

ATTACHMENT A

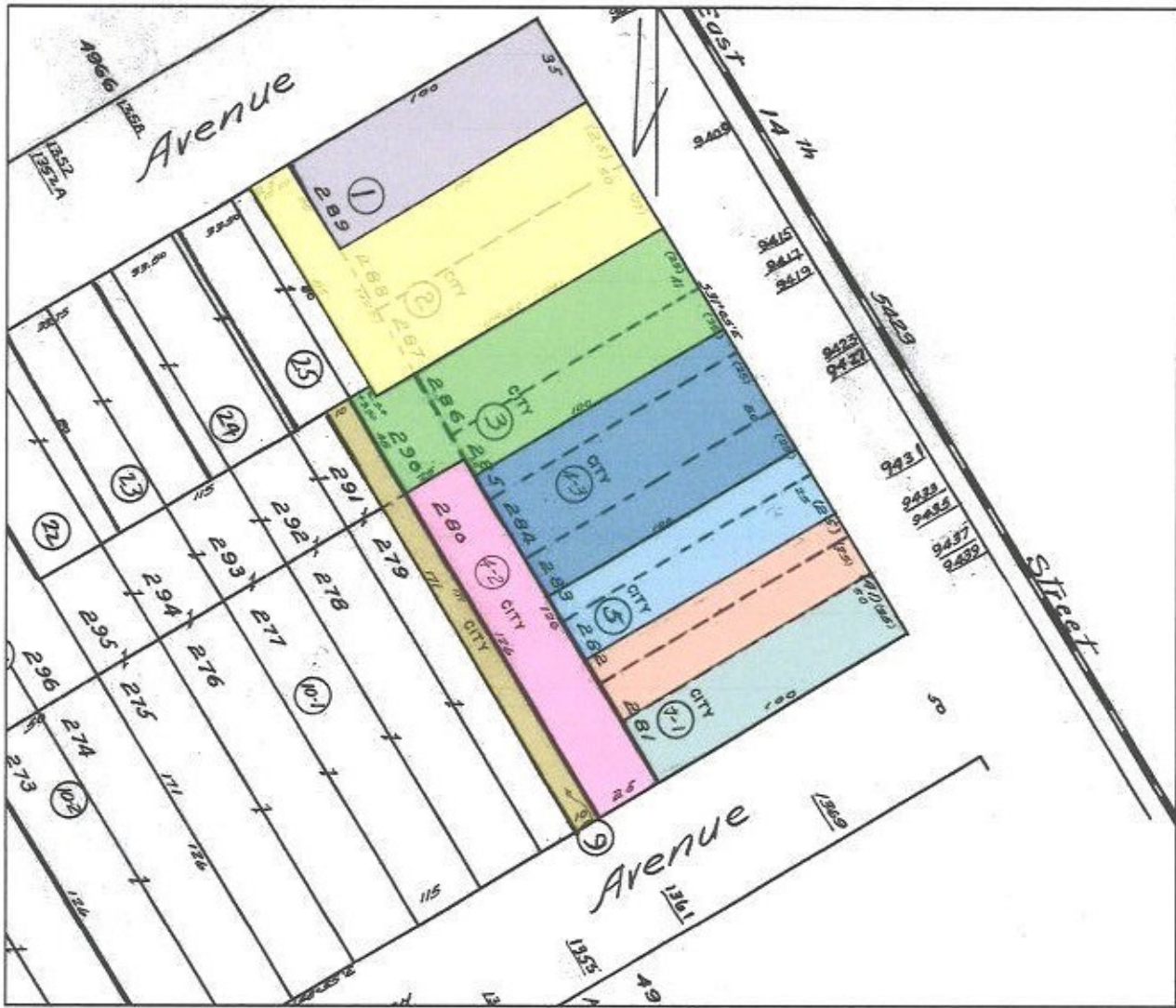
95TH AND INTERNATIONAL LOCATION DESCRIPTION AND SITE MAP

The site consists of a total of eight contiguous parcels at the following locations:

- A: 9409 International Boulevard (APN #: 044-4967-002)
- B: 9415 International Boulevard (APN #: 044-4967-003)
- C: 9423 International Boulevard (APN #: 044-4967-004-03)
- D: 9431 International Boulevard (APN #: 044-4967-005)
- E: 9437 International Boulevard (APN #: 044-4967-007-01)
- F: 1361 95th Avenue (APN #: 044-4967-004-02)
- G: 95th Avenue with no street address referred to as: (APN #: 044-4967-009)
- H: 9401 International Boulevard (APN #: 004-4967-001)



0 1 2
Standard Scale 1 : 1



Legend

- TRACT I - PARCEL 1 - Property In Question, Fee
- TRACT I - PARCEL 2 - Property In Question, Fee
- TRACT I - PARCEL 3 - Property In Question, Fee
- TRACT I - PARCEL 4 - Property In Question, Fee
- TRACT I - PARCEL 5 - Property In Question, Fee
- TRACT I - PARCEL 6 - Property In Question, Fee
- TRACT I - PARCEL 7 - Property In Question, Fee
- TRACT I - PARCEL 8 - Property In Question, Fee
- TRACT II - Property In Question, Fee
- Item No. 18 - Easement for Ingress and Egress
In 07/29/1927 Inst # X-58739 Bk1610 Pg351 of Official Records
The exact location of the easement cannot be determined
and is not plottable

© 2017
Fidelity National Title Company
100 Pine Street, Suite 2460
San Francisco, CA 94111

Title Order No. : 25007944, Preliminary Report dated May 2, 2017

Drawing Date : 05/25/2017 - FNFI

Reference :

Assessor's Parcel No. : 044-4987-002-00, 003-00,
004-02, 004-03, 005-00, 007-01, 009-00 & 001-00

Property : 9401, 9409, 9415, 9423, 9431, 9437 International Boulevard & 1381 95 Avenue & 95
Avenue, Oakland, CA

Data :

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Plat Showing : A PORTION OF LAND IS SITUATED IN THE CITY OF OAKLAND, IN THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA

Sheet
1 of 1

Archive #

ATTACHMENT B

95th & International
9409 International Boulevard
Oakland, California

PLANNING DEPARTMENT ENTITLEMENT SUBMITTAL
2018.09.20

PROJECT DIRECTORY

DEVELOPER

RELATED CALIFORNIA
1801 VON KARMAN AVE, SUITE 600
IRVINE, CA 92614
TEL: 949.961.7272

ARCHITECT

YH&I ARCHITECTS
1917 CLAY STREET
OAKLAND, CA 94612
TEL: 510.538.6668

LANDSCAPE

GARTH RUTHER, L.A.
4130 DOUGLAS BLVD., SUITE 308-PALO ALTO
PALO ALTO, CA 94306
TEL: 650.707.2578

CIVIL ENGINEER

CAUCHI DESIGN GROUP
3205 PENALTA STREET, #5
OAKLAND, CA 94608
TEL: 510.250.7077

SHEET INDEX

NO	PROJECT INFORMATION & INDEX
A0	CIVIL TITLE SHEET
P1	PRELIM SITE, PAVING, & HORIZONTAL CONTROL
A1	FIRE COVERAGE AND ROAD WIDTH EXHIBIT
A2	PRELIM GRADING & DRAINAGE PLAN
A3	PRELIM GRADING & DRAINAGE PLAN
A4	PRELIM UTILITY PLAN
A5	PRELIM STORM WATER CONTROL PLAN
A6	PRELIM LANDSCAPE PLAN
A7	BUILDING ELEVATIONS
A8	ROOF PLAN
A9	BUILDING ELEVATIONS
A10	COLORS AND MATERIALS
A11	3D RENDERING REPRESENTATION
A12	3D RENDERING REPRESENTATION

GENERAL VICINITY PLAN - not to scale



PROJECT INFORMATION

BUILDING AND SITE

BUILDING - GROSS FLOOR AREA: 56,000 SF
 BUILDING FOOTPRINT: 14,700 SF
 NET SITE AREA: BUILDING SITE - 0.74 ACRES (32,300 SF)
 FLOOR AREA RATIO: GFA: 56,000 SF; NET SITE AREA: 32,300 SF; 1.8
 BUILDING COVERAGE: BLDG. FOOTPRINT: 14,700 SF; NET SITE AREA: 32,300 SF; 0.46
 PROJECT HOUSING DENSITY: NUMBER OF UNITS: 95; SITE AREA: 24 acres; 74 DU/AC

BUILDING CODE

REMIC ZONE: TYPE I.A
 CONSTRUCTION TYPE: R-2 I.M
 OCCUPANCY GROUP: 4K-074 STORES
 BUILDING HEIGHT / NUMBER OF STORES: MULTI-FAMILY RESIDENTIAL / COMMERCIAL
 USE: MULTI-FAMILY RESIDENTIAL / COMMERCIAL
 ZONING DESIGNATION: CH-3
 CODE EDITION: 2019 CALIFORNIA BUILDING STANDARDS CODE

RESIDENTIAL UNIT MIX

	STUDIO	1-BEDROOM	2-BEDROOM	3-BEDROOM	TOTAL UNITS: 95
GROUND LEVEL	0	3	2	2	7
2ND LEVEL	1	7	4	4	16
3RD LEVEL	1	7	4	4	16
4TH LEVEL	1	7	4	4	16
TOTAL	3	24	14	14	55

BUILDING AREA

	RESIDENTIAL	COMMERCIAL	OTHER	GROSS PER FLOOR
GROUND LEVEL	6,000	2,411 SF	6,433 SF	14,700 SF
2ND LEVEL	12,807 SF	-	2,140 SF	15,007 SF
3RD LEVEL	12,807 SF	-	2,140 SF	15,007 SF
4TH LEVEL	12,875 SF	-	2,140 SF	15,119 SF
TOTAL	44,889 SF	2,411 SF	12,853 SF	59,953 SF

PARKING

	RESIDENTIAL PARKING	COMMERCIAL PARKING	RESIDENTIAL LONG TERM BICYCLE PARKING	COMMERCIAL LONG TERM BICYCLE PARKING	RESIDENTIAL SHORT-TERM BICYCLE PARKING	COMMERCIAL SHORT-TERM BICYCLE PARKING	OFF-STREET PARKING SPACES	ACCESSIBLE PARKING SPACES	TOTAL PROVIDED	TOTAL REQUIRED
RESIDENTIAL PARKING	31	2	0	0	0	0	33	33	33	38 (PER 17.11.110)
COMMERCIAL PARKING	0	0	0	0	0	0	0	0	0	0 (PER 17.11.110)
RESIDENTIAL LONG TERM BICYCLE PARKING	0	0	15	0	0	0	15	15	15	15 (PER 17.11.110)
COMMERCIAL LONG TERM BICYCLE PARKING	0	0	0	1	0	0	1	1	1	1 (PER 17.11.110)
RESIDENTIAL SHORT-TERM BICYCLE PARKING	0	0	0	0	3	0	3	3	3	3 (PER 17.11.110)
COMMERCIAL SHORT-TERM BICYCLE PARKING	0	0	0	0	0	2	2	2	2	2 (PER 17.11.110)

