Phase IIB.

The proposal is for a four-story building over a parking podium (**Attachment B**). The project is entitled for 181 units of affordable housing and 100 parking spaces. The residents of the project will have access to a large exterior courtyard podium as well as interior common spaces and amenities. On-site amenities include: at least one community room; centralized laundry located in multiple locations throughout the building; community kitchen space; a play area for children

of all ages; expansive landscaped areas in a central courtyard shared with Phase IIA; and designated offices and meeting space for resident and supportive services. In addition, the ground floor will include approximately 7,200-square feet of dedicated community non-profit / commercial space.

Table 1: Summary of Fruitvale Transit Village (FTV) Development

FTV Phase I	FTV Phase II (3.4 acres) 275 units	
Completed	FTV Phase IIA (1.2 acres) Casa Arabella	FTV Phase IIB (2.2 acres)
In 2003, the Unity Council developed 357,000 square feet of retail, office, Head Start, Cesar Chavez Oakland Public Branch Library, Senior Center and 47 residential units.	LDDA executed July 1, 2015 with the Unity Council and EBALDC and Ground Lease executed December 1, 2017 with 92 affordable units and 2 market rate housing units (1.2 acres). Phase IIA is under construction with an expected completion by the end of 2019.	<p>Status: ENA extended to June 30, 2019. Proposed 181 units of affordable housing, 100 parking spaces, and approximately 7,200 sq. ft. of community non-profit/ commercial space on the ground floor.</p> <p>The Unity Council has a MOU with BRIDGE Housing Corporation for Phase IIB.</p> <p>Recommendation to negotiate and execute a LDDA and Ground Lease.</p>

Lease Terms for Phase IIB

Under the proposed LDDA terms, the City of Oakland will lease the FTV Phase IIB site located on APN 033- 2197-019 at East 12th Street between 35th Avenue and 36th Avenue to an affiliate entity of the Developer for the development and management of 181 affordable units, 100 parking spaces, and approximately 7,200 square feet of non-profit commercial space, under a ground lease beginning with the date the Developer closes financing to construct the project. The ground lease payment to the City will be in the form of a capitalized loan of \$8,100,000 payable through residual receipts received from the Project. The \$8,100,000 represents the current Fair Market Value of the property based on an independent appraisal, dated September 10, 2018, prepared by Mateo Advisors, LLC a Member Appraisal Institute (MAI) appraiser.

Unit Mix and Income Targeting

Units at the Project will be available to households earning between 20% and 80% of Area Median Income ("AMI"). 25% (46) of the units will be available to chronically homeless households earning up to 20% of AMI with tenants placed using Alameda County's Coordinated Entry System. 16% (29) of the units will be available to households earning up to 50% of AMI. 52% (94) units will be available to households earning up to 60% of AMI, and the remaining 6% (10) units will be available to households earning up to 80% of AMI. Because of the size of the project, two units will be set aside as on-site manager's units. The FTV Phase IIB project proposes to provide housing units affordable to the following income levels:

Table 2: FTV Phase IIB Housing Units

Affordability	Units	% of Total
20% AMI	46	25
50% AMI	29	16
60% AMI	94	52
80% AMI	10	6
Market rate	2	1
Total	181	100%

Legislative History/Previous Approvals

In July 2010, the City's former Redevelopment Agency approved Resolution No. 2010-0100 C.M.S. and authorized staff to purchase the parking lot from BART for the future FTV Phase II project. Phase II was originally entitled by the Unity Council in 2010 when the City was in the process of acquiring the site from BART.

In January 2012, all redevelopment agencies in the State of California were dissolved, and the Oakland Redevelopment Successor Agency ("ORSA") became the Successor Agency to the Agency pursuant to the Long-Range Property Management Plan approved by the California Department of Finance. As a result, in May 2014, the property was transferred to the City.

Pursuant to Resolution No. 85271 C.M.S approved on November 18, 2014, the City entered into an Exclusive Negotiating Agreement ("Original ENA") with the Unity Council for the entire FTV Phase II 3.4-acre City-owned lot located between 35th and 37th Avenues and East 12th Street. The Original ENA was subsequently extended one year to November 18, 2015, and an additional six months to May 19, 2016, pursuant to the terms of the Original ENA.

On December 18, 2017, the City Council authorized Resolution No.86992 C.M.S. to amend and restate the ENA with the Unity Council for development of the FTV Phase IIB as well as to extend the term of the ENA to December 30, 2018 with a one six-month extension to June 30, 2019. The resolution added BRIDGE and or affiliated entities to the ENA and formally subdivided the FTV Phase II into two projects, Phase IIA and Phase IIB.

Since the site was purchased by the former redevelopment agency from BART with Coliseum Redevelopment Project Area Taxable Bond funds, BART required conditions, covenants, and restrictions on the property. These included, for example, Transfer Developer Fees and Unit Transfer Fees. These fees were waived by the BART Board on January 10, 2019, since this is an affordable rental housing development.

Project Developers

The Unity Council

The Unity Council was founded in 1964, incorporated in 1967, and received 501(c) (3) tax exempt status in 1968. The Unity Council is a non-profit community development corporation committed to enriching the quality of life of families primarily in the Fruitvale District of Oakland. Its mission is to help families and individuals build wealth and assets through comprehensive programs of sustainable economic, social, and neighborhood development. To move forward with the development of the affordable housing on the FTV Phase IIB site, the Unity Council partnered with BRIDGE to undertake the FTV Phase IIB Project.

BRIDGE Housing Corporation

In 1983, BRIDGE was formed from a major anonymous grant given to the San Francisco Foundation to spearhead new solutions to the worsening shortage of affordable housing. BRIDGE has experience in building a range of development types in many settings and forms. BRIDGE is known for creating award-winning affordable homes that not only reflect the character of the community but also display the same quality of design and construction as market-rate housing. As a nonprofit and seasoned developer, BRIDGE is uniquely equipped to find and leverage capital, lower development costs, and forge community partnerships.

BRIDGE has a specialized real estate development team and network of relationships which allows BRIDGE to offer a range of cost and quality advantages with every project. BRIDGE's expertise can also help other developers meet their affordable housing requirements. As a leading development partner, BRIDGE can respond creatively to development opportunities and community needs.

ANALYSIS AND POLICY ALTERNATIVES

A summary report is now required under California Government Code Section 52201 ("Section 52201") before a property under the Long-Range Property Management Plan (LRPMP) is sold or leased for economic development purposes. Economic Planning Systems (EPS), a real estate economic consulting firm, was retained by the City to provide the summary report for the lease of the property (**Attachment C**). The summary report addresses the requirements of Section 52201 and provides information and analysis on the cost of acquisition, lease and assembly of the site, the appraised value, verification of the assumptions provided in the Developer's pro forma, and other requirements that meet the conditions as stated in Section 52201.

Staff recommends approving the LDDA terms and corresponding Ground Lease Term Sheet for the FTV Phase IIB development of 181 residential units (**Attachment D**). FTV Phase IIB is the next piece to a long redevelopment project and process designed to revitalize the area surrounding the Fruitvale BART station, and add urgently needed affordable residential units, and community non-profit/commercial space on the ground floor. This development will help alleviate Oakland's ongoing shortage of housing while meeting goals to add residential and commercial density to transit-rich locations. The Project responds to this by providing affordable housing in a community that is quickly losing it. In partnership with Alameda County's Health Care Services Agency, the Project will also provide 46 supportive housing units targeted to chronically homeless households – directly responding to the region and county's increased rate of homelessness.

Funding Sources

The Unity Council and BRIDGE have applied and received funding from County Measure A1 funds, the City of Oakland's NOFA housing funds, and are now applying for the next round of Affordable Housing and Sustainable Communities (AHSC) funds, as well as Low-Income Housing Tax Credits from the California Tax Credit Allocation Committee (TCAC). The developer is in the process of securing additional funding as shown in **Table 3**.

Table 3: FTV IIB Funding Sources

Source	Amount
City of Oakland NOFA - <i>Awarded</i>	\$5,229,000
Alameda County A1 - <i>Awarded</i>	\$16,227,175
State Housing & Community Development funds through the Affordable Housing Sustainable Communities funds - <i>Applying</i>	\$13,500,000
State Multi-Family Housing Program (MHP) - <i>Applying</i>	\$13,356,825
Total	\$48,313,000

If the Ordinance is not approved, the developer will lose the awarded funds and the City will be delayed several years before being able to develop the property for affordable housing. Timing is of the essence for this approval, since the LDDA must be in place for the MHP funds to be approved.

Ground Lease and Loan Terms

The fair market appraised value of the fee simple interest in the property with entitlements is \$8,100,000, based on an independent, third party MAI appraisal prepared by Mateo Advisors, LLC, dated September 10, 2018. In lieu of requiring an annual ground lease payment, the City

would receive a promissory note at closing of the Ground Lease in the amount of \$8,100,000. Staff recommends this approach for the following reasons: Project funding sources would prevent the lease from being paid as an expense ahead of the project lenders. Moreover, if the lease payment was based on the partnership's profits or gross receipts, the City could potentially be considered an equity partner under tax law, thereby jeopardizing the delivery of the tax credits to the tax credit investor. Thus, in an effort to keep all external funding sources in place while still maximizing the amount paid to the City for its land contribution, the ground rent is being restructured as a capitalized loan. Under this approach, the City would be repaid from two tranches of "residual receipts" payments over the term of the 55-year loan (or receive additional repayment at refinancing), as further explained below.

The Developer would make payments on the loan evidenced by the City note on an annual basis from the project's residual receipts on a pro rata basis with other public lenders in a manner consistent with the applicable provisions of the California Department of Housing and Community Development Uniform Multifamily Regulations (California Code of Regulations, Title 25, Division 1, Chapter 7, Subchapter 19), including Section 8314(a)(2)(A) and (B) thereof. "Residual Receipts" shall mean Project cash flow remaining after payment of required Project expenses and fees, including, without limitation, debt service, operating expenses, required reserves, and payment of developer fees, asset management fees, and partnership management fees in amounts to be specified.

The City Loan would have a term of 55 years beyond the Project's placed-in-service date, with an interest rate of 0%, or such other interest rate as may be feasible based upon projected Project cash flow.

FTV IIB has an initial 66-year ground lease with three (3) options to extend the term in increments of eleven (11) years with a fee of \$25,000 for each extension. The full 99-year lease term length is allowed now after Measure II was passed by Oakland voters in November of 2016, which amended Section 1001 of the City Charter. The 99 years provides security and certainty to private, institutional lenders that they will be repaid because there are enough years to refinance after the 55-year regulatory agreement.

Community Benefits

The proposed development will turn an underutilized property into 181 affordable housing units, with 100 parking spaces, and 7,200 square feet of community non-profit/ commercial space. The development will provide much needed housing for the City of Oakland and act as a catalyst to further transform the area and provide a positive stimulus to the neighborhood. The Project is directly adjacent to the Fruitvale BART station, which also serves as a stop for multiple AC Transit routes. AC Transit is also in the process of constructing BRT lanes along International Boulevard, only one block away. As part of the FTV IIB project, a new bike lane will be developed adjacent to the Fruitvale BART station creating easier bike access to BART and buses.

The Developer shall pay prevailing wages throughout the entire construction phase pursuant to State law.

FISCAL IMPACT

Anticipated Fiscal and Economic Benefits to the City/Community

1. *Ground Lease*- Starting in year one of the lease, the Developer will pay residual receipts based on a Capitalized Loan valued at \$8,100,000 to the City of Oakland. The \$6,000,000 bond funds used for the original purchase of the property are restricted by bond covenants for redevelopment activities with the Coliseum Redevelopment Project Area. Therefore, residual receipts from FTV Phase IIB will be restricted to the Coliseum Project Area and deposited in Entity (1), Coliseum Bond Series 2006B-T Taxable Fund (5656), Land Rental: Misc. Account (44219), CIP Coliseum (94859), Coliseum Program (SC12), and a Project to be determined later for appropriation; and
2. *Permit Fees*- Local Development impact fees include one-time payment of approximately \$3,389,615 and one time local permit fee of approximately \$2,750,000.

PUBLIC OUTREACH/INTEREST

The property is located in the former Coliseum Redevelopment Project Area. A series of community meetings have been held to present the project and many comments have been received. Community members have been overwhelmingly supportive of the project.

Local Neighborhood Crime Prevention Council (NCPC) meetings have been held on a regular basis regarding the status of the project and community members at these meetings have been overwhelmingly supportive of the project as well. The proposed development was presented and approved for entitlements by the Planning Commission on November 28, 2018 (*Attachment E*).

COORDINATION

Staff from Economic and Workforce Development, the Bureau of Planning, and City Attorney's Office worked together with the Developer on the proposed new Fruitvale Transit Village Phase IIB. The Unity Council has coordinated the environmental testing on the site. Finally, Real Estate Services and former redevelopment staff were directly responsible for the acquisition of the BART parking lot parcels in 2010.

SUSTAINABLE OPPORTUNITIES

Economic: The proposed transit oriented development will complement and increase affordable housing opportunities in the Fruitvale district and in Oakland. This project will improve neighborhood conditions and make the neighborhood area more attractive to current and prospective residents, tenants, and businesses that can provide employment within Oakland. An estimated 385 jobs will be created as a result of the construction and management of the FTV

Item: _____
CED Committee
May 14, 2019

Phase IIB development made up of approximately 375 construction jobs and 10 permanent jobs.

Environmental: The proposed transit oriented development is expected to contribute to smart growth by placing housing adjacent to transit services so that residents have easy access to public transportation.

Social Equity: The project will provide 181 affordable residential units which are in great demand in the Fruitvale area and the City of Oakland.

