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AGENDA REPORT

TO: Sabrina B. Landreth
City Administrator

FROM: Mark Sawicki
Director, EWD

SUBJECT: 12th Street Remainder Parcel
Disposition and Development
Agreement with UrbanCore and
EBALDC

DATE: June 8, 2016

City Administrator Approval

Date:

RECOMMENDATION

Staff Recommends That The City Council Adopt An Ordinance:

- (1) Authorizing the City Administrator, Without Returning To The City Council, To Negotiate And Execute A Disposition And Development Agreement And Related Documents Between The City Of Oakland And UrbanCore Development, LLC Or Its Related Entities Or Affiliates ("UrbanCore"), And East Bay Asian Local Development Corporation Or Its Related Entities Or Affiliates ("EBALDC"), For**
 - (A) Sale Of The 12th Street Remainder Parcel Located At E12th Street And 2nd Avenue ("Property") For No Less Than \$8.0 Million,**
 - (B) A Seller Carryback Loan From The City To EBALDC In The Amount Of \$3.3 Million Plus The Cost Of Loan Origination, And**
 - (C) Development Of The Property As A Residential Mixed-Use Project, All Of The Foregoing Documents To Be In A Form And Content Substantially In Conformance With The Term Sheet Attached As Exhibit A, And;**
- (2) Adopting CEQA Exemptions (15183 & 15183.3) And Addendum (Relying On The Previously Certified 2014 Lake Merritt Station Area Plan EIR)**

EXECUTIVE SUMMARY

Adoption of the proposed ordinance will enable the City Administrator to negotiate and execute a Disposition and Development Agreement (DDA) that will allow the City to sell the Property to UrbanCore Development (or a related entity) and the East Bay Asian Local Development Corporation (EBALDC) (or a related entity) for the appraised fair market value (FMV) of \$8 million for development of a residential mixed-used project; and allow the City to finance EBALDC's acquisition of its portion of the Property with a seller carryback loan in the amount of \$3.3 million (plus the cost of loan origination) to support the affordable housing project. The ordinance includes the California Environmental Quality Act (CEQA) findings for this action.

The proposed Project will consist of a total of 361 residential units in two buildings sharing a common entrance and garage: a nine story mid-rise that includes 90 affordable units targeting

Item: _____
CED Committee
June 28, 2016

households at or below 60% of AMI, plus one manager's unit for a total of 91 units; and a 27 story tower that includes 270 units, at least 18 of which will be affordable to households at income levels between 80% to 120% of AMI. There will be approximately 5,000 square feet of ground floor commercial space, including community space referred to as "The Commons". The parking garage will consist of approximately 242 to 320 total spaces on four levels: two levels below grade, one level at grade, and one level above grade.

The ordinance also authorizes the City Administrator to appropriate \$300,000 of the net \$4.7 million land payment to fund a Community Benefits Program. Staff will return to City Council with a resolution for approval to distribute and allocate these community benefits funds.

Additionally, the Developer is offering a Project Labor Agreement (PLA) for the entire project; landscaping and maintenance of the 0.92 acre of open space adjacent to the Property; allowing shared access to the Project's common spaces and amenities to all residents of the Project; and forgoing condo conversion credits that the project would normally be entitled to under the current Condo Conversion Ordinance.

BACKGROUND / LEGISLATIVE HISTORY

A. ENA with UrbanCore & EBALDC

On July 14, 2015, the City issued a Notice of Offer and Intent to Convey the Property ("Notice"). The City evaluated five proposals and on March 15, 2016, the City Council authorized an Exclusive Negotiating Agreement (ENA) with UrbanCore and EBALDC (collectively "Developer") for the purposes of further refining their project proposal for Planning approval, completing CEQA review, and negotiating the terms and conditions of a DDA based on a new appraisal. (Reso No.86056 C.M.S.)

Developer has been working diligently to move the Project forward, including hosting community meetings; submitting an application for the State's Affordable Housing and Sustainable Communities (AHSC) funding; refining their project proposal for Planning Application submission; and completing the CEQA review for the proposed project. Planning staff has scheduled the project for design review and Planning Commission consideration on June 15. Project Implementation staff obtained an updated appraisal of the Property's FMV at its highest and best use and is now seeking Council authorization to execute a DDA with UrbanCore and EBALDC team. (See *Exhibit A* of Ordinance for DDA Terms).

Item: _____
CED Committee
June 28, 2016

B. Development Team and Proposed Ownership Structure

The proposed DDA will be between the City of Oakland and UrbanCore Development, LLC, a California limited liability company, (or a related entity *controlled* by UrbanCore), and East Bay Asian Local Development Corporation, a California nonprofit public benefit corporation or a related entity *controlled* by EBALDC (collectively, "Developer").

Michael E. Johnson created UrbanCore Development, LLC in 2010 with the goal of re-branding infill development activities for which the former Em Johnson Interest, Inc (EJI) had become known. Founded as a minority business enterprise in 1979 by Mr. Johnson, EJI has been a leading San Francisco Bay Area real estate company for more than 25 years. UrbanCore has successfully completed, or has in progress, a total of 32 projects, including approximately 3,000 housing units and over 100,000 square feet at a cost of \$800 million, primarily throughout the San Francisco Bay Area, but also Oregon, Atlanta, and elsewhere in the Southeast United States. UrbanCore has a history of strategic partnerships with non-profit and for-profit housing developers on mixed-income projects.

EBALDC is an Oakland-based nonprofit community development organization founded in 1975 and with Joshua Simon as the current Executive Director. EBALDC has invested more than \$200 million in assets that have had substantial physical and social impact on communities in Oakland and the East Bay, including a total of 2,046 homes and more than 300,000 square feet of commercial space. EBALDC's Neighborhood and Economic Development programs serve 4,000 low-income people annually, through resident services, financial education and counseling, youth and senior programming, and free tax preparation and assistance.

The Developer has hired Oakland-based Pyatok Architects, AVR Studio and PGA Design to prepare the project designs for planning entitlements; LSA Associates to prepare the CEQA analysis; and Cushman & Wakefield for market advice. Also, the Developer has been talking to Cahill Construction to be the General Contractor.

UrbanCore and EBALDC will create and prepare for recording a subdivision map of the Property that creates a two-unit condominium, governed by Conditions, Covenants & Restrictions (CC&Rs). When the subdivision map is ready for recordation, the City will record the map and sell one condo unit to UrbanCore (or a related entity controlled by UrbanCore) and the second condo unit to EBALDC (or a related entity to be controlled by EBALDC). Each condo unit owner will solely own a fee interest in the improvements wholly within the unit; in addition, that owner will hold an undivided common interest in the land beneath the two condo units and the improvements that are to be jointly managed and maintained. A "master association" will be established to govern the common interest business of the two owners under the terms of the CC&Rs.

The full project will be built as a "Common Interest Development": UrbanCore (or a related entity) will develop, own, and manage the market-rate project (which will include at least 18 units affordable to moderate income households); EBALDC (or a related entity) will develop, own and manage the 100% affordable project (90 units affordable to lower income households plus one manager's unit).

Item: _____
CED Committee
June 28, 2016

Within 150 days of DDA approval, the Developer will identify, for City review and approval, a financially strong entity to partner with. The Guarantor must have significant assets or capital sufficient to complete the Project, pursuant to criteria set forth in the DDA and acceptable to the City in its sole and absolute discretion.

C. Property Location and Ownership History

The 12th Street Remainder Parcel is currently owned by the City of Oakland. This 0.925 acre of land was previously public right-of-way and was created in 2011 as a result of the reconfiguration of 12th Street that was a part of the City of Oakland's Lake Merritt Park Improvement/12th Street Reconstruction Project which was funded by Measure DD.

The Remainder Parcel is bounded by E. 12th Street on the east, by 2nd Avenue & OUSD property on the south, by the newly created open space to the west and by Lake Merritt Blvd to the north.

The Redevelopment Agency acquired the Remainder Parcel from the City on June 16, 2011. In February of 2012, with the dissolution of the Redevelopment Agency, the Property was transferred to the Oakland Redevelopment Successor Agency by operation of law.

In August 2013 the Oakland Redevelopment Successor Agency and the City received a City of Oakland Redevelopment Agency Asset Transfer Review from the California State Controller, commonly referred to as the "Clawback Report". This report, among other things, disallowed the 2011 acquisition of the Property by the Agency and required the City to transfer the sales proceeds for the Remainder Parcel back to the Oakland Redevelopment Successor Agency. Therefore, on April 7, 2014 the Oakland Redevelopment Successor Agency transferred ownership of the 12th Street Remainder Parcel back to the City.

ANALYSIS AND POLICY ALTERNATIVES

A. DDA Terms – See *Exhibit A* attached to the ordinance for the summary of DDA terms. The main changes to what was presented to Council during the recent ENA approval process are: the \$3.3 million affordable housing loan from the City to accommodate the new higher appraised value of \$8.0 million; the minimum pre-conveyance conditions to be met by Developer to be eligible to request a waiver of some of the City's standard pre-conveyance conditions; and the adjusted affordable housing mix in EBALDC's 90-unit building, only if AHSC funds are not awarded this year.

The major DDA terms include:

1. Appraised as-is Fair Market Value, considering the highest and best use: **\$8 million**. Developer will pay **\$4.7 million** upfront which includes **\$300,000** to be appropriated for a community benefits program. The remaining **\$3.3 million** of the purchase price will be financed through a seller carryback loan to EBALDC.

Item: _____
CED Committee
June 28, 2016

2. City Affordable Housing Loan: \$3.3M plus the cost of a 2.5% origination fee; 55-year term; 0% interest; payment from residual receipts shared with State and/or other lenders. (See **Attachment B** to the DDA Term Sheet for details on the terms of the affordable housing loan)
3. Project Description: 361 residential units total in two buildings sharing a common entrance and garage: nine story mid-rise includes 90 units targeting households at or below 60% of AMI, plus one manager's unit for a total of 91 units; and a 27 story tower includes 270 units, at least 18 of which will be affordable to households earning between 80% to 120% of AMI.

Bedroom Type	Mid-Rise Building	High-Rise Building
Studio	25	86
1-Bedroom	34	66
2-Bedroom	22	90 (includes 4 townhouses)
3-Bedroom	10	28 (includes 6 penthouses)
Total Units	91	270

There will be approximately 2,000 sq. ft. of ground floor retail, 3,000 sq. ft. of ground floor community space and courtyard open space at the podium terrace. The parking garage will consist of approximately 242-320 total spaces on four levels: two levels below grade, one level at grade, and one level above grade.

4. Development Schedule: Sale of Property by June 30, 2017. Within 8 months of DDA approval, Developer may request a waiver of some of the City's standard pre-conveyance conditions, for City Administrator approval, if certain conditions are met (e.g. AHSC funding, Completion Guarantee, subdivision approvals, signed PLA and 65% construction drawings). If the City Administrator waives standard conditions to allow an early closing, construction would start within 24 months after transfer of Property or 30 days after issuance of building permits (whichever is earlier). If the City Administrator does not waive the conditions, construction would start within 30 days following close of escrow. Construction is to be completed within 24 months after commencing construction.
5. Environmental Remediation: Although Phase II site investigations indicate the soil is dirty and the \$8.0 million land price is based on an as-is appraisal, the City will not set aside any funds from land sale proceeds related to possible environmental remediation cost. Instead, the Developer will be fully responsible for paying for any environmental remediation. (Note: in 2015 the Developer had negotiated a DDA term sheet that allowed a set aside of \$500,000 from land sale proceeds for environmental remediation.)
6. Payment and Performance Bonds: Developer to provide payment and performance bonds in the amount not less than 100% of the Project construction costs, pursuant to the Developer-executed construction contract, only if they are a requirement of the

Item: _____
CED Committee
June 28, 2016

Developer's lender. (This matches what Council had previously approved in the in the 2015 DDA term sheet with the Developer).

7. Easements will be provided by City on the adjacent open space for construction, maintenance, etc.
8. Other standard DDA terms would apply to this transaction, such as execution of a completion guaranty before transfer of Property, \$50,000 good faith deposit, repurchase option, etc.

B. Affordable Housing

Developer will set aside at least 30 percent of the total project units (or 108 units of 361) to be affordable to low and moderate income households, subject to Regulatory Agreements with affordability terms of 55 years; such units will remain as rental if and when other units are sold as condominiums.

A 55-year Regulatory Agreement will apply to the following affordable units owned by EBALDC:

Income Level	One of the Following:	
	# of units (if AHSC funds secured)	# of units (without AHSC funds)
30% of AMI	20	0
50% of AMI	10	9
60% of AMI	60	81
Total Affordable Units	90	90

Only if AHSC funds are not awarded this year would the mix of the 90 affordable units be adjusted to 9 units at 50% of AMI and 81 units at 60% of AMI. This adjustment allows EBALDC to revise the underwriting to maximize the debt to build the project without AHSC funds. The alternative would be to postpone the development schedule for another year to re-apply for AHSC funds in 2017.

A 55-year Regulatory Agreement will apply to the following affordable units owned UrbanCore:

Income Level	# of Units
80% of AMI	6
100% of AMI	6
120% of AMI	6
Total Affordable Units	18

The Project would not be required to pay affordable housing impact fees since the above on-site affordable housing requirement negotiated in the DDA exceeds the requirements for fee mitigation under the recently adopted affordable impact fee ordinance.

Item: _____
CED Committee
June 28, 2016

C. Community Benefits

Consistent with the offer presented under the ENA approval, the community benefits that the Developer agreed to in the DDA are:

1. A Project Labor Agreement for the entire project as a pre-conveyance requirement.
2. Shared access to the Project's common spaces and amenities by all Project residents. (See **Attachment A** to the DDA Term Sheet for details on the location, ownership, management responsibility and resident access to the non-residential spaces of the Project).
3. Restriction of condo conversion credits that the project would normally be entitled to under the current Condo Conversion Ordinance.
4. The 0.92 acre of open space adjacent to the Property will be landscaped and maintained by the Developer. The cost of construction is expected to be \$6.24 per square foot or approximately \$250,000.
5. The City Administrator will appropriate \$300,000 (of the \$4.7 million land payment) to fund a Community Benefits Program. (See **Attachment C** to the DDA Term Sheet for details on the tentative allocation of the community benefit funds.)

D. Lease Vs. Sale of Property

The City Council adopted a resolution in December 2014 to establish a general policy to lease rather than sell City property (Reso No. 85324 C.M.S.). During the ENA selection process, staff and the City Administrator recommended an exception to this general policy based on the finding that a sale, rather than lease, of the Property is in the best interest of the City.

EBALDC is reporting that a lease is difficult because their Low Income Housing Tax Credit Investors are asking for a lease term of 75-years minimum and preferably 99-years, but the City Charter limits lease terms to 66-years. This concern is the inability to show that the project can be refinanced at market value when and if affordable covenants expire in 55 years. At that point, only 11 years remain on the ground lease which severely limits refinancing potential.

UrbanCore is also reporting to staff that all the potential investors who have expressed strong interest in financing their project as conceived are institutional investors who require ownership as part of their underwriting. UrbanCore is proposing to build the project as condominiums so that they have the option to sell the units at a later date. According to UrbanCore, these investors are not interested in investing in the project under a ground lease scenario because, as long-term investors, they want to avoid the risk of someday losing control of the building in the event a ground lease cannot be extended. Without the strong interest of these potential investors, the project as conceived by UrbanCore is not financially feasible.

The City Administrator and staff recommend the Council authorize a sale instead of lease of the Property on the basis that it is necessary to promote the City's economic development and housing goals. (Note: this was the determination made by Council in May/June 2015 when a DDA with UrbanCore was last proposed for this Property).

Item: _____
CED Committee
June 28, 2016

FISCAL IMPACT

The proposed legislation does not commit the City to expenditure of any funds. The Developer has agreed to pay for all escrow fees and closing costs related to this transaction, including any City and County taxes.

The sale of the Property would yield an immediate \$4.7 million in land sales proceeds which will be deposited into the City's General Purpose Fund (1010), Real Estate Services Organization (85231), Sale of Land (48111), Non-Project (0000000), Real Estate Program (PS32). The City Administrator will be authorized to appropriate \$300,000 of the land sales proceeds to fund a Community Benefits Program. Staff will return to City Council with a Resolution for approval to distribute and allocate these community benefits funds. Just like any other lender, staff from the City's HCD Department will routinely monitor EBALDC's (i.e. borrower's) compliance with the terms of the City's \$3.3 million affordable housing loan to ensure repayment and that loan funds are going for their intended use.

Tax revenue generated by the Project in its first full year of operation is estimated to start at \$379,000 a year from property tax and \$176,000 a year from business license tax. Also, the retail space is assumed to generate approximately \$5,000 annually in sales tax revenue, based on sales of \$250 per square foot annually. On average residents in the City of Oakland generate \$108 in sales tax revenue per capita. Based on this average, the estimated 722 residents of the proposed project would generate \$78,000 in sales taxes in the City annually.

City Fiscal Benefit	Estimated Amount
Annual Property Tax	\$378,748
Annual Business License Tax	\$176,143
Annual Retail Space Sales Tax	\$5,000
Annual Project Resident Sales Tax	\$77,976
Total	\$637,866
NPV of 25 years at 4%	\$9,964,801

In addition, the Project is estimated to create 729 construction jobs and 14 permanent jobs.

PUBLIC OUTREACH / INTEREST

The City issued a Notice of Offer and Intent to Convey Property for the Property on July 14, 2015. A Frequently Asked Questions sheet on the selection process was also prepared and shared widely. The City selected the UrbanCore/EBALDC team for an ENA after the team presented their proposal at a special CED Committee meeting on February 29, 2016 and at a City Council meeting on March 15, 2016.

Developer hosted a community meeting on April 20, 2016 and is scheduled to present their project design to Planning Commission on June 15, 2016. The proposed project is consistent with the zoning and vision of the Lake Merritt Station Area Plan (LMSAP), which identifies the

Item: _____
CED Committee
June 28, 2016

Property as a Primary Gateway Opportunity Site, ideal for an iconic, high-density residential high rise with ground floor retail. The LMSAP was adopted by the City Council in December 2014 and was the result of an extensive four-year community input process that started in 2010.

COORDINATION

Project Implementation staff have coordinated on this agenda item with the City Administrator's Office, the Real Estate Division, the Bureau of Planning, Housing and Community Development Department, the Office of the City Attorney, the Controller's Bureau, and the Budget Office.

SUSTAINABLE OPPORTUNITIES

Economic: UrbanCore/EBALDC's proposed Project will transform vacant underutilized land into a high-density residential development that will provide much-needed housing units, a modest amount of neighborhood-serving retail, and further stimulus to the local economy. Development of the site will produce several hundred construction jobs and tens of permanent jobs. Staff estimates the project will generate to the City \$45 million from property tax and \$21 million from business license tax over 66 years, in addition to other tax benefits from parking tax and sales tax.

Environmental: UrbanCore/EBALDC's proposed Project is expected to maximize the potential use of the land while being environmentally-sensitive with its design, use of materials and operations. The proposed high-density development next to a regional transportation hub will likely encourage residents and retail customers to use BART and AC Transit and reduce automobile reliance, which will decrease the use of fossil fuels and resulting greenhouse gas emissions. UrbanCore will fund, as a community benefit, the cost to design, construct and provide ongoing maintenance for the adjacent open space parcel owned by the City.

Social Equity: UrbanCore/EBALDC will provide a minimum of 30 percent of the units at an affordable rent to low and moderate income households, comply with the City's local business and employment participation requirements, and enter into project labor agreements.

CEQA

A project-specific CEQA analysis was completed May 27, 2016. The Project and CEQA determination were considered at the Planning Commission meeting on June 15, 2016 and approved.

The anticipated environmental effects of the Project have been evaluated by the Lake Merritt Station Plan Environmental Impact Report (approved and certified November 2014), pursuant to Sections 15162 and 15164 of the State CEQA Guidelines: Addendum to the approved and certified Lake Merritt Station Plan EIR.

The Project is also Categorically Exempt pursuant to the following CEQA Guidelines sections: Section 15183.3: Streamlining for Infill Projects; and Section 15183: Projects consistent with a Community Plan, General Plan or Zoning.

Item: _____
CED Committee
June 28, 2016

Each of the foregoing provides a separate and independent basis for CEQA compliance and when viewed collectively provides an overall basis for CEQA compliance.

ACTION REQUESTED OF THE CITY COUNCIL

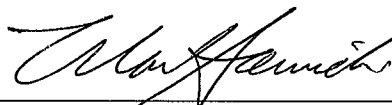
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- (2) Adopting CEQA Exemptions (15183 & 15183.3) And Addendum (Relying On The Previously Certified 2014 Lake Merritt Station Area Plan EIR)

For questions regarding this report, please contact Patrick Lane, Acting Manager, Project Implementation Division at (510) 238-7362.

Respectfully submitted,



Mark Sawicki
Director, Economic & Workforce Development
Department

Reviewed by: Patrick Lane
Project Implementation Division, Acting
Manager

Prepared by:
Hui-Chang Li, Urban Economic Analyst IV
Project Implementation Division

Attachments (1):

Attachment A: Development Plans for 12th St Remainder Parcel

Item: _____
CED Committee
June 28, 2016

PROJECT DESCRIPTION AND DATA

The project sponsors, UrbanCore and EBALDC, propose to construct two buildings sitting on a concrete podium garage. The podium includes 2 levels above grade and 2 levels below grade, containing parking at all levels and community and retail facilities at grade facing East 12th St and Lake Merritt Boulevard. One building is a 26-story residential tower that is approximately 72% to the roof above the average grade of the site which is 21' above sea level; the other building is an 8-story mid-rise that is approximately 80' to its roof above grade.

The site (52 acres) is on the west side of East 12th Street, between Second Avenue and Lake Merritt Boulevard (address to be determined).

The proposed project will include:

- 361 dwelling units, including 270 units in the market rate Lakehouse Commons North, 252 market rate units and 18 workspaces units, as well as 91 flats in the mid-rise in the Lakehouse Commons South. Lakehouse Commons North contains 280 flats, 6 penthouses at the top level, and 4 two-story townhomes at the ground level.
- The North Commons is set back from the park on the north side by an average of 10' from E 12th St by 10', and from the west property line by a range of 7' to 30'. The South Commons is built to the property line along E 12th St and 2nd Avenue, and is set back from the west property line by a minimum of 5'.
- The distance between the North Commons and South Commons is 41'.
- There is a 4-level parking garage (two below grade, two above grade) with 218 auto parking stalls and 210 bike parking stalls. The area of the parking garage is 102,149 SF.
- Off-site improvements include enhancement of a City park (92 acres) with natural landscaping to the north-west of the site and streetscape improvements for the LMSF.

The proposed project will also include the following floor area uses, shown below in gross square footages.

AMENITIES	
BIKE ROOMS	5,984 SF
CAFE	1,476 SF
CENTRAL COMMONS	2,656 SF
FITNESS CENTER	1,928 SF
LOBBY - NORTH COMMONS	2,055 SF
LOBBY - SOUTH COMMONS	1,062 SF
ROOF TERRACE COMMUNITY ROOMS	2,350 SF
CIRCULATION	
CIRCULATION - NORTH COMMONS	49,574 SF
CIRCULATION - SOUTH COMMONS	11,915 SF
COURTYARDS	
CENTRAL COURTYARD	5,334 SF
NORTH COURTYARD	3,573 SF
SOUTH COURTYARD	2,249 SF
GARAGE	
PARKING GARAGE	102,234 SF
PROPERTY MANAGEMENT	
ADMINISTRATION - NORTH COMMONS	1,423 SF
ADMINISTRATION - SOUTH COMMONS	779 SF
RESIDENTIAL	
RESIDENTIAL - NORTH COMMONS	237,307 SF
RESIDENTIAL - SOUTH COMMONS	67,969 SF
ROOF DECK	
ROOF DECK - NORTH COMMONS	6,963 SF
ROOF DECK - SOUTH COMMONS	747 SF
SERVICES/STORAGE	
SERVICE	11,508 SF
SERVICE - NORTH COMMONS	8,589 SF
SERVICE - SOUTH COMMONS	1,733 SF
TOTAL GROSS SF PROVIDED	528,992 SF

ZONING CODE SUMMARY

CASE NUMBER

PROJECT SITE AREA + 40,276 SF (0.92 ACRES)

PROJECT TYPE PERMANENT RESIDENTIAL ACTIVITY, MULTI-FAMILY DWELINGS COMMERCIAL ACTIVITY ACCESSORY OFF-STREET PARKING

ZONING PARCEL NO. APM 19-27-14

ADDRESS BOUND BY EAST 12TH STREET, SECOND AVENUE AND LAKE MERRITT BOULEVARD

ZONE D-1M1 (MIXED RESIDENTIAL) LAKE MERRITT STATION AREA PLAN

HEIGHT LIMIT PER TABLE 17.101C.04 85 FT. (MID-HIGH) / 275 FT. (TOWER FOR 3 BLDGS.) CLIP 45 FT. BASE

PROPOSED CONSTRUCTION PODIUM BUILDING - TYPE I-A CONSTRUCTION (4 STORIES) NORTH COMMONS - TYPE I-A CONSTRUCTION (24 STORIES) SOUTH COMMONS - TYPE I-B CONSTRUCTION (6 STORIES) HEIGHT INCREASES ASSUMED WITH FULLY-SPRINKLERED BUILDINGS

ZONING

This project has been designed to conform with the recommendations of the Lake Merritt Station Area Plan.

Land Use Character: according to the Plan, the site is in an area called Urban Residential Zone, "appropriate... for high-rise residential structures" and "allows a variety of ground floor uses compatible with a residential area". The project fits this definition.

Active Ground Floor Uses: the Plan calls for activating the park side and East 12th St frontage. This development activates East 12th St with a cafe (1,476 SF), residential lobbies with lounges (3,117 Total SF), and a cultural center for performing arts, exhibitions and festivals (2,656 SF). The park side is activated by town homes and a public terrace at the corner of E12th St and Lake Merritt Boulevard.

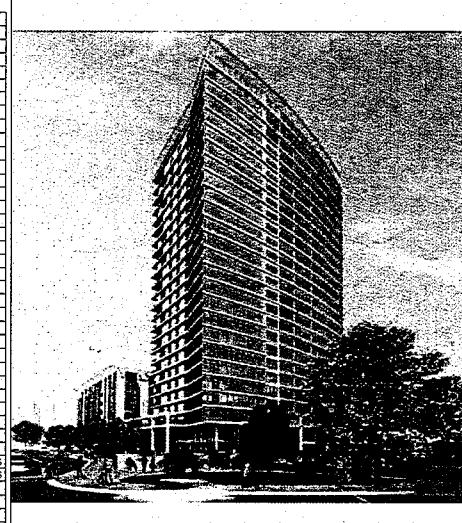
Height and Massing Concept: the site is located in an area designated by the Lake Merritt Specific Plan to have a Base Height at 45' and a Tower Height of 275' total with the base. This development proposes a Base Height along East 12th Street that varies between 20'-25' above grade, varying with the slope of the street. The South Commons building will be 65' above the podium, or about 65' above grade. The North Commons building extends 25' above the podium plaza, which is 20' SF above grade, depending on its location relative to the sloping street. So the South Commons building extends about 275' above the average grade, within the overall Tower plus Base Height of 275' allowed in the Plan.