OPEN SPACE

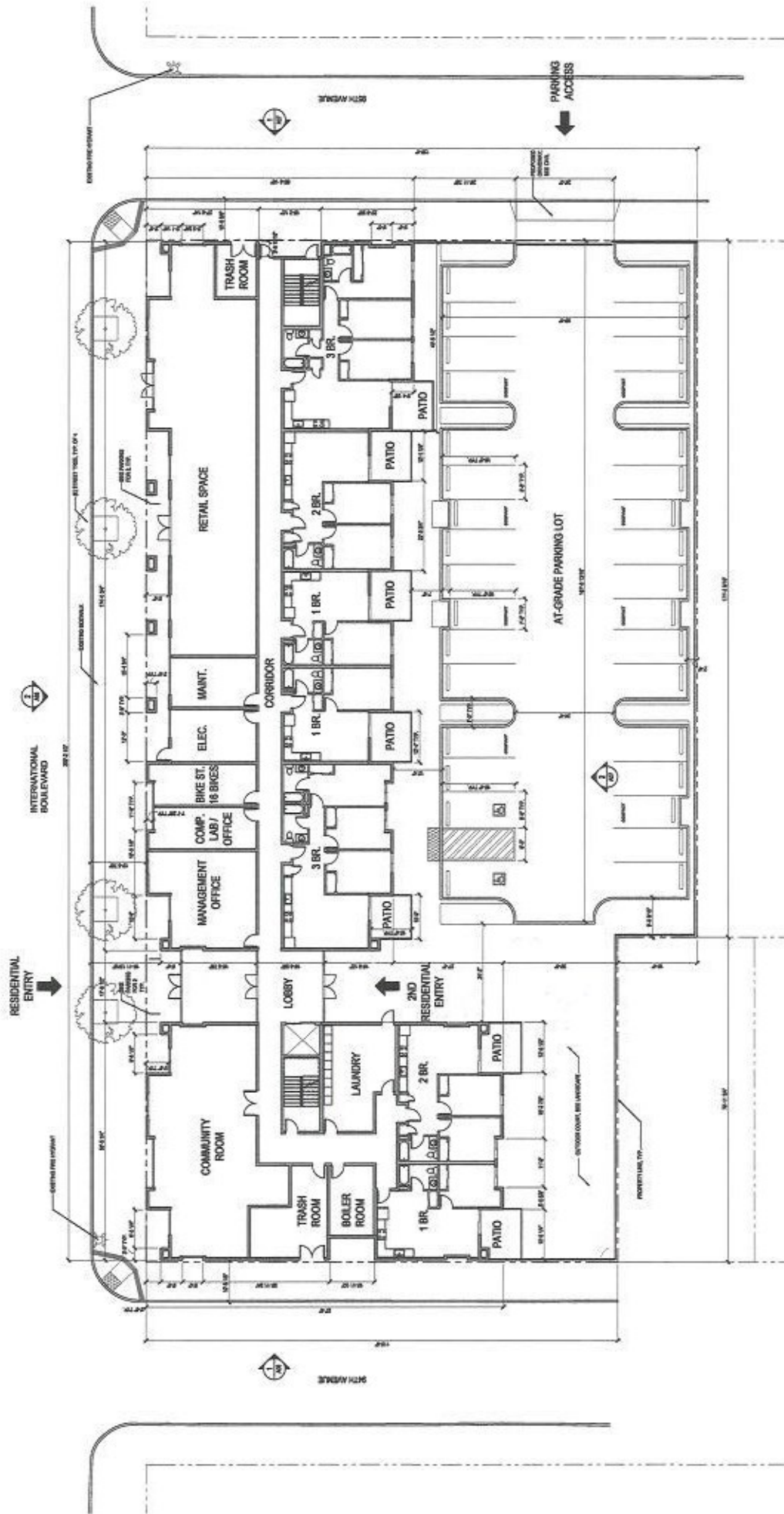
	GROUP OPEN SPACE (COURTYARD/DECK)	PRIVATE OPEN SPACE (BALCONY/PATIO)	TOTAL OPEN SPACE REQUIRED: 4,285 S.F. (PER 17.09.010-C), 78 S.F. PER UNIT
1ST LEVEL	3,438 SF	PROVIDED	3,438 SF
2ND LEVEL	0	681 SF	681 SF
3RD LEVEL	0	681 SF	681 SF
4TH LEVEL	0	681 SF	681 SF
ROOF	0	0	0
TOTAL PROVIDED	3,438 SF	2,044 SF	5,482 SF



95TH & INTERNATIONAL
OAKLAND, CALIFORNIA

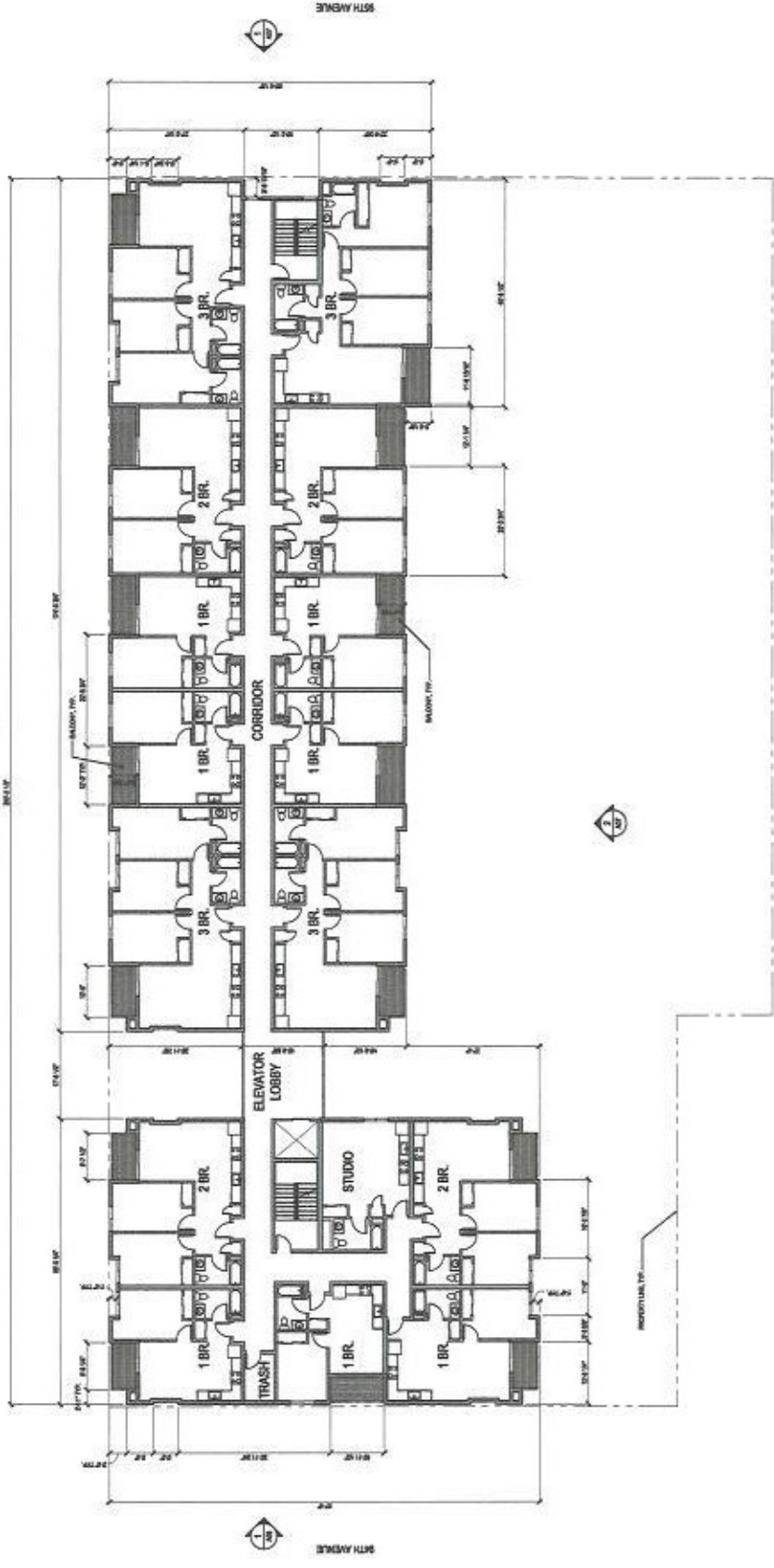
PROJECT INFORMATION & INDEX

A0



NOTES:
 - FOR ACCURATE PROPERTY DESCRIPTION AND UTILITIES, SEE CIVIL DRAWINGS & SURVEY.
 - FOR ALL PROPOSED TREES AND LANDSCAPE IMPROVEMENTS, SEE LANDSCAPE DRAWING L.L.