CEQA

The Fruitvale Transit Village Environmental Impact Report (EIR) was certified in May 2010 for FTV Phase II. The application for the residential development and accessory office at 35th Avenue for the FTV Phase IIB development was approved by the Oakland Planning Commission on November 28, 2018. A Notice of Determination was filed pursuant to Section 15075 of CEQA Guidelines. Pursuant to Sections 15162-15164 of the California Environmental Quality Act (CEQA) Guidelines, no additional environmental review is necessary for this action.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt An Ordinance Authorizing The City Administrator To Negotiate And Execute A Lease Disposition And Development Agreement, A Ninety-Nine Year Ground Lease And Related Documents (Collectively "LDDA") Among The City Of Oakland, The Spanish Speaking Unity Council Of Alameda County, Inc., And Bridge Housing Corporation Or Affiliated Entities For Development Of The Fruitvale Transit Village Phase IIB Affordable Housing To Be Located On APN 033-2197-019 Bounded By East 12th Street, 35th Avenue To The West And 36th Avenue To The East.

For questions regarding this report, please contact Theresa Lopez, Urban Economic Coordinator, at (510) 238-6250.

Respectfully submitted,



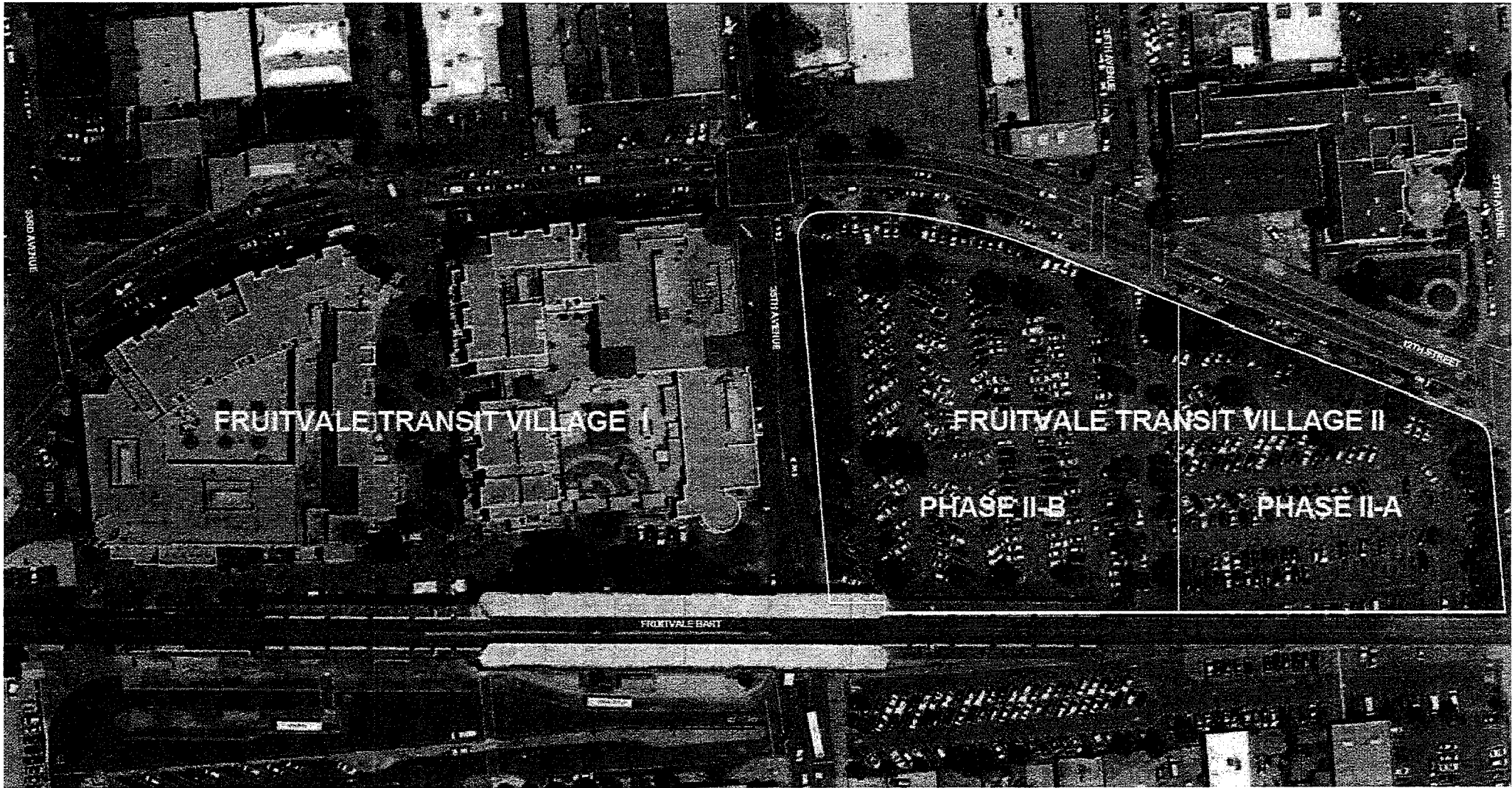
MARK SAWICKI
Director, Economic and Workforce
Development Department

Reviewed by:
Larry Gallegos, Area Manager

Prepared by:
Theresa Lopez, Urban Economic Coordinator

- Attachments (4):
A: Aerial of site
B: FTV IIB Plans
C: CA Gov. Code 52201 Report
D: Term Sheets
E: Planning Approval

ATTACHMENT A- Map of Fruitvale Transit Village Phase I, Phase II A and Phase IIB



ATTACHMENT B



THINK CONTEXT

FRUITVALE TRANSIT VILLAGE PHASE IIB

35TH AVE & 12 ST, OAKLAND, CA 94601

JOINT DEVELOPERS:



DATE ISSUED: 2018.10.03

PROJECT NO: 2017-40133

SHEET NUMBER: A1



ARCHITECTURAL

Cover Sheet	A1
Sheet Index	A2
Site Plan & Project Description	A3
Site Context Overview	A4
Site Context Photographs	A5
Rendering Perspective "A"	A6
Rendering Perspective "B"	A7
Code Analysis Plan	A10
Parking Plan	A11
Level 1 Plan	A12
Level 2 - 4 Typical Plan	A13
Level 5 Plan	A14
Open Space Plan	A15
Lighting Plan	A16
Building Elevation - 35th Ave.	A21
Building Elevation - 35th Ave (Transparency)	A22
Mural Samples	A23
Building Elevation - East 12th St.	A24
Rendering - East 12th St.	A25
Enlarged Elevation - Stoops	A26
Building Elevation - East (Paseo)	A27
Building Elevation - South (BART)	A28
Proposed Exterior Building Materials	A29
Site Sections	A31
Window and Storefront Types	A32

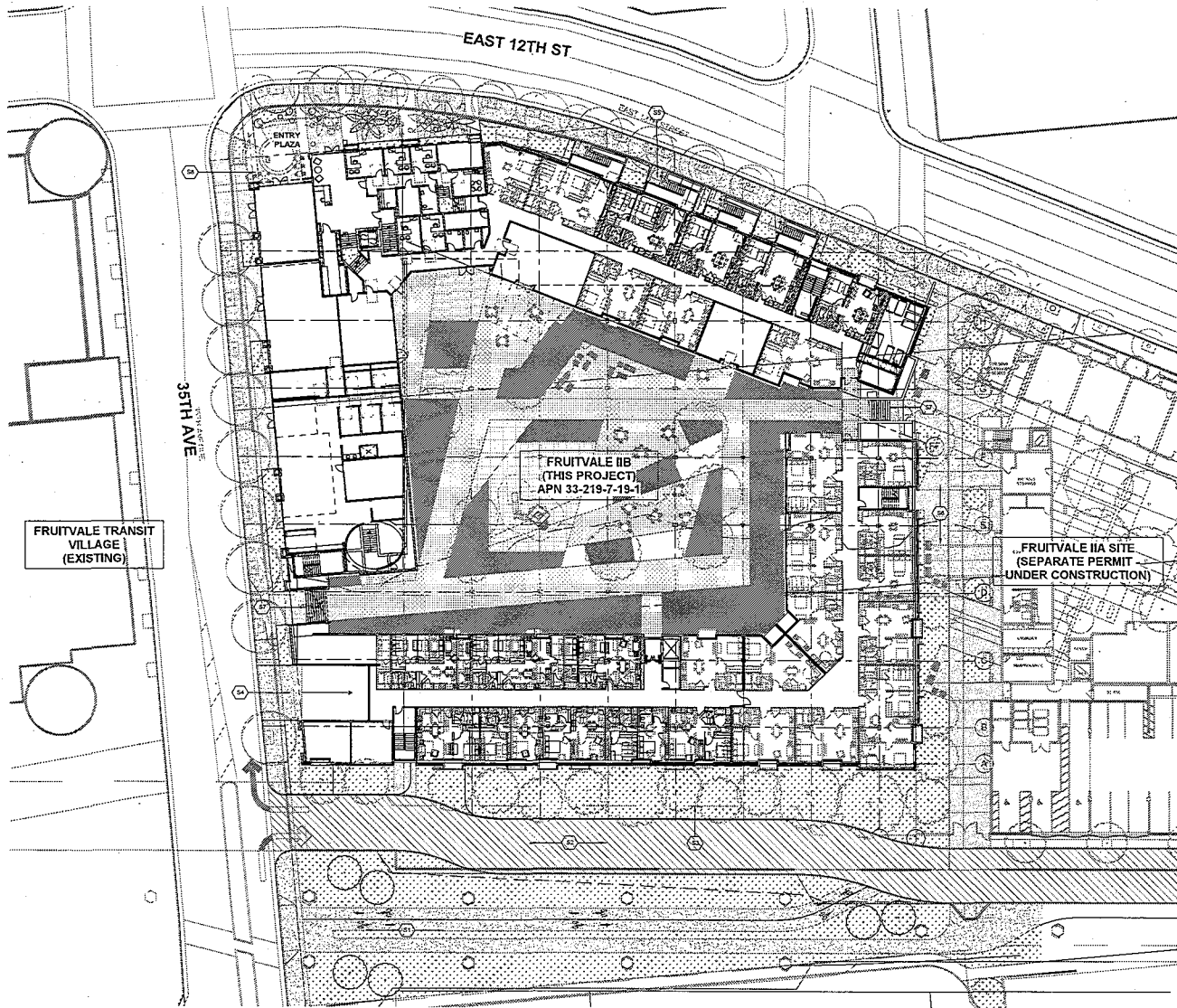
LANDSCAPE

Landscape Street Level	L1
Corner Plaza Enlarged Plan	L2
Entry Stoops Enlarged Plan	L3
Paseo Enlarged Plan	L4
Podium Courtyard	L5
Landscape Plant & Irrigation Legends	L6
Precedent Imagery - Corner Plaza & Paseo	L7
Precedent Imagery - Play & Community Garden	L8
Precedent Imagery - Seating & Planters	L9

CIVIL

Title Sheet	C-1.0
Overall Site Plan	C-1.1
Grading & Wet Utility Plan	C-2.0
Grading & Wet Utility Plan	C-2.1
Grading & Wet Utility Plan	C-2.2
Grading & Wet Utility Plan	C-2.3
Erosion Control Plan	ER-1
Erosion Control Details	ER-2
Conceptual Stormwater Treatment & Management Plan	SW-1





- 51 ELEVATED BART TRACKS AND BART RIGHT-OF-WAY
- 52 EMERGENCY VEHICLE ACCESS LANE & PARKING ENTRY FOR RESIDENTS ONLY - PREVIOUSLY APPROVED AS PART OF PARCEL 8A
- 53 30' SETBACK LINE FROM ELEVATED BART PLATFORM
- 54 DRIVEWAY ENTRY TO BELOW-GRADE GARAGE
- 55 STOPS FOR LIFT ENTRY ALONG EAST 12TH ST (NOTE STOPS ARE SHOWN EXTENDING TO WITHIN 7' OF BACK OF SIDEWALK INSTEAD OF 5')
- 56 SHARED PLAZA BETWEEN PARCELS 8A & 8B
- 57 STAIRS FROM PODIUM COURTYARD FROM PUBLIC RIGHT-OF-WAY (FOR FIRE ACCESS AND ENTRY WILL BE CONTROLLED BY GATES)
- 58 PROPOSED OUTDOOR SEATING AREA TO SERVE CAFE

SITE PLAN KEYNOTES

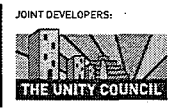
Fruitvale Transit Village Phase IIB ("FTV IIB") is a 181-unit affordable family housing development. The project is the final phase of a comprehensive plan to transform the area immediately surrounding the Fruitvale BART station. The residential uses will target families and individuals earning between 20% and 80% of Area Median Income ("AMI"). In addition to residences, the project will also include approximately 6,000 square feet of ground floor office space along 35th Avenue for a non-profit tenant, including small retail space to be operated by the non-profit tenant. The project is designed in conformance with the approved design guidelines, and features a podium covering the majority of the site, with 4-stories above the podium along the BART tracks, and 3-stories over the podium along 35th Avenue and E. 12th Street — the two masses will surround a landscaped internal courtyard accessible to residents. The garage will include approximately 100 parking spaces accessed from a driveway on 35th Ave. 12th Street is designed with individual residential units exiting directly onto the street.