LAKEHOUSE COMMONS
ENTITLEMENT SUBMITTAL

SHEET INDEX

NUM.	NAME
TO.01	COVER SHEET
TO.02	SITE CONTEXT
TO.03	RENDERINGS
TO.05	PERSPECTIVE VIEWS
TO.06	PERSPECTIVE VIEWS
TO.10	GREENPOINT CHECKLIST - NORTH COMMONS
TO.11	GREENPOINT CHECKLIST - SOUTH COMMONS
SURVEY 1/2	BOUNDARY AND TOPOGRAPHIC SURVEY
SURVEY 2/2	BOUNDARY AND TOPOGRAPHIC SURVEY
L0.01	LANDSCAPE - PLAN SITE
L0.02	LANDSCAPE - PLAN PODIUM
L0.03	LANDSCAPE - PODIUM MATERIALS
L0.04	LANDSCAPE - PARK MATERIALS
L0.05	LANDSCAPE - SCORMATER CALCULATIONS
AL0.01	LIGHTING FLOOR PLANS AND ELEVATIONS
AL0.02	LIGHTING FLOOR PLANS AND ELEVATIONS
AL0.03	LIGHTING FLOOR PLANS AND ELEVATIONS
A1.00	SITE PLAN
A1.01	BUILDING PLAN - LEVEL B2
A1.02	BUILDING PLAN - LEVEL B1
A1.03	BUILDING PLAN - LEVEL 1
A1.04	BUILDING PLAN - LEVEL 2
A1.05	BUILDING PLAN - LEVEL 3 AND 4
A1.06	BUILDING PLAN - LEVEL 5 AND 6
A1.07	BUILDING PLAN - LEVEL 7 AND 8
A1.08	BUILDING PLAN - LEVEL 9 THROUGH 24
A1.09	BUILDING PLANS - LEVELS 25 AND 26
A2.01a	ENLARGED BUILDING PLAN - LEVEL 3 - NORTH COMMONS
A2.01b	ENLARGED BUILDING PLAN - LEVEL 3 - SOUTH COMMONS
A2.02a	ENLARGED BUILDING PLAN - LEVEL 5 - NORTH COMMONS
A2.02b	ENLARGED BUILDING PLAN - LEVEL 5 - SOUTH COMMONS
A2.03a	ENLARGED BUILDING PLAN - LEVEL 7 - NORTH COMMONS
A2.03b	ENLARGED BUILDING PLAN - LEVEL 7 - SOUTH COMMONS
A2.04a	ENLARGED BUILDING PLAN - LEVEL 25 - NORTH COMMONS
A2.04b	ENLARGED BUILDING PLAN - LEVEL 25 - SOUTH COMMONS
A3.01	BUILDING ELEVATIONS
A3.02	BUILDING ELEVATIONS
A3.03	ENLARGED STREET LEVEL
A3.04	BUILDING SECTION
A4.01	WALL SECTIONS
A4.02	WALL SECTIONS
A5.01	MATERIALS BOARD

PERSPECTIVE VIEW



CAR AND BICYCLE PARKING REQUIREMENTS

RESIDENTIAL PARKING (17.101C.08(A) / CHAPTER 17.110)	PROVIDED: 218 SPACES	PARKING SPACE TYPE	COUNT	BIKE PARKING (17.101C.09(B) / CHAPTER 17.117)
REQUIRED: 270 UNITS * 0.75 (SPACES PER UNIT) = 203 SPACES		ADA STANDARD (8' x 18')	9	RESIDENTIAL:
91 AFFORDABLE UNITS * 1.50 (SPACES PER UNIT) = 137 SPACES		TANDEM STANDARD (9' x 18')	24	REQUIRED: 91 (1 PER 4 UNITS) (LONG TERM)
TOTAL REQUIRED = 240 SPACES		SMALL (8' x 15')	92	19 (1 PER 20 UNITS) (SHORT TERM)
		STANDARD (9' x 18')	133	110 TOTAL REQUIRED
		Grand total 218		PROVIDED: 173 SPACES (0.47 SPACES PER UNIT)

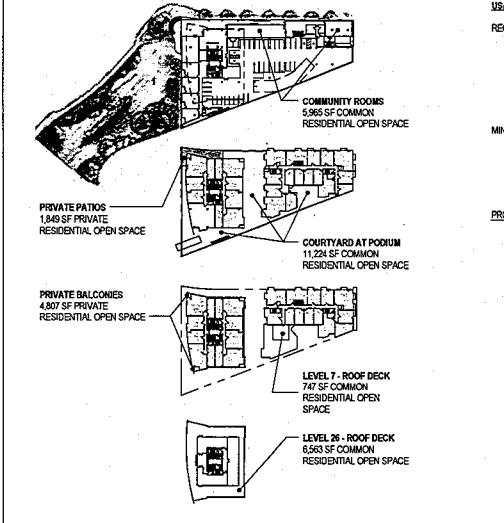
NO RETAIL PARKING PROVIDED

The parking design includes the option of podium stacking at Levels B1 and B2, increasing the total parking count to 320 spaces.

LOADING BERTHS: 2 OFF-STREET LOADING BERTHS REQUIRED FOR RESIDENTIAL USES

PROVIDED: 2 OFF-STREET LOADING BERTHS PROVIDED FOR RESIDENTIAL USES

OPEN SPACE REQUIREMENTS



UNIT MIX

SOUTH COMMONS - UNIT TYPES (NET SF)				
UNIT TYPE	COUNT	UNIT SF	UNIT TYPE	TOTAL UNIT TYPE SF
1 BEDROOM A	22	613 SF		13,478 SF
1 BEDROOM B	1	535 SF		535 SF
1 BEDROOM D	5	982 SF		2,911 SF
1 BEDROOM E	6	592 SF		3,551 SF
2 BEDROOM A	6	896 SF		5,196 SF
2 BEDROOM B	6	826 SF		4,956 SF
2 BEDROOM C	3	672 SF		2,015 SF
2 BEDROOM D	6	917 SF		5,499 SF
2 BEDROOM E	1	1,001 SF		1,001 SF
3 BEDROOM A	6	1,142 SF		6,853 SF
3 BEDROOM B	4	1,156 SF		4,780 SF
STUDIO A	24	452 SF		10,850 SF
STUDIO B	1	413 SF		413 SF
Grand total	91			61,940 SF

NORTH COMMONS - UNIT TYPES (NET SF)				
UNIT TYPE	COUNT	UNIT SF	UNIT TYPE	TOTAL UNIT TYPE SF
1 BEDROOM G.1	44	705 SF		31,022 SF
1 BEDROOM G.2	22	631 SF		13,892 SF
2 BEDROOM F	22	908 SF		19,968 SF
2 BEDROOM G	44	1,034 SF		45,474 SF
2 BEDROOM H	20	1,096 SF		21,917 SF
3 BEDROOM C	22	1,191 SF		26,208 SF
PENTHOUSE A	4	1,748 SF		6,991 SF
PENTHOUSE B	2	1,567 SF		3,133 SF
STUDIO C	85	489 SF		40,330 SF
TOWNHOUSE	4	1,422 SF		5,687 SF
Grand total	270			214,623 SF

USABLE OPEN SPACE (TABLE 17.101C.09)

REQUIRED: 252 MARKET RATE UNITS * MIN. 75 SF PER RESIDENTIAL DWELLING UNIT = 18,900 SF
18 WORK FORCE UNITS * MIN. 60 SF PER RESIDENTIAL DWELLING UNIT = 1,080 SF
91 AFFORDABLE UNITS * MIN. 60 SF PER RESIDENTIAL DWELLING UNIT = 5,460 SF
TOTAL = 25,440 SF

MINIMUM DIMENSIONS OF OPEN SPACE AREAS:
PUBLIC PLAZA - 10 FT.
ROOFTOP - 15 FT.
COURTYARD - 15 FT.
COMMUNITY ROOM - 250 SF

PROPOSED OPEN SPACE CALCULATIONS

AREA TYPE	AREA
BALCONIES - NORTH COMMONS	4,795 SF
BALCONIES - SOUTH COMMONS	5,965 SF
COURTYARDS	11,224 SF
PRIVATE PATIOS - NORTH COMMONS	1,849 SF
ROOF DECK - NORTH COMMONS	6,563 SF
ROOF DECK - SOUTH COMMONS	747 SF
TOTAL PROVIDED:	31,103 SF

PROJECT TEAM

PROJECT SPONSOR
URBAN CORE DEVELOPMENT, LLC
4066 Piedmont Avenue, Suite 313
Oakland, CA 94611

CONTACT: Michael Johnson, President, CEO
PHONE: (415) 749-2300
EMAIL: mjohnson@urbancoredev.com

PROJECT SPONSOR
EAST BAY ASIAN LOCAL DEVELOPMENT CO.
1825 SAN PABLO AVE., SUITE 200
OAKLAND, CA 94612

CONTACT: Ener Chiu
PHONE: (415) 749-2300
EMAIL: echiu@ebaldc.org

CONTACT: Jason Vargas
PHONE: (415) 287-5333 x308
EMAIL: jvargas@ebaldc.org

ARCHITECT
PRATOK ARCHITECTS, INC.
1611 TELEGRAPH AVE, SUITE 200
OAKLAND, CA 94612

CONTACT: Michael Pratok, Principal
PHONE: (510) 465-7010
EMAIL: mpratok@pratok.com

ARCHITECT
AVRP STUDIOS
703 16TH STREET, SUITE 200
SAN DIEGO, CA 92101

CONTACT: Douglas Austin
PHONE: (619) 704-2700
EMAIL: daustin@avrpstudios.com

LANDSCAPE ARCHITECT
PRATOK LANDSCAPE ARCHITECTS
44 17TH STREET
OAKLAND, CA 94612

CONTACT: Christopher Kent
PHONE: (510) 550-8851
EMAIL: ckent@pratok.com

SITE AERIAL PLAN



PYATOK
1611 TELEGRAPH AVE. SUITE 200
OAKLAND, CA 94612

510.465.7010 | 510.465.8251
www.pyatok.com

AVRP Studios
703 16th Street, Suite 200
San Diego, CA 92101
Phone | (619) 704-2700
Web | www.avrpstudios.com

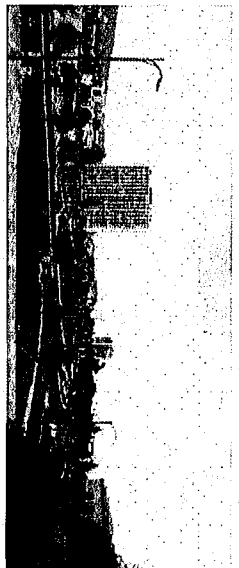
LAKEHOUSE COMMONS
E 12th Street and Lake Merritt Boulevard, Oakland CA

2018.04.29 Design Review

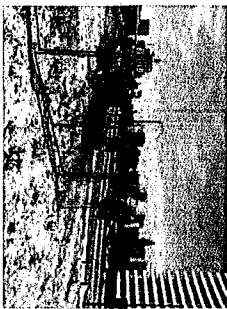
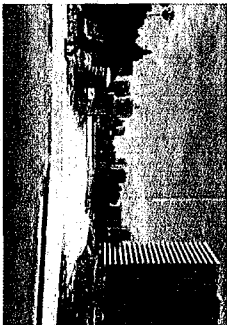
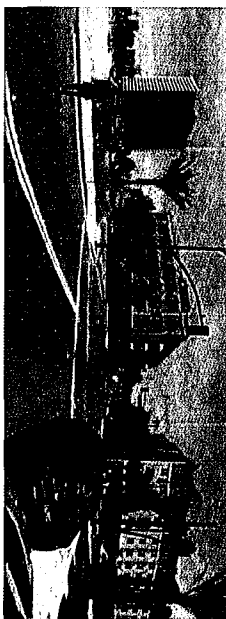
COVER SHEET

T0.01

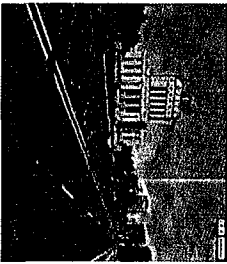
PRELIMINARY - NOT FOR CONSTRUCTION.



ADJACENT SITES / CONTEXT



EXISTING SITE



HISTORICAL REFERENCE

PYATOK
1611 TELEGRAPH AVE SUITE 200
OAKLAND, CA 94612
510.465.7010 | 510.465.6575
www.pyatok.com

AVP Studio
703 16th Street, Suite 200
San Diego, CA 92101
Phone | (619) 754-2700
www.pyatok.com

LAKEHOUSE COMMONS

E 12th Street and Lake Merritt Boulevard, Oakland CA

1000 14th Street Development, LLC
1000 14th Street, Suite 100
Oakland, CA 94612
1000 14th Street Development, LLC
1000 14th Street, Suite 100
Oakland, CA 94612

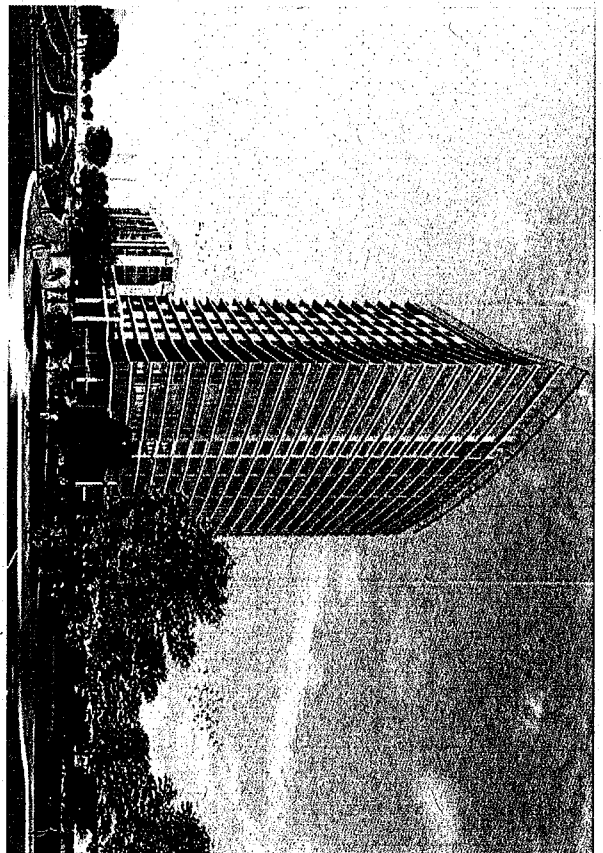
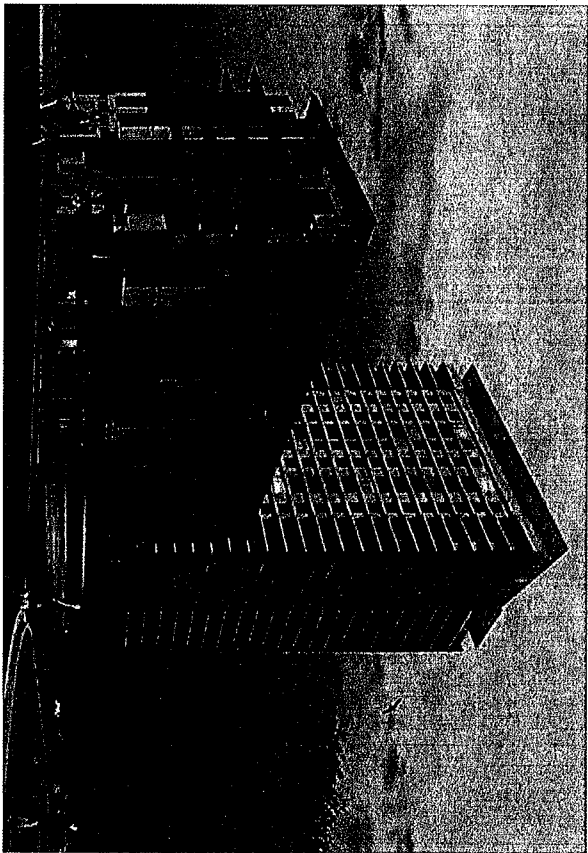
TRAVIS Corp Name

SITE CONTEXT

DATE: 1/11/11
SCALE: 1/8" = 1'-0"

T0.02

1000 14th Street Development, LLC



PYATOK
 1611 TELEGRAPH AVE SUITE 200
 OAKLAND, CA 94612
 510.465.7010 | 510.465.8575 |
 www.pyatok.com

AT&T Studios
 705 18th Street, Suite 300
 San Diego, CA 92101
 Phone: (619) 704-2700
 4000 | www.pyatok.com

LAKEHOUSE COMMONS
 E 12th Street and Lake Merritt Boulevard, Oakland CA

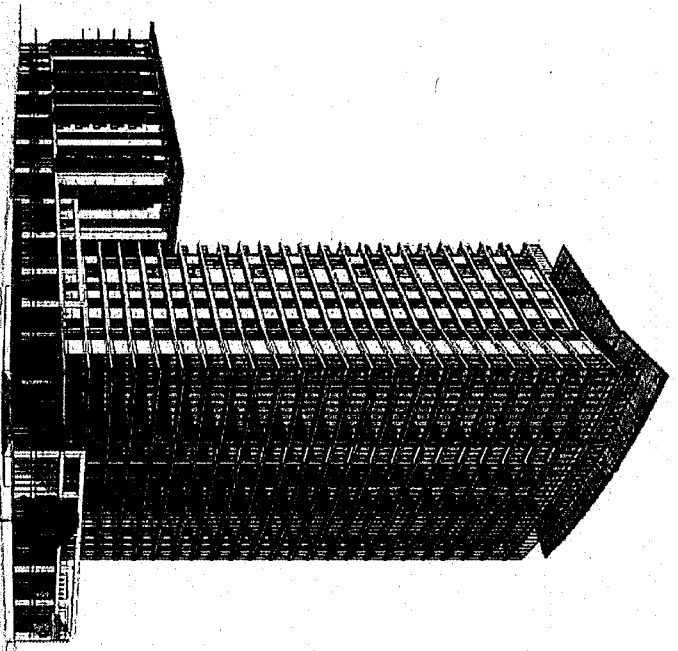
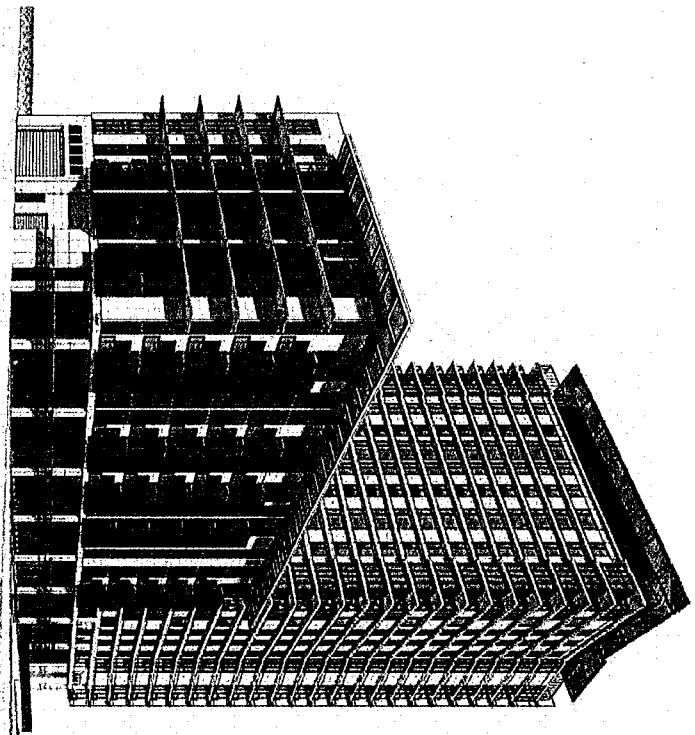
ORISKANY COMM DEVELOPMENT, LLC
 4000 Lakeside Avenue, Suite 313
 Oakland, CA 94612
 510.465.7010 | 510.465.8575
 2911 Lake St. | Chicago, Illinois

RENDERINGS

DATE: 10/27/17
SCALE: 1/8" = 1'-0"

T0.03

PRELIMINARY - NOT FOR CONSTRUCTION



PRATT
 811 TELEGRAPH AVENUE, SUITE 200
 OAKLAND, CA 94612
 510.452.7110 | 510.452.8371
 www.prattdc.com

ATRP Studios
 772 10th Street, Suite 200
 Oakland, CA 94612
 Phone | (510) 754-2700
 Web | www.atrpstudios.com

LAKEHOUSE COMMONS
 E 12th Street and Lake Merritt Boulevard, Oakland CA

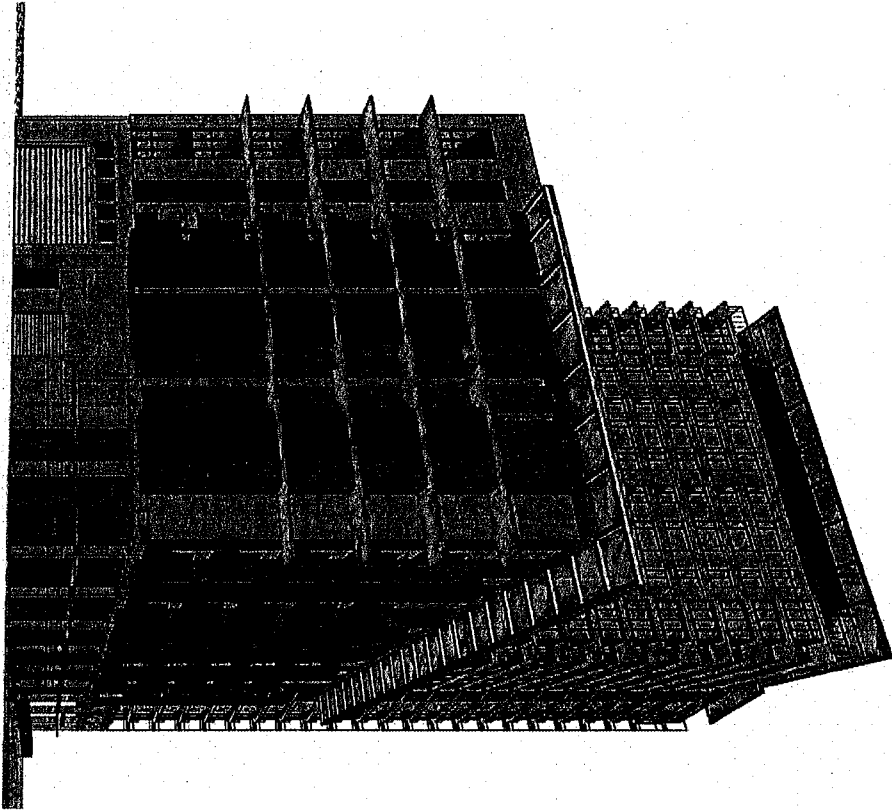
PRATT DESIGN GROUP, INC.
 1000 Broadway, Suite 111
 Oakland, CA 94612
 510.452.7110
 1012 14th Street, Suite 202
 Oakland, CA 94612

01/16/23 Design/Render

PERSPECTIVE VIEWS

JOHN KADERS 1/27
 SHREYAS 1/27
 SACHIN 1/27

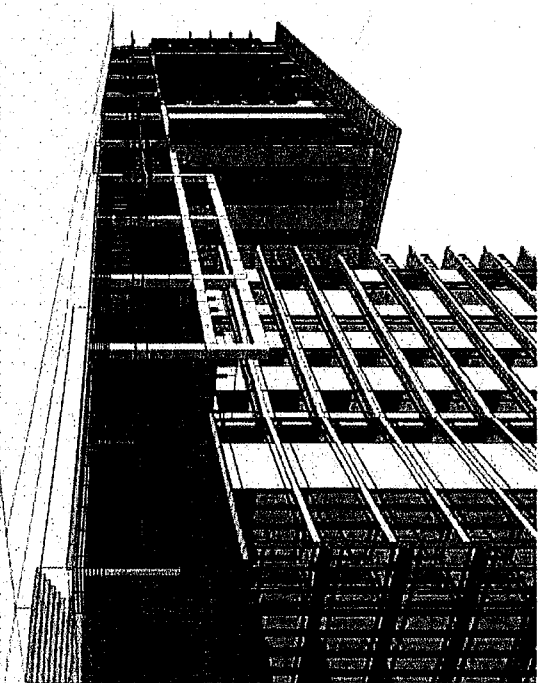
PRELIMINARY ARTWORK FOR CONSTRUCTION
10.05



Perspective View - East 12th St. and 2nd Ave. ①



Perspective View - Streetscape along E 12th St. ②



Perspective View - Streetscape along E 12th St. ③

PRATOK
 PRATOK ARCHITECTURE
 2001 BAYVIEW BLVD. SUITE 200
 OAKLAND, CA 94612
 510.851.7010 | 510.851.8971
www.pratok.com

ALP'S Studio
 723 16th Street, Suite 200
 San Diego, CA 92101
 619.591.1177
www.alpsstudio.com

LAKEHOUSE COMMONS
 E 12th Street and Lake Merritt Boulevard, Oakland CA

GENERAL CONTRACTOR: CHANG BANG, LLC
 10000 UNIVERSITY AVENUE, SUITE 100
 OAKLAND, CA 94617
 415.763.1111
 2015.03.23 Chang Bang

PERSPECTIVE VIEWS

DATE: 1/17/15
 SCALE: 1/8" = 1'-0"

T0.06

REVISION: ARCHITECT CONSTRUCTION

LAKEHOUSE COMMONS

E 12th Street and Lake Merritt Boulevard, Oakland CA

UNIVERSAL CONCRETE DEVELOPMENT, LLC
1000 17th Street, Suite 100
Oakland, CA 94612
Phone | (510) 434-2700
Web | www.patok.com

2015.04.13 Draft Review

GREENPOINT CHECKLIST - NORTH COMMONS

DATE: 04/13/15
SCALE: 1/8" = 1'-0"

T0.10

*REVISIONS: NONE COMPLETION:

2015.04.13 Draft Review

Item	Description	Location	Notes
1	Verify all structural elements are in place.	North Commons	
2	Check for proper alignment of walls and columns.	North Commons	
3	Ensure all openings are correctly sized and positioned.	North Commons	
4	Verify the placement of reinforcement bars.	North Commons	
5	Check for any signs of cracking or spalling.	North Commons	

2015.04.13 Draft Review

Item	Description	Location	Notes
6	Verify the placement of reinforcement bars.	North Commons	
7	Check for any signs of cracking or spalling.	North Commons	
8	Ensure all openings are correctly sized and positioned.	North Commons	
9	Check for proper alignment of walls and columns.	North Commons	
10	Verify all structural elements are in place.	North Commons	

2015.04.13 Draft Review

Item	Description	Location	Notes
11	Verify the placement of reinforcement bars.	North Commons	
12	Check for any signs of cracking or spalling.	North Commons	
13	Ensure all openings are correctly sized and positioned.	North Commons	
14	Check for proper alignment of walls and columns.	North Commons	
15	Verify all structural elements are in place.	North Commons	

2015.04.13 Draft Review

Item	Description	Location	Notes
16	Verify the placement of reinforcement bars.	North Commons	
17	Check for any signs of cracking or spalling.	North Commons	
18	Ensure all openings are correctly sized and positioned.	North Commons	
19	Check for proper alignment of walls and columns.	North Commons	
20	Verify all structural elements are in place.	North Commons	

2015.04.13 Draft Review

Item	Description	Location	Notes
21	Verify the placement of reinforcement bars.	North Commons	
22	Check for any signs of cracking or spalling.	North Commons	
23	Ensure all openings are correctly sized and positioned.	North Commons	
24	Check for proper alignment of walls and columns.	North Commons	
25	Verify all structural elements are in place.	North Commons	

2015.04.13 Draft Review

Item	Description	Location	Notes
26	Verify the placement of reinforcement bars.	North Commons	
27	Check for any signs of cracking or spalling.	North Commons	
28	Ensure all openings are correctly sized and positioned.	North Commons	
29	Check for proper alignment of walls and columns.	North Commons	
30	Verify all structural elements are in place.	North Commons	



Table with multiple columns and rows of data, likely a schedule or project overview.

Table with multiple columns and rows of data, likely a schedule or project overview.

Table with multiple columns and rows of data, likely a schedule or project overview.

Table with multiple columns and rows of data, likely a schedule or project overview.

Table with multiple columns and rows of data, likely a schedule or project overview.

Table with multiple columns and rows of data, likely a schedule or project overview.