INTERNATIONAL BOULEVARD



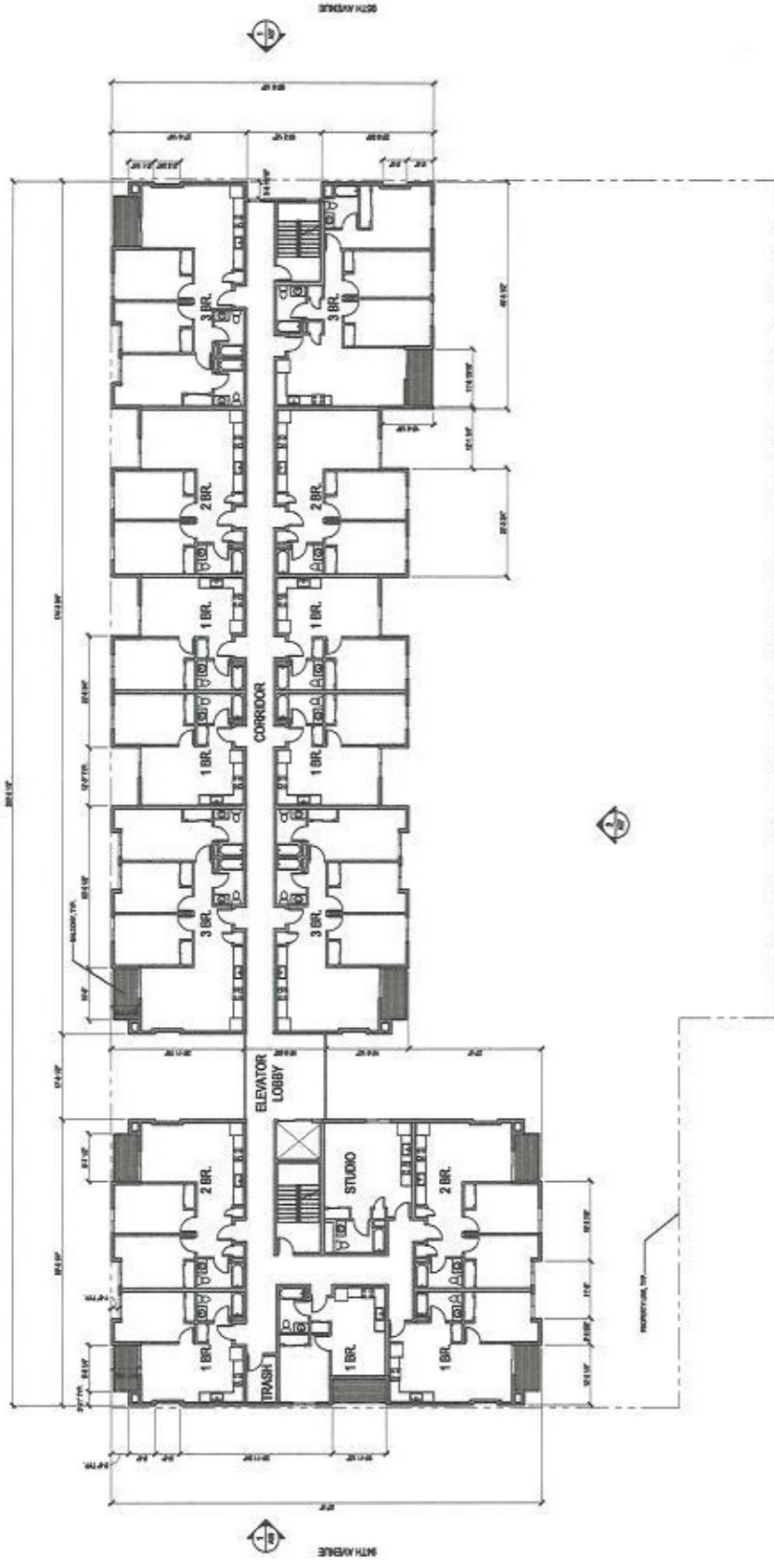
A02

2ND FLOOR

95TH & INTERNATIONAL
OAKLAND, CALIFORNIA



INTERNATIONAL BOULEVARD

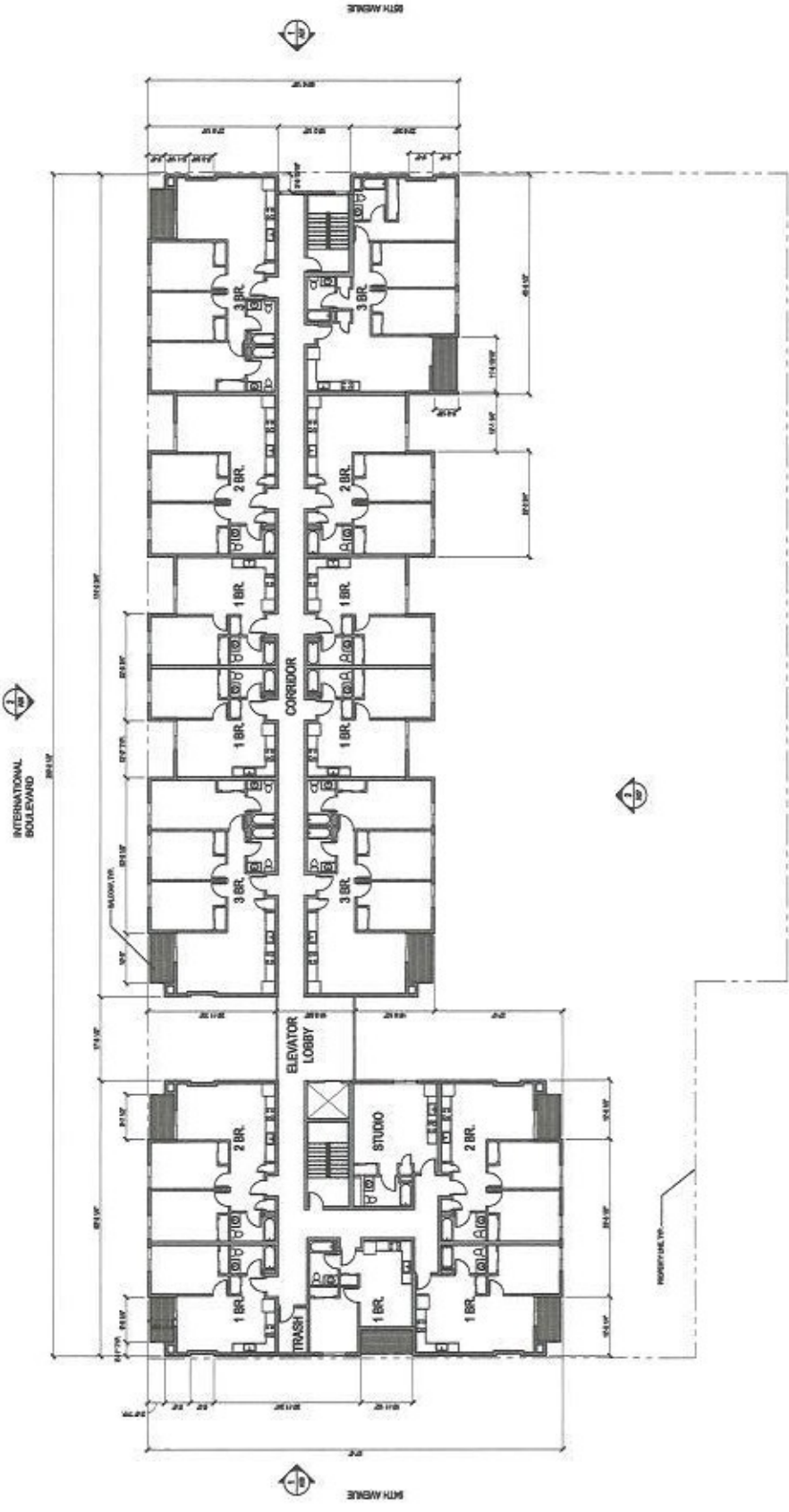


A03

3RD FLOOR

95TH & INTERNATIONAL
OAKLAND, CALIFORNIA





A04

4TH FLOOR

95TH & INTERNATIONAL
OAKLAND, CALIFORNIA



ATTACHMENT C

SUMMARY REPORTS PURSUANT TO SECTIONS 52201 AND 53083 OF THE GOVERNMENT CODE ON THE LEASE DISPOSITION AND DEVELOPMENT AGREEMENT AND LEASE BY AND BETWEEN THE CITY OF OAKLAND AND 95TH AND INTERNATIONAL HOUSING PARTNERS, L.P. FOR THE ACQUISITION OF SEVEN PARCELS ON INTERNATIONAL BOULEVARD IN OAKLAND, CA

The City of Oakland, Economic & Workforce Development has requested a report pursuant to California Government Code Section 52201 and Section 53083 regarding the proposed Lease Disposition and Development Agreement (“LDDA”) by and between the City of Oakland (the “City”) and 95th and International Housing Partners, L.P., a California limited partnership (“Developer”) for a proposed mixed-use project. The Developer is a joint venture between The Related Companies of California (“Related California”) and Acts Community Development Corporation (“Acts”). This report is based on information provided by the City, which includes an appraisal, development pro forma, project summary, development schedule, and promissory note.

California Government Code Section 52201

California Government Code Section 52201 (a)(1), states that “a city, county, or city and county may sell or lease property to create an economic opportunity. The acquisition, sale, or lease shall first be approved by the legislative body by resolution after a public hearing. Notice of the time and place of the hearing shall be published in a newspaper of general circulation in the community at least once per week for at least two successive weeks, as specified in Section 6066, prior to the hearing.”

Furthermore, California Government Code Section 52201(a)(2) states that, “The city, county, or city and county shall make available, for public inspection and copying at a cost not to exceed the cost of duplication, a report no later than the time of publication of the first notice of the hearing mandated by this section.”

The report must include:

- A. A copy of the proposed acquisition, sale, or lease.
- B. A summary that describes and specifies all of the following:
 1. The cost of the agreement to the city including land acquisition costs, clearance costs, relocation costs, the costs of any improvements to be provided by the city, plus the expected interest on any loans or bonds to finance the agreements.
 2. The estimated value of the interest to be conveyed or leased, determined at the highest and best uses permitted under the general plan or zoning.
 3. The estimated value of the interest to be conveyed or leased, determined at the use and with the conditions, covenants, and 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 an explanation of the reasons for the difference.

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 making this explanation.

52201 SECTION B.1

Project Summary

The development site is comprised of eight adjacent parcels totaling approximately 32,325 square feet and located on International Boulevard between 94th and 95th Avenues. Seven of the parcels located at 9409, 9415, 9423, 9431, and 9437 International Boulevard and the 1300 Block of 95th Avenue are currently owned by the City. The eighth parcel, located at 9401 International Boulevard, was purchased by the Developer in 2019 through a loan from the City's Naturally Occurring Affordable Housing program ("NOAH Loan") administered by the City's Department of Housing and Community Development ("HCD") for \$495,000. The seven City-owned parcels are vacant, and the eighth parcel is currently improved with a mixed-use, two-story building containing approximately 4,825 square feet. The proposed project will be a 100% affordable housing project totaling 55 units with a mix of studio, 1-bedroom, 2-bedroom and 3-bedroom units available at rents based on income levels ranging from 20% of area median income ("AMI") to 50% of AMI in a 59,190-square-foot building including approximately 2,500 square feet of ground-floor retail.

The project will be developed through a joint venture between Related California and Acts. Related California is a fully-integrated real estate firm with 30 years of experience in the development of mixed-income housing and mixed-use developments across California including over 16,000 residential units. Acts is a nonprofit focused on community improvement and neighborhood development. Founded in 2002, Acts is headquartered in Oakland, California and is an affiliate of Acts Full Gospel Church, a longstanding institution in Oakland that has spearheaded many community improvement efforts in local underserved communities over the last 30 years.