PROJECT DESCRIPTION

SITE PLAN & PROJECT DESCRIPTION

THINK CONTEXT

FRUITVALE TRANSIT VILLAGE PHASE IIB
35TH AVE & 12 ST, OAKLAND, CA 94601



DATE ISSUED: 2018.10.03
PROJECT NO: 2017-40133



SHEET NUMBER: A3



OVERHEAD AERIAL VIEW

THINK CONTEXT

SITE CONTEXT

FRUITVALE TRANSIT VILLAGE PHASE IIB
 35TH AVE & 12 ST, OAKLAND, CA 94601

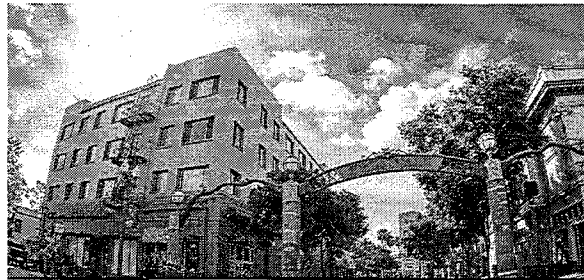
JOINT DEVELOPERS:



DATE ISSUED: 2018.10.03
 PROJECT NO.: 2017-40133

SHEET NUMBER: A4





AVENIDA DE LA FUENTE



FRUITVALE TRANSIT VILLAGE AND BART PLATFORM (ACROSS 35TH AVE)



PARCEL IIA DESIGN (ADJACENT TO SOUTHEAST)

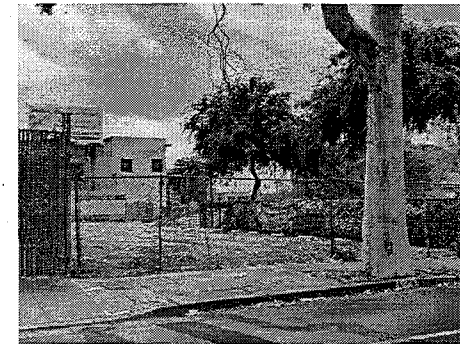


FRUITVALE TRANSIT VILLAGE (CORNER OF 25TH AND EAST 12TH)

SELECTED VIEWS ONLY SHOWN ON THIS SHEET - SEE PROVIDED PHOTOGRAPHS FOR ALL REQUIRED PHOTOGRAPHS FOR DESIGN REVIEW COMMITTEE REVIEW.



FRUITVALE PUBLIC MARKET (NEXT BLOCK ON EAST 12TH)



EMPTY LOT (OPPOSITE SITE OF EAST 12TH ST)

SITE CONTEXT PHOTOGRAPHS

THINK CONTEXT

FRUITVALE TRANSIT VILLAGE PHASE IIB
35TH AVE & 12 ST, OAKLAND, CA 94601

JOINT DEVELOPERS:

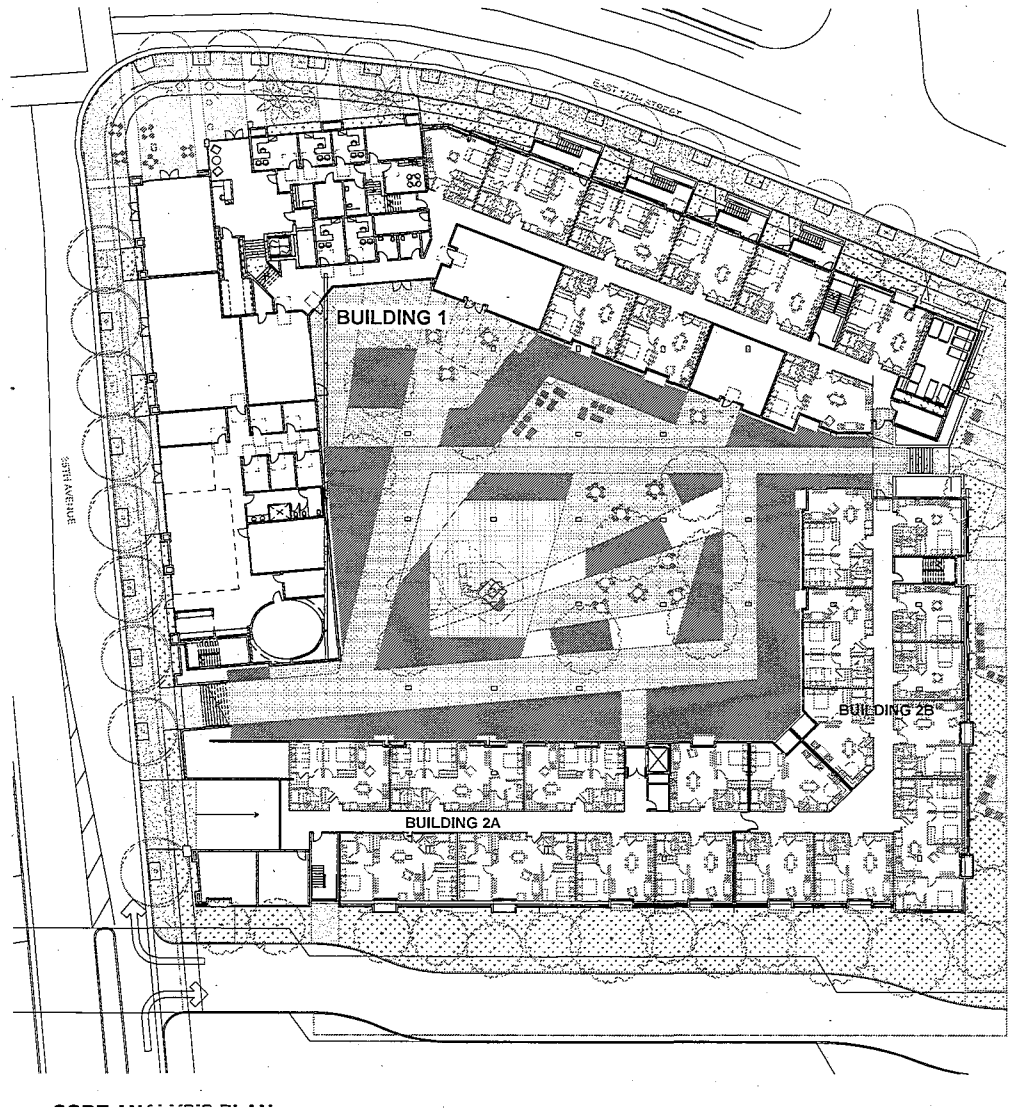


DATE ISSUED: 2018.10.03
PROJECT NO.: 2017-40133

SHEET NUMBER: A5



CODE ANALYSIS



TYPICAL NOTES THROUGHOUT:
 1. TYPE I/A GARAGE AND TYPE R-2 RESIDENTIAL ABOVE ARE SEPARATED BY 3-HR PODIUM SLAB PER CBC 506.2.3.
 2. PARTITIONS WITHIN UNITS - COMBUSTIBLE FRAMING W/ NON-COMBUSTIBLE SOFFITS.
 3. FIRE RESISTIVE ASSEMBLIES FOR PROTECTION OF OPENINGS SHALL BE PER CBC INCLUDING DOORS AND FRAMES, WINDOWS AND FIRE DAMPERS.

GARAGE (BELOW PODIUM)

OCCUPANCY	CONSTRUCTION	OPENINGS AND AREAS ALLOWED
OCCUPANCY S-2 PARKING GARAGE	TYPE I/A FULLY SPRINKLERED	OPENING NOT PERMITTED LESS THAN 7' REFER TO CBC TABLE 705.1 AND CBC 705.8.1 FOR ALLOWABLE OPENINGS

FIRE RESISTIVE REQUIREMENTS (TYPE I/A)

BEARING WALLS (EXTERIOR AND INTERIOR)	3-HR
NON-BEARING WALLS	1-HR LESS THAN 10'
STRUCTURAL FRAME	3-HR
PERMANENT PARTITIONS	1-HR
SHAFT WALLS THROUGH PODIUM	2-HR
TRASH ROOMS	2-HR W/ 90 MIN. DOORS
ELEVATOR MACHINE ROOM	1-HR
ELEVATOR LOBBIES	NOT-RATED
ELECTRICAL ROOMS	1-HR
PODIUM SLAB OCCUPANCY SEPARATION	3-HR

ALLOWABLE AREA CALCULATION

OCC.	CONST. TYPE	SPRINKLER DESIG.	ALLOWABLE AREA PER TABLE 506.2 (A)	INCREASES PER CBC SECTION 506	TOTAL AREA ALLOWED (Aa)
S-2	I/A	S1	316,000	Aa = [A] x (NS x FI) x Sa	Aa = [316,000] x 1 Aa = 316,000

TOTAL GARAGE BUILDING AREA APPROX: 5' BELOW GRADE PLAN 49,514 SF < 316,000 SF. OK.

BUILDING 1 (ABOVE PODIUM / ON-GRADE)

OCCUPANCY	CONSTRUCTION	OPENINGS AND AREAS ALLOWED
OCCUPANCY R-2 RESIDENTIAL	TYPE I/A FULL SPRINKLERED	OPENING NOT PERMITTED LESS THAN 7' REFER TO CBC TABLE 705.1 AND CBC 705.8.1 FOR ALLOWABLE OPENINGS

FIRE RESISTIVE REQUIREMENTS (TYPE I/A)

BEARING WALLS	1-HR
NON-BEARING WALLS	NOT-RATED
STRUCTURAL FRAME	1-HR
UNIT-TO-UNIT FIRE BARRIERS	1-HR
FIRE WALLS	2-HR W/ 90 MIN. DOORS
PERMANENT PARTITIONS	1-HR
ELEVATOR LOBBIES	1-HR W/ 20 MIN. DOORS
SHAFT ENCLOSURES (3-STORIES OR LESS)	1-HR
SHAFT ENCLOSURES (4-STORIES OR PENETRATING PODIUM SLAB)	2-HR

ALLOWABLE AREA CALCULATION

OCC.	CONST. TYPE	SPRINKLER DESIG.	ALLOWABLE AREA PER TABLE 506.2 (A)	INCREASES PER CBC SECTION 506	MAXIMUM SINGLE STORY (Aa)	MAXIMUM TOTAL BUILDING (Sa + 2)
R-2	V-A	SM	30,000	Aa = [A] x (NS x FI) x Sa	Aa = [30,000 x 12,000 x 0.25] x 1 Aa = [30,000 x 3,000] x 1 Aa = 24,000	76,775
B	V-A	SM	54,000	Aa = [A] x (NS x FI) x Sa	Aa = [54,000 x 118,000 x 0.324] x 1 Aa = [54,000 x 5032] x 1 Aa = 26,922	119,664
A-2 / A-3	V-A	SM	34,500	Aa = [A] x (NS x FI) x Sa	Aa = [34,500 x 11,500 x 0.324] x 1 Aa = [34,500 x 3725] x 1 Aa = 12,825	76,452

Aa = ALLOWABLE AREA CALCULATED PER 506.2
 A = TABULAR AREA PER CBC TABLE 506.2
 FI = FRONTAGE INCREASE PER CBC SECTION 506.3.3 - SEE CALCULATION BELOW
 Sa = MULTIPLE STORY INCREASE PER CBC 506.2.3

FRONTAGE INCREASE FI = (F / P) x 0.25 W / 30
 F = PERIMETER OF ENTIRE BUILDING = 847'
 P = PERIMETER OF BUILDING W/ MIN. 20' FRONTAGE = 482.37'
 W = FRONTAGE WIDTH + 37'
 FI = (847 / (F / P - 0.25) W / 30) = (847 / 31.8) (1) = 26.64

FRONTAGE INCREASE Sa = (F / P) x 0.25 W / 30
 F = PERIMETER OF BUILDING W/ MIN. 20' FRONTAGE = 551.57'
 W = FRONTAGE WIDTH + 37'
 Sa = ((F / P - 0.25) W / 30) = (551.57 / 31.8) (1) = 17.34

MIXED OCCUPANCY CALCULATIONS

FLOOR	RESIDENTIAL (R-2) AREA	OTHER OCCUPANCIES		
		A/C TOTAL	A-3 TOTAL	B TOTAL
1	9,627 SF	1068 SF	2745 SF	9960 SF
2	23,400 SF			
3	23,400 SF			
4	23,400 SF			
TOTAL				

BUILDINGS 2A & 2B (ABOVE PODIUM)

OCCUPANCY	CONSTRUCTION	OPENINGS AND AREAS ALLOWED
OCCUPANCY R-2 RESIDENTIAL	TYPE I/A FULL SPRINKLERED	OPENING NOT PERMITTED LESS THAN 7' REFER TO CBC TABLE 705.1 AND CBC 705.8.1 FOR ALLOWABLE OPENINGS

BUILDING CODE NOTES:
 1. TYPE I/A GARAGE AND TYPE R-2 RESIDENTIAL ABOVE ARE SEPARATED BY 3-HR PODIUM SLAB PER CBC 506.2.3.
 2. PARTITIONS WITHIN UNITS - COMBUSTIBLE FRAMING W/ NON-COMBUSTIBLE SOFFITS.
 3. FIRE RESISTIVE ASSEMBLIES FOR PROTECTION OF OPENINGS SHALL BE PER CBC INCLUDING DOORS AND FRAMES, WINDOWS AND FIRE DAMPERS.