LAKEHOUSE COMMONS

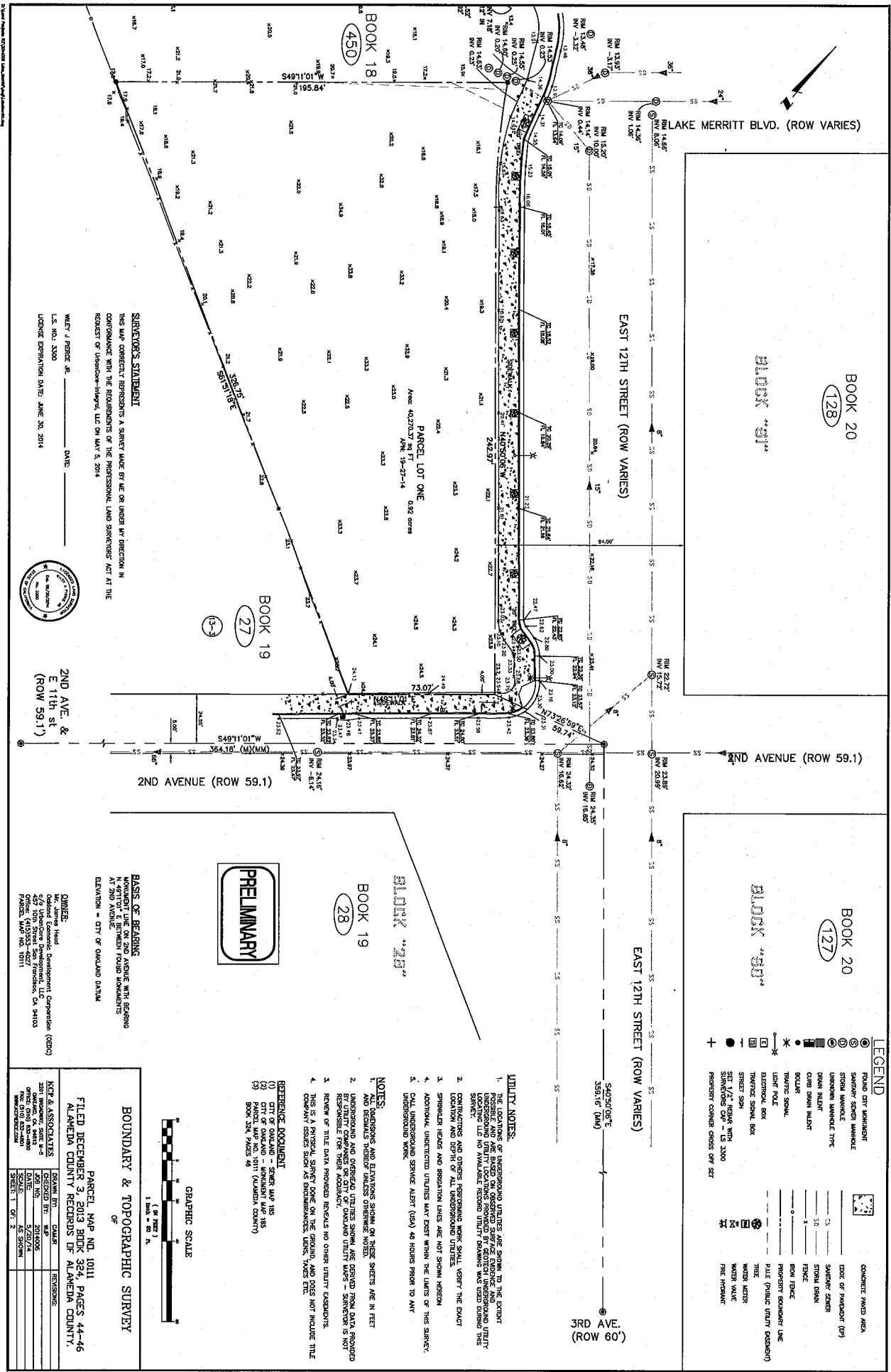
E 12th Street and Lake Merritt Boulevard, Oakland CA

UNIVERSAL CONCRETE DEVELOPMENT, LLC
1000 Lakeside Blvd., Suite 110
Oakland, CA 94612
Tel: 510.467.5101
Fax: 510.467.5102
www.patok.com

GREENPOINT
CHECKLIST - SOUTH
COMMONS

FOR PLANNERS
DATE: _____
SCALE: _____

T0.11



SURVEYOR'S STATEMENT
 THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS ACT AT THE REQUEST OF UrbanCorp-Indevco, LLC ON MAY 4, 2014.

WILEY J. PERCE, JR., DATE _____
 L.S. NO. 3300
 LICENSE EXPIRATION DATE: JUNE 30, 2014



2ND AVE. & E 11th ST (ROW 59.1)

2ND AVENUE (ROW 59.1)

EAST 12TH STREET (ROW VARIES)

EAST 12TH STREET (ROW VARIES)

2ND AVENUE (ROW 59.1)

3RD AVE. (ROW 60')



BOOK 19 (28)

BOOK 19 (27)

BOOK 20 (128)

BOOK 20 (127)

BLOCK 91

BLOCK 80

LEGEND

Symbol	ROUND CITY EQUIPMENT	Symbol	CONCRETE PAVED AREA
Symbol	STREET MARK	Symbol	EDGE OF PAVEMENT (E)
Symbol	UNKNOWN MANHOLE TYPE	Symbol	SAWTOOTH SIGN
Symbol	OPEN MANHOLE	Symbol	STORM DRAIN
Symbol	CLOSE MANHOLE	Symbol	ROCK FENCE
Symbol	BOLLARD	Symbol	PROPERTY BOUNDARY LINE
Symbol	TRIMMED SIGNAL	Symbol	PAVE (PUBLIC UTILITY EXHIBITION)
Symbol	LIGHT POLE	Symbol	WATER METERS
Symbol	ELECTRICAL BOX	Symbol	WATER VALVE
Symbol	TRAP/RECEIPT BOX	Symbol	PIPE MANHOLE
Symbol	STREET SIGN		
Symbol	SET 1/2" REBAR WITH SURVEYORS CAP - 15 3300		
Symbol	PROPERTY CORNER CROSS OFF SET		

UTILITY NOTES:

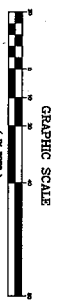
1. THE LOCATIONS OF UNDERGROUND UTILITIES ARE SHOWN TO THE EXTENT UNDERSTANDING UTILITY LOCATIONS PROVIDED BY LOCATED UNDERGROUND UTILITY SURVEYING (L.U.S.) HAS AVAILABLE RECORD UTILITY DRAWINGS AND SHOWN DOWN THIS STREET.
2. CONTRACTORS AND OTHERS PERFORMING WORK SHALL VERIFY THE EXACT LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES.
3. SPRINKLER HEADS AND PREVALATION LINES ARE NOT SHOWN HEREON.
4. ADDITIONAL UNDETECTED UTILITIES MAY EXIST WITHIN THE LIMITS OF THIS SURVEY.
5. CALL UNDERGROUND SERVICE ALERT (USA) 48 HOURS PRIOR TO ANY UNDERGROUND WORK.

NOTES:

1. ALL DIMENSIONS AND ELEVATIONS SHOWN ON THESE SHEETS ARE IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE NOTED.
2. HORIZONTAL AND VERTICAL CURVES SHOWN ARE DERIVED FROM DATA PROVIDED BY THE CLIENT AND THE SURVEYOR HAS NOT CONDUCTED FIELD VERIFICATION THEREOF. THE SURVEYOR IS NOT RESPONSIBLE FOR THEIR ACCURACY.
3. REVIEW OF TITLE DATA PROVIDED REVEALS NO OTHER UTILITY EVIDENCES.
4. THIS IS A PHYSICAL SURVEY DONE ON THE GROUND, AND DOES NOT INCLUDE TITLE COMPANY ISSUES SUCH AS ENCUMBRANCES, EASES, TAXES ETC.

REFERENCE DOCUMENT

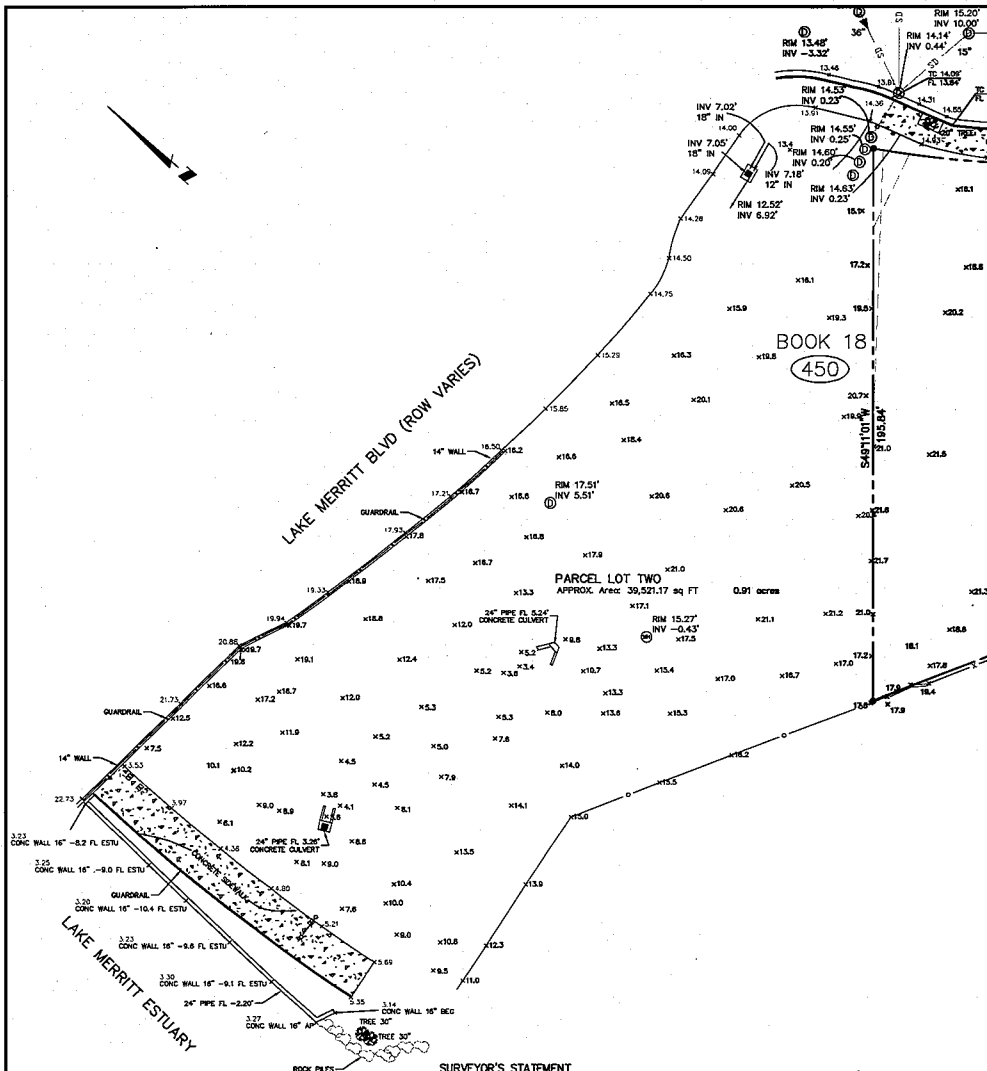
- 1. CITY OF OAKLAND - SURVEY MAP 118
- 2. PARCEL MAP NO. 10111 (ALAMEDA COUNTY)
- 3. BOOK 324, PAGES 46



BOUNDARY & TOPOGRAPHIC SURVEY

PARCEL MAP NO. 10111
 FILED DECEMBER 3, 2013 BOOK 324, PAGES 44-46
 ALAMEDA COUNTY RECORDS OF ALAMEDA COUNTY.

OWNER:	UrbanCorp-Indevco, LLC
DATE:	5/20/14
SCALE:	AS SHOWN
SHEETS:	OF 2



LEGEND

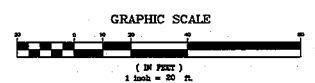
	FOUND CITY MONUMENT		CONCRETE PAVED AREA
	SANITARY SEWER MANHOLE		EDGE OF PAVEMENT (EP)
	STORM MANHOLE		SANITARY SEWER
	UNKNOWN MANHOLE TYPE		STORM DRAIN
	DRAIN INLET		FENCE
	CURB DRAIN INLET		IRON FENCE
	BOLLARD		PROPERTY BOUNDARY LINE
	TRAFFIC SIGNAL		EASEMENT
	LIGHT POLE		TREE
	ELECTRICAL BOX		WATER METER
	TRAFFIC SIGNAL BOX		WATER VALVE
	STREET SIGN		FIRE HYDRANT
	SET 1/2" REBAR WITH SURVEYORS CAP - LS 3300		
	PROPERTY CORNER CROSS OFF SET		

- UTILITY NOTES:**
1. THE LOCATIONS OF UNDERGROUND UTILITIES ARE SHOWN TO THE EXTENT POSSIBLE AND ARE BASED ON OBSERVED SURFACE EVIDENCE AND UNDERGROUND UTILITY LOCATIONS PROVIDED BY GEOTECH UNDERGROUND UTILITY LOCATING LLC. NO AVAILABLE RECORD UTILITY DRAWING WAS USED DURING THIS SURVEY.
 2. CONTRACTORS AND OTHERS PERFORMING WORK SHALL VERIFY THE EXACT LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES.
 3. SPRINKLER HEADS AND IRRIGATION LINES ARE NOT SHOWN HEREON.
 4. ADDITIONAL UNDETECTED UTILITIES MAY EXIST WITHIN THE LIMITS OF THIS SURVEY.
 5. CALL UNDERGROUND SERVICE ALERT (USA) 48 HOURS PRIOR TO ANY UNDERGROUND WORK.

- NOTES:**
1. ALL DIMENSIONS AND ELEVATIONS SHOWN ON THESE SHEETS ARE IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE NOTED.
 2. UNDERGROUND AND OVERHEAD UTILITIES SHOWN ARE DERIVED FROM DATA PROVIDED BY UTILITY COMPANIES OR CITY OF OAKLAND UTILITY MAPS - SURVEYOR IS NOT RESPONSIBLE FOR THEIR ACCURACY.
 3. REVIEW OF TITLE DATA PROVIDED REVEALS NO OTHER UTILITY EASEMENTS.
 4. THIS IS A PHYSICAL SURVEY DONE ON THE GROUND, AND DOES NOT INCLUDE TITLE COMPANY ISSUES SUCH AS ENCUMBRANCES, LIENS, TAXES ETC.

- REFERENCE DOCUMENT**
- (1) CITY OF OAKLAND - SEWER MAP 185
 - (2) CITY OF OAKLAND - MONUMENT MAP 185
 - (3) PARCEL MAP NO. 10111 (ALAMEDA COUNTY) BOOK 324, PAGES 46

PRELIMINARY



BASIS OF BEARING
 MONUMENT LINE ON 2ND AVENUE WITH BEARING N 49°11'01" E BETWEEN FOUND MONUMENTS AT 2ND AVENUE.
 ELEVATION = CITY OF OAKLAND DATUM

OWNER:
 Mr. James Head
 Oakland Economic Development Corporation (OEDC)
 c/o UrbanCore Development, LLC
 457 10th Street San Francisco, CA 94103
 Office: (415)553-4027
 PARCEL MAP NO. 10111

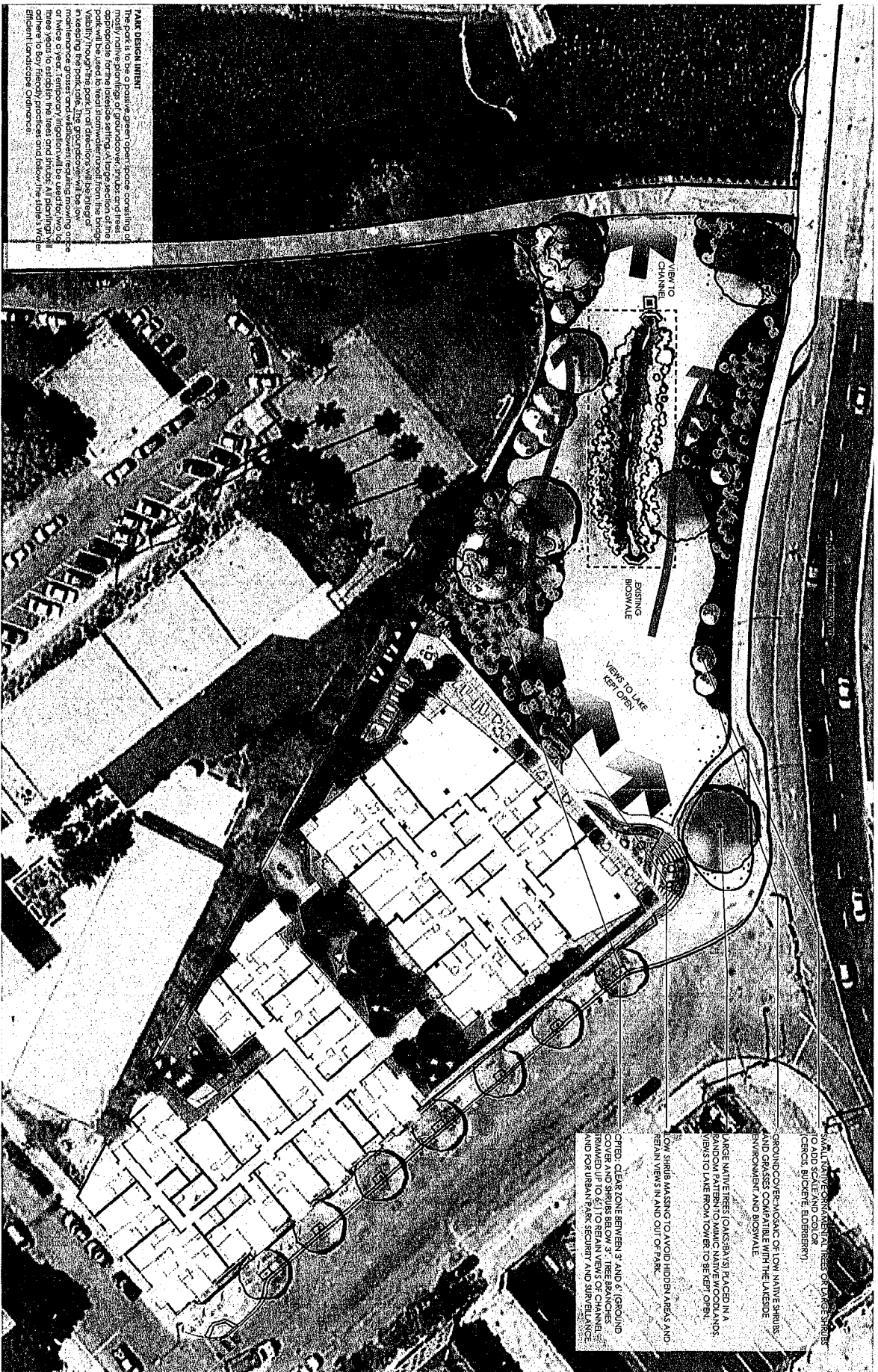
SURVEYOR'S STATEMENT
 THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS' ACT AT THE REQUEST OF UrbanCore-Integral, LLC ON MAY 5, 2014

WILEY J PIERCE JR. _____ DATE: _____
 L.S. NO.: 3300
 LICENSE EXPIRATION DATE: JUNE 30, 2014



BOUNDARY & TOPOGRAPHIC SURVEY
 OF
 PARCEL MAP NO. 10111
 FILED DECEMBER 3, 2013 BOOK 324, PAGES 44-46
 ALAMEDA COUNTY RECORDS OF ALAMEDA COUNTY.

KCP & ASSOCIATES	DRAWN BY:	CMJR	REVISIONS:
2201 BRIDGING SUITE 8-4 OAKLAND, CA 94612 OFFICE: (510) 832-4600 FAX: (510) 832-4601 WWW.KCPPIERCE.COM	CHECKED BY:	WJP	
	JOB NO.:	2014005	
	DATE:	5/20/14	
	SCALE:	AS SHOWN	
	SHEET:	2 OF 2	



PARK DESIGN INTENT
 The park is to be a positive, green open space consisting of mostly native plantings of groundcover, shrubs and trees. The park will be used as a local stormwater runoff from the bridge. Visibility throughout the park in all directions will be kept. In keeping the park park, the groundcover will be low maintenance grass and wildflowers, requiring mowing of the area. The groundcover will be kept low and will be able to be used to establish low and shrubs. All design will adhere to Bay friendly practices and follow the state's water Efficient Landscape Ordinance.

SMALL NATIVE ORNAMENTAL TREES OR LARGE SHRUBS (CORNUS SUCCIFERA, EDBERRY).
 GROUND COVER: MOSAIC OF LOW NATIVE SHRUBS AND GRASSES COMPATIBLE WITH THE LAKESIDE BIOWALLS AND BIOWALLS.
 LARGE NATIVE TREES (OAKS, SALS) PLACED IN A RANDOM PATTERN TO MAINTAIN NATIVE WOODLANDS. TREES TO PLANT FROM (HERE TO BE KEPT) OTHER.
 LOW SHRUBS MASSING TO AVOID HIDDEN AREAS AND MAINTAIN VIEWS IN AND OUT OF PARK.
 CUTTED: CLEAR ZONE BETWEEN 3' AND 6' (GROUND COVER AND SHRUBS BELOW 3' TREE BRANCHES. MAINTAIN 6' CLEAR ZONE BETWEEN 3' TREE BRANCHES AND LOW SHRUBS). MAINTAIN AND CUT OFF SHRUBS.

DATE: 09/08
 SCALE: 1/8"=1'-0"
 DRAWN BY: P
 CHECKED BY: P

LANDSCAPE PLAN
 SITE

PROJECT: LAKEHOUSE COMMONS, LLC
 1811 TELEGRAPH AVENUE, SUITE 200
 OAKLAND, CA 94612
 510.468.7110
 2018.10.15
 2018.10.15
 2018.10.15

LAKEHOUSE COMMONS

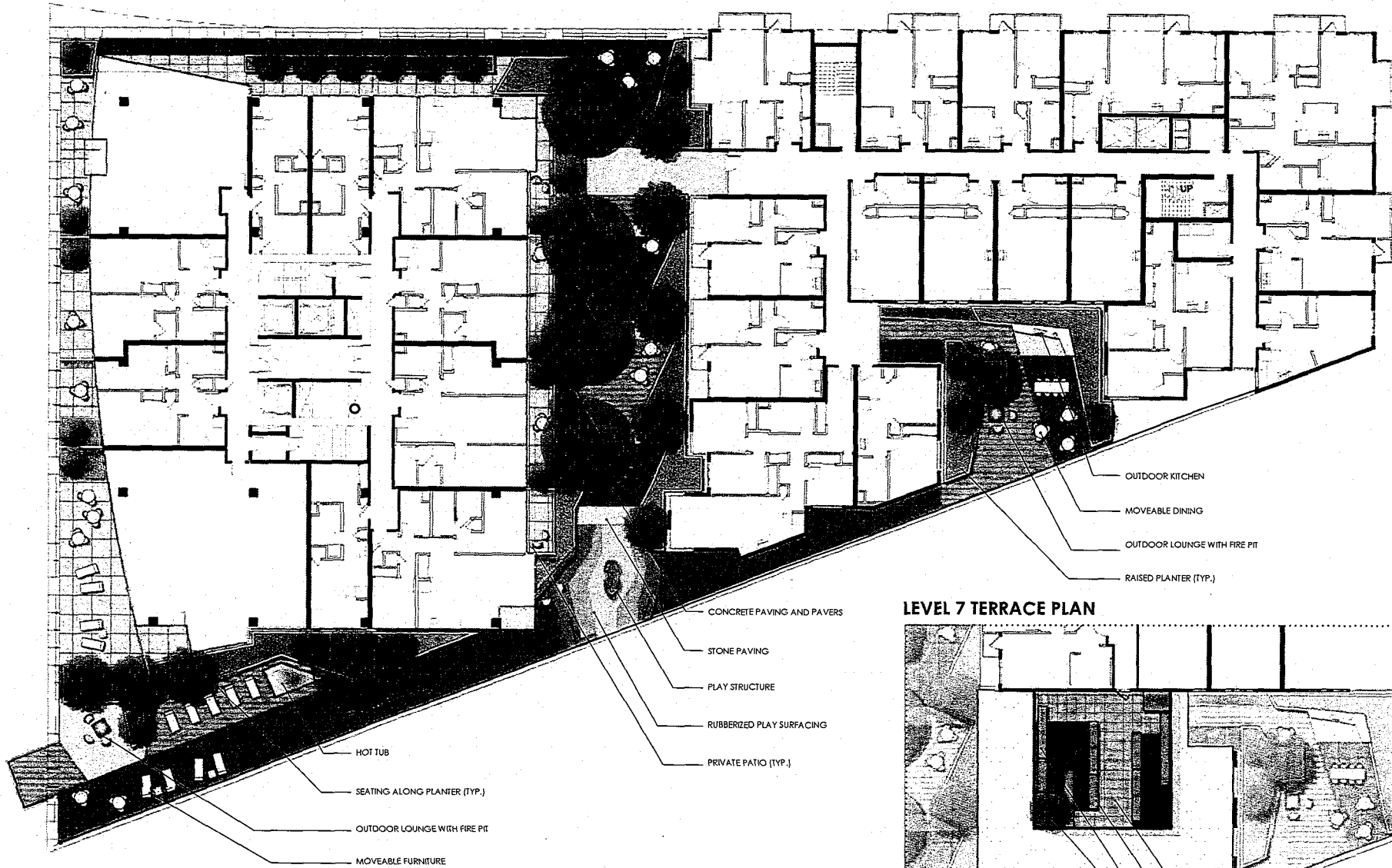
E 12th Street and Lake Merritt Boulevard, Oakland CA

AVP Studio
 703 16th Street, Suite 200
 San Diego, CA 92103
 (619) 281-2100
 www.avpstudio.com

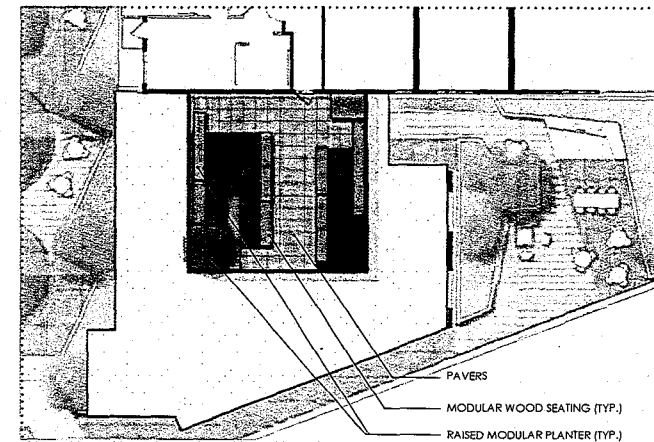
PAATOK
 1811 TELEGRAPH AVENUE SUITE 200
 OAKLAND, CA 94612
 510.468.7110 / 510.468.6575
 www.paatok.com

10.01

LAKE MERRITT TOWERS // LEVEL 3 PODIUM PLAN



LEVEL 7 TERRACE PLAN



PVATOK
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OAKLAND, CA 94612

510.465.7010 p | 510.465.8575 f
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San Diego, CA 92101
Phone | (619) 704-2700
Web | www.avrstudios.com

PGA design

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E 12th Street and Lake Merritt Boulevard, Oakland CA

LANDSCAPE DEVELOPMENT, LLC
400 Piedmont Avenue, Suite 215
Oakland, CA 94611
East Bay Urban Local Development Co.
125 San Pablo Ave. - Suite 205
Oakland, CA 94612

2016.04.15 Design Review/PreView Set
2016.04.29 Design Review

LANDSCAPE-PLAN
PODIUM

JOB NUMBER: 49818
DATE: 7/16/16
SCALE: 1/8" = 1'-0"

PRELIMINARY - NOT FOR CONSTRUCTION

L0.02

PODIUM PALETTE

AMENITIES



GROUP LOUNGE AREA WITH FIRE PIT



HOT TUB



OUTDOOR KITCHEN



PLAY STRUCTURE

SHADE TREES



RED MAPLE
ACER RUBRUM



CRAPE MYRTLE
LAGERSTROEMIA INDICA

SITE FURNISHINGS



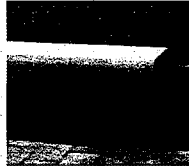
MOVEABLE FURNITURE



MOVEABLE DINING

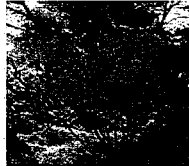


OUTDOOR DINING TABLE



SEATING ALONG PLANTER

SMALL FLOWERING TREES



WESTERN REDBUD
CERCIS OCCIDENTALIS



STRAWBERRY TREE
ARBUTUS 'MARINA'