Cost of the LDDA to the City

The seven parcels will be acquired by the Developer through a 75-year ground lease with closing of the ground lease to occur pursuant to the proposed LDDA, which has not been executed yet. A term sheet for the LDDA is currently being negotiated. Under the proposed LDDA terms, the Developer will agree to acquire the seven City-owned parcels through a capitalized ground rent loan in the amount of \$1,210,000. The capitalized ground rent loan will have a 55-year term starting from permanent loan conversion and carry a simple annual interest rate of three percent. The Developer will make annual payments to the City 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). According to the Developer’s pro forma, the project is anticipated to begin making annual payments in Year 17 of operations. The Developer also received approval from City Council for a \$6,868,659 HCD loan ("HCD Loan") on December 11, 2018. The HCD Loan has a 55-year term, carries a simple annual interest rate of three percent, and will be repaid through residual receipts. The Developer has the option to incorporate the NOAH Loan used for acquisition of the eighth parcel into the HCD Loan or repay it in full at the close of construction financing through other funding sources. However, it is likely the Developer will elect to incorporate the NOAH loan into the HCD loan.

Table 1: Estimated Cost to City

Item	Cost
City of Oakland Carryback Loan	\$1,210,000
City of Oakland HCD Loan	\$6,868,659
Total	\$8,078,659

Net Cost to the City

The City of Oakland Redevelopment Agency acquired the seven City-owned parcels in 2011 for \$1,221,000. In addition, the City has spent funds for abatement and demolition costs to clear the land for development; however, the exact amount spent is not available, but is less than the \$650,000 that the Redevelopment Agency set aside for these costs. Ownership of the eighth parcel, which was acquired by the Developer through the NOAH Loan, will be transferred to the City at no cost, and the NOAH Loan balance will either be incorporated into the HCD Loan or repaid in full at the Developer's close of construction financing. The Developer will be ground leasing the City-owned portion of the site through a capitalized ground rent loan at current Fair Market Value or roughly equal to the City’s cost to acquire the site in 2011. The net cost to the City is estimated to be equal to the costs spent to prepare the land for development.

SECTION B.2.

Estimated Value of the Interest to be Conveyed

The site is currently zoned CN-3 (Neighborhood Commercial District 3), which is intended to create, preserve, and enhance mixed use neighborhood commercial centers. Permitted uses include permanent residential, residential care, essential service, limited childcare, recreational assembly, non-assembly cultural, administrative, general retail, consumer service, medical service, and related uses. In addition, the site has a General Plan designation of Neighborhood Center Mixed Use and Mixed Housing Type Residential. Neighborhood Center Mixed Use allows for up to 125 units per acre, and Mixed Housing Type Residential allows for up to 30 units per acre. Current land uses along International Boulevard are predominantly commercial use (largely retail) with some residential uses.

The Developer obtained an appraisal from Turkull + Associates on February 7, 2020. The appraised value was based on the proposed project’s highest and best use. According to the appraiser, the site is suitable for development of commercial, residential and mixed-use projects.

Recent development projects have been residential with ground-floor commercial uses. Although International Boulevard is primarily a retail corridor, demand for retail uses is somewhat limited, and rent levels do not currently support new construction. In addition, the appraiser indicates that projects exceeding a density of 40-50 units per acre require structured parking, which is not supportable at the site's location. Thus, the appraiser determined that the highest and best use for the site is a four or five-story mixed use building comprised of residential and ground-floor retail.

The appraiser estimated a fair market value for each of the seven City-owned parcels and the eighth parcel separately. The appraiser concluded that the most appropriate valuation approach for the City-owned parcels is the sales comparison approach, which estimates the value based on sales data of comparable sites, while the eighth parcel with its existing improvements can be estimated using either the sales comparison approach or income approach, which applies a capitalization rate to the building's projected net operating income to derive its estimated value. In addition, the appraisal assumed a fee-simple interest transaction. Based on these approaches, the appraisal concluded the following appraised values for the site:

Table 2: Appraised Value

Parcel	Value
City-Owned Parcels	\$1,210,000
Eighth Parcel	\$525,000
Total Appraised Value	\$1,825,000

SECTION B.3.

Estimated Value of the Property as Constrained by the Use and Conditions, Covenants, and Development Costs Identified in the Proposed LDDA

While the LDDA has not been executed, the site is proposed to be developed as a mixed-use development with 54 affordable housing units, one manager unit, and 2,500 square feet of ground-floor retail. The capitalized ground rent loan for the seven City-owned parcels will total \$1,210,000, which is equal to the appraised value for a similar use. As noted previously, the Developer will transfer the eighth parcel at no cost to the City.

SECTION B.4.

Creation of Economic Opportunity

According to California Government Code Section 52200.2, "economic opportunity" includes "Development agreements, loan agreements, sale agreements, lease agreements, or other agreements that create, retain, or expand new jobs, in which the legislative body finds that the agreement will create or retain at least one full-time equivalent, permanent job for every thirty-five thousand dollars (\$35,000) of city, county, or city and county investment in the project after full capacity and implementation."

The proposed development will reactivate a vacant and previously blighted large corner lot along a primary retail corridor on International Boulevard. The proposed project will provide much-needed housing for 54 households earning between 20% and 50% AML. The project is projected to generate approximately 165 full-time equivalent jobs during its construction period and 11 full-time equivalent permanent jobs after construction completion. Permanent jobs include on-site apartment managers, leasing staff, and maintenance workers, as well as employees of the ground-floor retail.

Table 3: Jobs

Economic Analysis - Jobs	Total
Construction Employees (Short-term) Full-Time Equivalent	165
Permanent Jobs Full-Time Equivalent	11

The California Government Code Section 53083

Section 53083 of the California Government Code requires that prior to approving an economic development subsidy within its jurisdiction, a local agency must provide all of the following information in written form and on its website:

1. The name and address of all corporations or any other business entities, except for sole proprietorships, that are the beneficiary of the economic development subsidy, if applicable.
2. The start and end dates and schedule, if applicable, for the economic development subsidy.
3. A description of the economic development subsidy, including the estimated total amount of the expenditure of public funds by, or of revenue lost to, the local agency as a result of the economic development subsidy.
4. A statement of the public purposes for the economic development subsidy.
5. Projected tax revenue to the local agency as a result of the economic development subsidy.
6. Estimated number of jobs created by the economic development subsidy, broken down by full-time, part-time, and temporary positions.

Item 1. Beneficiary of the Economic Development Subsidy

As described on page 4, the City will provide two new loans to the project, and the beneficiary will be 95th and International Housing Partners, L.P., a California limited partnership, which is the project developer with a registered address of 18201 Von Karman Ave, Suite 900, Irvine, CA 92612. In addition, with regard to the partners in 95th and International Housing Partners, L.P., Related California's Bay Area office is located at 44 Montgomery Street, Suite 1300, San Francisco, CA 94104, and Acts's office is located at 1034 66th Avenue, Oakland, CA 94621.

Item 2. Term of the Economic Subsidy

The project loans will each have a term of 55 years following conversion to permanent financing. The loans will commence upon financial close, just prior to construction start in January 2021 and are projected to mature in 2077 or when the loans are fully repaid.

Item 3. Description of Economic Subsidy

As described on page 4, the City will provide two loans to the project totaling approximately \$8.1 million. The loans will be repaid from residual receipts during the 55-year term and carry a simple annual interest rate of three percent.

Item 4. Statement of Public Purpose

The proposed project will reactivate an important corner along International Boulevard and provide much-needed housing for 54 households earning between 20% and 50% of AMI. Provided in the following table is a breakdown of the units by AMI tier.

Table 4: Project Affordability

Income Level	Total Units	% of Total
20% of AMI	11	20.4%
30% of AMI	3	5.6%
40% of AMI	5	9.3%
50% of AMI	35	64.7%
Total	54	100.0%

Section 5. Projected Tax Revenue to the City

The City will receive additional revenue related to the development and ongoing operations of the project in the form of impact fees, property taxes, and sales and use taxes per Table 5 below.

Table 5: Estimated Revenues to the City from Project

One-Time Revenues to General Fund	Amount
Development Impact Fees	\$44,000
Transfer Tax	\$43,000
Business License (Gross Receipts During Construction)	\$54,000
Property Taxes During Construction	\$35,000
Total One-Time Revenue Fees	\$179,000
Ongoing Revenues to General Fund	
Property Taxes	\$6,200
Property Tax In-Lieu of Vehicle License Fees	\$1,200
Utility Consumption Tax	\$11,100
Business License Tax	\$1,300
Sales Taxes - Retail Sales, Employee and Resident Spending	\$16,700
Transfer Tax Upon Resale	\$13,700
Total Estimated Annual Revenues	\$50,200

Item 6. Jobs Creation

Per Table 3 above, the project is expected to generate approximately 165 full-time equivalent jobs during construction and 11 permanent full-time equivalent jobs after construction completion.

ATTACHMENT D

GROUND LEASE TERM SHEET (95TH AND INTERNATIONAL BOULEVARD)

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 95th & International Housing Partners, L.P., a California limited partnership ("**Developer**"), a tax credit limited partnership whose partners are Acts Community Development, a California nonprofit public benefit corporation ("**ACTS**"), and an affiliate of The Related Companies of California, a California limited liability company ("**Related**"). 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	A. <u>Landlord</u> : City of Oakland, a municipal corporation, the " City " or " Landlord ". B. <u>Tenant</u> : 95 th & International Housing Partners, L.P., a California limited partnership, the general partners of which shall consist of affiliates of ACTS and Related, the " Tenant ."
2.	Premises	Approximately 0.74 of an acre of land, comprised of eight (8) contiguous parcels, owned by the City, currently having the following designated Assessor's Parcel Numbers: 044-4967-001, 044-4967-002, 044-4967-003, 044-4967-004-02, 044-4967-004-03, 044-4967-005, 044-4967-007-01, and 044-4967-009, with frontage on International Boulevard between 94th Avenue and 95th Avenue (the " Premises "). Parties acknowledge that the City currently owns seven (7) parcels composing the Property, and it is currently anticipated that Developer will transfer the parcel currently designated as APN 044-4967-001 (the " Eighth Parcel "), to the City to be merged with those currently owned by the City through the appropriate land use process to form one parcel that will serve as the Property.
3.	Improvements	A four story mixed use building consisting of fifty-five (55) units of affordable housing to be developed and constructed on the Premises in accordance with the Lease, Disposition and Development Agreement (the " LDDA "), including, without limitation, 2,411 square feet of ground floor retail area (the " Improvements "). The Property may also include up to 33 parking spaces, which will be shared between the residential and commercial uses.