FIRE RESISTIVE REQUIREMENTS (TYPE I/A)

EXTERIOR BEARING WALLS	2-HR
INTERIOR BEARING WALLS	1-HR
NON-BEARING WALLS	NOT-RATED
STRUCTURAL FRAME	1-HR
UNIT-TO-UNIT FIRE BARRIERS	1-HR
FIRE WALLS	2-HR W/ 90 MIN. DOORS
PERMANENT PARTITIONS	1-HR
ELEVATOR LOBBIES	1-HR W/ 20 MIN. DOORS
SHAFT ENCLOSURES (3-STORIES OR LESS)	1-HR
SHAFT ENCLOSURES (4-STORIES OR PENETRATING PODIUM SLAB)	2-HR

ALLOWABLE AREA CALCULATION

OCC.	CONST. TYPE	SPRINKLER DESIG.	ALLOWABLE AREA PER TABLE 506.2 (A)	INCREASES PER CBC SECTION 506	MAXIMUM SINGLE STORY (Aa)	MAXIMUM TOTAL BUILDING (Sa + 2)
R-2	I/A	SM	24,000	Aa = [A] x (NS x FI) x Sa	Aa = [24,000 + (24,000 x 0.25)] x 1 Aa = [24,000 + 7502] x 1 Aa = 31,502	63,204

Aa = ALLOWABLE AREA CALCULATED PER 506.2
 A = TABULAR AREA PER CBC TABLE 506.2
 FI = FRONTAGE INCREASE PER CBC SECTION 506.3.3 - SEE CALCULATION BELOW
 Sa = MULTIPLE STORY INCREASE PER CBC 506.2.3

FRONTAGE INCREASE FI = (F / P) x 0.25 W / 30
 F = PERIMETER OF ENTIRE BUILDING = 847'
 P = PERIMETER OF BUILDING W/ MIN. 20' FRONTAGE = 482.37'
 W = FRONTAGE WIDTH + 37'
 FI = (847 / (F / P - 0.25) W / 30) = (847 / 31.8) (1) = 26.64

TOTAL AREA PER FLOOR 30,280 SF
 TOTAL AREA (4 STORIES) 81,120 SF (EXCEPT BETWEEN TWO BUILDING AREAS W/ AREA SEPARATION WALL)

THINK CONTEXT

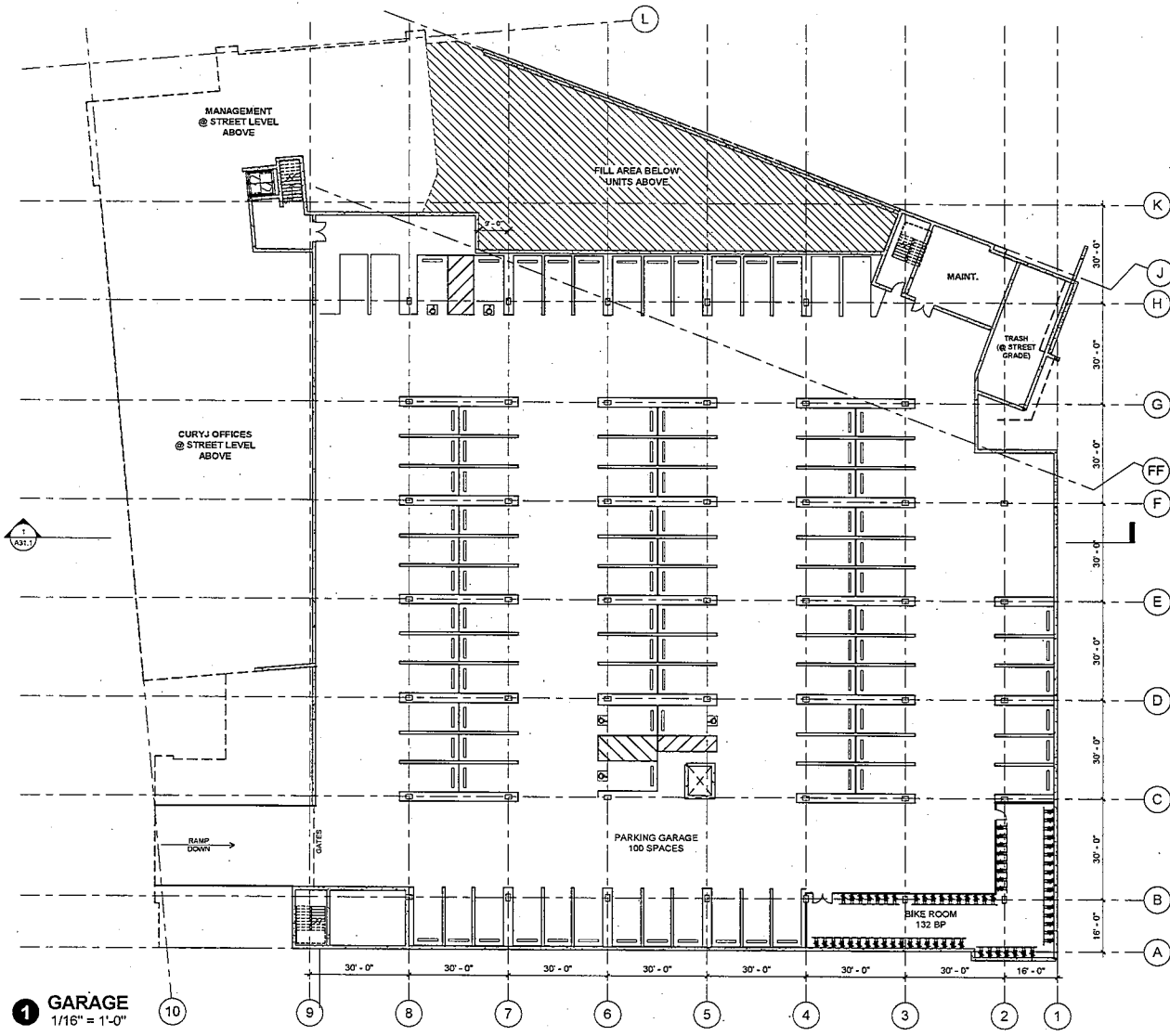
FRUITVALE TRANSIT VILLAGE PHASE IIB
 35TH AVE & 12 ST, OAKLAND, CA 94601

JOINT DEVELOPERS:

CODE ANALYSIS PLAN

DATE ISSUED: 2018.10.03
 PROJECT NO: 2017-40133

SHEET NUMBER: A10



1 GARAGE
1/16" = 1'-0"

THINK CONTEXT

FRUITVALE TRANSIT VILLAGE PHASE IIB

35TH AVE & 12 ST, OAKLAND, CA 94601

JOINT DEVELOPERS:

PARKING LEVEL PLAN

DATE ISSUED: 2018.10.03
PROJECT NO: 2017-40133

SHEET NUMBER: **A11**

SVA
ARCHITECTS

ATTACHMENT C

DRAFT MEMORANDUM

To: Theresa Lopez, City of Oakland
From: Jason Moody and Michael Nimon
Subject: Fruitvale Phase 2B Development Feasibility Review and Findings Pursuant to Government Code Section 52201; EPS #191024
Date: April 11, 2019

The Economics of Land Use



This memorandum provides analysis required under Government Code (GC) Section 52201 for disposition of the City-owned 2.18-acre parcel at Fruitvale BART station located at 35th Avenue, 36th Avenue, and East 12th Street in Oakland (the Project). The Project site is owned by the City of Oakland and administered by the Office of Economic and Workforce Development Department (and referenced hereafter as the City) which is seeking to facilitate development of 181 affordable units, 100 parking spaces, and 7,200 square feet of community nonprofit space. The City entered into an Exclusive Negotiation Agreement in 2017 with Bridge Housing Corporation and Spanish Speaking Unity Council (jointly the Developer) and is currently negotiating a ground lease agreement for the site.

The City has retained Economic & Planning Systems (EPS) to provide an independent financial assessment of development economics based on the most recent Project underwriting and assumptions. EPS has also been involved in helping the City with negotiation of the deal terms with the focus on the ground lease.

Scope and Methodology Overview

This memorandum addresses specific Government Code Section 52201 requirements including:

1. The cost of the agreement to the City, including land acquisition, clearance, relocation of any improvements provided by the City, and the expected interest on any loans or bonds to finance the agreements (52201.2B.i).
2. The estimated value of the property to be conveyed or leased, determined at the highest and best use permitted under the general plan or zoning (52201.2B.ii).
3. The estimated value of the interest to be conveyed or leased, determined at the use and with the conditions, covenants, and

*Economic & Planning Systems, Inc.
One Kaiser Plaza, Suite 1410
Oakland, CA 94612
510 841 9190 tel
510 740 2080 fax*

*Oakland
Sacramento
Denver
Los Angeles*

www.epsys.com

development costs required by the sale or lease. The purchase price or present value of the lease payments which the lessor will be required to make during the term of the lease. If the sale price or total rental amount is less than the fair market value of the interest to be conveyed or leased, determined at the highest and best use, then the City shall provide as part of the summary and explanation of the reasons for the difference (52201.2B.iii).

4. An explanation of why the sale or lease of the property will assist in the creation of economic opportunity, with reference to all supporting facts and materials relied upon in marking this explanation (52201.2B.iv).

This document relies upon industry standards, EPS's experience with similar projects, and a review of market conditions and trends in Oakland and the Bay Area. Specifically, EPS has reviewed the updated calculations and assumptions embodied in the financial pro forma model of the Project submitted by the developer. EPS has not conducted a detailed market analysis associated with this Project. Actual financial outcomes may differ from those projected in the developer pro forma to the extent that future economic cycles, market, and development trends change.

Summary of Findings

- 1. EPS finds that the Developer's financial pro forma is generally consistent with industry standards and the corresponding assumptions fall within a reasonable range for comparable projects.** EPS has reviewed a financial pro forma model submitted by the Developer (in PDF format) and has confirmed that the overall methodology and key assumptions are consistent with prevailing market trends and industry standards.
- 2. Other than prior site acquisition and general overhead expenses, the City is not expected to incur any additional significant costs under the current deal structure with the Developer.** The City's participation consists of the "below the line" allocation of the residual cash flow among soft lenders based on its value of the site and loan from the Housing Department).¹ These terms are designed to leverage private sector investment and are required given the current economics of the Project (e.g., deed restricted affordable rents). The ground lease is based on a 99-year term. The City's repayment for the land is based on the appraised value of \$8.1 million.² The City's repayment will vary significantly on the timing of the actual "below the line" net revenues, and performance of the Project over time.
- 3. The estimated acquisition and assembly cost of the Project site to the Agency is estimated at about \$3.8 million.** The former Redevelopment Agency spent \$6.0 million to acquire the entire 3.4-acre Phase 2 site from BART with acquisition costs funded through bond proceeds expected to be repaid by tax increment over a 30-year period. These represent "sunk" costs that will not be affected by the execution of this agreement (although

¹ Loan repayments to the Agency and other soft lenders are based on net available cash-flow after operating costs, private debt payments, and other project obligations. Soft loans carry no hard debt service obligation.

² The resulting payment for the land to the City yields a net present value of \$1.1 million under a 5 percent discount rate over a lease term. A net present value is the sum of all future cash flows over the entire life of the ground lease discounted to the present to reflect uncertainty and other risks.

could be partially recouped if the City elected to sell in the open market). However, the City will likely recoup a portion of these costs through the ground lease revenue stream. Phase 2B comprises about 65 percent of this acquisition cost based on its proportion of the land area.

4. The appraised value of the interest to be conveyed, determined based on the highest and best use permitted under the redevelopment, was estimated at \$8.15 million. This value was determined through an appraisal by Mateo Advisors as of September 10, 2018 and has not likely changed significantly since. The appraisal is based on sale comparables and assumes the subject property to be developed for market rate housing subject to the existing S-15 zoning (Transit-Oriented Development Zone).

5. Implementation of the Project will contribute to elimination of blight and economic opportunity in the neighborhood as well as provide much needed affordable housing to the region where supply is limited. The Project will achieve a number of goals and objectives outlined in the City's other public agency documents including neighborhood revitalization, infill development, creation of new housing opportunities, and attraction of private investment. The Project can be expected to assist in the alleviation of blighting conditions, catalyzing new development and investment in the area, creating and supporting new construction job opportunities, and improving safety through enhanced street activity. The site is located in the Federally designated opportunity zone, which is a program designed to stimulate investment into economically distressed communities.

Supporting Government Section 52201 Documentation

EPS has reviewed a number of background documents for the Project, including the Developer's pro forma, the Project's appraisal, and other items. Specific sections pursuant to Section 52201 requirements are described below.

Cost of the Redevelopment Agency Land Acquisition

According to City staff, the former Redevelopment Agency spent approximately \$6.0 million for acquisition of the entire 3.14-acre Fruitvale Phase 2 site from BART. Phase 2B attributes to about \$3.8 million based on its fair share allocation of the land area. The cost was funded through bond proceeds envisioned to be repaid over a 30-year period. Based on EPS's understanding, these facts remain unchanged.

Highest and Best Use Value

An appraisal for the property was completed by Mateo Advisors on September 10, 2018. The appraisal came up with a land value opinion of \$8.15 million based on its existing zoning and mixed-use purpose. It is important to note that appraised values often do not reflect economic value because of the wide variety of factors embodied in actual market transactions, including land speculation, the unique characteristics of individual sites (e.g., views, access, adjacencies), the financial and negotiating position of various parties involved, and other factors. Differences between appraised values and economic values can be especially pronounced in cases where development costs exceed the revenue generating potential of proposed uses under existing market conditions (i.e., when economic values are negative). This is often the case for affordable housing projects that require substantial public subsidies to bridge funding gaps.

Implementation of Policy Objectives

Implementation of the proposed Agreement can be expected to meet the following policy goals consistent with the City's General Plan and Housing Element, former Redevelopment Agency's Coliseum Redevelopment Area Plan, and California Department of Housing and Community Development's grant and/or loan criteria:

- Increase in affordable housing opportunities in the Fruitvale district.
- Elimination of blight and creation of a sense of safety in the area by stimulating street level activity.
- Achievement of a high level of architectural, landscape, and urban design and land use principles appropriate to attainment of the objectives of the Redevelopment Plan and capable of attracting new tenants.
- Catalyzation of the area with historically limited private investment and creation of precedent for future infill transit-oriented redevelopment efforts.
- Creation of new construction and long-term employment opportunities.
- Improvement of transportation, open space, parking, and other public facilities and infrastructure throughout the Project Area as well as enhancement of public access to the Fruitvale BART station. Specifically, the developer will install and maintain proposed bike/ped improvements directly underneath the BART aerial from 37th Avenue towards the Fruitvale BART Station.

**GROUND LEASE
TERM SHEET
(FRUITVALE TRANSIT VILLAGE PHASE IIB)**

Note- This term sheet shall serve as the basis for the negotiation of a detailed, final form of Ground Lease ("**Ground Lease**"), to be entered into by and between the City of Oakland, a municipal corporation (the "**City**"), and a tax credit limited partnership of which the managing general partner will be Fruitvale Phase IIB LLC, a California limited-liability company ("**Developer**"), whose members are The Spanish Speaking Unity Council of Alameda County, Inc., a California nonprofit public benefit corporation ("**The Unity Council**"), and BRIDGE Housing Corporation, a California nonprofit public benefit corporation ("**BRIDGE**"). The terms hereof are not binding on the parties until Tenant and City, pursuant to City Council authorization, have executed a mutually acceptable Ground Lease for the proposed project. The final Ground Lease may include terms that differ from, or are in addition to, the terms set forth in this term sheet.