PINEAPPLE GUAVA
FEUJA SELLOWIANA

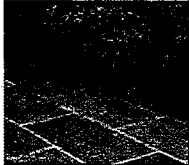
PAVING MATERIALS



WOOD DECKING

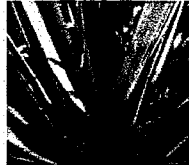


COLORLED AND TEXTURED
CONCRETE TOPPING SLAB

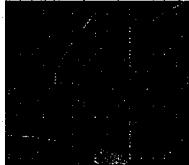


NATURAL STONE PAVERS

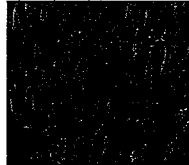
TALL PLANTING



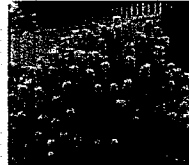
NEW ZEALAND FLAX
PHORMIUM TENAX



FOX TAIL AGAVE
AGAVE ATTENUATA



BLUE FINGER
SENECIO MANDRALISCAE



MEDITERRANEAN SPURGE
EUPHORBIA CHARACIAS



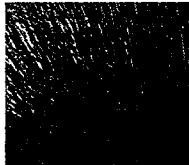
KANGAROO PAW
ANIGOZANTHOS

STORMWATER TREATMENT & PLANTING



BIOREMEDIATION FLOW THROUGH
PLANTER

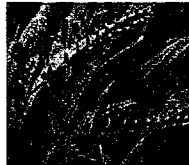
GROUND COVER



CAPE RUSH
CHONDROPETALUM TECTORUM



DUNE SEDGE
CAREX PANSA



CROCOSMIA 'LUCIFER'

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P.O. Box 411111

LAKEHOUSE COMMONS
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4095 Piedmont Avenue, Suite 313
Oakland, CA 94611
East Bay Urban Local Development Co.
1325 San Pablo Ave., Suite 200
Oakland, CA 94612

2/16/14.13 Design Review Preparer Set
2/16/14.20 Design Review

LANDSCAPE
PODIUM MATERIALS

JOB NUMBER:
DATE: 4/29/14
SCALE: NTS

PRELIMINARY - NOT FOR CONSTRUCTION

L0.03

INITIAL PLANTING LIST FOR LAKE MERRITT TOWERS PARK

LARGE TREES



COAST LIVE OAK
QUERCUS AGRIFOLIA



VALLEY OAK
QUERCUS LOBATA

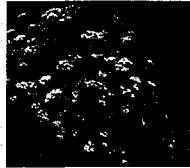
FLOWERING TREES



WESTERN REDBUD
CERCIS OCCIDENTALIS

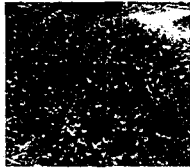


CALIFORNIA BUCKEYE
AESCULUS CALIFORNICUS



CALIFORNIA ELDERBERRY
SAMBUCUS MEXICANA

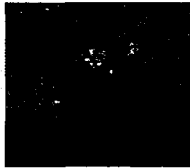
SHRUBS



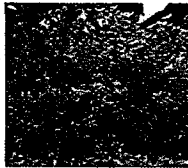
ARCTOSTAPHYLOS HOOKERI
WAYSIDE



CEANOTHUS GLORIOSUS
POINT REYES



ROSA CALIFORNICUS
CALIFORNIA WILD ROSE

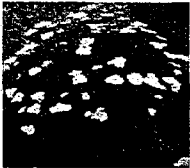


ZAUSCHNERIA CALIFORNICA
CALIFORNIA FUCHSIA

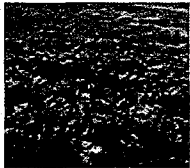
GROUND COVER



JUNCUS PATENS
CAREX PANSA



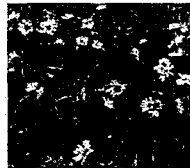
ACHILLEA MILLEFOLIUM
GOLDEN YARROW



ESCHSCHOLZIA CALIFORNICA
CALIFORNIA POPPY



IRIS DOUGLASIANA
DOUGLAS IRIS



WYETHIA ANGUSTIFOLIA
MULES EARS

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4300 Piedmont Avenue, Suite 313
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East Bay Action Land Development Co.
1825 San Pablo Ave., Suite 205
Oakland, CA 94612

2016.04.15 Design Review Permit Set
2016.04.20 Design Review

LANDSCAPE
PARK MATERIALS

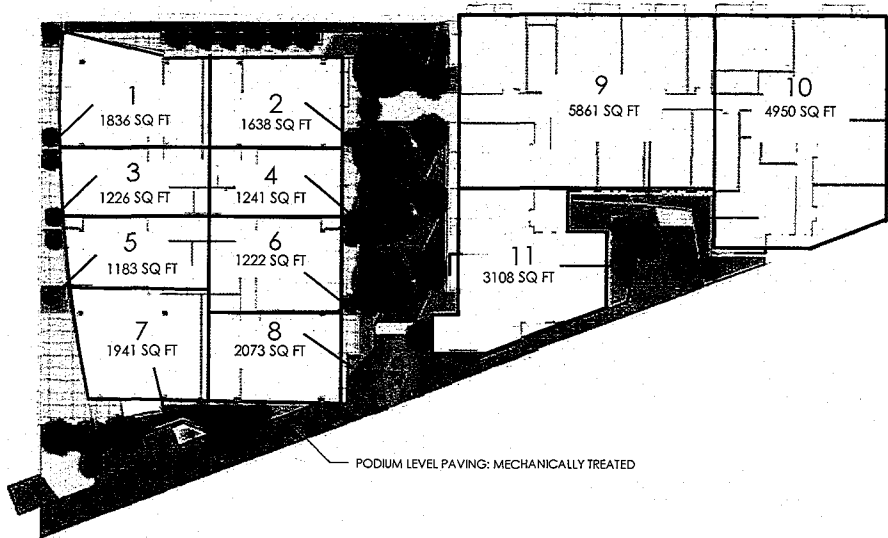
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DATE: NTS
SCALE: NTS

PRELIMINARY - NOT FOR CONSTRUCTION

L0.04

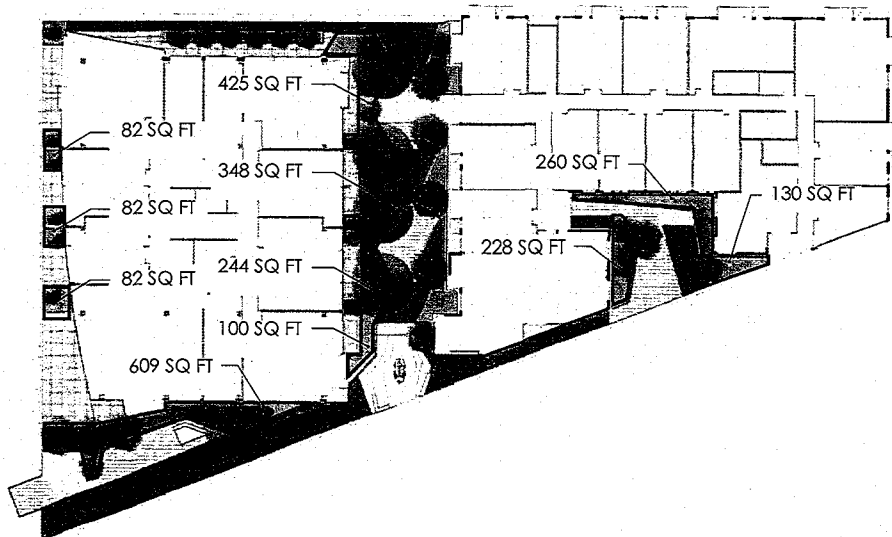
LAKE MERRITT TOWERS // STORMWATE CALCULATIONS

DRAINAGE MANAGEMENT AREAS



DRAINAGE MANAGEMENT AREA	TOTAL SURFACE AREA (SF)	TOTAL LANDSCAPING (SELF-TREATING) (SF)	TOTAL IMPERVIOUS SURFACES (SF)	TREATMENT AREA REQUIRED (SF)
AREA 1	1836	82	1836	73
AREA 2	1638	425	1638	66
AREA 3	1226	82	1226	49
AREA 4	1241	348	1241	49
AREA 5	1183	82	1183	47
AREA 6	1222	244	1222	49
AREA 7	1941	609	1941	78
AREA 8	2073	100	2073	83
AREA 9	5861	260	5861	234
AREA 10	4950	130	4950	198
AREA 11	3108	228	3108	124
PODIUM PAVING (MECHANICALLY TREATED)	7911			
		TOTAL	26279	1050

TREATMENT AREAS

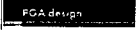


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Phone | (619) 704-2700
Web | www.avrpstudios.com



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URBAN CORP DEVELOPMENT, LLC
4200 Piedmont Avenue, Suite 313
Oakland, CA 94611

East Bay Asian Local Development Co.
1725 San Pablo Ave., Suite 200
Oakland, CA 94612

2016.04.15 Design Review Process Set
2016.04.29 Design Review

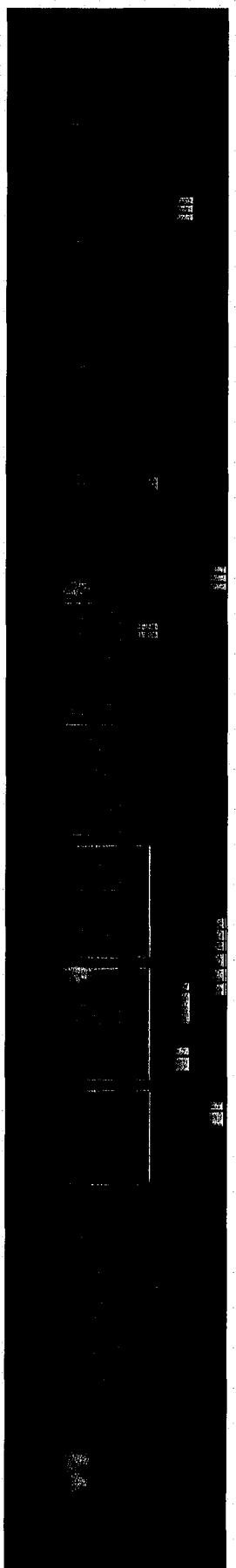
LANDSCAPE
STORMWATER
CALCULATIONS

JOB NUMBER:
DATE: 4/29/16
SCALE: NTS

-PRELIMINARY - NOT FOR CONSTRUCTION-

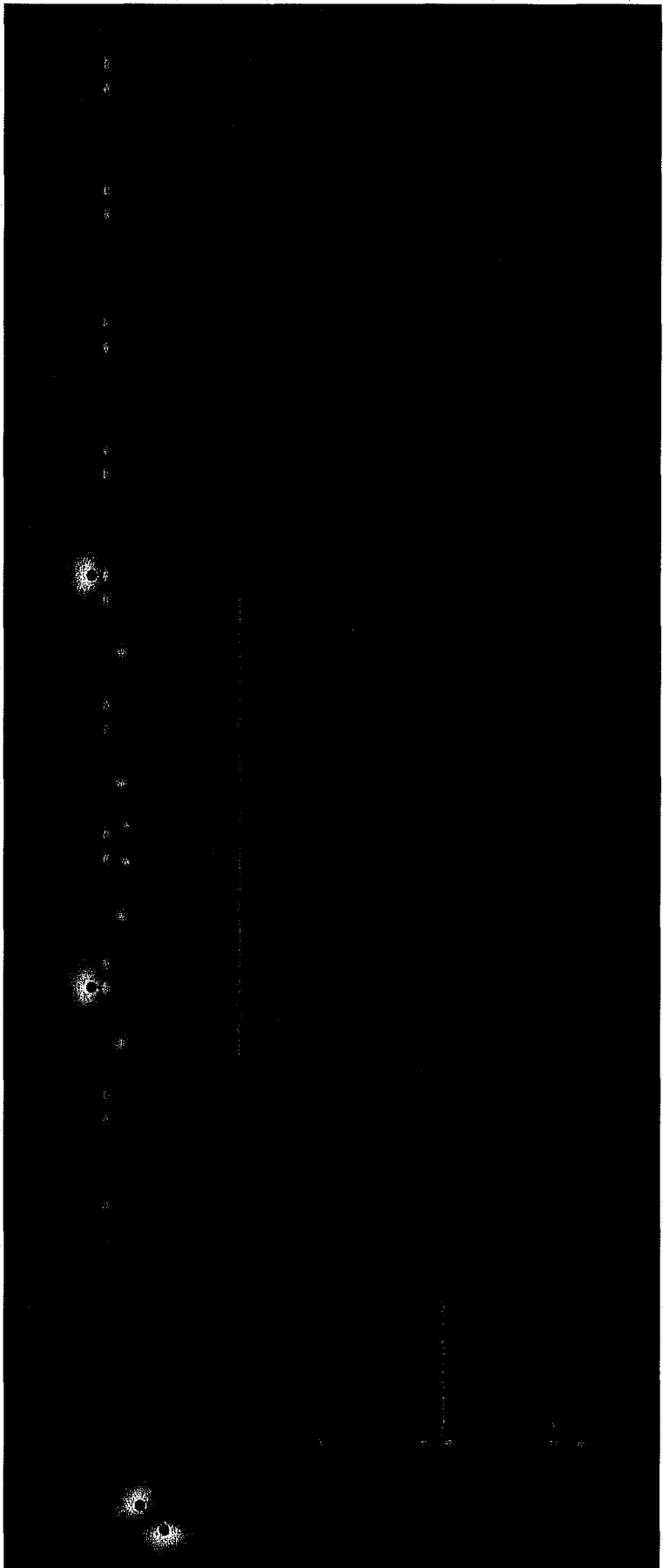
L0.05

12TH STREET ENLARGED ELEVATION - WEST



2 12TH STREET ENLARGED ELEVATION - WEST
SCALE = 3/32\"/>

BUILDING PLAN - LEVEL 1



1 BUILDING PLAN - LEVEL 1
SCALE = 3/32\"/>

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San Diego, CA 92101
Phone: (619) 704-2700
Web: www.pyatostudio.com

LAKEHOUSE COMMONS
E 12th Street and Lake Merritt Boulevard, Oakland CA

LEAD ARCHITECT: JENNIFER WINTER, AIA
LEAD DESIGNER: JENNIFER WINTER, AIA
DESIGNER: JENNIFER WINTER, AIA
DATE: 08/11/11
SCALE: 3/32\"/>

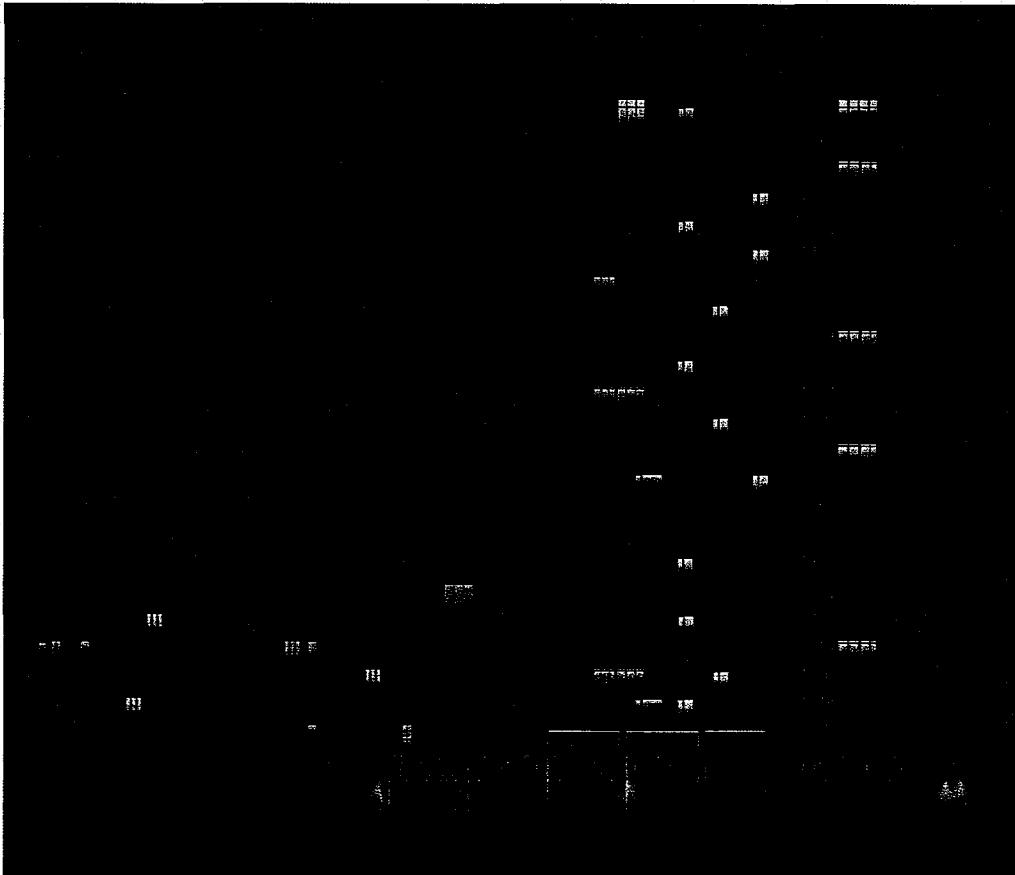
ILLUMINOSA
LIGHTING CONCEPT
DESIGN

DATE: 08/11/11
SCALE: 3/32\"/>

AL.01



2 Perspective View - East 12th St and Lake Merritt Blvd



1 12TH STREET ELEVATION - WEST
 1" = 20'-0"

LAKEHOUSE COMMONS
 E 12th Street and Lake Merritt Boulevard, Oakland CA

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 4200 Piedmont Avenue, Suite 310
 Oakland, CA 94611
 East Bay Urban Local Development Co.
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 Oakland, CA 94612

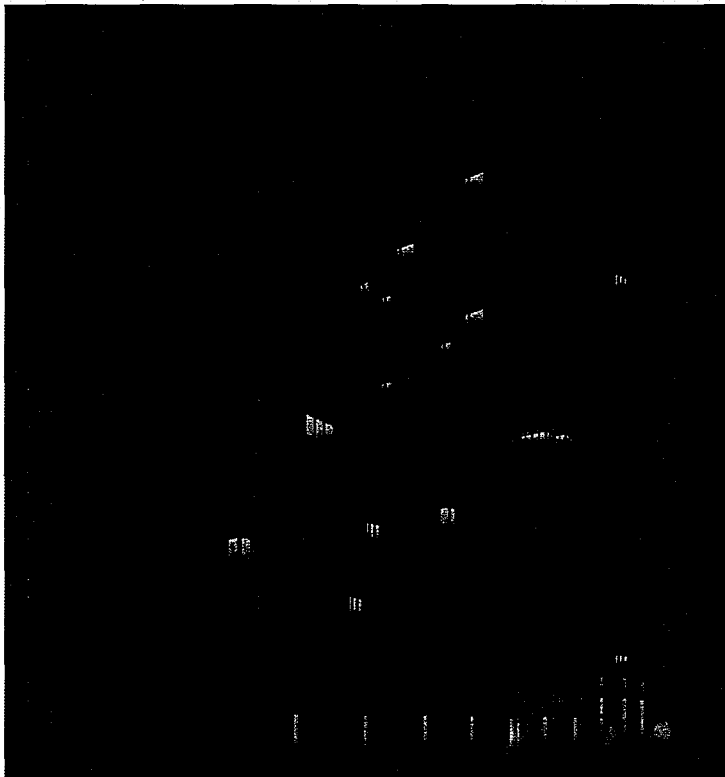
2016.04.20 Design Review

ILLUMINOSA
 LIGHTING CONCEPT
 DESIGN

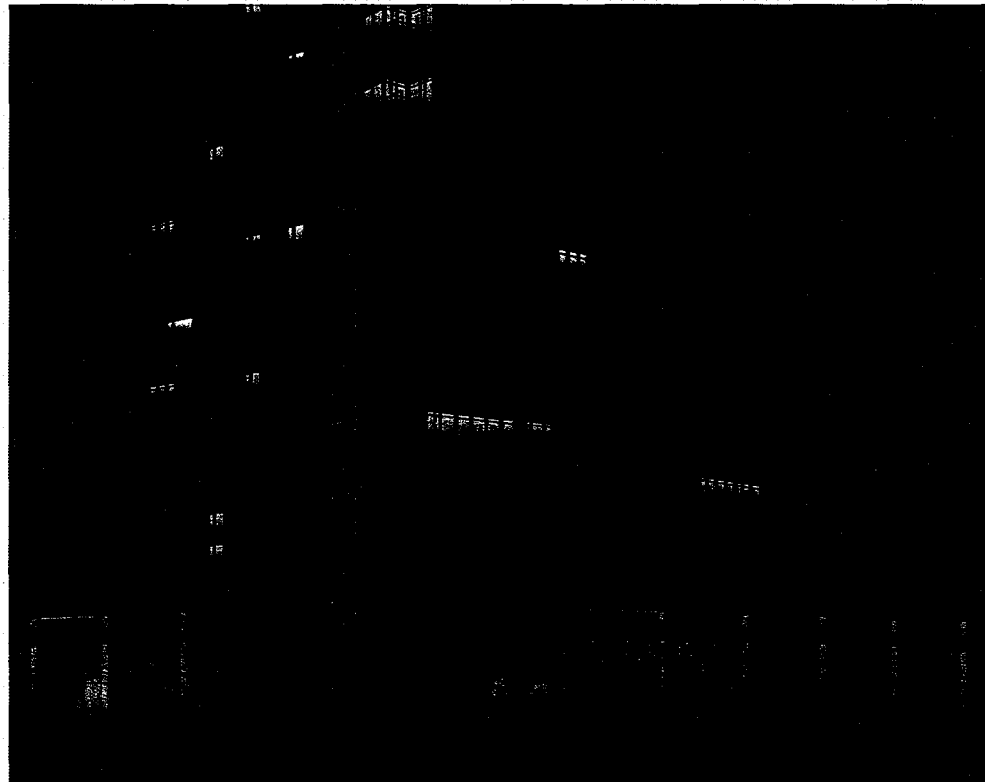
JOB NUMBER: 101
 DATE: Issue Date
 SCALE: As Indicated

- PRELIMINARY - NOT FOR CONSTRUCTION -

AL.02



2 Perspective View - East 12th St



1 Perspective View - Streetscape along E 12th St

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URBAN CORE DEVELOPMENT, LLC
 4000 Pinpoint Avenue, Suite 212
 Oakland, CA 94611
 East Bay Asian Local Development Co.
 1825 San Pablo Ave., Suite 200
 Oakland, CA 94612

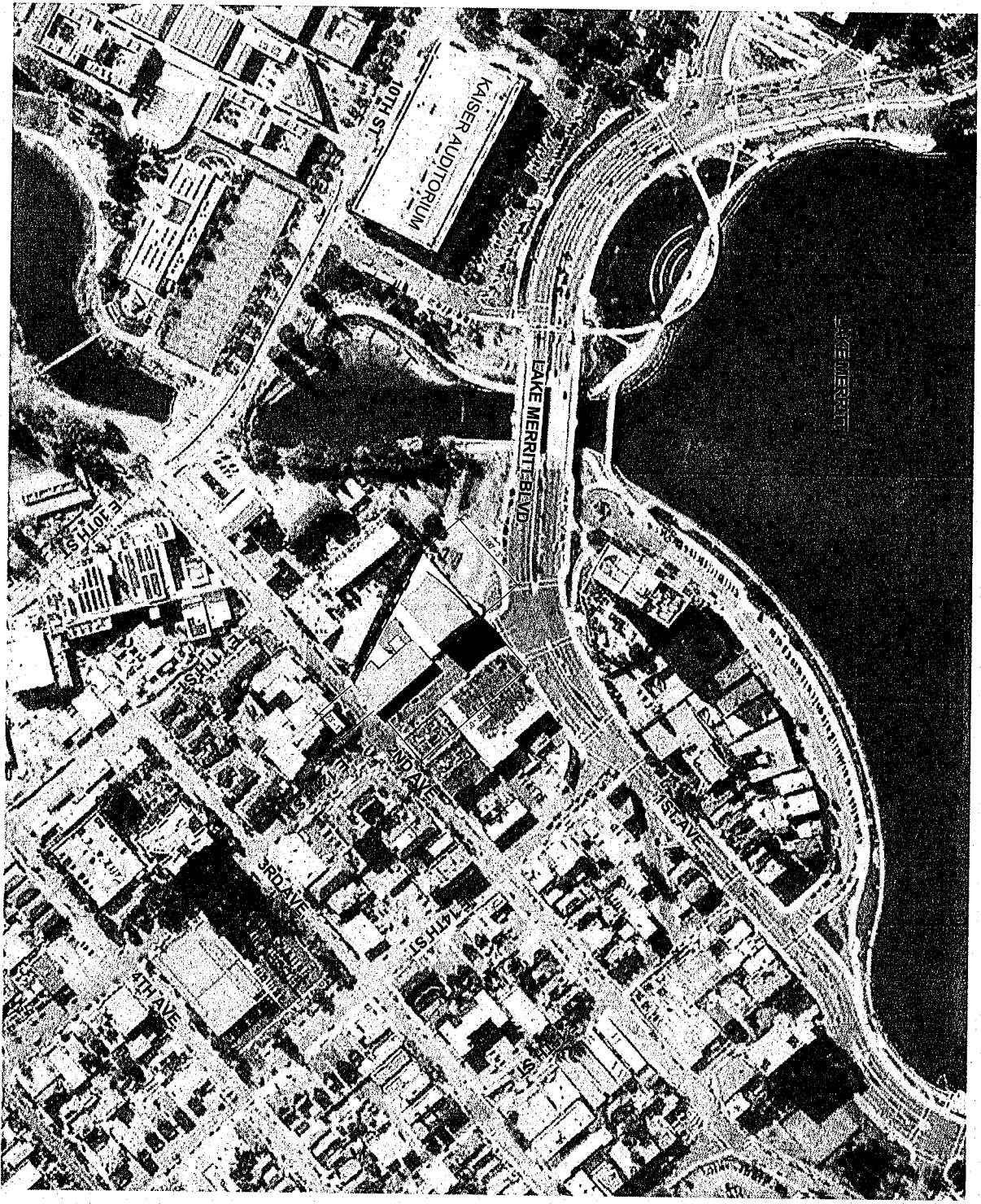
2016.04.29 Design Review

ILLUMINOSA
 LIGHTING CONCEPT
 DESIGN

JOB NUMBER: 1607
 DATE: Issue Date
 SCALE: As Indicated

PRELIMINARY - NOT FOR CONSTRUCTION

AL.03



N ⊗ N ⊕
 TRUE PROJECT
 NORTH NORTH

SITE PLAN 1
 1" = 100'