4.	Term	<u>Term.</u> The Ground Lease shall have a term of seventy-five (75) years.
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 style="padding-left: 40px;">A. The City of Oakland (\$6,868,659) B. Alameda County (\$956,341)</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 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 funded by a separate nonrecourse loan secured by the Property from Landlord to Tenant in the amount determined by a current and updated appraised fair-market value of the Property or \$1,210,000, whichever is greater. ("<i>Capitalized Ground Rent Loan</i>").</p> <p>In addition, Tenant shall make payments owed under the Capitalized Ground Rent Loan on an annual basis, payable from Tenant to City, 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 a simple interest rate of three percent (3%) interest, or such other interest rate as may be feasible based upon projected project cash flow.</p>

<p>9.</p>	<p>Transfer / Assignment</p>	<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 that has been approved by the City, 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 that has been approved by the City, 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 ACTS and/or Related) 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 that has been approved by the City, 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>10.</p>	<p>Impositions; Possessory Interest Tax</p>	<p>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.</p>
<p>11.</p>	<p>Ownership of Improvements; Tax Benefits During Term</p>	<p>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.</p>
<p>12.</p>	<p>Default</p>	<p>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, other project lenders and Tenant’s investor.</p>
<p>13.</p>	<p>Tenant Maintenance /</p>	<p>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</p>

	Standard of Premises	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.

EXHIBIT A

Legal Description

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

TRACT I:

PARCEL 1:

Lots 287 and 288 and a portion of Lot 290, Map of E. B. & A. L. Stone Co's Lots Elmhurst, filed December 29, 1903, [Map Book 19, Page 24](#), Alameda County Records, described as follows:

Beginning at a point on the Southwestern line of East 14th Street, formerly San Leandro Road, distant thereon southeasterly 35 feet from the point of intersection thereof with the Southeastern line of 94th Avenue, formerly Mountain View Avenue, as said Street and Avenue are shown on the Map herein referred to; running thence Southeasterly along said line of East 14th Street 50 feet; thence at right angles Southwesterly 115.50 feet; thence at right angles Northwesterly 85 feet to said Southeastern line of 94th Avenue; thence Northeasterly along said line of 94th Avenue 15.50 feet; thence at right angles Southeasterly 35 feet; and thence at right angles Northeasterly 100 feet to the point of beginning.

Assessor's Parcel No. 044-4967-002-00

PARCEL 2:

Lot 286 and a portion of Lots 285 and 290, Map of E. B. & A. L. Stone Co's Lots, filed July 25 1904, [Map Book 20, Page 19](#), Alameda County Records, described as follows:

Beginning at a point on the Southwestern line of East 14th Street, formerly San Leandro Road, distant thereon 85 feet Southeasterly from the intersection thereof with the Southeastern line of 94th Avenue, formerly Mountain View Avenue, as said Street and Avenue are shown on the Map herein referred to; running thence at right angles Southwesterly 115.50 feet; thence at right angles Northwesterly 5 feet; thence at right angles Southwesterly 9.50 feet; thence at right angles Southeasterly 45 feet; thence a right angles Northeasterly 25 feet; thence at right angles Southeasterly 1 foot; thence at right angles Northeasterly 100 feet to the Southwestern line of East 14th Street; and thence Northwesterly along said line of East 14th Street 41 feet to the point of beginning.

Assessor's Parcel No. 044-4967-003-00

PARCEL 3:

Lot 280, Map of E. B. & A. L. Stone Co's Lots, filed July 25, 1904, [Map Book 20, Page 19](#), Alameda County Records.

Assessor's Parcel No. 044-4967-004-02

PARCEL 4:

Lot 284, and portions of Lots 283 and 285, Map of E. B. & A. L. Stone Co's Lots, filed July 25, 1904, [Map Book 20, Page 19](#), Alameda County Records, described as follows:

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Beginning at a point on the Southwestern line of East 14th Street, formerly San Leandro Road, distant thereon 75 feet Northwesterly from the point of intersection thereof with the Northwestern line of 95th Avenue, formerly Wall Street, as said Road and Street are shown on the Map herein referred to; thence Northwesterly along said line of East 14th Street, 50 feet; thence at a right angle Southwesterly 100 feet; thence at a right angle Southeasterly 50 feet; thence at right angles Northeasterly 100 feet to the point of beginning.

Assessor's Parcel No. 044-4967-004-03

PARCEL 5:

The Northwestern 16 feet of Lot 282, and the Southeastern 9 feet of Lot 282, as said Lots are shown on the Map entitled, " Map of E. B. & A. L. Stone Co's Lots, Elmhurst, Brooklyn Township, Alameda Co., Cal.", filed July 25, 1904 in [Book 20 of Maps, Page 19](#), in the Office of the County Recorder of Alameda County.

Assessor's Parcel No. 044-4967-005-00

PARCEL 6:

The Northwestern 16 feet of Lot 281, and the Southeastern 9 feet of Lot 282, according to the Map of E. B. & A. L. Stone Co's Lots filed July 25, 1904 in the Office of the County Recorder of said Alameda County, and of record in [Map Book 20, at Page 19](#).

Assessor's Parcel No. 044-4967-007-01 (portion)

PARCEL 7:

The Southeastern 25 feet of Lot 281 according to the Map of E. B. & A. L. Stone Co's Lots filed July 25, 1904 in the Office of the County Recorder of said Alameda County and of record in [Map Book 20, at Page 19](#).

Assessor's Parcel No. 044-4967-007-01 (remainder)

PARCEL 8:

The Northeastern 10 feet, front and rear measurement of Lot 279 and the Northeastern 10 feet of the Southeastern 45 feet of Lot 291 as said Lots are shown on the Map herein referred to.

Assessor's Parcel No. 044-4967-009-00

This page is only a part of a 2016 ALTA[®] Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

TRACT II:

Lot 289, Map of E.B. & A. L. Stone Co's., Lots, filed July 25, 1904, [Map Book 20, Page 19](#), Alameda County Records.

[APN: 044-4967-001-00](#)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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LDDA TERM SHEET
95TH AND INTERNATIONAL BOULEVARD

July 28, 2020

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 Acts Community Development, a California nonprofit public benefit corporation (“*Acts*”) and The Related Companies of California, LLC, a California limited liability company (“*Related*”) through 95th & International Housing Partners, L.P., a California limited partnership (the “*Developer*”). City and Developer shall be referred to herein sometimes as the “*Parties*” and each individually a “*Party*.” 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	95th & International Housing Partners, L.P., a California limited partnership, the general partners of which shall consists of affiliates of Acts and Related.
3	PROPERTY	<p>Approximately 0.74 of an acre of land, comprised of eight (8) contiguous parcels, owned by the City, currently having the following designated Assessor’s Parcel Numbers (APNs): 044-4967-001, 044-4967-002, 044-4967-003, 044-4967-004-02, 044-4967-004-03, 044-4967-005, 044-4967-007-01, and 044-4967-009, with frontage on International Boulevard between 94th Avenue and 95th Avenue (the “<i>Property</i>”).</p> <p>Parties acknowledge that the City currently owns seven (7) parcels composing the Property, and it is currently anticipated that Developer will transfer the Parcel currently designated as APN 044-4967-001 (the “<i>Eighth Parcel</i>”), to the City.</p> <p>Notwithstanding the foregoing, City may condition its acquisition /acceptance of the Eighth Parcel upon a determination by the City, in its sole and absolute discretion, that the Eight Parcel does not present any environmental liability to the City.</p>

		Following the City's acquisition/receipt of the Eighth Parcel, Developer shall, at its sole cost and expense, prepare the application for a tentative map waiver to merge the City owned parcels with the Eighth Parcel for the City's execution and submission (in its proprietary capacity).
4	PROJECT DESCRIPTION	The " <i>Project</i> " is proposed to include a four-story mixed-use building consisting of fifty-five (55) affordable units comprised of three (3) studios; twenty-four (24) one-bedroom units; fourteen (14) two-bedroom units; and fourteen (14) three-bedroom dwelling units for households with incomes between twenty (20%) and fifty percent (50%) of County of Alameda Area Median Income with approximately 2,514 square feet of ground floor retail area. The Project may also include up to thirty- three (33) parking spaces, which will be shared between the residential and commercial uses.
5	RIGHT OF ACCESS	Developer shall have the right to enter the Property prior to the commencement of the term of the Ground Lease (as defined below) to conduct investigations 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 that certain Exclusive Negotiation Agreement by and between City and Developer dated effective as of March 20, 2018, as extended from time to time (the " <i>ENA</i> ") (NOTE: if entering upon the Property prior to the execution of the LDDA; provided, that a license or professional services agreement may be required if extensive testing is warranted). 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.
6	ENVIRONMENTAL INVESTIGATION	The Developer may, at its sole cost and expense, 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>a) Developer shall provide advanced notice of any Phase I surveys or inspections of the Property.</p> <p>b) Developer may not conduct any Phase II investigations unless the City’s environmental specialist has reviewed and approved Developer’s proposed work plan.</p> <p>c) Developer shall promptly deliver to the City a copy of all reports and assessments provided by the Developer’s consultants.</p> <p>d) Developer, its consultants and agents shall neither contact any agency having jurisdiction as to environmental matters over the Property concerning the environmental reports and assessments performed nor provide such reports or assessments to such agency without the prior written consent of the City’s Environmental Protection and Compliance department. Violation of this provision shall constitute a material breach of the LDDA.</p> <p>e) The Developer shall use its commercially reasonable efforts, and at its sole cost and expense, to cause its environmental consultants to agree that the City may rely on the contents of such reports and assessments through reliance letters.</p>
7	PRE-CONVEYANCE REQUIREMENTS	<p>As conditions precedent to the conveyance of the leasehold interest in Property to the Developer through the ground lease (the “<i>Ground Lease</i>”), all of the following conditions must first be met by the date indicated for each condition in the schedule of performance (the “<i>Schedule</i>”), attached hereto as <u>Exhibit A</u>. The LDDA may contain provisions to extend certain dates by mutual agreement by the Developer and the City Administrator; provided, however, that only the City Council, in its sole and absolute discretion, may extend the Outside Closing Date and the Completion of Construction date on behalf of the City.</p>
	7.1 <u>Financial Plan</u>	<p>No later than the date set forth in the Schedule, the Developer shall have submitted to the City for its review and obtained the City’s approval of the following, which together will be referred to as the “<i>Financial Plan</i>”:</p> <ul style="list-style-type: none"> • A detailed cost breakdown of construction of the Project (the “<i>Project Development Budget</i>”) containing an itemized construction budget for the Project, showing all construction related and non-construction related costs, including