1.	Parties	<p>A. <u>Landlord</u>: City of Oakland, as the "City" or "Landlord".</p> <p>B. <u>Tenant</u>: A to be formed limited partnership of which the Developer (or another entity controlled by BRIDGE and/or The Unity Council) is the managing general partner, as the "Tenant."</p>
2.	Premises	Approximately 2.18-acre parcel owned by City located near the Fruitvale BART station, bounded by East 12th Street, 35th Avenue to the west, and 36th Avenue to the east, as more particularly described on <u>Exhibit A</u> (the " Premises ").
3.	Improvements	The 181 unit housing development to be developed on the Premises in accordance with the Lease, Disposition and Development Agreement (the " LDDA "), including, without limitation, 100 parking spaces and approximately 7,200 square feet of ancillary commercial space, and interior common spaces.
4.	Term	<p>A. <u>Initial Term</u>. The Ground Lease shall have an initial term of sixty-six (66) years.</p> <p>B. <u>Option to Extend</u>. Tenant shall have up to three (3) options to extend the Term in increments of eleven (11) years (each an "Extension Period"), for a total of thirty-three (33) additional years. Tenant shall render to City payment of an extension fee in the amount of Twenty-Five Thousand Dollars (\$25,000) for each Extension Period.</p>

5.	Project Funding Sources	<p>To date, Tenant has received financial commitments from the below listed lenders and in the amounts set forth below:</p> <p>A. The City of Oakland (\$5,229,000) B. Alameda County (\$16,227,175)</p> <p>In addition, to the project funding sources listed above, Tenant will obtain financing consistent with the Financial Plan required by the LDDA.</p>
6.	Restrictions on Financing	<p>Tenant shall not place or suffer to be placed any lien or encumbrance on Landlord's fee interest in connection with any permitted financing. Tenant agrees and acknowledges that Landlord will not subordinate its interest in the Premises nor its right to receive Rent to any mortgagee of Tenant.</p>
7.	Use	<p>Tenant shall use and operate the Premises in accordance with the LDDA for the construction, development of the Improvements, and the Ground Lease for the operation, marketing for lease and leasing of the dwelling units of the Improvements as affordable rental housing for families and such other uses as are reasonably and related to such use, and for limited commercial uses in the ancillary commercial space, as further detailed in the Ground Lease.</p>
8.	Rent	<p>Rent shall be structured as a capitalized, ground rent payment loan from City to Tenant in the amount of Eight Million One Hundred Thousand Dollars (\$8,100,000) ("Capitalized Ground Rent Loan"), based on an updated appraised fair-market value considering the restricted use of the Premises, using this fee-simple appraisal completed on September 10, 2018 as the base document.</p> <p>Tenant shall pay the Capitalized Ground Rent Loan on an annual basis, payable from the project's residual receipts on a pro-rata basis with other public lenders providing financial assistance, in accordance with the provisions of Section 8314 of the Uniform Multifamily Regulations (Cal. Code Regs. Title 25, Division 1 Chapter 7, Subchapter 19).</p> <p>The Capitalized Ground Rent Loan shall have a term of 55 years from permanent loan conversion and have an interest rate of 0% Interest, or such other interest rate as may be feasible based upon projected project cash flow.</p>

9.	Transfer / Assignment	<p>A. <u>Prior to Completion of the Initial Improvements:</u> All transfers shall require the consent of the City, in its sole and absolute discretion, which shall not be unreasonably withheld, conditioned or delayed. Approved transfers shall be (i) pursuant to an agreement, in recordable form, wherein transferee shall assume performance of Tenant's obligations under the Ground Lease, and (ii) subject to City's transfer and processing fees.</p> <p>B. <u>After Completion of the Initial Improvements.</u> All transfers shall require the consent of the City, in its reasonable discretion, which shall not be unreasonably withheld, conditioned or delayed. Approved transfers shall be (i) pursuant to an agreement, in recordable form, wherein transferee shall assume performance of Tenant's obligations under the Ground Lease, and (ii) subject to City's transfer and processing fees.</p> <p>C. <u>Affiliate Transfers.</u> Notwithstanding the foregoing, the assignment to, and assumption of, the Ground Lease by a limited partnership of which the Developer (or another entity affiliated with and wholly controlled by The Unity Council and/or BRIDGE) is the managing general partner, shall be a permitted transfer; provided, however, that such transfer shall be (i) pursuant to an agreement, in recordable form, wherein transferee shall assume performance of Tenant's obligations under the Ground Lease, and (ii) subject to City's transfer and processing fees.</p>
10.	Impositions; Possessory Interest Tax	Tenant shall pay any and all impositions, including, without limitation, possessory interest and property taxes assessed, levied or imposed on the Premises or any of the Improvements or personal property located on the Premises.
11.	Ownership of Improvements; Tax Benefits During Term	During the Term, for federal income tax purposes, Tenant shall be the "tax owner" of the Improvements and shall be entitled to all depreciation deductions and any tax credits with respect to the Improvements.
12.	Default	The Ground Lease will include City's standard remedies, including, without limitation, the right to terminate the transaction upon Tenant's default, subject to standard notice and cure provisions permitting cure rights for Tenant and the lenders and investor for the Improvements.

13.	Tenant Maintenance / Standard of Premises	Tenant shall maintain the Premises and the Improvements in compliance with applicable law and in good condition and repair to the reasonable satisfaction of the City. The Tenant shall ensure that the Premises and the Improvements do not violate the City's Blight Ordinance.
14.	Indemnification	The Ground Lease will require Tenant to indemnify, defend, and hold the Landlord and its Councilmembers, other elected and appointed officials, and employees, officers, commissioners, directors, and agents (collectively, the " <i>Indemnified Parties</i> ") harmless from and against any liability directly or indirectly arising from or relating to Tenant's development, operation, and/or management of the Improvements, including, without limitation, liability arising as a result of property damage, personal injury, or violation of state, federal, or local laws, except to the extent that any of the matters described above is determined by a final non-appealable judgment of a court of competent jurisdiction to have arisen from an Indemnified Party's gross negligence or willful misconduct of an Indemnified Party.
15.	Waiver of Consequential Damages	Neither party shall be liable for and shall waive any claims against the other for any consequential damages incurred by the other Party and arising out of any defaults by the other Party.
16.	City Employment & Contracting Requirements	Tenant shall abide by all applicable City employment and contracting requirements, including, but not limited to, the following: the provisions of City's Local and Small Local Business Enterprise Program; Local Employment Program; Required Prevailing Wages; Living Wage Ordinance; the City of Oakland's First Source Employment Referral Program; Employment Nondiscrimination; and Reporting Requirements of the City of Oakland.
17.	Legal Reimbursement	Tenant shall deliver to City a payment equal to the lesser of (i) Fifty Thousand Dollars (\$50,000) or (ii) the amount necessary to reimburse City for reasonable third party attorneys' fees incurred by City in negotiating and drafting the Ground Lease, the LDDA and all exhibits thereto; provided, that reasonable documentation supporting the amount of attorneys' fees incurred by City is provided to Tenant. Such payment shall be made within ten (10) business days after Tenant's receipt of such supporting documentation. The payment made shall be immediately non-refundable to Tenant. This Section 17 is duplicative of, and not in addition to, Section 19 of the LDDA term sheet for Fruitvale Transit Village IIB.

EXHIBIT A

LEGAL DESCRIPTION

APN 033-2197-019

PARCEL MAP WAIVER PLN1 6 279

Real Property in the City of Oakland, County of Alameda, State of California, described as follows:

All that portion of the map entitled "Levy and Lane Tracts" filed in the Office of the County Recorder of Alameda County in Book 2 of Maps at Page 69, together with all that portion of the map entitled "C.C. Clay's Subdivision" filed in said Office of the County Recorder in Book 11 of Maps at Page 59, together with all that portion of the map entitled "Map of Syndicate Investment Companys" filed in said Office of said County in Book 14 of Maps at Page 19, together with that portion of the map entitled "Map of the Fruitvale Terminal Tract" filed in said Office of said County in Book 15 of Maps at Page 41, together with that portion of East 12th Street and 36th Avenue as said Street and Avenue formerly existed, together with all that portion of East 12th Street as it now exists, described as follows:

Lot 11 and a portion of Lot 12 as described in that certain Certification for Parcel Map Waiver No. 99-11 by the *City* of Oakland, recorded August 20, 1999 as Instrument No. 99321346, Alameda County Records, more particularly described as follows:

Commencing at the intersection of the southwestern line of the Union Pacific Railroad Right Of Way with the southeastern line of 35th Avenue; thence along the southeastern line of said 35th Avenue North 32° 06' 18" East, 156.91 feet to the Point of Beginning; thence from said Point of Beginning, continuing along the last said line and its northeasterly extension, North 32° 06' 18" East, 48.09 feet; thence North 32° 06' 16" East, 80.00 feet; thence North 32° 06' 01" East, 179.68 feet; thence easterly along a curve having a radius of 20.00 feet, concave to the south, through a central angle of 91° 22' 22", an arc length of 31.90 feet to a point of compound curvature; thence southeasterly along a compound curve having a radius of 400.00 feet, concave to the southwest, through a central angle of 25° 25' 42" an arc length of 177.52 feet; thence South 31° 05' 55" East, 68.06 feet; thence South 31° 05' 27" East, 66.04 feet; thence South 37° 06' 51" West, 258.91 feet; thence North 52° 53' 09" West, 72.31 feet; thence North 52° 50' 46" West, 171.88 feet; thence North 37° 09' 14" East, 8.00 feet; thence North 52° 50' 46" West, 45.96 feet to the Point of Beginning.

And containing 94,043 square feet of land, more or less.

LDDA TERM SHEET
FRUITVALE TRANSIT VILLAGE PHASE IIB
(APN #: 033-2197-019)

April 15, 2019

Note- This term sheet shall serve as the basis for the negotiation of a detailed, final Lease Disposition and Development Agreement (“**LDDA**”), between the City of Oakland, a municipal corporation (the “**City**”), and Fruitvale Phase IIB LLC, a California limited liability company (“**Developer**”), whose members are the Spanish Speaking Unity Council of Alameda County, Inc., a California nonprofit public benefit corporation (“**The Unity Council**”), and BRIDGE Housing Corporation, a California nonprofit public benefit corporation (“**BRIDGE**”). The terms hereof are not binding on the parties until Developer and City, pursuant to City Council authorization, have executed a mutually acceptable LDDA for the proposed project. The Final LDDA may include terms that differ from, or are in addition to, the terms set forth in this term sheet.

1	OWNER	City
2	DEVELOPER	Fruitvale Phase IIB LLC, a California limited liability company whose members are The Unity Council and BRIDGE.
3	PROPERTY	Approximately 2.18-acre parcel owned by City located near the Fruitvale BART station, bounded by East 12 th Street, 35 th Avenue to the west, and 36 th Avenue to the east (the “ Property ”). (APN#: 033-2197-019)
4	PROJECT DESCRIPTION	The “ Project ” means the proposed development that will include buildings of 4 and 5 stories of Type III and Type V construction over a concrete podium. The Property has land use approvals for 181 residential units and ancillary commercial space. The residents of the Project will have access to a large exterior courtyard podium, in addition to interior common spaces. The ground floor will include nonresidential space anticipated to be occupied by a nonprofit or other nonresidential tenant, to be approved by City in its reasonable discretion. The podium may also include [100] parking spaces, which will be shared between the residential and commercial uses.

Fruitvale Transit Village Phase IIB LDDA Term Sheet

5	RIGHT OF ACCESS	<p>Developer shall have the right to enter the Property prior to the commencement of the term of the Ground Lease to conduct investigation and testing at Developer's cost and pursuant to the LDDA. Developer shall have the right to access the Property for purposes of completing Developer's due diligence work, subject to providing City with indemnity, insurance and other terms set forth in the LDDA or the Amended and Restated Exclusive Negotiating Agreement (Fruitvale Transit Village Phase IIB) dated as of December 18, 2017 and executed by and between City and Developer (as subsequently amended, the "ENA") (Note: if entering upon the Property prior to the execution of the LDDA). Notwithstanding the prior sentence, Developer shall not do any invasive testing without the prior written consent of City, which shall not be unreasonably withheld, conditioned or delayed and which City acknowledges may be required by Developer's lenders and/or investor.</p>
6	ENVIRONMENTAL INVESTIGATION	<p>The Developer may, at its sole cost, engage its own environmental consultant to make such environmental site assessments or investigations of the Property with respect to possible contamination by hazardous materials as the Developer deems necessary, including conducting any "Phase I" and/or "Phase II" investigations of the Property. Notwithstanding Section 5 above, Developer shall conduct any such environmental investigations as follows:</p> <ul style="list-style-type: none"> a) Developer shall provide advance notice of any Phase I surveys or inspections of the Property. b) Developer may not conduct any Phase II investigations unless the City's environmental specialist has reviewed and approved Developer's proposed work plan. c) Developer shall promptly deliver to the City a copy of all reports and assessments provided by the Developer's consultants. d) If requested by City, the Developer shall, at its sole cost and expense, use its best efforts to cause its environmental consultants to agree that the City may rely on the contents of such reports and assessments through reliance letters.