A1.00

PRELIMINARY - AUTHOR'S CONSTRUCTION

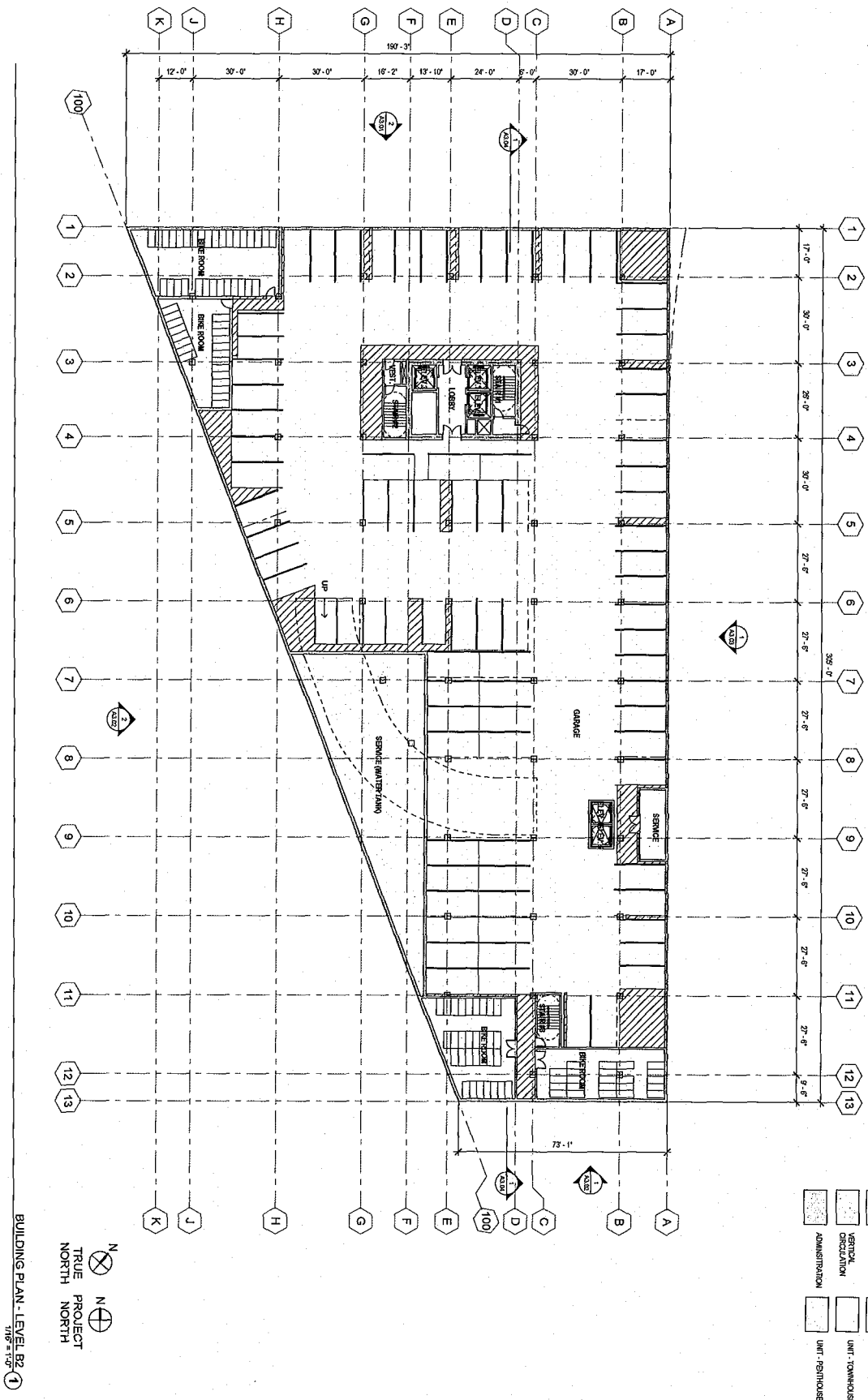
DATE:	1887
SCALE:	As Shown
DATE:	1" = 100'

SITE PLAN

PREPARED BY: **PTATOK**
 1511 TELEGRAPH AVENUE, SUITE 200
 OAKLAND, CA 94612
 510.462.7910 | 510.462.8571
 www.ptatok.com

LAKEHOUSE COMMONS
 E 12th Street and Lake Merritt Boulevard, Oakland CA

AMP Studio
 703 18th Street, Suite 200
 Oakland, CA 94612
 Phone: (510) 764-2700
 Web: www.ampstudio.com



ROOM LEGEND

[Pattern]	PARKING	[Pattern]	ROOF DECK
[Pattern]	RETAIL	[Pattern]	UNIT - STUDIO
[Pattern]	SERVICE	[Pattern]	UNIT - 1-BEDROOM
[Pattern]	UTILITY	[Pattern]	UNIT - 2-BEDROOM
[Pattern]	AMENITIES	[Pattern]	UNIT - 2-BEDROOM
[Pattern]	LOBBIES AND CORRIDORS	[Pattern]	UNIT 3-BEDROOM
[Pattern]	VERTICAL CIRCULATION	[Pattern]	UNIT - TOWNHOUSE
[Pattern]	ADMINISTRATION	[Pattern]	UNIT - TOWNHOUSE

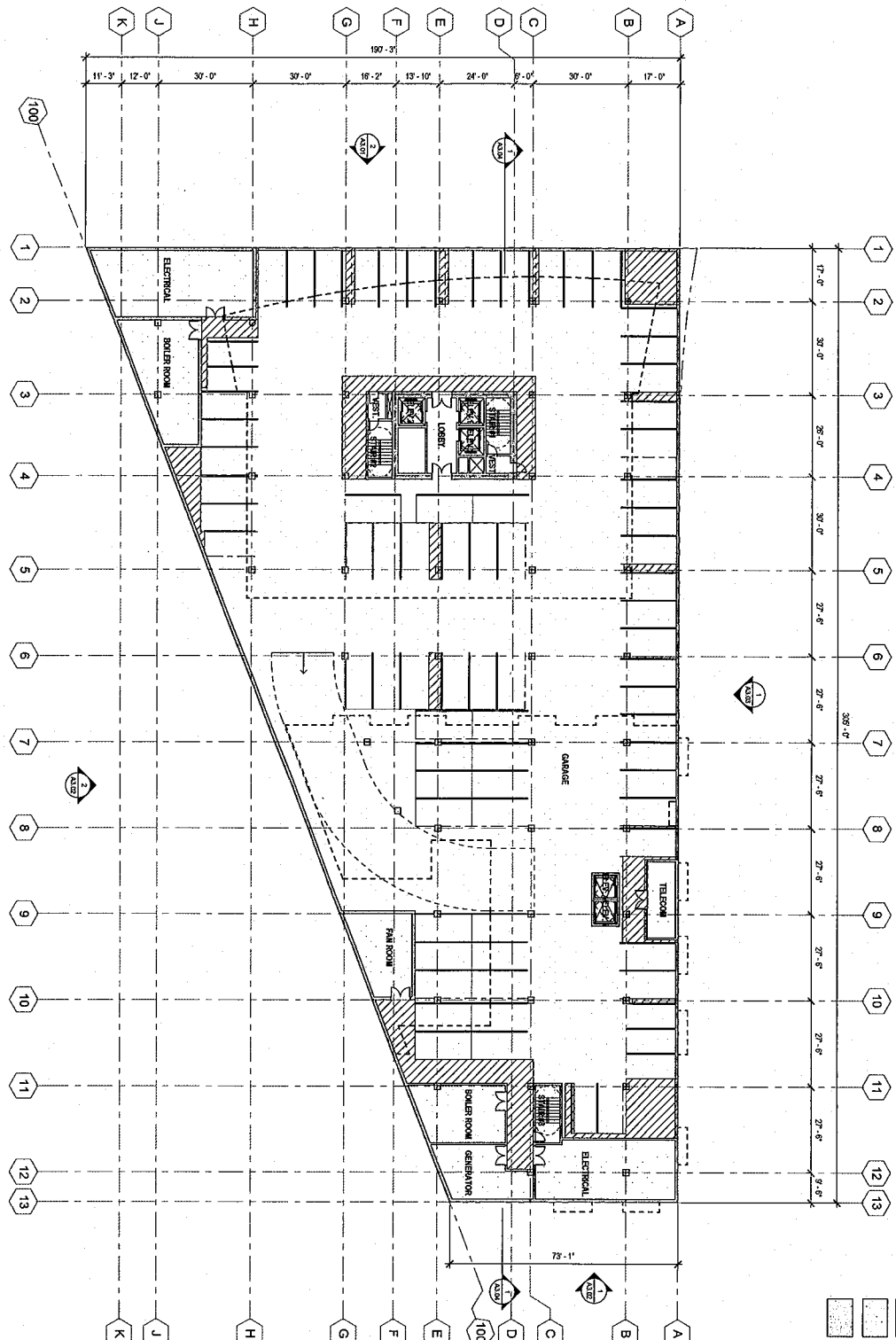
TRUE NORTH
 PROJECT NORTH
 BUILDING PLAN - LEVEL B2 ①
 1/16" = 1'-0"

A1.01
 PRELIMINARY - NOT FOR CONSTRUCTION

BUILDING PLAN - LEVEL B2
 2/15/2023 - Draft Review

LAKEHOUSE COMMONS
 E 12th Street and Lake Merritt Boulevard, Oakland CA

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 1811 TELEGRAPH AVENUE, SUITE 200
 OAKLAND, CA 94612
 510.466.2700 | 510.466.8751
 www.pratok.com
 AMBY Studios
 203 18th Street, Suite 200
 San Francisco, CA 94111
 Phone: (415) 774-2700
 Web: www.ambystudios.com



ROOM LEGEND

[Symbol]	PARKING	[Symbol]	ROOF DECK
[Symbol]	RETAIL	[Symbol]	UNIT - STUDIO
[Symbol]	SERVICE/UTILITY	[Symbol]	UNIT - 1-BEDROOM
[Symbol]	AGENCIES	[Symbol]	UNIT - 2-BEDROOM
[Symbol]	LOBBIES AND COMMONS	[Symbol]	UNIT 3-BEDROOM
[Symbol]	VERTICAL CIRCULATION	[Symbol]	UNIT - TOWNHOUSE
[Symbol]	ADMINISTRATION	[Symbol]	UNIT - PENTHOUSE

N
 TRUE PROJECT NORTH
 NORTH
 BUILDING PLAN - LEVEL B1
 1/8" = 1'-0"

A1.02

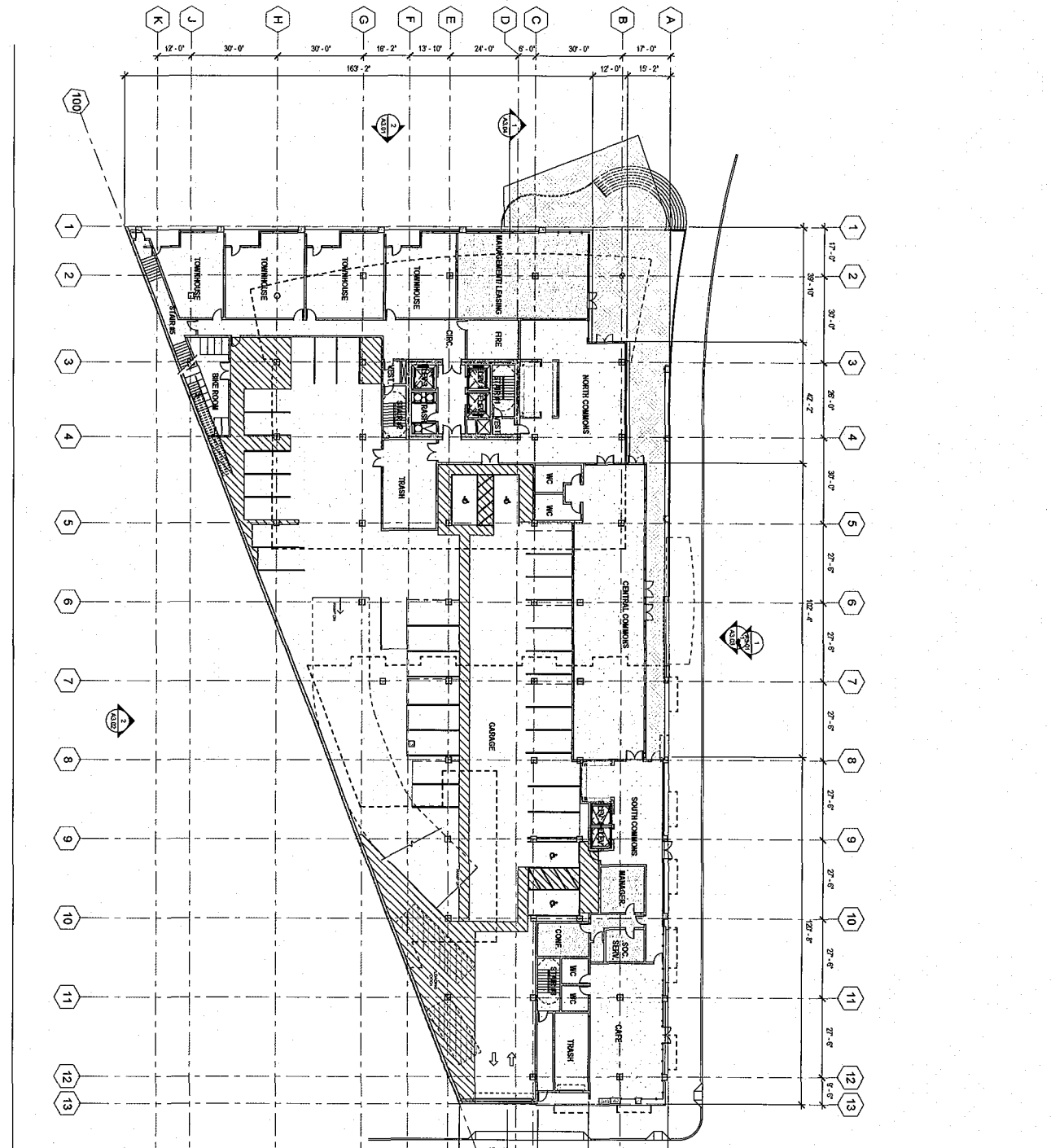
BUILDING PLAN - LEVEL B1
 JOHN MARRAS
 DATE: 08/11/11
 SCALE: AS SHOWN

LINDA DONG DEVELOPMENT, LLC
 1500 CALIFORNIA STREET, SUITE 200
 OAKLAND, CA 94612
 510.465.5751
 www.lindadong.com

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 CIVIL ARCHITECTURE
 510.465.7101 | 510.465.6575 |
 www.pratok.com

ANPP Studio
 703 BAY STREET, SUITE 200
 SAN RAFAEL, CA 94901
 415.452.1111
 www.anppstudio.com



ROOM LEGEND

[Symbol]	PARKING	[Symbol]	ROOF DECK
[Symbol]	RETAIL	[Symbol]	UNIT - STUDIO
[Symbol]	SERVICE/UTILITY	[Symbol]	UNIT - 1 BEDROOM
[Symbol]	AMENITIES	[Symbol]	UNIT - 2 BEDROOM
[Symbol]	LOBBIES AND CORRIDORS	[Symbol]	UNIT 3 BEDROOM
[Symbol]	VERTICAL CIRCULATION	[Symbol]	UNIT 1 TOWNHOUSE
[Symbol]	ADMINISTRATION	[Symbol]	UNIT 2 TOWNHOUSE

N
 TRUE NORTH
 PROJECT NORTH

BUILDING PLAN - LEVEL 1
1/16" = 1'-0"

A1.03

DATE: _____
 SCALE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 APPROVED BY: _____

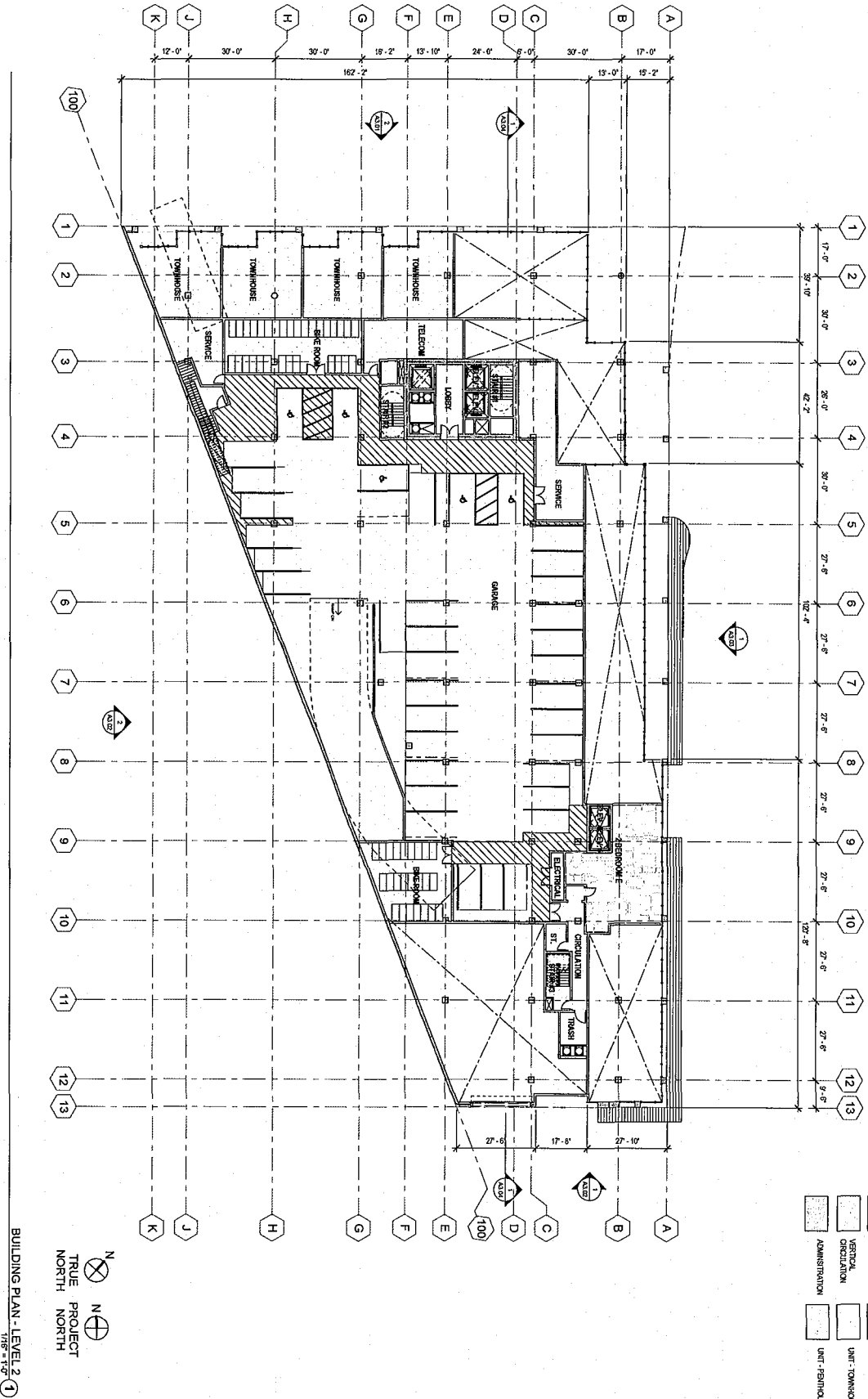
BUILDING PLAN - LEVEL 1

2017.04.23 Design Review
 2017.04.23 Design Review
 2017.04.23 Design Review

LAKEHOUSE COMMONS
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 www.pratdk.com

APP Studios
 701 18th Street, Suite 200
 San Diego, CA 92101
 Phone: (619) 704-2700
 www.appstudios.com



ROOM LEGEND

	PARKING		ROOF DECK
	SEAL		UNIT STUDIO
	SERVICES/UTILITY		UNIT 1 BEDROOM
	LOBBIES AND CORRIDORS		UNIT 2 BEDROOM
	GENERAL CIRCULATION		UNIT TOWNHOUSE
	ADMINISTRATION		UNIT PENTHOUSE

BUILDING PLAN - LEVEL 2
LEVEL 2

DATE: 11/11/11
SCALE: AS SHOWN

LAKEHOUSE COMMONS
E 12th Street and Lake Merritt Boulevard, Oakland CA

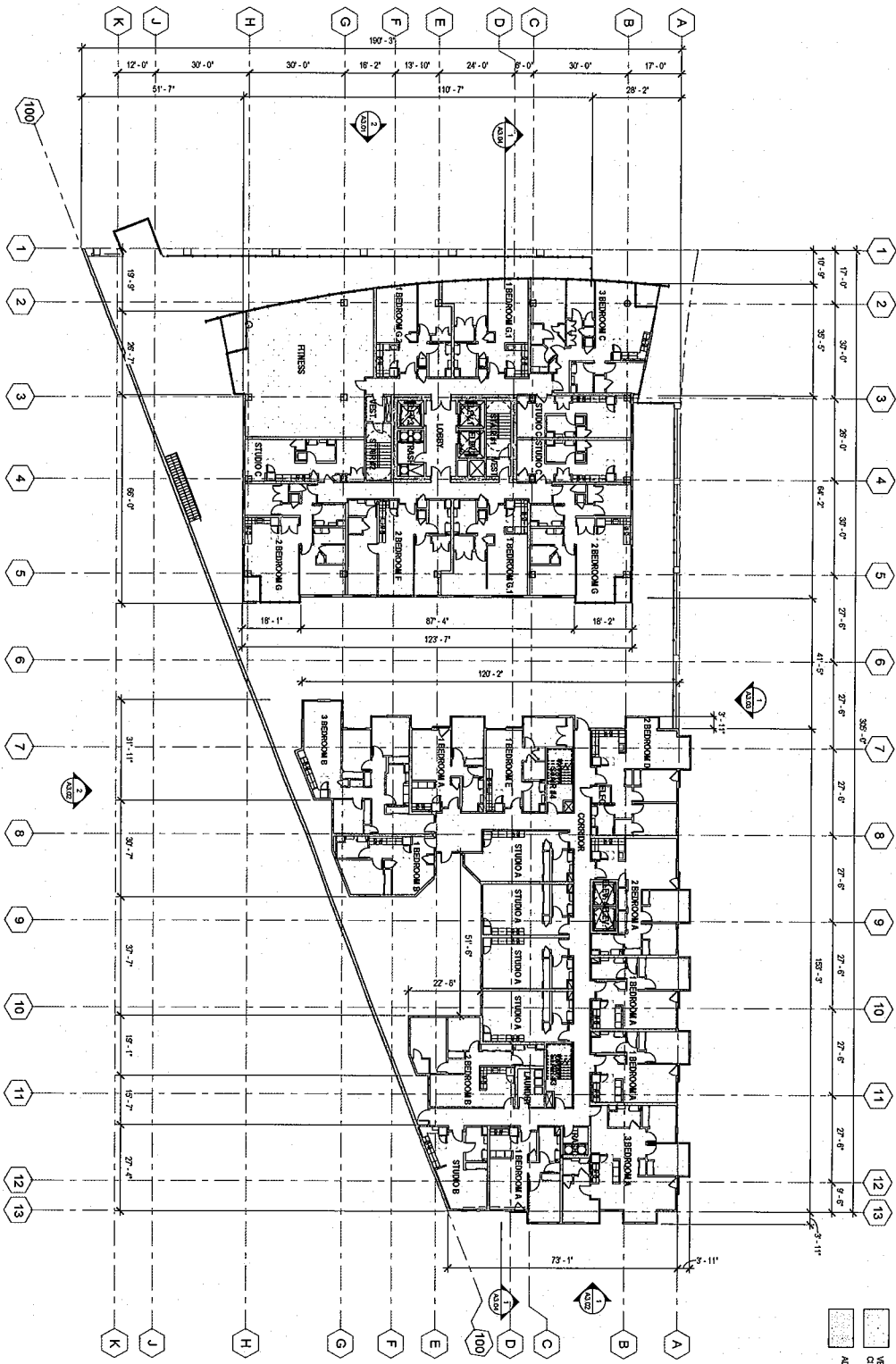
A1.04

PATOK

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OAKLAND, CA 94612
504.665.7910 | 510.485.8515
www.patok.com

AMVP Studio
735 28th Street, Suite 200
San Diego, CA 92108
Phone: (619) 734-2700
www.amvpstudio.com

ISSUED FOR PERMIT
DATE: 11/11/11
SCALE: AS SHOWN



ROOM LEGEND

[Pattern]	PARKING	[Pattern]	ROOF DECK
[Pattern]	RETAIL	[Pattern]	UNIT - STUDIO
[Pattern]	SERVICE/UTILTY	[Pattern]	UNIT - 1 BEDROOM
[Pattern]	AGENCIES	[Pattern]	UNIT - 2 BEDROOM
[Pattern]	LOBBIES AND CORRIDORS	[Pattern]	UNIT - 3 BEDROOM
[Pattern]	VERTICAL CIRCULATION	[Pattern]	UNIT - TOWNHOUSE
[Pattern]	ADMINISTRATION	[Pattern]	UNIT - PENTHOUSE

N
 TRUE NORTH
 PROJECT NORTH

BUILDING PLAN - LEVEL 3 AND 4
 1/18" = 1'-0"

A1.05

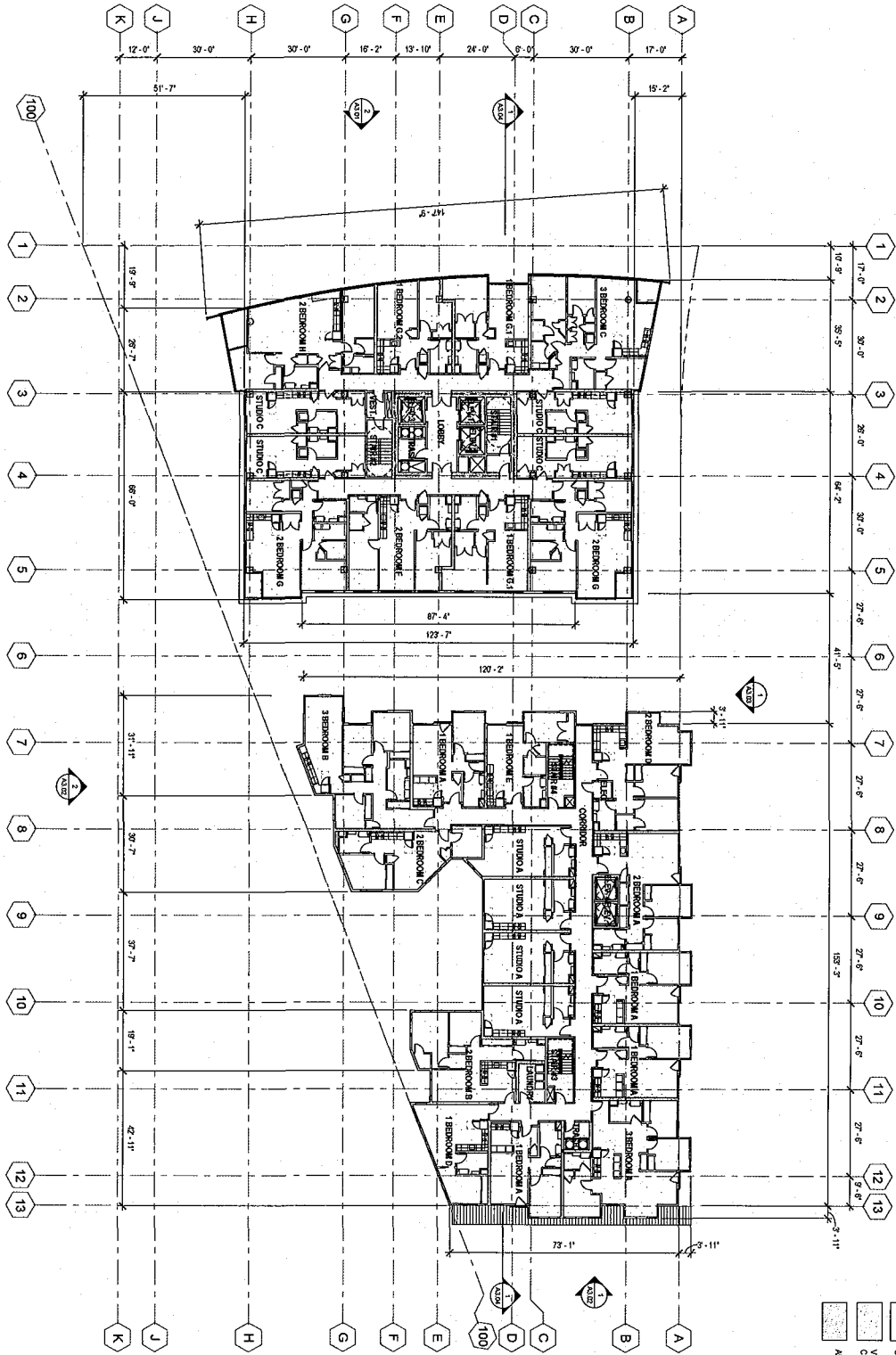
JOB NUMBER: 1817
 DATE: 11/11/11
 SCALE: As Indicated
 DRAWN BY: [Name]
 CHECKED BY: [Name]

BUILDING PLAN - LEVEL 3 AND 4

2011.03.15 - Design Review
 2011.03.15 - Design Review
 2011.03.15 - Design Review

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 E 12th Street and Lake Merritt Boulevard, Oakland CA

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 5164 SHILBING [510] 455-6974
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 www.pratok.com
 709 18th Street, Suite 200
 San Diego, CA 92101
 619.444.4444
 www.sandiegopractice.com