		<p>reasonable contingencies, and the funding sources of payment for each item.</p> <ul style="list-style-type: none"> • A 30-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 amount available to Developer from external financing sources. • 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.</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, Low Income Housing Tax Credits (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, subject to Force Majeure, which shall in no event exceed in the aggregate twelve (12) months.</p> <p>Force Majeure shall mean delays or defaults that are due to war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires;</p>

	<p>casualties; acts of God; acts of the public enemy; pandemics or epidemics.</p> <p><u>Financing Documents.</u> Not later than the date set forth on the Schedule, Developer shall have submitted to the City for its review and obtained the City's approval of a draft of the form of all documents to be used for financing construction of the Project pursuant to the approved Financial Plan (the "Financing Documents"). Prior to closing of the financing, the Developer shall submit to the City the final Financing Documents for the City's review and approval. 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.</p>
7.3 <u>Schematic Designs.</u>	<p>By no later than the date set forth on the Schedule, Developer shall have submitted to the City for its review and obtained the City's approval, in its proprietary capacity, of the Schematic Design Plans for the Project. The term "Schematic Design Plans" 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.</p>
7.4 <u>Design Development Plans.</u>	<p>By no later than the deadline set forth in the Schedule, Developer shall have submitted to the City for its review and obtained the City's approval, in its proprietary capacity, of the Design Development Plans for construction of the Project. The term "Design Development Plans" 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.</p>
7.5 <u>Public Improvements.</u>	<p>The Project may include a number of Public Improvements as required by conditions of approval, and any such Public Improvements will be subject to the 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 "Public Improvements" shall include, without limitation, such matters and 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</p>

		<p>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.</p>
	<p><u>7.6 Final Construction Plans.</u></p>	<p>By no later than the date set forth on the Schedule, Developer shall have submitted to the City for its review and obtained the City's approval of the Final Construction Plans for construction of the Project. The term "Final Construction Plans" 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 Design Development Plans approved by the City.</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 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 "Construction Contract"). In no event shall a Developer contract with any party which has been debarred or suspended by HUD under 24 CFR Part 24. The Construction Contract shall provide for the Project to be constructed for a fixed and specified guaranteed maximum amount pursuant to the approved Final Construction Plans.</p> <p>No later than the date set forth on the Schedule, Developer shall have submitted to the City for its review and obtained the City's approval of a draft of the form Construction Contract. Not later than the date set forth for this action in the Schedule, the Developer shall have submitted a draft of the final Construction Contract for the Project to the City for its review and obtained the City's 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 the prior written 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, and that all of the terms and conditions required to be included in the construction contract by funding sources for the Project have been included. 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 the City for its review and approval.</p>
	<p><u>7.9 Performance and Payment Bonds</u></p>	<p>Prior to the 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 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, not later than the date specified in the Schedule, apply for all permits, land use entitlements, subdivision map approvals, plan and other required</p>

		<p>governmental regulatory approvals allowing any subdivision of the Property, if so proposed, and construction and development of the Project to completion (together, the “Governmental Approvals”). 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 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>
	<p><u>7.11 Property Management Contract</u></p>	<p>Prior to close of Escrow, the Developer shall have submitted to the City for its review and have obtained the City’s approval of the draft contract or contracts with the selected property management company for management of the Project once developed (the “Property Management Contract”).</p>
	<p><u>7.12 Review and approval of Developer Submissions</u></p>	<p>If any Developer submission that is <u>timely submitted</u>, and <u>in its entirety</u>, is reasonably satisfactory to the City (in its proprietary capacity), then within ten (10) City Business Days of receipt by the City’s project manager (the “City Response Date”), the City shall, in its proprietary capacity, approve in writing that Developer submission, and no further filings by the Developer or approval by the City thereof shall be required for that Developer Submission, except for any subsequent Material Change in the contents of the Developer Submission. Notwithstanding the foregoing, the City may approve those portions of a Developer submission that are reasonably satisfactory and reject those portions that are not. The City may also approve all or a portion of a Developer submission subject to conditions requiring further submissions for City review and reasonable approval. City shall provide written notice of its approval or disapproval of any Developer submission (each, a “City Notice”) on or prior to the City Response Date, and in the event of disapproval or conditional approval shall include in any City Notice the specific basis and reasons for the City’s disapproval or conditional approval and changes that would make the Developer Submission or applicable portion thereof acceptable to City (in each case, “City Conditions”). If City fails to deliver the City Notice, then Developer shall provide a second written request for a response to the applicable Developer Submission, and the City shall have ten (10) City Business Days from receipt of the subsequent written request to provide the City Notice. Failure by City to meet the City</p>

		<p>Response Date or the additional ten (10) City Business Day period shall not constitute a default by City under this Agreement, and in such event, the subject Developer submission shall be automatically deemed disapproved.</p>
	<p>7.13 <u>Environmental Remediation:</u> <u>Environmental Liability</u></p>	<p>Developer shall, at its sole cost and expense, and as the responsible party, upon its execution of the Ground Lease and commencement of construction of the Project, perform the remediation necessary and required to address all environmental concerns relating to the Property, in accordance with that certain Corrective Action Plan 95th & International, dated January 6, 2020, and identified as Project No. 403385002, as it may be amended, restated and supplemented, from time to time (the “<i>CAP</i>”), which includes, without limitation, remediating the soil contaminants and removing the distill tank from the Eighth Parcel and any additional requirements that may be imposed as a result of the anticipated ground water analysis required by the Alameda County Department of Environmental Health (“<i>ACDEH</i>”). The remediation shall be performed pursuant to and in accordance with any and all applicable rules and regulations of the ACDEH and any others imposed by any agency having jurisdiction over the Property.</p> <p>Developer shall submit to the City and shall have obtained the written approval of the City’s Environmental Protection and Compliance department in accordance with Section 6(d) above, of the scope of its remediation prior to commencing the remediation work. The City shall have the right to inspect the remediation work from commencement through completion.</p> <p>Upon completion of the remediation work, Developer shall request, and provide as soon as available, a letter from the ACDEH noting that no further action is necessary in relation to any environmental remediation to be performed at the Eighth Parcel and the Property (the “<i>Closure Letter</i>”).</p> <p>Developer shall indemnify, defend, and hold the Indemnified Parties harmless from and against any liability arising out of a violation of any Environmental Law by Developer during the term of the Ground Lease, any Release directly caused by the activities of Developer during the term of the Ground Lease, and any condition of pollution, contamination or Hazardous Substance-related nuisance on, under or emanating from the Property which is directly caused or exacerbated by the activities of Developer during the term of the Ground Lease.</p>

		<p>For purposes hereof, the following definitions shall apply:</p> <p>(i) "Hazardous Substance" shall have the meaning set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended as of the date of this Agreement, 42 U.S.C. 9601(14), and in addition shall include, without limitation, petroleum (including crude oil or any fraction thereof) and petroleum products, asbestos, asbestos-containing materials, polychlorinated biphenyls ("PCBs"), PCB-containing materials, all hazardous substances identified in the California Health & Safety Code Section 25316 and Section 25281(d), all chemicals listed pursuant to the California Health & Safety Code 25249.8, and any substance deemed a hazardous substance, hazardous material, hazardous waste, or contaminant under Environmental Law. The foregoing definition shall not include substances which occur naturally on the Site or commercially reasonable amounts of hazardous materials used in the ordinary course of construction and operation of a mixed use or residential development.</p> <p>(ii) "Environmental Law" shall include all federal, state and local laws, regulations and ordinances governing hazardous waste, wastewater discharges, drinking water, air emissions, and Hazardous Substance releases or reporting requirements.</p> <p>(iii) "Release" shall mean any spillage, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, including the abandonment or discharging of barrels, containers, and other closed receptacles containing any Hazardous Substance.</p>
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 substantially in accordance with the Final Construction Plans approved by the City, without substantial deviation therefrom unless approved by the City in writing.
	<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).
	8.4 <u>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.
	8.5 <u>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 conformance with applicable local, state, and federal statutes, regulations, and building and zoning codes.
9	COMPLETION GUARANTY	The Related Companies, L.P. (the " <i>Guarantor</i> ") 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 the Guarantor and City and attached to the LDDA as an exhibit (the " <i>Form of Guaranty</i> "). The Guarantor 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 any liability directly or indirectly arising or resulting from 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.

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 Acts and/or Related.
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	Developer shall pay any and all permit and regulatory fees, including, but not limited to, the City's Transportation Impact Fee (" <i>TIF</i> "), which applies to the Project pursuant to City Ordinance OMC Chapter 15.74, Transportation Impact Fees.
17	CITY EMPLOYMENT & CONTRACTING REQUIREMENTS	Developer 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.
18	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 the third-party attorneys' fees incurred by City in the negotiation and drafting of the LDDA and the Ground Lease and all other exhibits thereto. Such payment shall be made within ten (10) business days after Developer's receipt of reasonable documentation supporting the amount of attorneys' fees incurred by City. The payment made shall be immediately non-refundable to Developer.

Exhibit A
Schedule

Task	Scheduled Completion Date
Pre-conveyance Requirements	
1. Financial Plan	December 31, 2021
2. Financing Documents	December 31, 2021
3. Schematic Designs	October 31, 2018 (Complete)
4. Design Development Plans	September 20, 2021
5. Public Improvements	August 1, 2023
6. Final Construction Plans	January 31, 2022
7. Construction Contract	January 31, 2022
8. Payment and Performance Bonds	January 31, 2022
9. Governmental Approvals	January 31, 2022
10. Property Management Contract	January 31, 2022
11. Outside Closing Date	January 31, 2022
Construction of the Project	
1. Commencement of Construction	February 1, 2022
2. Completion of Construction	August 1, 2023

ATTACHMENT E

CITY OF OAKLAND



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA • SUITE 3315 • OAKLAND, CALIFORNIA 94612

Planning and Building Department
Bureau of Planning

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

October 23, 2018

YHLA Architects
c/o Howai Lai
1617 Clay Street
Oakland, CA 94612

RE: Case File No. PLN18399; 9401, 9409, 9437 International Blvd.; APN: 044-4967-001-00, 044-4967-002-00, 044-4967-003-00, 044-4967-004-02, 044-4967-004-03, 044-4967-005-00, 044-4967-007-01, and 044-4967-009-00

Dear Mr. Lai:

Your application, as described below, has been **APPROVED** for the reasons stated in Attachment A, which contains the findings required to support this decision. Attachment B contains the Conditions of Approval for the project. This decision is effective ten (10) days after the date of this letter unless appealed as explained below.