Fruitvale Transit Village Phase IIB LDDA Term Sheet

7	PRE-CONVEYANCE REQUIREMENTS	As conditions precedent to the conveyance of the leasehold interest in Property to the Developer through the ground lease (the " Ground Lease "), all of the following conditions contained in this Section 7 must first be met by the date indicated for each condition in the schedule of performance to be included in the LDDA (the " Schedule "). The Developer and City shall negotiate mutually acceptable dates for the Schedule during the negotiation of the LDDA. The LDDA may contain provisions to extend certain dates; provided, however, that any extension of the Outside Closing Date shall be subject to the approval of the City Council, which approval shall be in its sole and absolute discretion.
	7.1 <u>Financial Plan</u>	<p>The Developer shall submit to the City for its review and approval the following, which together will be referred to as the "Financial Plan":</p> <ul style="list-style-type: none"> • A detailed cost breakdown of construction of the Project (the "Project Development Budget") containing an itemized construction budget for the Project, showing all construction related and non-construction related costs, including reasonable contingencies, and the funding sources of payment for each item. • A 15-year cash flow projection for the Project. • A copy of letters of commitment for construction financing and permanent financing from reputable institutional lenders, grant funding, equity contributions, tax credit allocations, and other financing from external sources (including proposed joint ventures and Partnerships) as necessary to finance development of the entire Project. • A certified financial statement or other financial statement in such form reasonably satisfactory to the City, evidencing other sources of capital, sufficient to demonstrate that the Developer has adequate funds available and is committing such funds to cover the difference, if any, between the Developer's costs of development and construction and the

Fruitvale Transit Village Phase IIB LDDA Term Sheet

	<p>amount available to Developer from external financing sources</p> <ul style="list-style-type: none"> • Any other evidence reasonably requested by the City demonstrating the economic and financial feasibility of the Project.
<p><u>7.2 Financing and Financing Documents</u></p>	<p><u>Financing.</u> The Developer shall be permitted to grant a security interest in its rights and beneficial interests under the LDDA and/or the Ground Lease in favor of a single lender or a group of public and private, institutional lenders solely in connection with financing of the Project. With respect to Phase IIB, the City will reasonably cooperate with Developer to structure the LDDA and the Ground Lease in such a way that maximizes Developer’s ability to compete for or otherwise obtain affordable housing funding such as from LIHTCs and other local, state and federal programs and to accommodate requirements of Developer’s investor and lenders, to the extent such structure does not (1) have a negative impact on the City’s interest in the Property and Project; or (2) materially change any terms set forth in the LDDA and/or Ground Lease</p> <p>The Schedule shall allow time for Developer to use its best efforts to obtain competitive or other affordable housing financing (including, without limitation, state housing subsidy programs, LIHTCs, local subsidies) for up to two (2) rounds of funding, which would be equivalent to approximately, but no longer than, two (2) years from the Effective Date of the LDDA. Customary force majeure provisions will apply.</p> <p><u>Financing Documents.</u> Developer shall submit to the City for its review and approval a draft of the form of all documents to be used for financing construction of the Project pursuant to the approved Financial Plan (the “<i>Financing Documents</i>”). In accordance with the Schedule, the Developer shall submit to the City the final Financing Documents for the City’s review and approval. The City shall not disapprove the Financing Documents if substantially consistent with the previously approved</p>

Fruitvale Transit Village Phase IIB LDDA Term Sheet

		Financial Plan and the terms of the LDDA. The full execution of the Financing Documents and the closing of all construction financing for the Project shall be a concurrent condition to conveyance of the Property to a Developer.
	<u>7.3 Schematic Designs.</u>	As of the date of this Term sheet, the City's Planning Commission has approved Developer's Schematic Design Plans for the Project. The term " <i>Schematic Design Plans</i> " means schematic drawings, exterior elevations, site plans, floor plans and a garage layout, unit plans (including square footage), a landscaping plan, schematic plans for street and sidewalk improvements, and a sample materials board.
	<u>7.4 Design Development Plans.</u>	Developer shall submit to the City for its review and approval Design Development Plans for construction of the Project. The term " <i>Design Development Plans</i> " means drawings, outline specifications and other documents based on the Schematic Design Plans that fix and describe the size and character of the Project as to architectural and basic structural systems, materials and other elements as appropriate.
	<u>7.5 Project Improvements.</u>	The Project may include a number of public and private improvements, as required by conditions of approval, and any such public improvements will be subject to review and approval by the City in its proprietary capacity and by the appropriate City departments as part of standard review and permitting processes. For purposes of this subparagraph, the term " <i>Project Improvements</i> " shall include, without limitation, such matters and public and private improvements as: (1) any permanent closure or rerouting of any existing public streets or sidewalks; (2) any traffic signals that may need to be replaced or installed; (3) any street lights that may need to be replaced or installed; (4) any relocation of existing utilities and easements to the extent required under planning and building approvals for the Project; and (5) any act that may be required to be performed as a mitigation measure under any environmental document for the Project or as a condition to the issuance of any governmental permit for the Project and any other improvement currently anticipated to be required to develop the Project.

Fruitvale Transit Village Phase IIB LDDA Term Sheet

<p><u>7.6 Final Construction Plans.</u></p>	<p>Developer shall submit to the City for its review and approval Final Construction Plans for construction of the Project. The term "<i>Final Construction Plans</i>" means all construction documentation upon which a Developer and Developer's general building contractor will rely on constructing the Project, and shall include, but not necessarily be limited to, final architectural drawings, landscaping plans and specifications, final elevations, building plans, final specifications, plans for street and sidewalk repairs or improvements, a detailed breakdown of the costs of construction for the Project. The Final Construction Plans shall be substantially consistent with the Schematic Design Plans and the Design Development Plans approved by the City and the City shall not disapprove of such plans so long as they meet this condition.</p>
<p><u>7.7 Green Building Requirements.</u></p>	<p>The Design Development Plans and Final Construction Plans shall demonstrate how principles of environmental sustainability will be incorporated to meet the applicable requirements of the City's Green Building Ordinance (Ordinance No. 13040 C.M.S.), as set forth in Chapter 18.02 of the Oakland Municipal Code (Sustainable Green Building Requirements for Private Development) for residential construction development or applicable building use, as determined by the City. The Developer and its design consultants shall work with City staff to develop appropriate and economically feasible sustainable building goals and strategies using the City's Sustainable Building Guide and Project Management Tool. Principles of environmental sustainability, including substantial use of such green building techniques as energy-conserving design and appliances, water-conserving fixtures, design of surface parking areas with bio-retention, bio-swales, and storm water filtration features, low-maintenance landscaping, recycled-content building materials and low waste construction techniques, shall be incorporated into the Design Development Plans and Final Construction Plans for the Project.</p>
<p><u>7.8 Construction Contract.</u></p>	<p>Developer shall enter into a guaranteed maximum price (GMP) contract or contracts for the construction of the Project with a licensed and reputable general building contractor meeting the employment and contracting obligations contained herein (the "<i>Construction Contract</i>"). In no event shall a Developer contract with any party which</p>

Fruitvale Transit Village Phase IIB LDDA Term Sheet

		<p>has been debarred or suspended by HUD under 24 CFR Part 24.</p> <p>Developer shall submit a draft of the form Construction Contract to the City for its review and approval. Not later than the date set forth for this action in the Schedule, the Developer shall submit a draft of the final Construction Contracts for the Project to the City for its review and approval prior to execution to determine that the cost of the development of the Project has been clearly fixed and determined, that no material changes to the Project will be made without prior consent of the City to the extent required under the LDDA and that the City's employment and contracting requirements as set forth in the LDDA will be met. The Developer shall also submit, prior to or together with the final Construction Contract, a detailed cost breakdown budget for Project construction and development and a construction schedule and a construction cash flow (draw down) projection to be City for its review and approval.</p>
	<p><u>7.9 Performance and Payment Bonds</u></p>	<p>Prior to close of Escrow, Developer shall obtain a labor and materials payment bond in the amount not less than 100% of the cost of construction of the Project pursuant to the Construction Contract to be executed by Developer. Developer shall obtain a performance bond in an amount not less than 100% of the cost of construction of the Project pursuant to the Construction Contract to be executed by Developer.</p> <p>The performance bond and labor and materials payment bonds shall be issued by a licensed surety, shall name the City as a co-obligee or assignee, and shall be in a form reasonably satisfactory to the City.</p>
	<p><u>7.10 Governmental Approvals</u></p>	<p>To the extent not already obtained, Developer shall, apply for all permits, land use entitlements, subdivision map approvals, plan and other required governmental regulatory approvals allowing any subdivision of the Property, if so proposed, necessary for construction and development of the Project to completion (together, the "<i>Governmental Approvals</i>"). To the extent not already obtained, Developer shall also complete environmental review pursuant to CEQA and NEPA, and incorporate any mitigation measures identified in the environmental review process and required to be included in the plans for Project development and</p>

Fruitvale Transit Village Phase IIB LDDA Term Sheet

		<p>operations. The Developer shall give the City ten (10) days' prior notice of any hearings regarding matters described in the LDDA, or if the Developer shall receive less notice, a reasonable amount of advance notice to enable the City to elect to attend such hearings.</p> <p>Developer acknowledges and agrees that receipt of all Governmental Approvals necessary to commence construction of the Project is a precondition to disposition of the Property to the Developer.</p>
	<u>7.11 Property Management Contract</u>	Prior to close of Escrow, the Developer shall submit to the City for its review and reasonable approval the draft contract or contracts with the selected property management company for management of the Project once developed (the " <i>Property Management Contract</i> ").
8	CONSTRUCTION OF THE PROJECT	
	<u>8.1 Commencement of Construction</u>	The Developer shall commence construction work on the Project no later than the date set forth in the Schedule.
	<u>8.2 Construction Obligations</u>	Construction of the Project shall be in accordance with the Final Construction Plans approved by the City.
	<u>8.3 Disabled Access.</u>	The Developer shall develop the Project in compliance with all applicable federal, state, and local requirements for access for disabled persons, including, without limitation and as applicable, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. section 794).
	<u>8.4 Lead-based Paint.</u>	The Developer and its contractors and subcontractors shall not use lead-based paint in the construction of the Project or maintenance of Project units. The Developer shall insert this provision in all contracts and subcontracts for work performed on the Project which involves the application of paint.
	<u>8.5 Quality of Work.</u>	The Developer shall construct the Project in conformance with general industry standards, and shall employ building materials of a quality suitable for the requirements of the Project. The Developer shall develop the Project in full

Fruitvale Transit Village Phase IIB LDDA Term Sheet

		conformance with applicable local, state, and federal statutes, regulations, and building and zoning codes.
	8.6 <u>Developer Fee.</u>	The amount and disbursement of the developer fee and other fees to any party for the Project shall conform to all applicable City, investor and lender requirements.
9	COMPLETION GUARANTY	BRIDGE and The Unity Council (" Guarantors ") shall provide City a Completion Guaranty pursuant to the LDDA and as a condition to closing on the Ground Lease, in a reasonable form to be agreed upon by BRIDGE, The Unity Council, and City and attached to the LDDA as an exhibit (the " Form of Guaranty "). The Guarantors shall guarantee completion of the Project in accordance with the terms of the LDDA.
10	REGULATORY AGREEMENT	Following completion of the Project, the use and operation of the Property and the improvements developed thereon shall be restricted according to the terms of the Ground Lease and the Regulatory Agreement, which shall contain income and rent restrictions for tenants for a term of not less than fifty-five (55) years from the date that fifty percent (50%) of the units have received a certificate of occupancy.
11	DEFAULT	The LDDA will include City's standard remedies including, without limitation, the right to terminate the transaction upon Developer's default, subject to standard notice and cure provisions permitting cure rights for Developer and the Project lenders and investor.
12	INDEMNIFICATION AND INSURANCE	The LDDA and Ground Lease will require Developer to indemnify, defend, and hold the City and its elected and appointed officials, employees, officers, commissioners, directors, partners and agents harmless from and against liability to the extent arising as a result of Developer's development, operation, and/or management of the Project, including, without limitation, liability arising as a result of property damage, personal injury, or violation of state, federal, or local laws, except to the extent liability is caused by the sole active negligence or willful misconduct of the City.

Fruitvale Transit Village Phase IIB LDDA Term Sheet

13	DEVELOPER MAINTENANCE/ STANDARD OF PROPERTY	Following Project completion, Developer shall maintain the Property and the Project in compliance with applicable law and in good condition and repair to the reasonable satisfaction of the City. The Developer shall ensure that the Property does not violate the City's Blight Ordinance.
14	PERMITTED TRANSFERS	Prior to Project completion, the Developer shall not have the right to assign or transfer all or any portion of its rights and obligations under the LDDA, other than an assignment to, and assumption of, the LDDA by a limited partnership (" <i>Partnership</i> ") of which the Developer (or another entity affiliated with and controlled by The Unity Council and/or BRIDGE) is the managing general partner.
15	OFF-SITE IMPROVEMENTS	Developer shall be responsible for the cost of any and all off-site improvements and any relocation of existing utilities and easements to the extent required under Planning and Building Approvals for the Project.
16	TRANSPORTATION IMPACT FEE	All permit and regulatory fees, including, but not limited to, the City's Transportation Impact Fee ("TIF"), which applies to the Project pursuant to City Ordinance OMC Chapter 15.74, Transportation Impact Fees.
17	RESTRUCTURING OF BART AGREEMENTS	Developer agrees to work in good faith with both City and BART regarding certain BART agreements recorded against the Property by BART.
18	CITY EMPLOYMENT & CONTRACTING REQUIREMENTS	Developer shall abide by all applicable City employment and contracting requirements, including, but not be limited to the following: the provisions of City's Local and Small Local Business Enterprise Program; Local Employment Program; Required Prevailing Wages; Living Wage Ordinance; the City of Oakland's First Source Employment Referral Program (" <i>First Source</i> "); Employment Nondiscrimination; and Reporting Requirements to the City of Oakland.