ROOM LEGEND

[Symbol]	PARKING	[Symbol]	ROOF DECK
[Symbol]	RETAIL	[Symbol]	UNIT - STUDIO
[Symbol]	STUDIO/ UNIT/1	[Symbol]	UNIT - 1 BEDROOM
[Symbol]	APARTMENTS	[Symbol]	UNIT - 2 BEDROOM
[Symbol]	LOBBIES AND CORRIDORS	[Symbol]	UNIT 3 BEDROOM
[Symbol]	VENTILATION	[Symbol]	UNIT - TOWNHOUSE
[Symbol]	CIRCULATION	[Symbol]	UNIT - PENTHOUSE
[Symbol]	ADMINISTRATION	[Symbol]	

N
 TRUE NORTH
 PROJECT NORTH

BUILDING PLAN - LEVEL 5 AND 6
 1/16" = 1'-0"

A1.06

BUILDING PLAN -
 LEVEL 5 AND 6

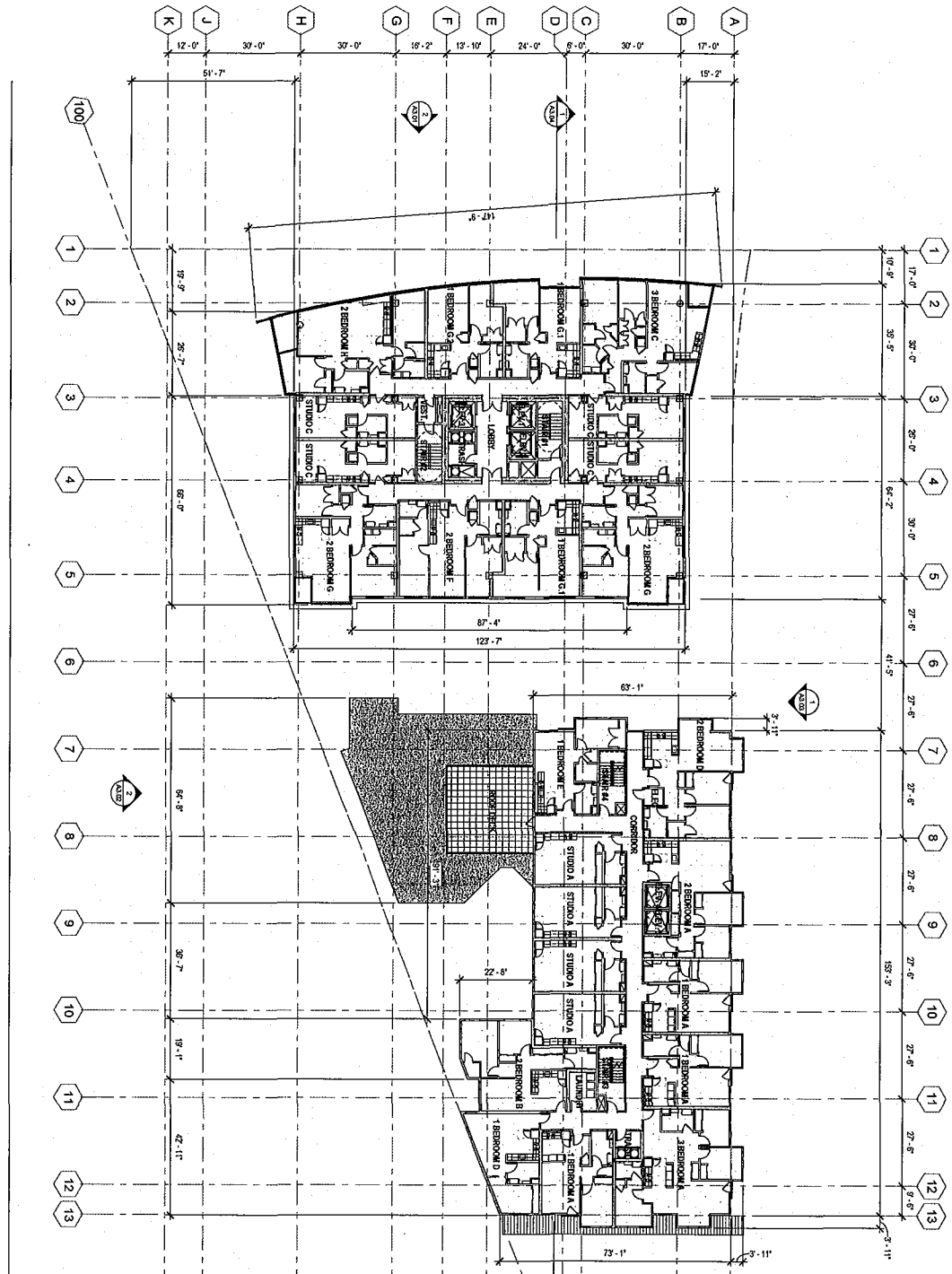
3/15/15 Date Plotted
 3/15/15 Date Printed
 3/15/15 Date Issued

HERRING CONSULTANTS, INC.
 1000 Lakeside Drive, Suite 200
 Oakland, CA 94612
 Phone: (510) 434-2700
 Fax: (510) 434-2700
 www.herringconsultants.com

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 E 12th Street and Lake Merritt Boulevard, Oakland CA

A/P/P Studio
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 San Diego, CA 92101
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 OAKLAND, CA 94612
 510.465.7010 / 510.465.6571
 www.patok.com



ROOM LEGEND

[Symbol]	PARKING	[Symbol]	ROOF DECK
[Symbol]	RETAIL	[Symbol]	UNIT - STUDIO
[Symbol]	SERVICE UNIT	[Symbol]	UNIT - 1 BEDROOM
[Symbol]	AGENCIES	[Symbol]	UNIT - 2 BEDROOM
[Symbol]	LOBBIES AND CORRIDORS	[Symbol]	UNIT - 3 BEDROOM
[Symbol]	VERTICAL CIRCULATION	[Symbol]	UNIT - TOWNHOUSE
[Symbol]	ADMINISTRATION	[Symbol]	UNIT - PENTHOUSE

BUILDING PLAN - LEVEL 7 AND 8
 1/18 - 5/18
 TRUE PROJECT NORTH
 TRUE NORTH

A1.07

BUILDING PLAN - LEVEL 7 AND 8

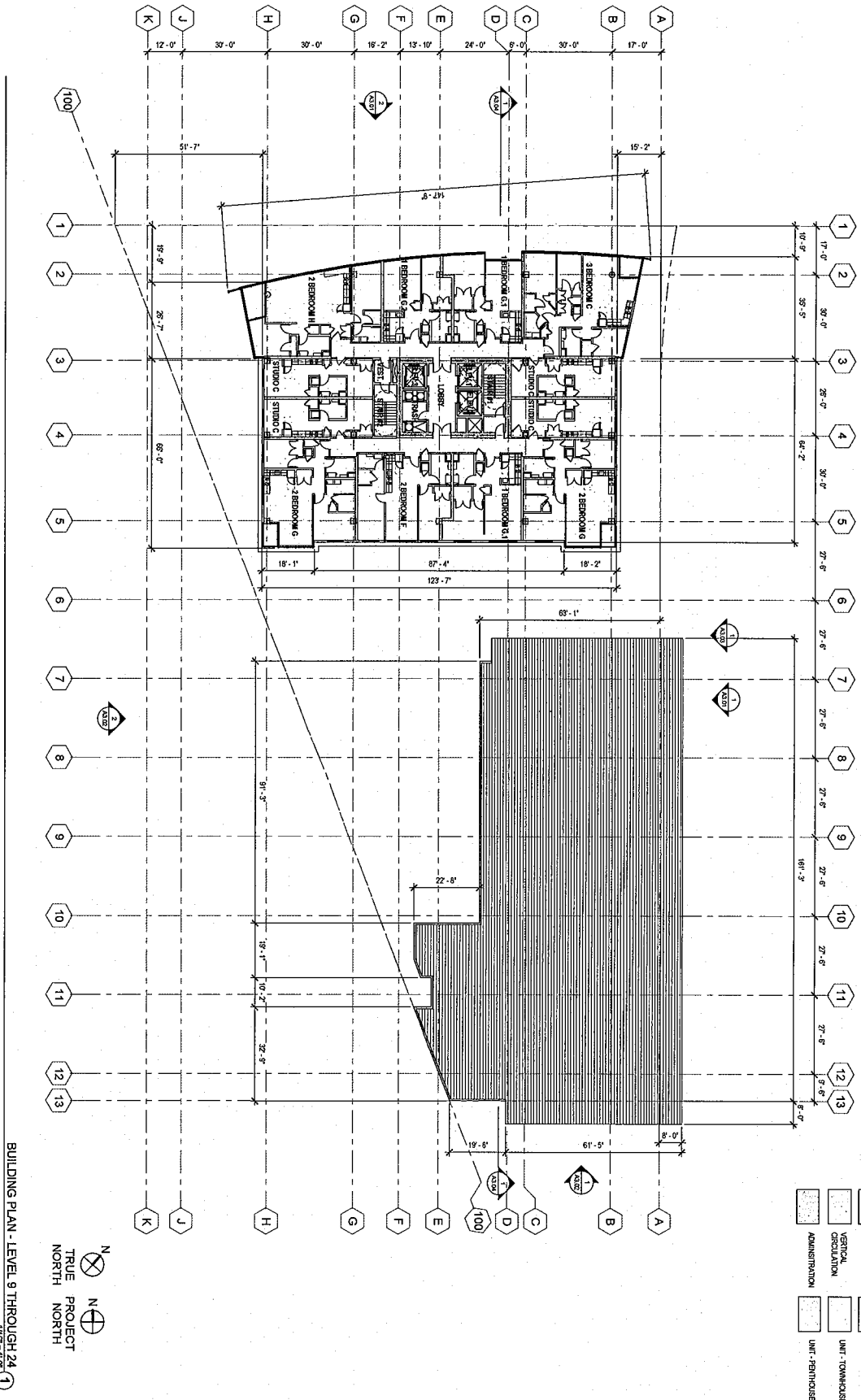
DATE: 1/18
 SCALE: As Shown

ISSUED FOR PERMIT CONSTRUCTION

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 181 TELEGRAPH AVENUE SUITE 200
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 510.465.7100 | 510.455.8751
 www.pratik.com

APP: Studio
 705 18th Street, Suite 200
 Oakland, CA 94612
 Phone: (510) 704-2700
 Web: www.zappridd.com



BUILDING PLAN - LEVEL 9 THROUGH 24
 1/8" = 1'-0"

N
 TRUE NORTH
 PROJECT NORTH

ROOM LEGEND

	PARKING		ROOF DECK
	RETAIL		UNIT - STUDIO
	SERVICE UTILITY		UNIT - 1 BEDROOM
	APARTMENTS		UNIT - 2 BEDROOM
	LOBBY AND CORRIDORS		UNIT - 3 BEDROOM
	VERTICAL CIRCULATION		UNIT - TOWNHOUSE
	ADMINISTRATION		UNIT - PENTHOUSE

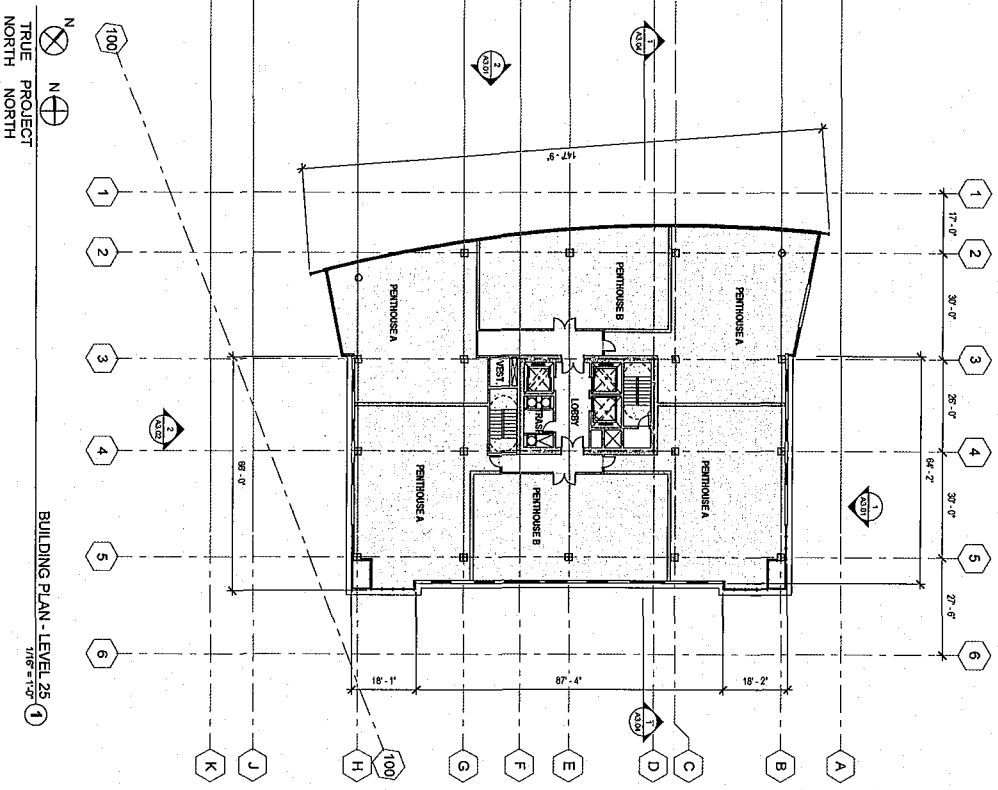
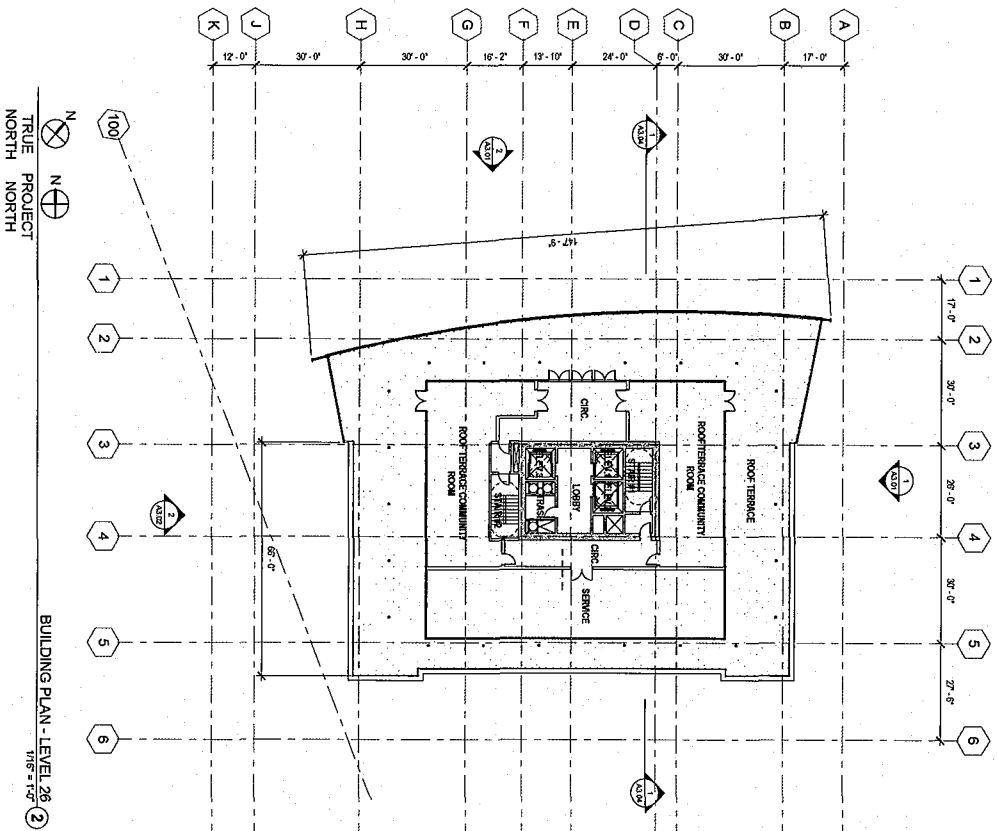
PATDK
 1611 TELEGRAPH AVE. SUITE 200
 OAKLAND, CA 94612
 510.435.2010 • 510.435.5751
 www.patdk.com

AVP Studio
 705 10th Street Suite 200
 Oakland, CA 94612
 Phone (510) 754-2700
 Web www.avpstudio.com

LAKEHOUSE COMMONS
 E 12th Street and Lake Merritt Boulevard, Oakland CA

INITIALS OF THE DESIGNER: [Signature]
 DATE: 01/11/11
 PROJECT NO.: 11111
 SHEET NO.: 11111
 SCALE: 1/8" = 1'-0"

A1.08



ROOM LEGEND

	PARKING		ROOF DECK
	RETAIL		UNIT - STUDIO
	SERVICE/UTILITY		UNIT - 1 BEDROOM
	APARTMENTS		UNIT - 2 BEDROOM
	LOBBIES AND CORRIDORS		UNIT - 3 BEDROOM
	VERTICAL CIRCULATION		UNIT - TOWNHOUSE
	ADMINISTRATION		UNIT - PENHOUSE

BUILDING PLAN - LEVEL 26
 TRUE PROJECT NORTH
 TRUE PROJECT NORTH
 1/16" = 1'-0"
 BUILDING PLAN - LEVEL 25
 TRUE PROJECT NORTH
 TRUE PROJECT NORTH
 1/16" = 1'-0"

BUILDING PLANS - LEVELS 25 AND 26
 DATE: _____
 SCALE: _____
 JOB NUMBER: _____
 DRAWN BY: _____
 CHECKED BY: _____
 PROJECT: _____
 ADDRESS: _____
 CITY: _____
 STATE: _____
 ZIP: _____

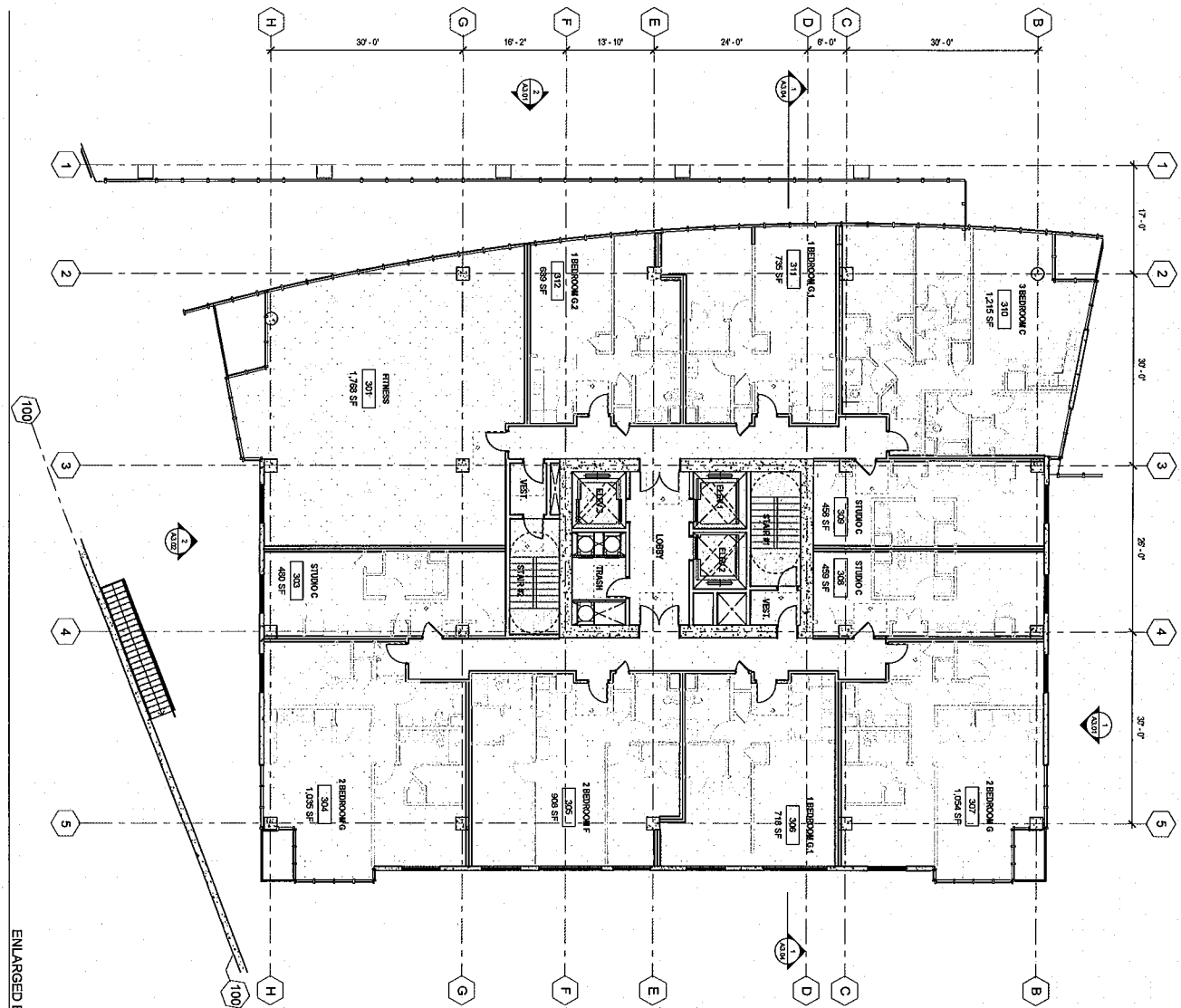
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 8811 TELEGRAPH AVENUE SUITE 200
 OAKLAND, CALIFORNIA 94612
 510.465.7010 | 510.465.6571
 www.pratdk.com

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 701 16th Street, Suite 200
 San Diego, CA 92101
 619.444.2222
 www.ampstudios.com

A1.09



ROOM LEGEND

[Symbol]	PARKING	[Symbol]	ROOF DECK
[Symbol]	RETAIL	[Symbol]	UNIT - STUDIO
[Symbol]	SENSE/UTILITY	[Symbol]	UNIT - 1 BEDROOM
[Symbol]	AGENCIES	[Symbol]	UNIT - 2 BEDROOM
[Symbol]	LOBBIES AND CORRIDORS	[Symbol]	UNIT 3 BEDROOM
[Symbol]	VERTICAL CIRCULATION	[Symbol]	UNIT - TOWNHOUSE
[Symbol]	ADMINISTRATION	[Symbol]	UNIT - PENTHOUSE

ENLARGED BUILDING PLAN - LEVEL 3 NORTH
 1/8" = 1'-0"

N
 TRUE NORTH
 PROJECT NORTH

PKATOK
 1811 TELEGRAPH AVE SUITE 200
 OAKLAND, CA 94612
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 San Diego, CA 92101
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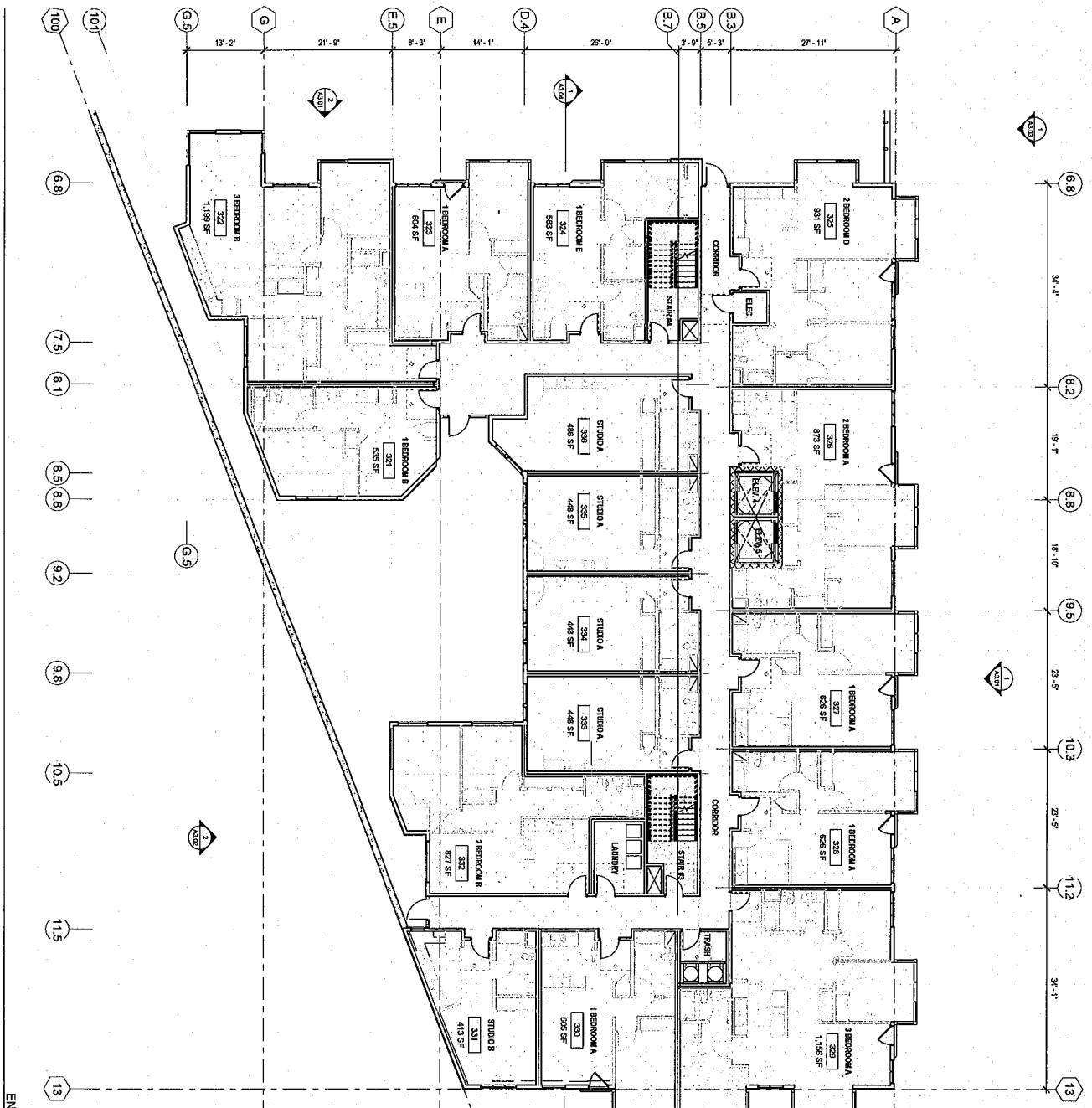
UNIVERSAL CONCRETE GENERAL CONTRACTORS, LLC
 10000 Lakeside Blvd., Suite 200
 Oakland, CA 94611
 Email: Bill@UniversalConcrete.com
 Tel: (510) 436-1111
 Fax: (510) 436-1111

2018.04.29 Drawn: [Name]

ENLARGED BUILDING PLAN - LEVEL 3 - NORTH COMMONS

DATE: [Date]
 SCALE: As Shown

A2.01a



ENLARGED BUILDING PLAN - LEVEL 3, SOUTH ①
1/8" = 1'-0"

TRUE NORTH
 PROJECT NORTH
 NORTH

ROOM LEGEND

	PARKING		ROOF DECK
	BED		UNIT STUDIO
	SERVICE UTILITY		UNIT - 1 BEDROOM
	MEN'S		UNIT - 2 BEDROOM
	LADIES AND CORRIDOR		UNIT 3 BEDROOM
	VENTILATION		UNIT - TOWNHOUSE
	ADMINISTRATION		UNIT - 1 BEDROOM
			UNIT - 2 BEDROOM
			UNIT 3 BEDROOM
			UNIT - TOWNHOUSE