The following table summarizes the proposed project:

Proposal:	To construct a four-story mixed use building consisting of 55 affordable dwelling units with 2,400 square feet of ground floor retail area and the merger of eight (8) existing parcels into one.
Planning Permits Required:	Regular Design Review for construction of new residential units Tentative Parcel Map (TPM10917) for the merger of eight (8) lots into one.
General Plan:	Neighborhood Center Mixed Use
Zoning:	CN-3 Zone
Environmental Determination:	Exempt, Section 15332 of the State CEQA Guidelines: In-fill development; and 15183 Projects Consistent with a Community Plan, General Plan, or Zoning
Historic Status:	Not a Potential Designated Historic Property; Survey Rating: Dc2+
City Council District:	7

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 November 24, 2018. An appeal shall be on a form provided by the Bureau of Planning of the Planning and Building Department, and submitted to the same at 250 Frank H. Ogawa Plaza, Suite 2114, to the attention of **Michael Bradley, 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 \$1,622.57 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 and every issue that is contested, along with all the arguments and evidence in the record which supports 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. However, the appeal will be limited to issues and/or evidence presented to the Zoning Manager prior to the close of the previously noticed public comment period on the matter.

A signed Notice of Exemption (NOE) is enclosed certifying that the project has been found to be exempt from CEQA review. It is your responsibility to record the NOE and the Environmental Declaration at the Alameda County Clerk's office at 1106 Madison Street, Oakland, CA 94612, at a cost of \$50.00 made payable to the Alameda County Clerk. Please bring the original NOE related documents and five copies to the Alameda County Clerk, and return one date stamped copy to the Bureau of Planning, to the attention of **Michael Bradley, Planner III**. Pursuant to Section 15062(d) of the California Environmental Quality Act (CEQA) Guidelines, recordation of the NOE starts a 35-day statute of limitations on court challenges to the approval under CEQA.

If you have any questions, please contact the case planner, **Michael Bradley, Planner III** at (510) 238-6935 or mbradley@oaklandca.gov, however, this does not substitute for filing of an appeal as described above.

Very Truly Yours,



ROBERT D. MERKAMP
Acting Zoning Manager

Attachments:

- A. Findings
- B. Conditions of Approval, including Standard Conditions of Approvals
- C. Transportation and Right-of-Way Management Division, Engineering Services memo dated October 18, 2018

*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: Michael Bradley, 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

3. OTHER: _____

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 ENVELOPES.

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

FEES ARE EFFECTIVE JANUARY 1, 2018

MAKE CHECKS PAYABLE TO: ALAMEDA COUNTY CLERK

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. PLN18399

Project Applicant: YHLA Architects – Howai Lai

Project Location: 9401, 9409, 9437 International Blvd.; APN: 044-4967-001-00, 044-4967-002-00, 044-4967-003-00, 044-4967-004-02, 044-4967-004-03, 044-4967-005-00, 044-4967-007-01, and 044-4967-009-00

Project Description: To construct a four-story mixed use building consisting of 55 affordable dwelling units with 2,400 square feet of ground floor retail area and the merger of eight (8) existing parcels into one.

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)}
- _____ (Sec. _____)

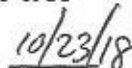
Reasons why project is exempt: The construction of 55 new dwelling units, is consistent with the General Plan and Zoning will not have a significant impact on the environment and is exempt from environmental review.

Lead Agency: City of Oakland, Planning and Building Department, Bureau of Planning, 250 Frank H. Ogawa Plaza, Suite 2114, Oakland, CA 94612

Department/Contact Person: Michael Bradley, Planner III

Phone: 510-238-6935


Signature (Robert D. Merkamp for Darin Ranelletti, 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.

City of Oakland Department of Transportation

Transportation and Right-of-Way Management Division, Engineering Services

If Project is approved by the Advisory Agency, attach the Engineering Services "Conditions of Approval" provided below.

Planning/Zoning Number(s) PLN18399		Engineering Staff Contact Joe Grassick, Civil Engineer			
Project Address 9409 International Blvd		Project Description Merge 8 lots, 55 affordable units, ground floor retail			
Tentative Map No. TPM10917	No. of New Lots	1	No. Condominiums	<input checked="" type="checkbox"/> Mixed Use	
<input type="checkbox"/> No Map	<input type="checkbox"/> Parcel Map Waiver	<input checked="" type="checkbox"/> Merger	<input type="checkbox"/> Lot Line Adjustment LLA	No. Existing Lots LLA n/a	No. New Lots LLA n/a
GENERAL REQUIREMENTS			SPECIFIC PROJECT CONDITIONS OF APPROVAL		
<p><u>SIDEWALKS, CURB AND GUTTERS</u></p> <ol style="list-style-type: none"> Existing sidewalks fronting subject property must be compliant with ADA standards. Uplifted, uneven, damaged sidewalks shall be repaired with no more than ¼ inch lift and no more than 2% cross slope. Sidewalk clear width of 5.5 feet minimum is required and must not be less than 50-inches between obstacles, poles, trees, hydrants, pinch points for ADA access. Existing sidewalks, curbs/gutter/driveway approaches damaged, broken or if non-standard shall be repaired. A Curb, Gutter and Sidewalk (CGS) permit is required to repair or construct sidewalk. Infrastructure and improvements to be privately maintained within the right of way and any non-standard features MAY be accepted with an Encroachment Permit. City may revoke encroachment permit at its sole discretion and may charge property owner(s) for use of the right-of-way. 			<p>Prior to issuance of building permit for the proposed building the applicant shall obtain a PX permit and enter into a P-Job agreement for construction of improvements within the City's right-of-way. Improvement plans shall be prepared by a registered civil engineer and submitted to DOT Engineering Services for review and approval prior to issuance of a PX permit.</p>		
<p><u>STREET PAVING AND STRIPING</u></p> <ol style="list-style-type: none"> Street and roadway area(s) fronting the development must be resurfaced up to one traffic lane in width 13 ft. or to the centerline of the street, after completion of construction and as required by the Inspector. Evaluation of the street's Pavement Condition Index at time plans are submitted for permit review shall determine any restoration requirements. Existing striping fronting the property and up to 1 block length shall be restored to the satisfaction of the Inspector. Thermoplastic shall be required unless specified otherwise in the plans approved for construction. "Moratorium Streets" are resurfaced or newly constructed streets within the past 5-year period. No trenching or excavation is permitted on any Moratorium Street without the written authorization of the Public Works Director. 			<p>2018-2019 AC Transit BRT project along International Blvd will put International Blvd into Moratorium status for 5 years. Any utility connections or other excavations into International Blvd may require extensive pavement restoration.</p> <p>The limits of paving work shall be identified on the improvement plans for the PX permit.</p>		
<p><u>DRIVEWAYS</u></p> <ol style="list-style-type: none"> Driveway approach, length, width, driveway separation, clearances from poles and utilities, type of curb, driveway angle, shall be approved by Bureau of Planning in advance of any review by Engineering Services. Any existing driveway that will no longer be required to serve the property shall be replaced with new sidewalk curb and gutter, with curb striping as required by Inspector. 			<p>Driveway approaches shall be identified on the improvement plans for the PX permit and proposed locations must be approved by Engineering Services. Existing driveway approaches not necessary for the development shall be removed and replaced with new sidewalk, curb and gutter.</p>		
<p><u>CURB RAMPS</u></p> <ol style="list-style-type: none"> New curb ramps shall meet the latest State of California standards when plans are submitted for review. 			<p>General requirements 14 through 17 may apply prior to issuance of a PX-Permit.</p>		

CITY OF OAKLAND Department of Transportation
Engineering Services "Conditions of Approval"

<p>15. Curb ramps shall be directional unless approved otherwise in writing by the City Engineer.</p> <p>16. New curb ramps are required at intersections fronting the project site and when the use or occupancy necessitates installation or replacement of curb ramps. Additional curb ramps required by the City Engineer shall be installed by the project sponsor.</p> <p>17. Where a new curb ramp is required for the project the curb ramp located on the opposite side of the roadway, across a marked or un-marked crosswalk, shall also be installed or upgraded to be ADA compliant by the project sponsor.</p>	<p>AC Transit BRT project and City project may replace existing curb ramps at International Blvd intersections at 94th and 95th Avenues prior to development proposed with this application.</p>
<p><u>STREET GEOMETRY AND STRIPING DESIGN</u></p> <p>18. New striping, curb painting, bulb-outs, changes to existing dimensions, impact to traffic resulting from development, traffic pattern, circulation, signals, traffic count, street/lane change shall be reviewed and approved by the City's Traffic Engineer.</p> <p>19. Any alteration to geometry of roadway/sidewalk, markings, traffic control signs and devices shall be reviewed and approved by the City's Traffic Engineer.</p> <p>20. Traffic and parking sign posts shall be coated with anti-graffiti coating.</p> <p>21. Traffic Control Plans (TCP) for temporary traffic control measures shall be submitted separately for review and approval by City's Traffic Engineer prior to permit issuance and when the TCP is adjusted and updated during construction.</p>	<p>Engineering Services will determine if any of the improvements shown on the plans submitted for the PX permit require the review and approval of the City's Traffic Engineer prior to issuance of the PX permit.</p>
<p><u>SANITARY SEWER</u></p> <p>22. Sanitary sewer impact analysis is required when new development results in a net increase of volume of wastewater flow to the City's sanitary sewer system. Sewer flow calculations prepared by developer's engineer must include existing and proposed flows. Developer shall submit analysis with completed application for review. Mitigation fees shall be paid prior to issuance of a Building or PX permit whichever occurs first.</p> <p>23. A "PSL" certificate, Sewer Lateral Permit, and EBMUD Inspection are required for all projects where construction costs are one-hundred thousand dollars (\$100K +) or more.</p> <p>24. A Sewer Lateral permit (SL) is required for any new sewer lateral or rehabilitation of existing lateral. Abandonment of a sewer lateral requires a separate permit.</p> <p>25. Sewer profiles shall be included on the plans approved for construction. If existing utilities are within twelve inches (12") of proposed sewer, engineer shall have existing utility potholed and resolve conflict before approval of plans.</p>	<p>Applicant shall submit sewer calculations for review and approval at the time of submitting improvement plans for PX permit. Applicant shall obtain PSL certificate, a SL permit and lateral abandonment permit(s) as applicable to the proposed development. Applicant shall pay the City sewer mitigation fees prior to issuance of the PX permit or Building permits for the development.</p>
<p><u>STORM DRAINS</u></p> <p>26. Connection of storm drain to sewer line is prohibited. Any unauthorized connection shall be separated from the sanitary sewer.</p> <p>27. Drainage plans shall be submitted for review and approval. Plans shall follow City standard details and design standards. Blind connections or tap connections are prohibited for storm drains.</p>	<p>Applicant shall submit the storm drainage calculations for review and approval at the time of submitting the improvement plans for PX permit.</p>