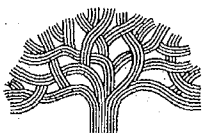
Fruitvale Transit Village Phase IIB LDDA Term Sheet

19	LEGAL REIMBURSEMENT	Developer shall deliver to City a payment equal to the lesser of (i) Fifty Thousand Dollars (\$50,000) or (ii) the amount necessary to reimburse City for reasonable third party attorneys' fees incurred by City in negotiating and drafting the LDDA, the Ground Lease and all exhibits thereto; provided, that reasonable documentation supporting the amount of attorneys' fees incurred by City is provided to Tenant. Such payment shall be made within ten (10) business days after Tenant's receipt of such supporting documentation. The payment made shall be immediately non-refundable to Tenant. This Section 19 is duplicative of, not in addition to, Section 17 of the Ground Lease term sheet for Fruitvale Transit Village Phase IIB.
----	----------------------------	---

Exhibit A

Schedule

Task	Scheduled Completion Date
Pre-conveyance Requirements	
1. Financial Plan	January 10, 2021
2. Financing Documents	September 10, 2021
3. Schematic Designs	Done
4. Design Development Plans	June 1, 2019
5. Public Improvements	June 1, 2019
6. Final Construction Plans	December 2019
7. Construction Contract	September 10, 2021
8. Governmental Approvals	Done
9. Property Management Contract	September 10, 2021
Outside Closing Date	December 10, 2021
Construction of the Project	
1. Commencement of Construction	December 10, 2021
2. Completion of Construction	June 10, 2024



CITY OF OAKLAND

Planning and Building Department
Bureau of Planning

(510) 238-3941
FAX (510) 238-6538
TDD (510) 238-3254

DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA • SUITE 2114 • OAKLAND, CALIFORNIA 94612

Sent via U.S. Mail and Electronic Mail

November 29, 2018

Bridge Housing Corporation
600 California Street Suite 900
Attn. Ethan Warsh

The Unity Council
1900 Fruitvale Ave Suite 2A
Oakland CA 94601
Attn. Chris Iglesias

RE: Case File No. PUD08186-PUDF02

Dear Mr. Warsh and Mr. Iglesias,

The application for residential development with accessory office at 0 35th Ave (APN 033-2177-021) Fruitvale Transit Village Phase IIB was approved by the Oakland Planning Commission on **November 28, 2018**. In their motion, the Planning Commission took the following action:

1. Found that the Fruitvale Transit Village Phase IIB project requires no additional environmental review because it is considered in the Environmental Impact Report for the Fruitvale Transit Village Phase 2, SCH2008122089, certified in May 2010.
2. Approved Residential Facility Design Review of the proposed project, consistent with the finding and conditions of approval included in the staff report and elsewhere in the administrative record;
3. Approved a Final Planned Development Permit including the additional of a bicycle path consistent with the findings and conditions of approval included in the staff report and elsewhere in the administrative record;

Within five working days of the date of the announcement of the decision, you **must** record a Notice of Exemption (NOE), Notice of Determination, and the Environmental Declaration with the Alameda County Clerk's office at 1106 Madison Street, Oakland, CA 94612. To record these documents, please take the original NOD related documents and four copies to the Alameda County Clerk, and return one date stamped copy to the Zoning Division, to the attention of **Rebecca Lind, Planner III**. Pursuant to Section 15075(e) of CEQA Guidelines, recordation of the NOD starts a 30-day statute of limitations on court challenges to the approval under CEQA.

If you, or any interested party, seeks to challenge this decision, an appeal **must** be filed by no later than ten calendar (10) days from the date of this letter, by **4:00 pm on December 10, 2018**, pursuant to Oakland Planning Code section 17.132.020. An appeal shall be on a form provided by the Planning and Zoning Division of the Community and Economic Development Agency, and submitted to the same at 250 Frank H. Ogawa Plaza, Suite 2114, to the attention of **Rebecca Lind, Planner III**. The appeal shall state specifically wherein it is claimed there was error or abuse of discretion by the Zoning Manager or wherein his/her decision is not supported by substantial evidence and must include payment of **\$1,891.08** in accordance with the City of Oakland Master Fee Schedule. Failure to timely appeal will preclude you, or any interested party, from challenging the City's decision in court. The appeal itself must raise each issue that is contested, along with all the arguments and evidence in the record which support the basis of the appeal; failure to do so may preclude you, or any interested party, from raising such issues during the appeal and/or in court.

If you have any questions, please contact the case planner, **Rebecca Lind, Planner III**, at (510) 238-3472 or rlind@oaklandnet.com.

Very Truly Yours,



CATHERINE PAYNE
Acting Development Planning Manager

cc: David Harlan, Building Services Division
Bill Quesada, Inspection Services
Theresa Lopez, Economic and Workforce Development Department
file

Attachment:

- A. Planning Commission Report dated November 28, 2018, including findings and approved plans.
- B. Conditions of Approval
- C. Technical Memorandum Addressing CEQA Compliance

ENVIRONMENTAL DECLARATION

(CALIFORNIA FISH AND GAME CODE SECTION 711.4)

LEAD AGENCY NAME AND ADDRESS

City of Oakland - Bureau of Planning
250 Frank H. Ogawa Plaza, Suite 3315
Oakland, CA 94612
Contact: Rebecca Lind, Planner III

FOR COUNTY CLERK USE ONLY

FILE NO: _____

CLASSIFICATION OF ENVIRONMENTAL DOCUMENT:

(PLEASE MARK ONLY ONE CLASSIFICATION)

1. NOTICE OF EXEMPTION / STATEMENT OF EXEMPTION

A - STATUTORILY OR CATEGORICALLY EXEMPT

\$ 50.00 - COUNTY CLERK HANDLING FEE

2. NOTICE OF DETERMINATION (NOD)

A - NEGATIVE DECLARATION (OR MITIGATED NEG. DEC.)

\$ 2,280.75 - STATE FILING FEE

\$ 50.00 - COUNTY CLERK HANDLING FEE

B - ENVIRONMENTAL IMPACT REPORT (EIR)

\$ 3,168.25 - STATE FILING FEE

\$ 50.00 - COUNTY CLERK HANDLING FEE

****A COPY OF THIS FORM MUST BE COMPLETED AND SUBMITTED WITH EACH COPY OF AN ENVIRONMENTAL DECLARATION BEING FILED WITH THE ALAMEDA COUNTY CLERK.**

BY MAIL FILINGS:

PLEASE INCLUDE FIVE (5) COPIES OF ALL NECESSARY DOCUMENTS AND TWO (2) SELF-ADDRESSED ENVELOPES.

IN PERSON FILINGS:

PLEASE INCLUDE FIVE (5) COPIES OF ALL NECESSARY DOCUMENTS AND ONE (1) SELF-ADDRESSED ENVELOPE.

ALL APPLICABLE FEES MUST BE PAID AT THE TIME OF FILING.

FEES ARE EFFECTIVE JANUARY 1, 2018

MAKE CHECKS PAYABLE TO: ALAMEDA COUNTY CLERK



State of California—The Resources Agency
DEPARTMENT OF FISH AND GAME
2010 ENVIRONMENTAL FILING FEE CASH RECEIPT

RECEIPT#
1464225
STATE CLEARING HOUSE # (if applicable)
2008122089

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY

LEAD AGENCY CITY OAKLAND COMMUNITY AND ECONOMIC DEVELOPMENT AGENCY			DATE 05/20/10
COUNTY/STATE AGENCY OF FILING ALAMEDA COUNTY RECORDER			DOCUMENT NUMBER 10-168
PROJECT TITLE FRUITVALE TRANSIT VILLAGE(PHASE 2) RESIDENT PROJECT, CASE NUMBER ER 08-0005/PUD 08-186/TTM			
PROJECT APPLICANT NAME KRISTI BASCOM			PHONE NUMBER (925) 872-6327
PROJECT APPLICANT ADDRESS 250 FRANK H OGAWA PLAZA SUITE 3330	CITY OAKLAND	STATE CA	ZIP CODE 94612
PROJECT APPLICANT (Check appropriate box): <input checked="" type="checkbox"/> Local Public Agency <input type="checkbox"/> School District <input type="checkbox"/> Other Special District <input type="checkbox"/> State Agency <input type="checkbox"/> Private Entity			

CHECK APPLICABLE FEES:

- | | | | |
|---|------------|----|------------|
| <input checked="" type="checkbox"/> Environmental Impact Report (EIR) | \$2,792.25 | \$ | \$2,792.25 |
| <input type="checkbox"/> Negative Declaration (ND)(MND) | \$2,010.25 | \$ | \$0.00 |
| <input type="checkbox"/> Application Fee Water Diversion (State Water Resources Control Board Only) | \$850.00 | \$ | \$0.00 |
| <input type="checkbox"/> Projects Subject to Certified Regulatory Programs (CRP) | \$949.50 | \$ | \$0.00 |
| <input checked="" type="checkbox"/> County Administrative Fee | \$50.00 | \$ | \$50.00 |
| <input type="checkbox"/> Project that is exempt from fees | | | |
| <input type="checkbox"/> Notice of Exemption | | | |
| <input type="checkbox"/> DFG No Effect Determination (Form Attached) | | | |
| <input type="checkbox"/> Other _____ | | \$ | |

PAYMENT METHOD:

- Cash Credit Check Other _____

TOTAL RECEIVED \$ 2,842.25

SIGNATURE

X *Kristi Bascom*

TITLE

DEPUTY ASSOCIATES

ALAMEDA COUNTY CLERK-RECORDER
1106 MADISON STREET
OAKLAND, CA 94607
(510) 272-6362

ISSUED TO:
CITY OAKLAND/KRISTI BASCOM
RECEIPT # 1464225
05/20/2010 09:05:04 AM

SERVICE PAGES DTY FEE
GENERAL BUS 1 1 2,842.25

Total Amount Due \$2,842.25
CHECK 315121 2,792.25
CHECK 315120 50.00

Total Payments: \$2,842.25
PATRICK O'CONNELL
CLERK RECORDER
Deputy: DCAP

NOTICE OF DETERMINATION
California Environmental Quality Act (CEQA)

DATE: November 29, 2018

TO: Alameda County Clerk
1106 Madison Street
Oakland, CA 94607

Office of Planning and Research
State Clearinghouse
1400 Tenth Street
Sacramento, CA 95814

FROM: City of Oakland
Bureau of Planning
250 Frank H. Ogawa Plaza, Suite 3315
Oakland, CA 94612
Contact: Rebecca Lind, Planner III, (510) 238-3472

SUBJECT: Filing of Notice of Determination/Exemption in compliance with Section 21108 or 21152 of the Public Resources Code

PROJECT TITLE:) 35th Ave Fruitvale Transit Village Phase IIB
STATE CLEARINGHOUSE NUMBER (If submitted to State Clearinghouse): SCH #2008122089
PROJECT APPLICANT Ethan Warsh
PROJECT LOCATION: Corner of 35th Avenue and 12th Street et (APN: 033-21277-021)
PROJECT DESCRIPTION: Approval of the Final PUD (Phase IIB) which is the last phase of a previously approved project (2010). The original project included construction of 275 units with up to 277 parking spaces on 3.4 acres to be completed in two phases. :Phase IIA included 94 affordable units, 47 on site parking spaces and 30 offsite parking spaces on 1.03 acres. It was approved in 2015. The current Phase IIB includes 181 affordable units on 1.25 acres. The project consists of two, mid-rise buildings (3 stories and 4-stories) over a one story parking podium and includes one basement garage level with 100 parking spaces. The project also includes 5,000 square feet of office and 1000 sf of café on the ground-floor.

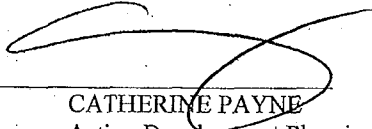
This is to advise that the City of Oakland as the Lead Agency for the above described Project has approved the Project and has made the following determinations on November 28, 2018.

The above actions partially implement actions previously approved by the Planning Commission on May 19, 2010, and described in the NOD that was filed with the Alameda County Clerk and the State Clearinghouse on May 20, 2010. Specifically, the May 20 NOD advised that on May 19, 2010, the Oakland Planning Commission, acting as Lead Agency for the City of Oakland adopted/approved the Fruitvale Transit Village Phase II Preliminary Planned Unit Development and certified the Environmental Impact Report (EIR) filed with the State Clearinghouse as SCH2008122089. On May 6, 2015, the Oakland Planning Commission, acting as Lead Agency for the City of Oakland pursuant to CEQA, adopted a Phase IIA Final Development Permit and Memo/Addendum to the Fruitvale Transit Village Project EIR (SCH#2008122089) for the Final Development Permit. The 2015 NOD for Phase IIA, filed June 11, 2015 advised that 94 of the total 275 units were approved and that a subsequent phase would include 181 market rate units.

The Phase IIB development plan includes 181 affordable rather than market rate units. This current NOD for Phase IIB provides notice that the current action is consistent with the development program included in the already certified 2010 Fruitvale Transit Village EIR, and the 2015 Addendum and no further CEQA review is required pursuant to CEQA Guidelines 15162 and 15164 and Public Resources Code Section 21094.5.

Please see/reference an accompanying and complementary filed Notice of Exemption.

11/29/18
Date


CATHERINE PAYNE
Acting Development Planning Manager
Department of Planning and Building
Environmental Review Officer

City of Oakland
Bureau of Planning
250 Frank H. Ogawa Plaza, Suite 2114
Oakland, CA 94612

NOTICE OF EXEMPTION

TO: Alameda County Clerk
1106 Madison Street

Oakland, CA 94612

Project Title: Case No. PUD08186-PUDF02

Project Applicant: Ethan Walsh

Project Location: 0 35th Ave, Oakland, CA

Project Description: New construction of a 5story 181-unit residential building with 6,000 sf of retail/commercial.

Exempt Status:

Statutory Exemptions

- Ministerial {Sec.15268}
- Feasibility/Planning Study {Sec.15262}
- Emergency Project {Sec.15269}
- Other: {Sec._____}

Categorical Exemptions

- Existing Facilities {Sec.15301}
- Replacement or Reconstruction {Sec.15302}
- Small Structures {Sec.15303}
- Minor Alterations {Sec.15304}
- In-fill Development {Sec. 15332}
- General Rule {Sec.15061(b)(3)}

Other

- Projects consistent with a community plan, general plan or zoning {Sec. 15183(f)}
- Previously certified EIR SCH2008122089 (Sec.15162 through 15164)**

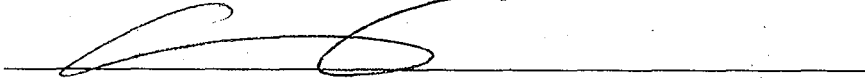
Reasons why project is exempt: This project is the final phase of a larger project analyzed in the Environmental Impact Report for the Fruitvale Transit Village Phase 2, SCH2008122089, certified in May 2010. The project was found to be consistent with the prior environmental analysis with no substantial changes. Since certification of the 2010 EIR, conditions in and around the Fruitvale Transit Village Project area have not substantially changed. There are no substantial changes in noise levels, air quality, traffic, or other conditions within and around the Fruitvale Transit Village Project site since certification of the EIR. There is no new information of substantial importance which was not known and could not have been known with the exercise of reasonable diligence at the time the 2010 EIR was certified that is

expected to result in a substantial increase or severity of previously identified environmental effects or change the feasibility for acceptance of mitigation measures.