A2.01b

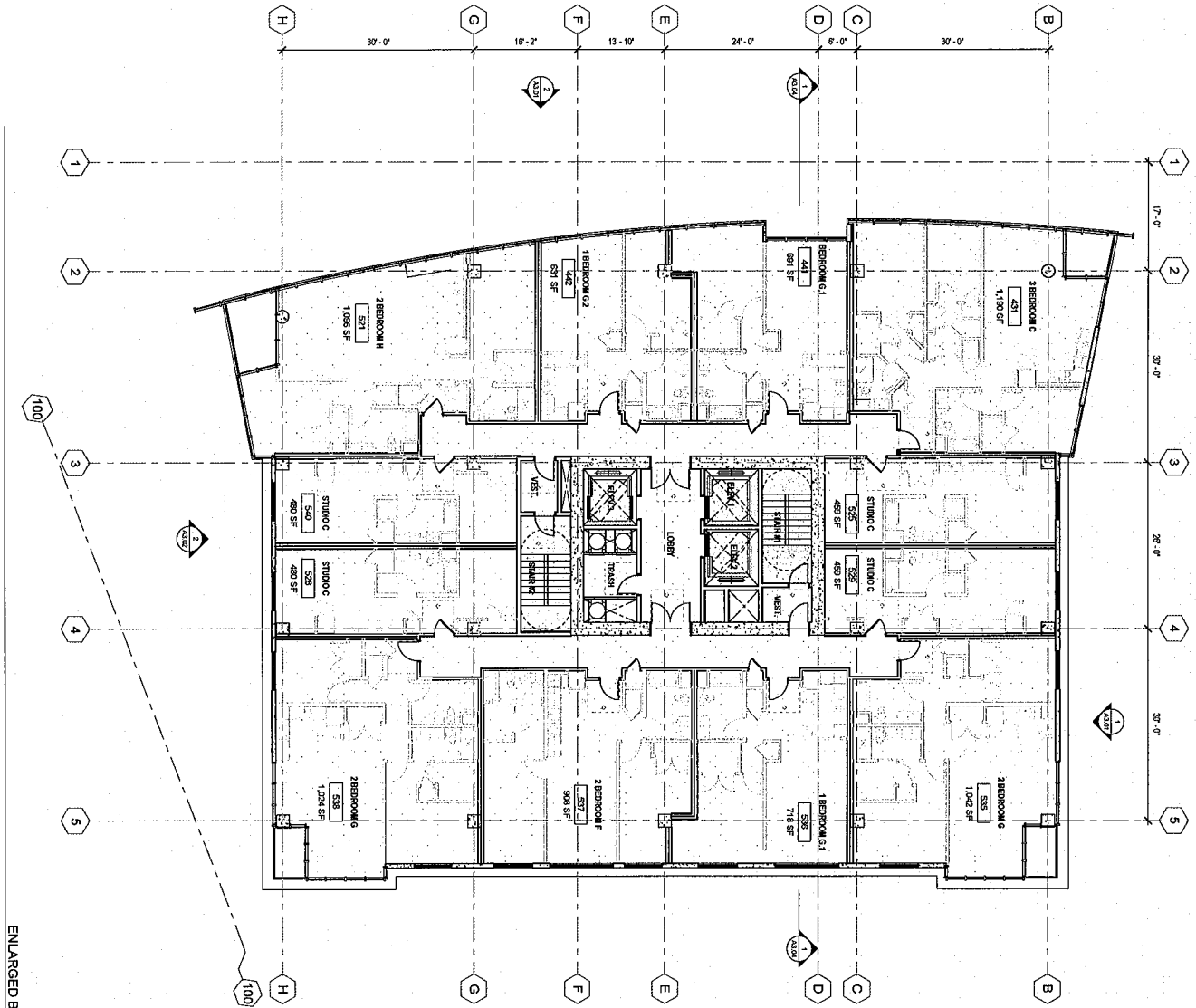
CONTRACTOR:
 ARCHITECT:
 SCALE:
 NUMBER:
 APPROVAL:

ENLARGED BUILDING PLAN - LEVEL 3, SOUTH COMMONS

100% CONSTRUCTION DOCUMENT SET
 4000 Piedmont Avenue, Suite 213
 Oakland, CA 94612
 Phone | (510) 754-2700
 Fax | (510) 754-2700
 www.ppatok.com

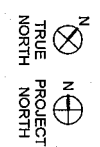
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 181 TELEGRAPH AVENUE SUITE 200
 OAKLAND, CA 94612
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 Fax | (510) 754-2700
 Web | www.ppatok.com



ROOM LEGEND

	PARKING		ROOF DECK
	METAL		UNIT - STUDIO
	SERVICE/UTILITY		UNIT - 1 BEDROOM
	MEN/WOMEN		UNIT - 2 BEDROOM
	CORRIDOR		UNIT - 3 BEDROOM
	VERTICAL CIRCULATION		UNIT - TOWNHOUSE
	ADMINISTRATION		UNIT - PENTHOUSE



ENLARGED BUILDING PLAN - LEVEL 5 NORTH
1/8" = 1'-0"

A2.02a

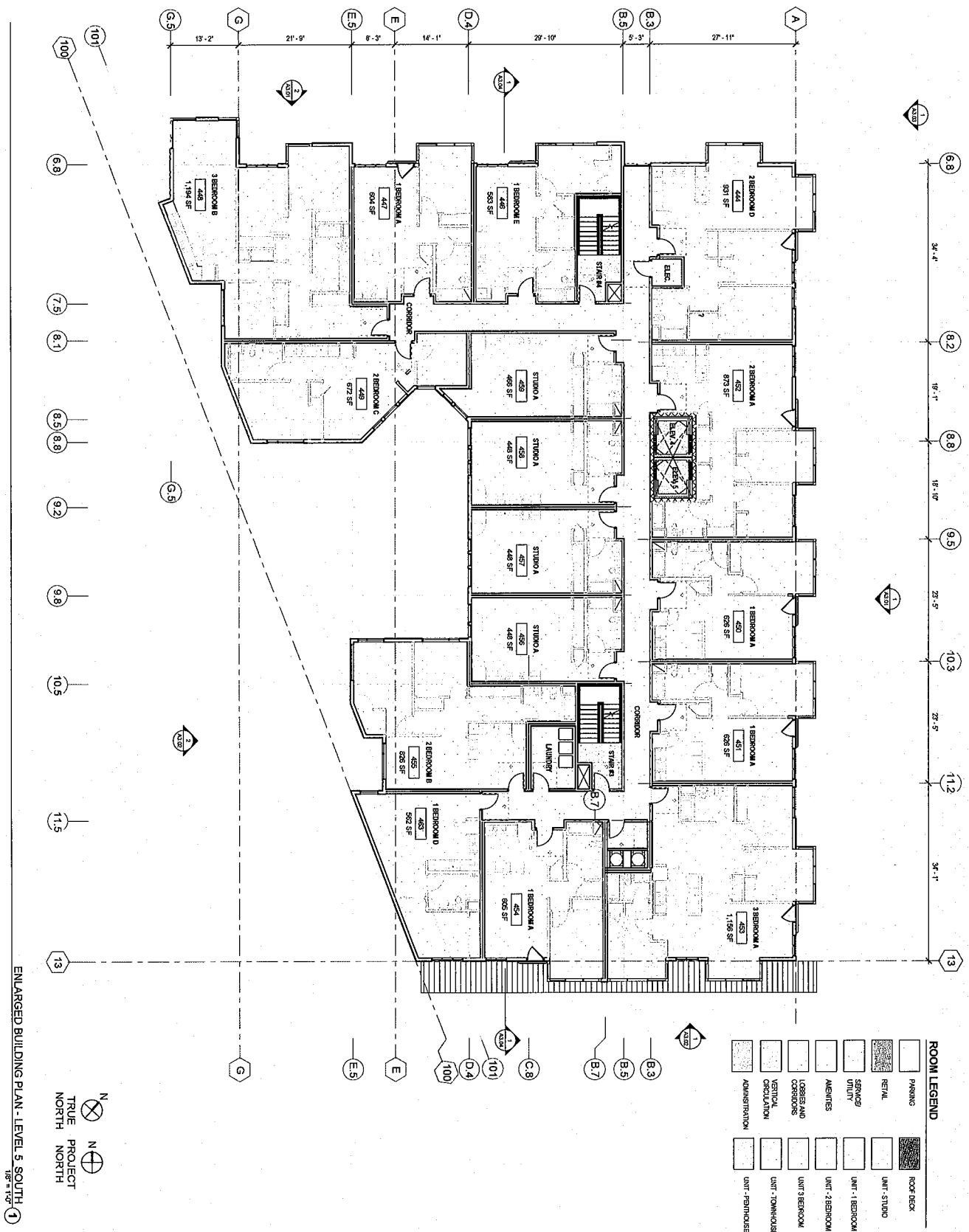
DATE: 10/12/11
SCALE: As Indicated

ENLARGED BUILDING
PLAN - LEVEL 5 -
NORTH COMMONS

PREPARED BY: **PRATTOK**
720 18th Street, Suite 200
San Diego, CA 92101
www.prattok.com

LAKEHOUSE COMMONS
E 12th Street and Lake Merritt Boulevard, Oakland CA

PRATTOK
720 18th Street, Suite 200
San Diego, CA 92101
www.prattok.com



ROOM LEGEND

	PARKING		ROOF DECK
	RETAIL		UNIT STUDIO
	SERVICE UNIT		UNIT 1 BEDROOM
	AMENITIES		UNIT 2 BEDROOM
	LOBBY AND CORRIDORS		UNIT 1 BEDROOM
	VERTICAL CIRCULATION		UNIT TOWNHOUSE
	ADMINISTRATION		UNIT PENTHOUSE

ENLARGED BUILDING PLAN - LEVEL 5 SOUTH
 TRUE PROJECT NORTH
 TRUE NORTH

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 Phone: (619) 704-2700
 Web: www.appstudio.com

LAKEHOUSE COMMONS
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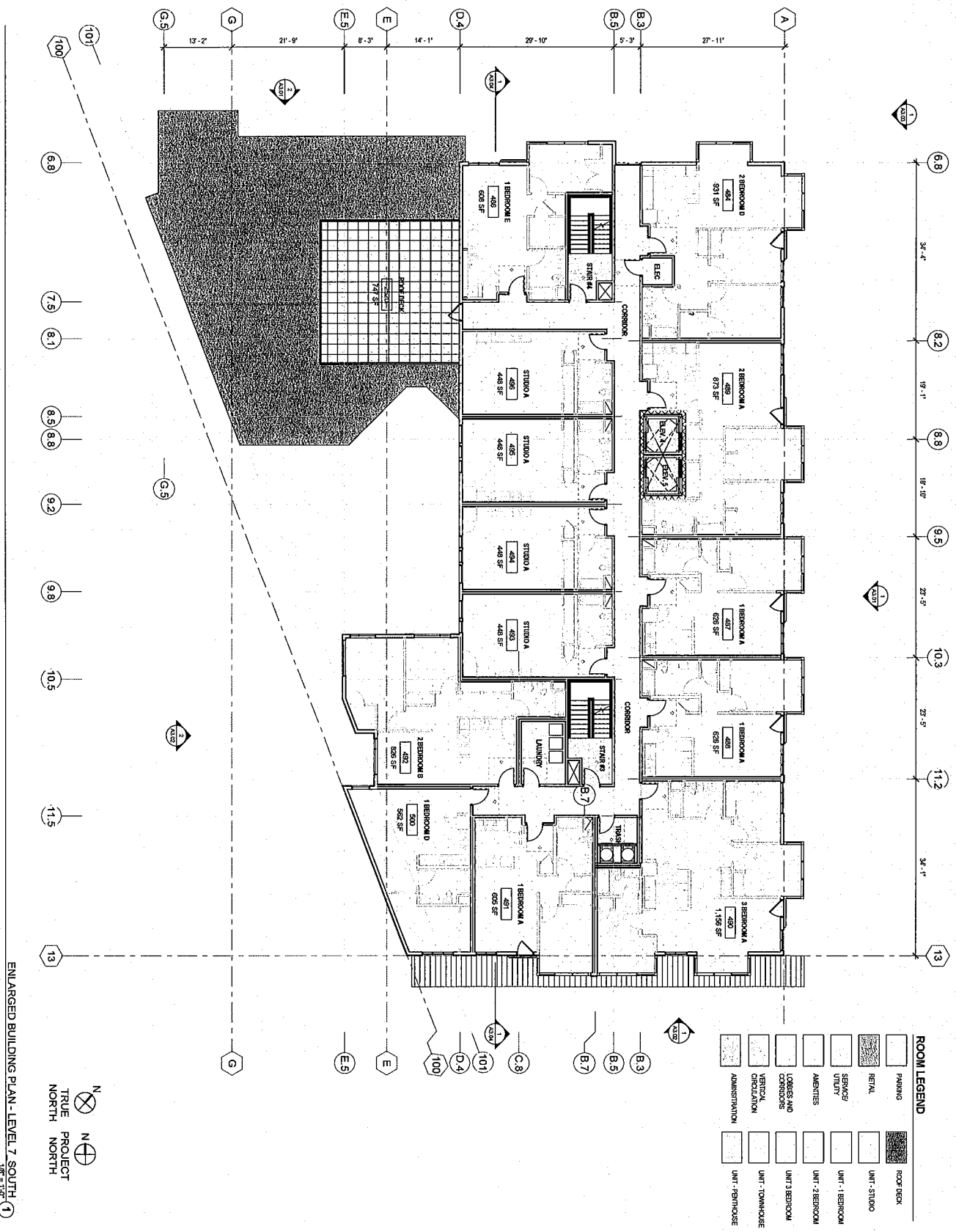
RENDERING BY: INTERIOR CONSTRUCTION
A2.02b

ENLARGED BUILDING PLAN - LEVEL 5 SOUTH COMMONS

DATE: 10/15/13
 SCALE: AS SHOWN

2014.10.13 Draft/Revise

INTERIOR CONSTRUCTION, LLC
 1000 California Street, Suite 1113
 San Francisco, CA 94109
 415.774.4444
 1000 California Street, Suite 200
 Oakland, CA 94612
 510.435.7010



ENLARGED BUILDING PLAN - LEVEL 7 SOUTH
1/8" = 1'-0"

TRUE NORTH
PROJECT NORTH

ROOM LEGEND

[Symbol]	PARKING	[Symbol]	ROOF DECK
[Symbol]	RETAIL	[Symbol]	UNIT - STUDIO
[Symbol]	SERVICES/STUDY	[Symbol]	UNIT - 1 BEDROOM
[Symbol]	ADMITTIS	[Symbol]	UNIT - 2 BEDROOM
[Symbol]	LOBBIES AND CORRIDORS	[Symbol]	UNIT - 3 BEDROOM
[Symbol]	VERTICAL CIRCULATION	[Symbol]	UNIT - TOWNHOUSE
[Symbol]	ADMINISTRATION	[Symbol]	UNIT - PENTHOUSE

LAKEHOUSE COMMONS
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3814 E 12th Street, Oakland, CA 94612
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Pyatok

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OAKLAND, CA 94612
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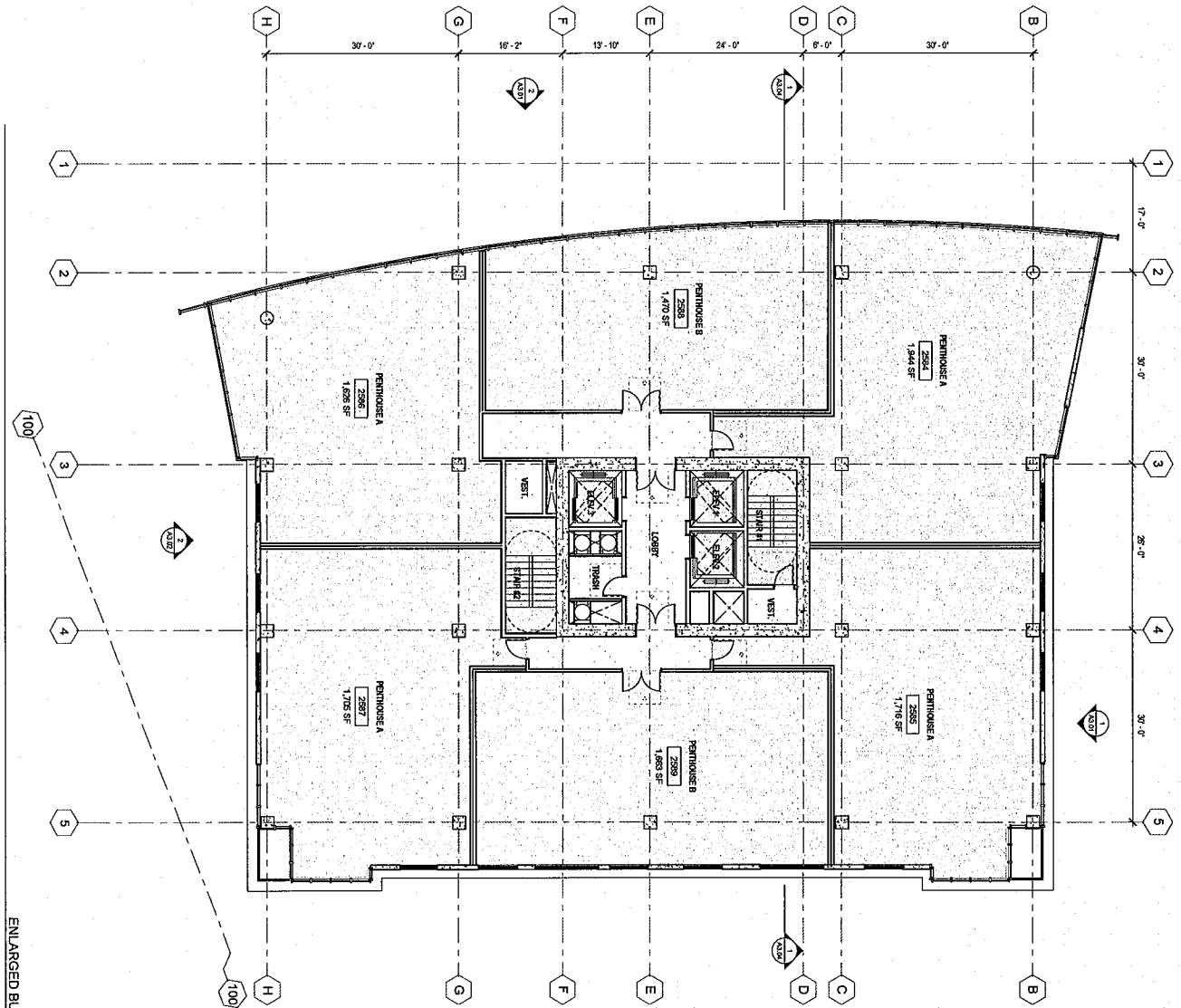
AMP Studios
729 18th Street, Suite 200
San Diego, CA 92101
Phone: (619) 734-2700
www.pyatostudios.com

ENLARGED BUILDING PLAN - LEVEL 7 - SOUTH COMMONS

DATE: 11/14/13
SCALE: As Shown

CONTRACT NO: A2.03b

PROJECT: LAKEHOUSE COMMONS



ROOM LEGEND

	PARKING		ROOF DECK
	RETAIL		UNIT - STUDIO
	SERVICE/UTILITY		UNIT - 1 BEDROOM
	AMENITIES		UNIT - 2 BEDROOM
	LOBBIES AND CORRIDORS		UNIT - 3 BEDROOM
	VERTICAL CIRCULATION		UNIT - TOWNHOUSE
	ADMINISTRATION		UNIT - PENTHOUSE

ENLARGED BUILDING PLAN - LEVEL 25 NORTH
 1/8" = 1'-0"

TRUE PROJECT NORTH

A2.04a

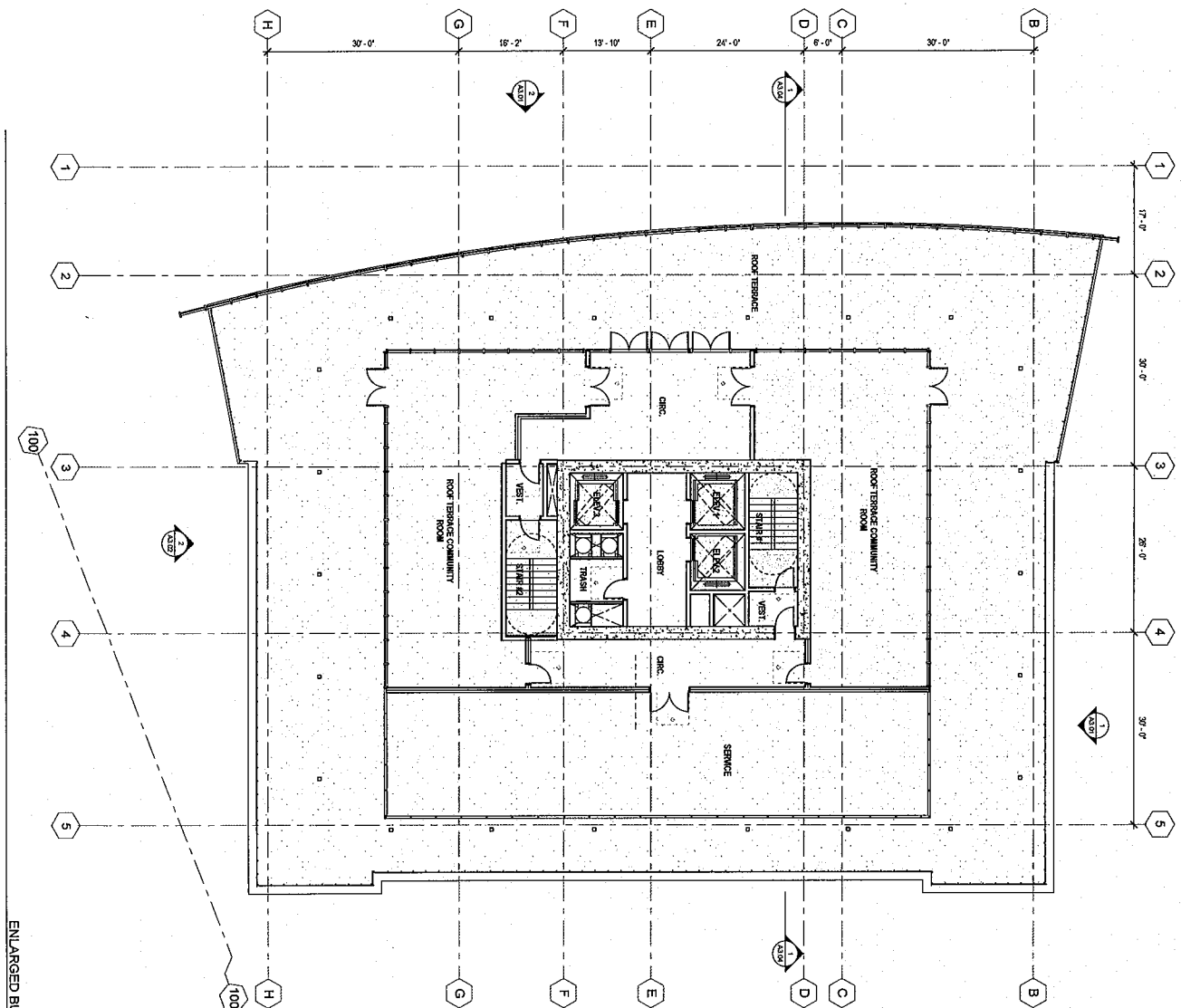
DATE: 11/11/11
 SCALE: As Shown

ENLARGED BUILDING PLAN - LEVEL 25 - NORTH COMMONS

PREPARED BY: ARCHITECTURAL CONSTRUCTION

LAKEHOUSE COMMONS
 E 12th Street and Lake Merritt Boulevard, Oakland CA

PYATDK
 1751 18th Street, Suite 200
 San Diego, CA 92110
 www.pyatdk.com



ROOM LEGEND

[Symbol]	PARKING	[Symbol]	ROOF DECK
[Symbol]	RETAIL	[Symbol]	UNIT - STUDIO
[Symbol]	SENATOR'S SUITE	[Symbol]	UNIT - 1 BEDROOM
[Symbol]	LOBBIES AND CORRIDORS	[Symbol]	UNIT - 2 BEDROOM
[Symbol]	ADMINISTRATIVE	[Symbol]	UNIT - 3 BEDROOM
[Symbol]	VENTILATION	[Symbol]	UNIT - TOWNHOUSE
[Symbol]	ADMINISTRATION	[Symbol]	UNIT - FANTHOUSE

ENLARGED BUILDING PLAN - LEVEL 28 NORTH ①
 TRUE PROJECT NORTH
 TRUE NORTH

LAKEHOUSE COMMONS
 E 12th Street and Lake Merritt Boulevard, Oakland CA

UNIVERSAL DESIGN DEVELOPMENT, LLC
 1000 12th Street, Suite 1113
 Oakland, CA 94612
 (510) 465-7000
 www.uddevelopment.com

Lead by: Adam Leland Development Co.
 1200 East 12th Street, Suite 200
 Oakland, CA 94612
 (510) 465-7000
 www.ladco.com

2018.04.20 - Design Review

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 1611 TEBERNAVE SITE 200
 OAKLAND, CA 94612
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 www.pratok.com

APP: Studio
 700 18th Street, Suite 200
 San Diego, CA 92101
 Phone: (619) 794-2700
 www.pratok.com

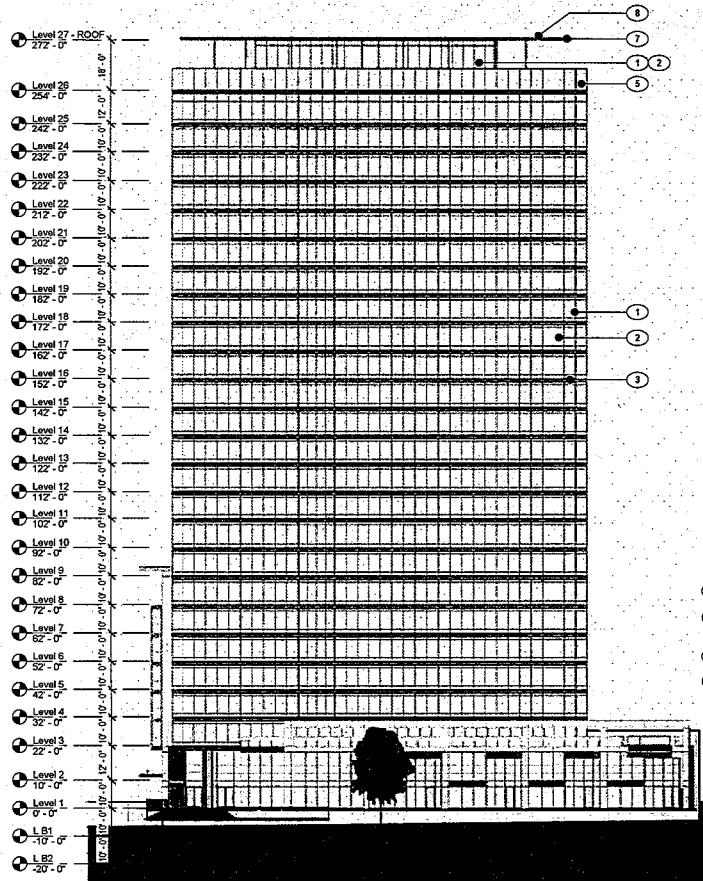
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DATE: 2018.04.20
 SCALE: AS SHOWN

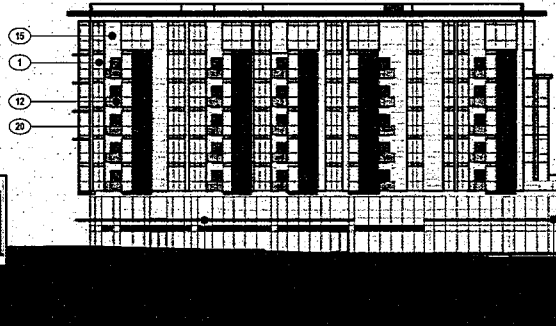
ENLARGED BUILDING PLAN - LEVEL 28 - NORTH COMMONS

ELEVATION GENERAL NOTES	
NUMBER	GENERAL NOTE
1	ALUMINUM WINDOW WALL SYSTEM WITH SILVER-GREY PAINTED FINISH ON ALL FRAME MEMBERS
2	INSULATED GLAZING WITH BLUE-GRAY TINT
3	CURVING METAL PANELS WITH SILVER-GRAY PAINTED FINISH AT SLAB EDGE
5	ALUMINUM WINDOW WALL SYSTEM VIEW SCREEN AT ROOF LEVEL
6	PEDESTAL PAVER SYSTEM AT ROOF TERRACE IN BSGE-GRAY COLOR
7	METAL COVER CAP AT PHOTOVOLTAIC PANEL ROOF EDGE WITH A SILVER-GRAY PAINTED FINISH
8	TRANSLUCENT PHOTOVOLTAIC PANELS ABOVE ROOF TERRACE AREAS IN BLUE-GREY TINT
9	ALUMINUM SELF-RECESSED WINDOWS
10	GREEN ROOF SYSTEM
11	PRECAST CONCRETE PANELS WITH A FINE TEXTURED LIGHT GRAY FINISH