CITY OF OAKLAND Department of Transportation
Engineering Services "Conditions of Approval"

<p>28. Hydrology and Hydraulic Calculations, shall meet City's Storm Drainage Design Standards.</p> <p>29. Reduction in Peak Flow by 25% or to the extent possible is required.</p>	
<p><u>STORM WATER TREATMENT</u></p> <p>30. Requirements for permanent and temporary storm water pollution prevention, Alameda County Clean Water Program (C.3), shall be included in the Building improvement plans for on-site work. Any approved storm drain from on-site development shall be tied to an inlet structure at the back of curb designating public and private ownership.</p> <p>31. Permanent storm water treatment (BMP's) to service the development shall be privately maintained and included in the O&M Agreement for the project.</p> <p>32. Roof runoff must be directed through an approved treatment device prior to entering the City's storm drainage system.</p> <p>33. Right-of-way shall not be used for storm water treatment features.</p>	<p>On-site permanent treatment measures shall be included and clearly identified in the approved PX plans for construction.</p>
<p><u>STREET TREES AND LANDSCAPING (PRIVATE)</u></p> <p>34. Trees and irrigation for the proposed development shall be owned and maintained by the property owner(s).</p> <p>35. Landscape and irrigation plans shall be submitted with the civil plans for work (PX permit) for review and approval by the City's Arborist.</p> <p>36. Landscape, irrigation plans and tree species shall meet City standards for Street Tree Planting.</p> <p>37. Tree shall be spaced twenty feet (20') on center and shall not obstruct street lights. Tree wells shall be 3 ft. x 3ft. or 4 ft. x 4 ft. (minimum) for mature tree height of 25 to 40 feet.</p> <p>38. Tree Grates, Root Barrier and Staking Details for new trees shall be included in the approved plans. Tree Grates must be ADA compliant.</p>	<p>The improvement plans submitted for the PX permit shall include landscape and irrigation plans for any landscaping proposed with the City's right-of-way. Any street trees, tree grates and root barriers shall be reviewed and approved by the City's Arborist as determined by Engineering Services.</p>
<p><u>EASEMENTS AND ENCROACHMENTS</u></p> <p>39. All property lines, existing and proposed easements, shall be clearly shown on the plans for construction (PX permit).</p> <p>40. Easement dedication or vacation requires separate application and permit (PPE permit) if not included on a Final Tract Map or Parcel Map.</p> <p>41. Major Encroachment permits require City Council resolution and Indenture Agreement with County Recorder's Number shown on the Final or Parcel Map.</p> <p>42. Permanent building elements encroaching into the right-of-way normally require a Major Encroachment (ENMJ permit). Other approved encroachments may be part of Minor Encroachment (ENMI permit).</p> <p>43. City may revoke encroachment permit at its sole discretion and may charge property owner(s) for use of the right-of-way.</p>	<p>The tentative parcel map shows a building overhang encroaching into City of Oakland right-of-way. Maintenance, liability, and insurance requirements for this encroachment shall be included in the long-term ground lease agreement to the satisfaction of the Economic and Workforce Development Department and the Department of Transportation.</p> <p>International Blvd is Caltrans right-of-way. Additional permits and/or review for construction of off-site improvements may be required.</p> <p>Existing ingress and egress easement needs to be resolved prior to recording Parcel Map. It should either be quitclaimed so that it is removed from Title Exceptions and Exclusions or, if it is still needed, access provided to the dominant estate.</p>
<p><u>SITE PLAN</u></p> <p>44. A Site Plan shall be provided with permit plan set and include: north arrow, scale, property boundaries, topography, vegetation, proposed/existing structures,</p>	<p>A site plan shall be submitted with the improvement plans for the PX permit.</p>

CITY OF OAKLAND Department of Transportation
Engineering Services "Conditions of Approval"

<p>utilities, easements, roadways, monuments, wells, and any important key elements.</p>	
<p><u>STREET LIGHTS AND UTILITIES (PW ELECTRICAL)</u> 45. A photometric plan and analysis of existing and proposed street lights is required for all projects requiring a PX permit and as determined by the City Engineer. Design shall meet City Outdoor Lighting Standards. http://www2.oaklandnet.com/oakca1/groups/pwa/documents/policy/oak026007.pdf 46. Upon review and approval of the photometrics analysis, the project sponsor shall design and include additional streetlights as required by the City and shall also provide 10% spare streetlight fixtures for City's Electrical Maintenance Operations. 47. Pedestrian signal and push buttons for intersection crossings shall be included in the plans for construction when required by the Traffic Engineer. 48. Utility undergrounding shall be clearly identified on all construction permitted plans as approved by the Project Planner, Oakland Fire Department, Public Works Department and Dept. of Transportation. 49. Pull boxes shall be locking. 50. Existing, reinstalled and new Streetlights, Parking Meters and Kiosks shall be included on the plans approved for construction. Separate fees and approvals by Public Works Maintenance is required to remove or install Streetlights, Parking Meters and Kiosk.</p>	<p>General requirements 45 and 46 apply. The PX Permit plans shall identify the location and details for all existing and proposed street lights along the street frontage of the proposed project.</p> <p>General requirements 47 through 50 may apply prior to issuance of the PX Permit.</p>
<p><u>SPECIAL ZONES: CDMG Designation (LS/LO), A-P Zone, Flood Zone, Creek/water course, GAAD, etc.</u> 51. Design, approvals, outside agency permits, and construction methods shall meet all applicable Federal, State, and City's Municipal Code requirements for properties located in hazard zone and flood zone. 52. Peer Review of Soils, Geotechnical, Hydrology, Hydraulic, and Structural Reports, engineering plans, grading, remediation, final map may be required. 53. CDMG Designation and potential for liquefaction(LQ) and/or landslide(LS) shall be clearly identified on individual lots of the Tentative Map, Parcel Map of final Tract Map.</p>	<p>The improvement plans shall identify on the cover sheet the flood zone designation and FIRM rate map for the property. The Geotechnical Engineer and reference to soils reports shall also be included on the cover sheet of the improvement plans submitted for review and approval.</p>
<p><u>TENTATIVE MAP, PARCEL MAP, TRACT MAP</u> 54. Fire Access, Emergency Vehicle Access, Shared Access (Agreement or CC&R's), Utility Easements shall be clearly shown and identified on Maps. 55. Setbacks from the property lines, buffer areas, easements, buildings and separation required between structures and buildings shall be identified on Tentative Map. 56. After approval by Planning and Zoning of a Tentative Map a separate application to Engineering Services is required for review and approval of the Parcel or Tract Map by the City Surveyor and City Engineer. 57. Tract Map and Subdivision Improvement Agreement (SIA) requires City Council Approval. 58. Survey Monuments Protection, Surety/Bond may be required prior to approval of Parcel or Final Map.</p>	<p>General requirements 54, 55, 56 and 58 apply to the Tentative and Parcel Map.</p> <p>The boundary of the merged lots on Tentative Map 10917 appears to include APN 044-4967-001-00 (Lot 289 of Reference Map), but that APN and legal description are not listed in the Subdivision Information or Title Description. Include it on the final Parcel Map. There is an existing building on that parcel that is also not shown on the tentative map, which must be demolished prior to issuance of building permit.</p> <p>Show Caltrans operating right-of-way on the parcel map and improvement plans.</p>

CITY OF OAKLAND Department of Transportation
Engineering Services "Conditions of Approval"

<p>CONSTRUCTION</p> <p>59. All work within the City's right-of-way or easement requires a valid permit.</p> <p>60. Shoring Plans, Retaining Walls, Streetlight and Traffic Signal Pole Foundations and other structures require a separate Building Permit from the Building Department.</p> <p>61. An Obstruction Permit (OB) may be required prior to issuance of a Grading, Building, PX, CGS or another related permit. OB permits are required for temporary or permanent removal of metered and non-metered parking spaces, sidewalk closure(s), staging of materials, construction dewatering equipment, blocking, placement of storage units, equipment within the right-of-way.</p> <p>62. An approved Traffic Control Plan (TCP) may be required prior to issuance of an OB permit, PX permit or any work requiring Traffic Control Measures within the City's right-of-way.</p>	<p>Project plans shall meet applicable municipal and building codes prior to issuance of a construction or encroachment permit(s) issued by DOT Engineering Services. All fees shall be paid, bonds and insurance provided, prior to issuance of PX permit and prior to execution of a P-Job Agreement.</p>
<p>OTHER</p> <p>63. Projects with "<i>Special</i>" considerations, for example; may require utility undergrounding of overhead utilities, improvements off-site (i.e. new traffic signal), ownership of land/project sponsor TCSE Economics & Workforce Development, a City Capital Project, or may be part of a larger "Master Planned Development" with Development Agreement and/or phased Final Maps.</p>	<p>Properties are owned by City of Oakland.</p>

PER CITY RECORDS AND INFORMATION RECEIVED FOR REVIEW ITEMS NOTED BELOW MAY AFFECT THE DESIGN, REVIEW AND APPROVAL, PERMITTING, MAP APPROVAL PROCESSES. (The City assumes No Responsibility for the Accuracy and/or Completeness thereof.)

Preliminary Title Report	Required with Parcel Map & PX Permit Applications	Vacation / Dedication	
Flood Zone		Easement	Existing, needs to be resolved.
Creek Permit / Water Course		Existing Utilities / Overhead	Existing along Madison Avenue.
Land / Boundary Survey		BART	
Lot Dimension(s)		CALTRANS	CALTRANS right-of-way on International
Sidewalk Clearance (i.e. 5.5 ft.)		EBMUD	
Sidewalk Curb Ramps	To be replaced by AC Transit / City	PG&E	
Encroachment	Proposed overhang shown on Tentative Map	UPRR	
CDMG Designation		City of Oakland Ownership	Subject properties owned by Oakland
Land Stability	Liquefaction Severity Level 3	City of Berkley	
Street Lighting		City of Emeryville	
Traffic Circulation / Bicycle Lane		City of Piedmont	
Traffic Signal		Other	

*Additional information is provided below:

Planning/Zoning Number	Map Number (if applicable)	DATE
PLN18399	TPM10917	10-18-2018