Lead Agency: City of Oakland, Community and Economic Development Agency, Zoning Division, 250 Frank H. Ogawa Plaza, Suite 2114, Oakland, CA 94612

Department/Contact Person: Rebecca Lind, Planner III

Phone: 510-238-3472



11/29/18

Signature (Catherine Payne, Acting Environmental Review Officer)

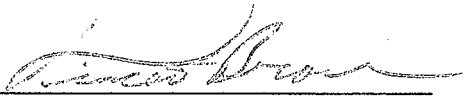
Date:

Pursuant to Section 711.4(d)(1) of the Fish and Game Code, statutory and categorical exemptions are also exempt from Department of Fish and Game filing fees.

FILED
OFFICE OF THE CITY CLERK
OAKLAND

2019 MAY -2 PM 3:06

APPROVED AS TO FORM AND LEGALITY


DEPUTY CITY ATTORNEY

OAKLAND CITY COUNCIL

ORDINANCE NO. _____ C.M.S.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A LEASE DISPOSITION AND DEVELOPMENT AGREEMENT, A NINETY-NINE YEAR GROUND LEASE AND RELATED DOCUMENTS (COLLECTIVELY "LDDA") AMONG THE CITY OF OAKLAND, THE SPANISH SPEAKING UNITY COUNCIL OF ALAMEDA COUNTY, INC., AND BRIDGE HOUSING CORPORATION OR AFFILIATED ENTITIES FOR THE FRUITVALE TRANSIT VILLAGE PHASE IIB AFFORDABLE HOUSING DEVELOPMENT TO BE LOCATED ON APN 033-2197-019 BOUNDED BY EAST 12TH STREET, 35TH AVENUE TO THE WEST, AND 36TH AVENUE TO THE EAST

WHEREAS, pursuant to the authority granted in Resolution No. 2010-1000 C.M.S. adopted July 13, 2010, the former City of Oakland Redevelopment Agency (the "Agency") purchased a 3.4 acre surface parking lot consisting of two parcels, APN 033-2177-021 ("Phase IIA Property") and APN 033-2197-019 ("Phase IIB Property") bounded by 35th and 37th Avenues, East 12th Street and the Bay Area Rapid Transit (BART) tracks (Phase IIA Property and Phase IIB Property, collectively, the "Property"), to promote economic development in the community and to assist with the development of Phase II of the Fruitvale Transit Village; and

WHEREAS, in January 2012, all redevelopment agencies in the State of California were dissolved, the Oakland Redevelopment Successor Agency ("ORSA") became the successor agency to the Agency and pursuant to the Long-Range Property Management Plan approved by the California Department of Finance in May 2014, the Property was transferred to the City of Oakland (the "City"); and

WHEREAS, the City and The Spanish Speaking Unity Council of Alameda County, Inc. (the "Unity Council") and L & M Development Partners, Inc. entered into an Exclusive Negotiating Agreement ("ENA") on November 18, 2014 as authorized by Resolution 85271 C.M.S. for the purpose of studying the feasibility of the development of a proposed housing project comprised of 94 mixed-income residential units on the parcel number 033-2177-021 (the "Phase IIA Project") and the proposed affordable housing development comprised of 181 affordable residential units on the parcel number 033-2197-019 (the "Phase IIB Project"); and

WHEREAS, on June 22, 2015, the City Council authorized the City Administrator to negotiate and execute a Lease and Disposition Agreement with the Unity Council and L & M Development Partner Inc. for the development of the Fruitvale Transit Village Phase IIA project. The City amended the Lease Development and Disposition Agreement and related documents

(collectively, the "Phase IIA LDDA") to add the East Bay Asian Local Development Corporation (EBALDC) as an additional party to the Phase IIA LDDA pursuant to Ordinance No. 13346 C.M.S. adopted on December 8, 2015. The LDDA sets forth the terms and conditions of the development of the Phase IIA Project and the use of the Phase IIA Property by the Developer and any successors to the Phase IIA Property; and

WHEREAS, On July 19, 2016, Ordinance No. 13387 C.M.S. amended the Phase II A LDDA to remove L & M Development Partners and retaining the Unity Council and EBALDC as parties to the LDDA; and

WHEREAS, On July 27, 2017, Ordinance No. 13447 C.M.S. amended three ordinances to extend the term of the lease from 66 years to 99 years; and

WHEREAS, On December 18, 2017, Resolution No. 86992 C.M.S. was approved by the City Council and authorized a resolution amending Resolution No. 85271 C.M.S. to amend and restate the exclusive negotiating agreement ("Amended And Restated ENA") with the Unity Council for development of the Fruitvale Transit Village Phase II ("FTV Phase II") as follows: 1) formalize the subdivision of FTV Phase II into two projects, Phase IIA And Phase IIB; 2) extend the term of the amended and restated ENA Phase IIB Project by one year through December 30, 2018, with one six month administrative extension; and 3) add BRIDGE Housing Corporation ("BRIDGE") and or affiliated entities as a party to the amended and restated ENA for the development of the Phase IIB Project. The Unity Council and BRIDGE are hereinafter collectively referred to as the "Developer"; and

WHEREAS, staff and Developer have negotiated an LDDA and Ground Lease Term Sheet for the Fruitvale Transit Village Phase IIB affordable housing development, which sets forth the terms and conditions to be included in the LDDA and its exhibits, including the Ground Lease for a 99-year lease of the Phase IIB Property for the development of the Phase IIB Project, with a residual receipts payment from a capitalized loan based on the Fair Market Value of the property. The term of the capitalized loan is for 55 years with 0% interest or such other interest rate as may be feasible based upon projected Project cash flow and the requirements of the Project's low-income housing tax credit ("LIHTC") investor. The Ground Lease for the Phase IIB Project is proposed to have a term of sixty-six (66) years commencing upon the date upon which the Developer commences construction, and shall include up to three (3) options to extend the term in increments of eleven (11) years each, for a total of thirty-three (33) additional years; subject to additional requirements of Project lender(s) and investors; and

WHEREAS, the \$6 million bond funds used for the original purchase of the property are restricted by bond covenants for redevelopment activities with the Coliseum Redevelopment Project Area. Therefore, residual receipts from FTV Phase IIB will be restricted to the Coliseum Project Area and deposited in Entity (1), Coliseum Bond Series 2006B-T Taxable Fund (5656), Land Rental: Misc Account (44219), CIP Coliseum (94859), Coliseum Program (SC12), and a Project to be determined later for appropriation; and

WHEREAS, given the financial feasibility of the Phase IIB Project, the lease of the Property to the Developer will be for a term of 99 years and will provide residual receipts payments based on the agreed upon terms in the ground lease; and

WHEREAS, California Government Code Section 52201 ("State Law") requires that before any real property formerly owned by the Agency is sold or leased for economic development purposes, the sale or lease must first be approved by the legislative body (i.e., the City Council) by resolution after public hearing; and

WHEREAS, a public hearing of the City Council was held to hear public comments on the lease of the Phase IIB Property to the Developer or affiliated entity for the Phase IIB Project; and

WHEREAS, notice of the time and place of the public hearing was given by publication in a newspaper of general circulation in Alameda County at least once a week for at least two successive weeks prior to the public hearing; and

WHEREAS, as required by State Law, the City made a report available to the public for inspection, no later than the first date of publication of the notice for the hearing, that contains: (i) a copy of the proposed lease of the Phase IIB Property and (ii) a summary of (a) the cost of the agreement to the City, (b) the estimated highest and best use value of the Phase IIB Property permitted under the City general plan or zoning, (c) the estimated value of the Phase IIB Property determined at the use with the conditions, covenants, and developments required by the proposed lease, the present value of the lease payments required to be made during the term of the lease, with an explanation of the reasons for the difference between the two values, and (d) an explanation, with supporting facts and materials, of why the lease of the Phase IIB Property and development of the Phase IIB Project will assist in the creation of an economic opportunity; and

WHEREAS, the City Council previously certified in May 2010 the Environmental Impact Report (EIR) for the Project, and the Oakland City Planning Commission approved the Project for entitlements on November 28, 2018. The residential development and accessory office at 35th Avenue for the FTV IIB development was approved by the Oakland Planning Commission on November 28, 2018. A Notice of Determination was filed pursuant to Section 15075 of CEQA Guidelines. Pursuant to Sections 15162-15164 of the California Environmental Quality Act (CEQA) Guidelines, no additional environmental review is necessary for this action; now, therefore

The Council of the City of Oakland does ordain as follows:

SECTION 1. The City Council hereby authorizes the City Administrator or his or her designee to negotiate and execute the LDDA and the Ground Lease for Fruitvale Transit Village Phase IIB affordable housing development, including the Ground Lease for 99 years for lease of the Phase IIB Property for the development of the Phase IIB Project. The Ground Lease for the Phase IIB Property is proposed to have a term of sixty-six (66) years commencing upon or substantially concurrent with the date of closing of the construction loan for the Phase IIB project, and shall include up to three (3) options to extend the term in increments of eleven (11) years each, for a total of thirty-three (33) additional years, subject to additional requirements of Project lender(s) and investors. The City Council hereby authorizes City staff to lease the Phase IIB Property for ninety-nine (99) years to the Developer or an affiliated entity approved by the City Administrator.

SECTION 2. The City Council hereby finds and determines that the \$6 million bond funds used for the original purchase of the property are restricted by bond covenants for

redevelopment activities with the Coliseum Redevelopment Project Area. Therefore, residual receipts from FTV Phase IIB will be restricted to the Coliseum Project Area and deposited in Entity (1), Coliseum Bond Series 2006B-T Taxable Fund (5656), Land Rental: Misc. Account (44219), CIP Coliseum (94859), Coliseum Program (SC12), and a Project to be determined later for appropriation; and

SECTION 3. The City Council hereby finds and determines that the lease of the Phase IIB Property for the Phase IIB Project will assist in the creation of economic opportunity in the City by:

- creating and expanding new jobs, including approximately 375 construction jobs and 10 permanent jobs, which is at least one full-time equivalent permanent job for every \$200,000 in City investment; and
- increasing property tax revenue to all taxing entities by at least 15% of total property tax when compared to the year prior to the City's acquisition of the Property.

SECTION 4. The City Council hereby further finds and determines that the consideration for the lease of the Phase IIB Property is not less than the fair reuse value of the Phase IIB Property at the use and with the covenants and conditions and development costs authorized by the lease, and that it is in the best interest of the City to lease the Phase IIB Property to the Developer at its fair reuse value given the need to redevelop the Phase IIB Property for the benefit of the community.

SECTION 5. All agreements associated with the conveyance of the Phase IIB Property for the Phase IIB Project shall be reviewed and approved as to form and legality by the Office of the City Attorney prior to execution by the City, and shall be placed on file with the City Clerk.

SECTION 6. The City Council hereby finds and determines that none of the circumstances necessitating preparation of additional environmental review, as specified in CEQA and the CEQA Guidelines, including, without limitation, Public Resources Code Section 21166 and CEQA Guidelines Sections 15162 or 15163 are present in that (1) there are no substantial changes proposed in the Phase IIB Project or the circumstances under which the Phase IIB Project is to be undertaken that would involve new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and (2) there is no "new information of substantial importance," as defined in CEQA Guidelines Section 15162(a)(3).

SECTION 7. The recitals contained in this Ordinance are true and correct and are an integral part of the Council's decision.

SECTION 8. The City Council hereby authorizes the City Administrator or his or her designees to (1) determine satisfaction of conditions precedent under the LDDA to the conveyance of the leasehold estate in the Phase IIB Project, such determination to be conclusively evidenced by the execution and delivery by the City Administrator of the Ground Lease and (2) take whatever action is necessary with respect to the lease of the Phase IIB Property for the Phase IIB Project consistent with this Ordinance and its basic purposes.

SECTION 9. This Ordinance shall be in full force and effect immediately upon final adoption, as provided by Section 216 of the City Charter, if adopted by at least six members of Council, or upon the seventh day after final adoption if adopted by fewer votes.

IN COUNCIL, OAKLAND, CALIFORNIA,

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

Date of Attestation: _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A LEASE DISPOSITION AND DEVELOPMENT AGREEMENT, A NINETY-NINE YEAR GROUND LEASE AND RELATED DOCUMENTS (COLLECTIVELY "LDDA") AMONG THE CITY OF OAKLAND, THE SPANISH SPEAKING UNITY COUNCIL OF ALAMEDA COUNTY, INC., AND BRIDGE HOUSING CORPORATION OR AFFILIATED ENTITIES FOR THE FRUITVALE TRANSIT VILLAGE PHASE IIB AFFORDABLE HOUSING DEVELOPMENT TO BE LOCATED ON APN 033-2197-019 BOUNDED BY EAST 12TH STREET, 35TH AVENUE TO THE WEST, AND 36TH AVENUE TO THE EAST

NOTICE AND DIGEST

This Ordinance authorizes the disposition of a portion of the property at 35th Avenue and East 12th Street known as assessor's parcel number 033-2197-019 to The Spanish Speaking Unity Council of Alameda County, Inc. (the "Unity Council") and BRIDGE Housing Corporation ("BRIDGE") for the development of Fruitvale Transit Village Phase IIB, which shall consist of 181 affordable residential units, 100 parking spaces, and approximately 7,200 square feet of non-profit/commercial space. This Ordinance authorizes the City Administrator to sign the Lease Disposition and Development Agreement (LDDA) with the Unity Council and BRIDGE or their Affiliated Entities for this transaction, and makes associated findings with respect to the California Environmental Quality Act (CEQA) and other matters.