ELEVATION GENERAL NOTES	
NUMBER	GENERAL NOTE
12	ALUMINUM BALCONY RAILING IN SILVER-GRAY PAINTED FINISH WITH BLUE-GREEN TINTED GLAZING
13	BALCONY FLOOR TO BE NEUTRAL COLORED WATERPROOF TRAFFIC COATING
14	EXTENDED AND ALIGNED SLAB EDGE AS WELL AS UNDERSIDE OF SLAB PAINTED TO MATCH PRECAST CONCRETE COLOR
15	HARDIE PANEL RAINTSCREEN AT SOUTH COMMONS
16	ALUMINUM ROOF RAILING IN SILVER-GRAY PAINTED FINISH WITH BLUE-GREEN TINTED GLAZING
18	CONTINUOUS METAL COVER PANELS IN GRAY-BLACK PAINTED FINISH
19	LAMINATED, CERAMIC-FRIT GLASS CANOPY
20	POWDER COATED METAL PANEL



LAKE MERRITT BLVD ELEVATION (NORTH) ②
1" = 20'-0"



12TH STREET ELEVATION (East) ①
1" = 20'-0"

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1611 TELEGRAPH AVE, SUITE 200
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URBAN CORE DEVELOPMENT, LLC
4050 Piedmont Avenue, Suite 313
Oakland, CA 94611
East Bay Urban Local Development Co.
1525 San Pablo Ave., Suite 200
Oakland, CA 94612

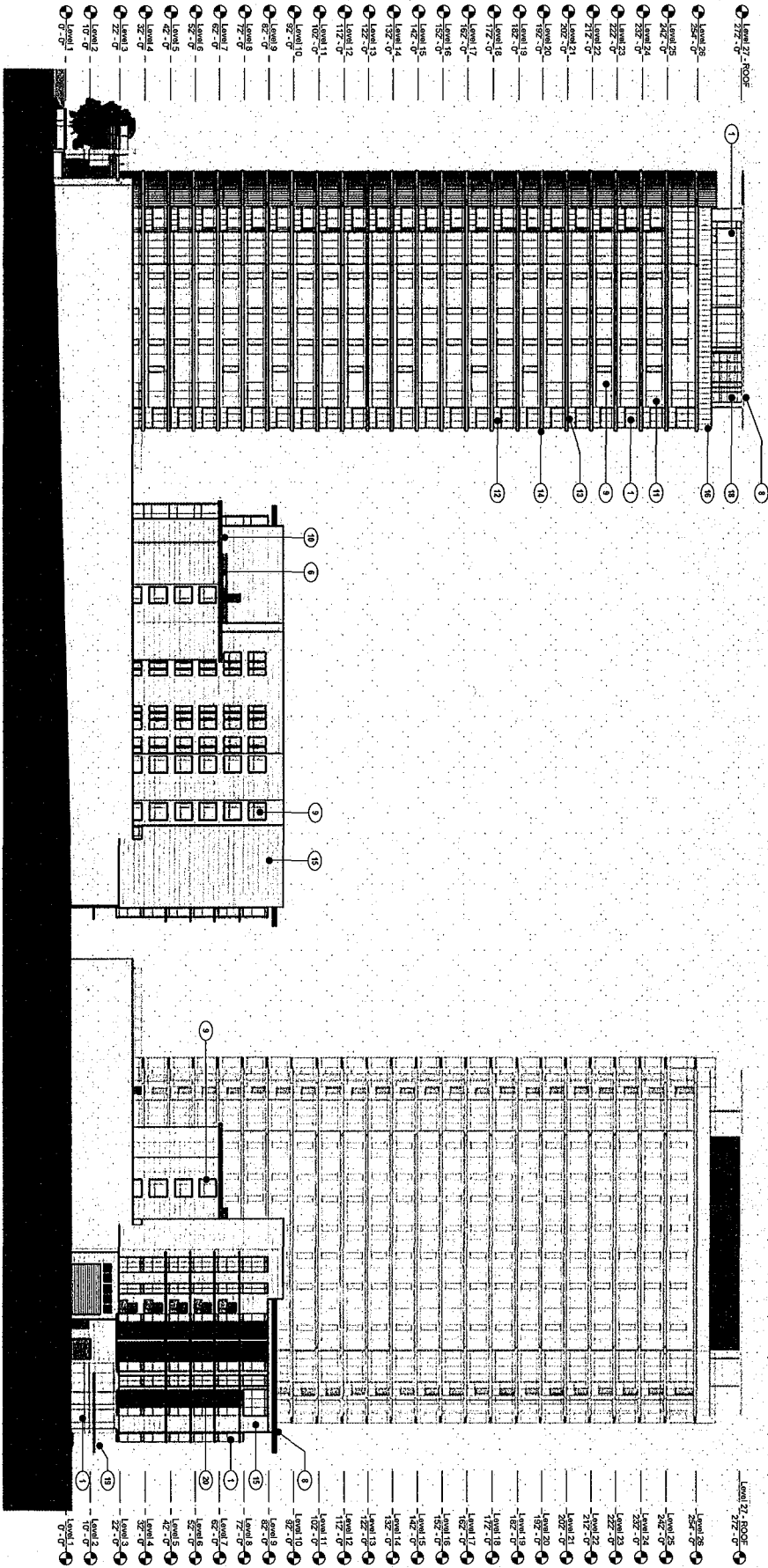
2018 04-20 Design Review

BUILDING ELEVATIONS

JOB NUMBER: HIT
DATE: Issue Date
SCALE: 1" = 20'-0"

PRELIMINARY - NOT FOR CONSTRUCTION

A3.01



West Elevation 2
1" = 20'-0"

South Elevation 1
1" = 20'-0"

NUMBER	GENERAL NOTE	NUMBER	GENERAL NOTE
1	ALUMINUM WINDOW WALL SYSTEM WITH SILVER-GRAY PAINTED FINISH ON INSULATED GLAZING WITH BLUE-GRAY TINT	12	ALUMINUM BALCONY RAILINGS IN SILVER-GRAY PAINTED FINISH WITH BLACK POWDER COATING FOR INTERIOR
2	ALUMINUM WINDOW WALL SYSTEM WITH SILVER-GRAY PAINTED FINISH AT SLAB EDGE	13	BLACK POWDER COATING FOR INTERIOR
3	ALUMINUM WINDOW WALL SYSTEM WITH SILVER-GRAY PAINTED FINISH AT SLAB EDGE	14	EXTENDED AND ALIGNED SILVER-GRAY PAINTED FINISH AT SLAB EDGE
4	ALUMINUM WINDOW WALL SYSTEM WITH SILVER-GRAY PAINTED FINISH AT SLAB EDGE	15	ALUMINUM WINDOW WALL SYSTEM WITH SILVER-GRAY PAINTED FINISH AT SLAB EDGE
5	ALUMINUM WINDOW WALL SYSTEM WITH SILVER-GRAY PAINTED FINISH AT SLAB EDGE	16	ALUMINUM WINDOW WALL SYSTEM WITH SILVER-GRAY PAINTED FINISH AT SLAB EDGE
6	ALUMINUM WINDOW WALL SYSTEM WITH SILVER-GRAY PAINTED FINISH AT SLAB EDGE	17	ALUMINUM WINDOW WALL SYSTEM WITH SILVER-GRAY PAINTED FINISH AT SLAB EDGE
7	ALUMINUM WINDOW WALL SYSTEM WITH SILVER-GRAY PAINTED FINISH AT SLAB EDGE	18	ALUMINUM WINDOW WALL SYSTEM WITH SILVER-GRAY PAINTED FINISH AT SLAB EDGE
8	ALUMINUM WINDOW WALL SYSTEM WITH SILVER-GRAY PAINTED FINISH AT SLAB EDGE	19	ALUMINUM WINDOW WALL SYSTEM WITH SILVER-GRAY PAINTED FINISH AT SLAB EDGE
9	ALUMINUM WINDOW WALL SYSTEM WITH SILVER-GRAY PAINTED FINISH AT SLAB EDGE	20	ALUMINUM WINDOW WALL SYSTEM WITH SILVER-GRAY PAINTED FINISH AT SLAB EDGE
10	ALUMINUM WINDOW WALL SYSTEM WITH SILVER-GRAY PAINTED FINISH AT SLAB EDGE		
11	ALUMINUM WINDOW WALL SYSTEM WITH SILVER-GRAY PAINTED FINISH AT SLAB EDGE		

A3.02

DATE: 11/20/24
SCALE: 1" = 20'-0"

DESIGNED BY: [Name]
DRAWN BY: [Name]

LAKEHOUSE COMMONS

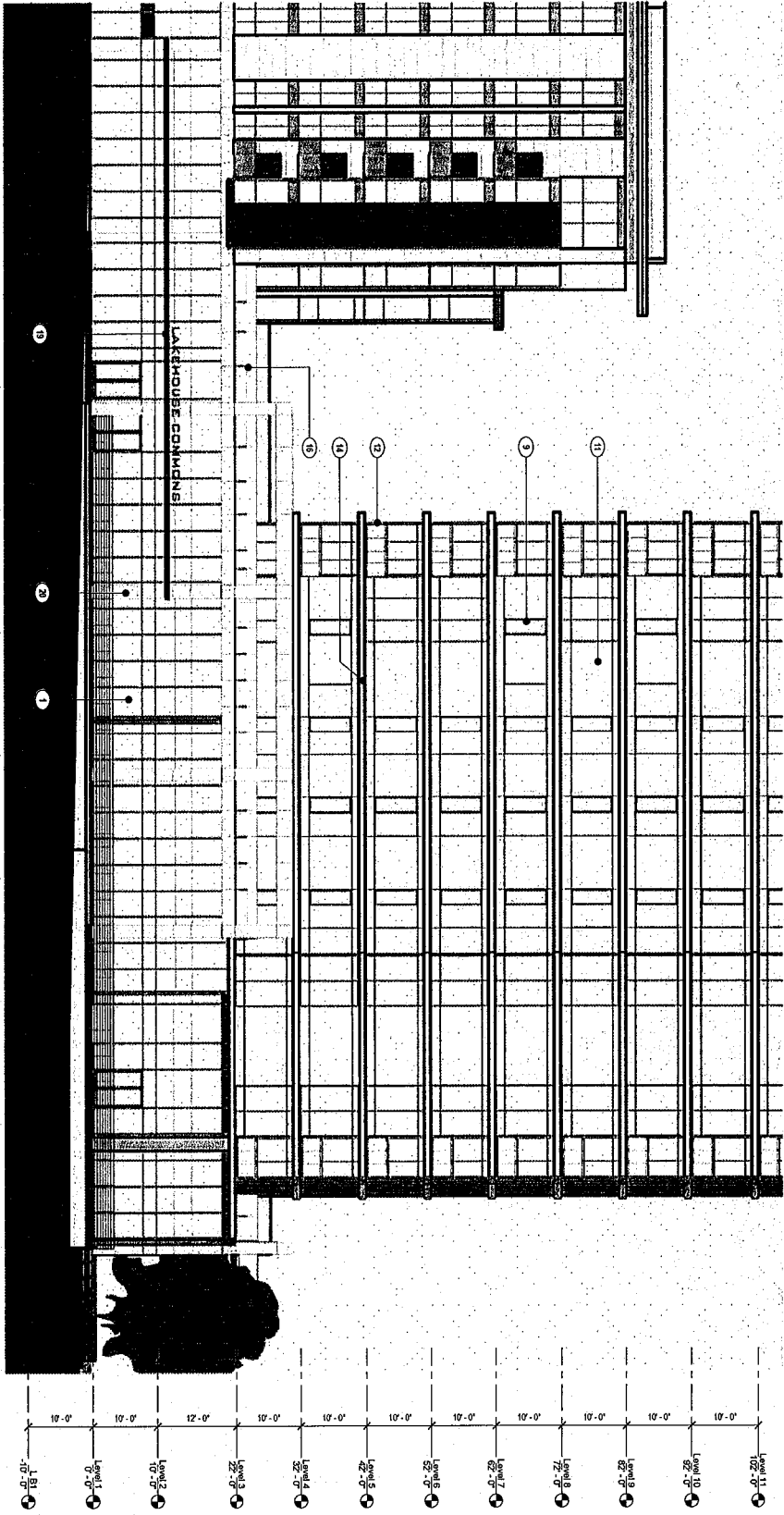
E 12th Street and Lake Merritt Boulevard, Oakland CA

PYATOK

705 18th Street, Suite 200
San Diego, CA 92101
Tel: 619.444.8888
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ARCHITECT: [Name]
DATE: 11/20/24
SCALE: 1" = 20'-0"

ELEVATION GENERAL NOTES	
1	GENERAL NOTE
2	GENERAL NOTE
3	GENERAL NOTE
4	GENERAL NOTE
5	GENERAL NOTE
6	GENERAL NOTE
7	GENERAL NOTE
8	GENERAL NOTE
9	GENERAL NOTE
10	GENERAL NOTE
11	GENERAL NOTE
12	GENERAL NOTE
13	GENERAL NOTE
14	GENERAL NOTE
15	GENERAL NOTE
16	GENERAL NOTE
17	GENERAL NOTE
18	GENERAL NOTE
19	GENERAL NOTE
20	GENERAL NOTE



LEVEL	ELEVATION
Level 11	102'-0"
Level 10	92'-0"
Level 9	82'-0"
Level 8	72'-0"
Level 7	62'-0"
Level 6	52'-0"
Level 5	42'-0"
Level 4	32'-0"
Level 3	22'-0"
Level 2	10'-0"
Level 1	0'-0"
	1'-5 1/2"

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LAKEHOUSE COMMONS

E 12th Street and Lake Merritt Boulevard, Oakland CA

ARCHITECT: PYATOK ARCHITECTS, LLC
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 510.465.7010 | 510.465.8571
 www.pyatok.com

ENGINEER: JAMES LAMBERT DEVELOPMENT CO.
 1011 TELEGRAPH AVENUE, SUITE 200
 OAKLAND, CA 94612

DATE: 08/20/2014
 DRAWING NO.: A3.03

A3.03

ENLARGED STREET LEVEL

DATE: 08/20/2014
 DRAWING NO.: A3.03
 SCALE: 1/8" = 1'-0"

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AVP Station
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LAKEHOUSE COMMONS
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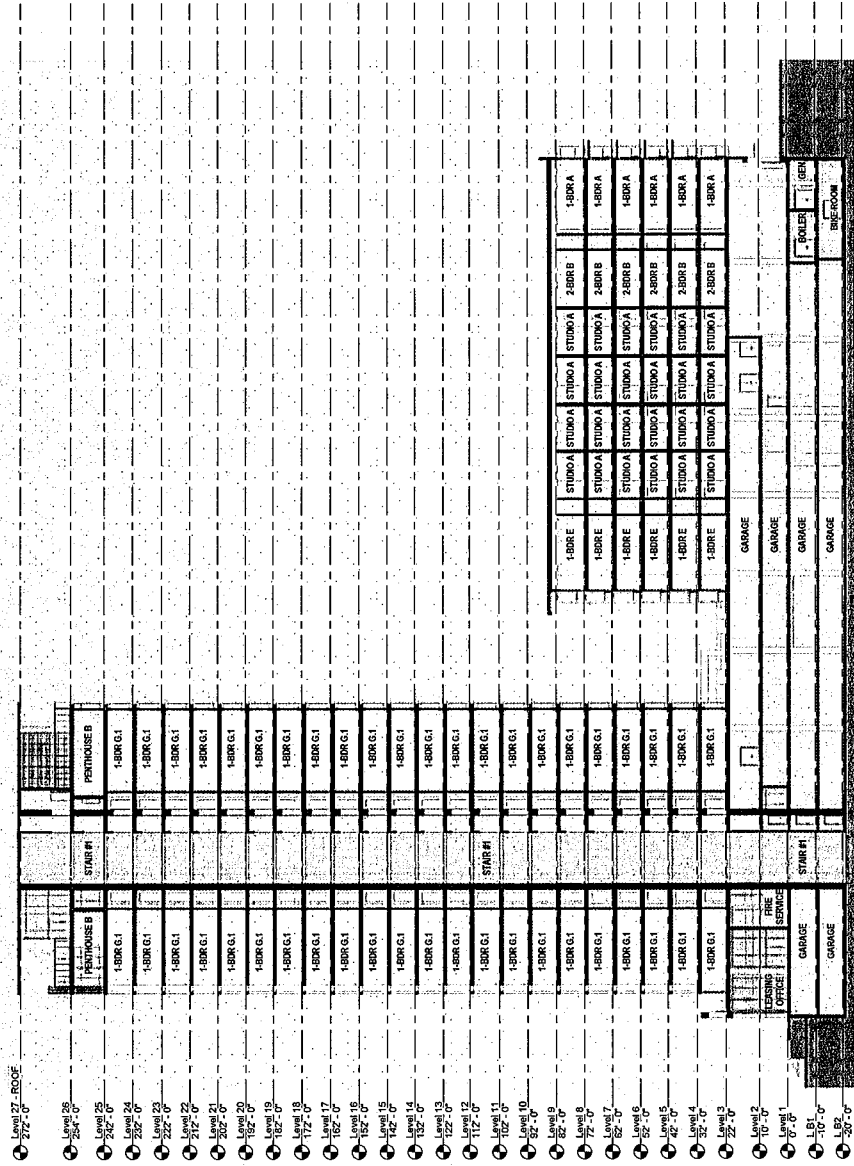
URBAN CORE DEVELOPMENT, LLC
 3001 12th Street, Suite 113
 Oakland, CA 94611
 East Bay Area Local Development Co.
 1100 15th Street, Suite 200
 Oakland, CA 94612
 946.643.0121 - Design Review

BUILDING SECTION

NO. AND NAME:
 DATE:
 SCALE: 1" = 20'-0"

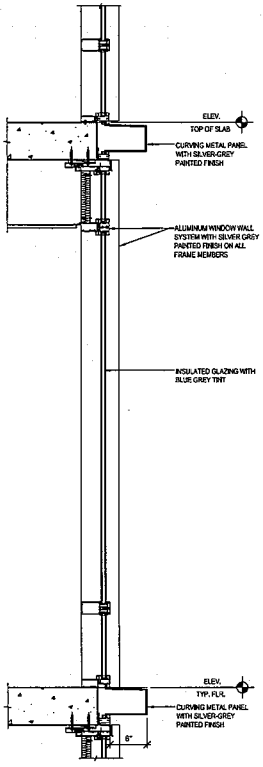
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A3.04

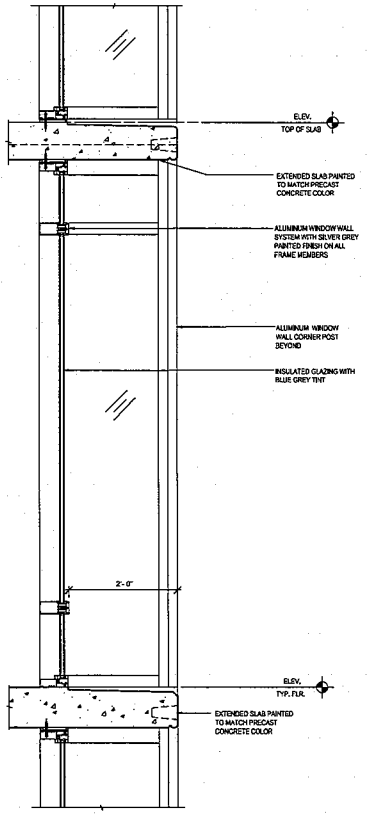


NORTHSOUTH BUILDING SECTION 1
 1" = 20'-0"

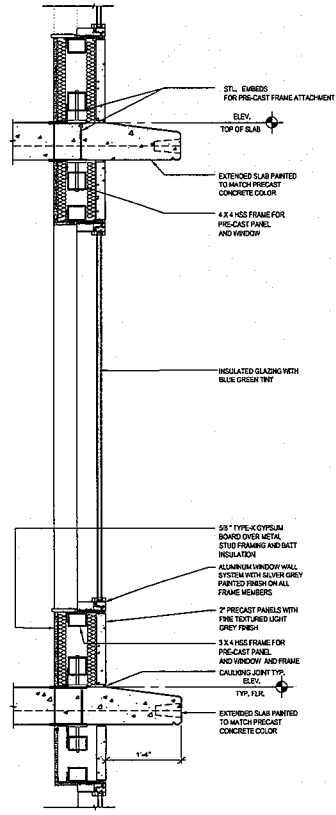
The project includes the proposed excavation of 2' below current grade, resulting in the excavation of 1,005,900 SF of earth from the 0.25333% slope.



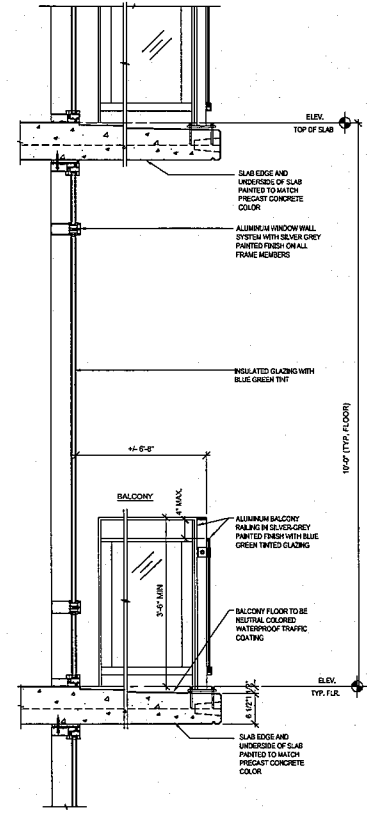
1 WINDOW WALL @ NORTH ELEVATION
A4.01 1" = 1'-0"



2 WINDOW WALL AT RECESS AT NORTH ELEVATION
A4.01 1" = 1'-0"



3 WINDOW AT PRE-CAST PANEL AT SOUTH, EAST, WEST ELEVATIONS
A4.01 1" = 1'-0"



4 WINDOW WALL AT BALCONY AT EAST, WEST ELEVATIONS
A4.01 1" = 1'-0"

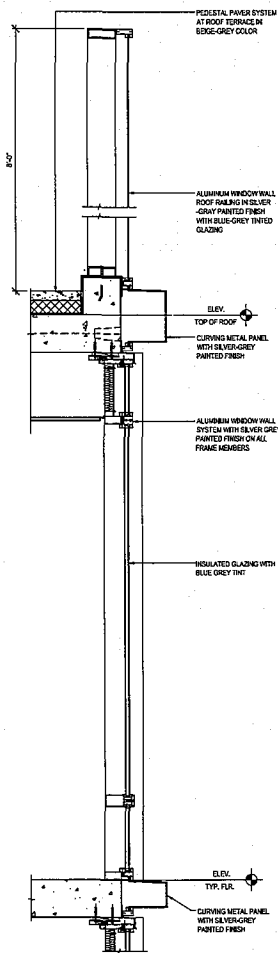
URBAN CORE DEVELOPMENT, LLC
4096 Piedmont Avenue, Suite 313
OAKLAND, CA 94611
East Bay Area Local Development Co.
3025 San Pablo Ave., Suite 250
OAKLAND, CA 94612

2016.04.15 Design Review Permits Set

WALL SECTIONS

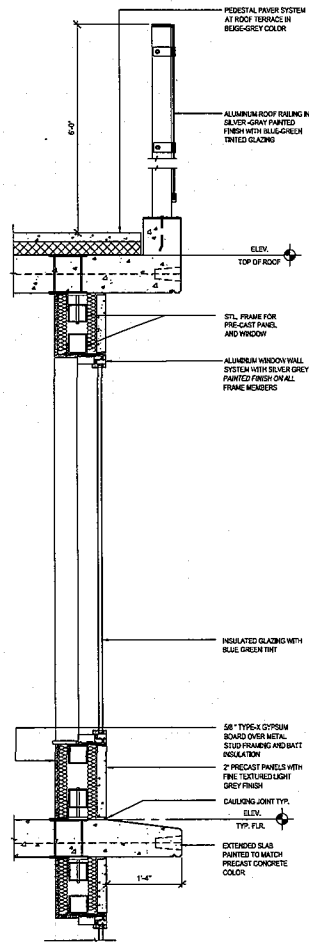
JOB NUMBER: 1807
DATE: 2016.04.15
SCALE: 1" = 1'-0"

PRELIMINARY - NOT FOR CONSTRUCTION



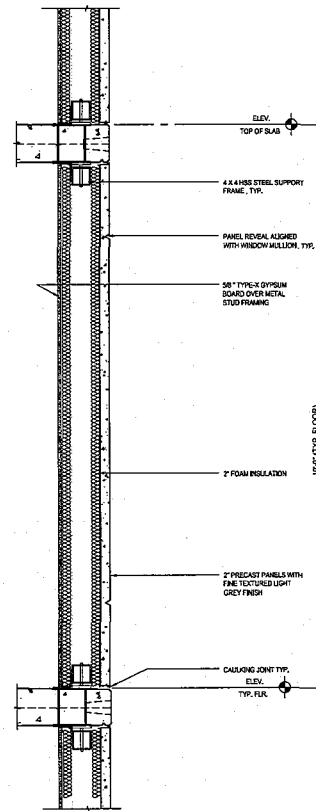
5
A4.02
1" = 1'-0"

**WINDOW AT PARAPET
AT NORTH ELEVATION**



6
A4.02
1" = 1'-0"

**WINDOW ROOF PARAPET
AT EAST, WEST, SOUTH ELEVATIONS**



7
A4.02
1" = 1'-0"

**TYPICAL WALL PANEL
AT EAST ELEVATION**

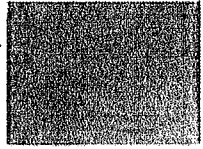
**WALL
SECTIONS**

JOB NUMBER: 1807
DATE: 2/16/2016
SCALE: 1" = 1'-0"

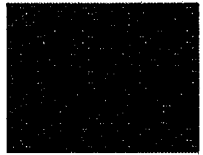
PRELIMINARY - NOT FOR CONSTRUCTION



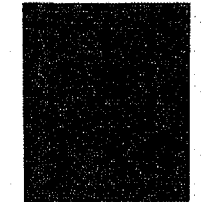
6 Basic Panel Zirconium



5 A-Aluminum Window Wall B-Panels Aluminum



4 Painted Concrete Finish



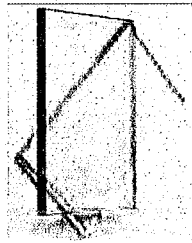
3 In-Cast Concrete Panel



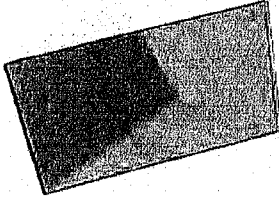
2 Opaque Photovoltaic Panels



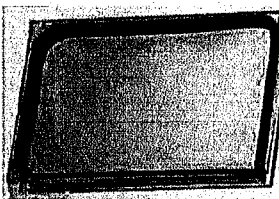
1 Transparent Photovoltaic Panels



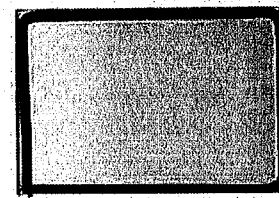
10 Glazing Panel



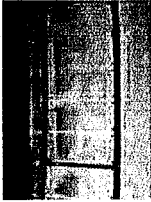
9 Glazing Panel



8 Insulated Glazing



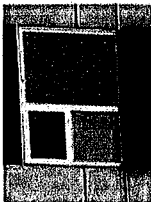
7 Insulated Glazing



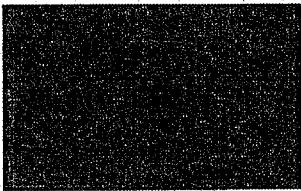
13 Ceramic Fill Glass Canopy Powder Coated Aluminum Framing



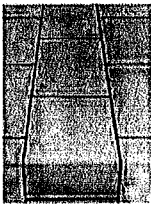
12 Framelast Glass Enclosure



11 Aluminum Soffit/Sealed Windows



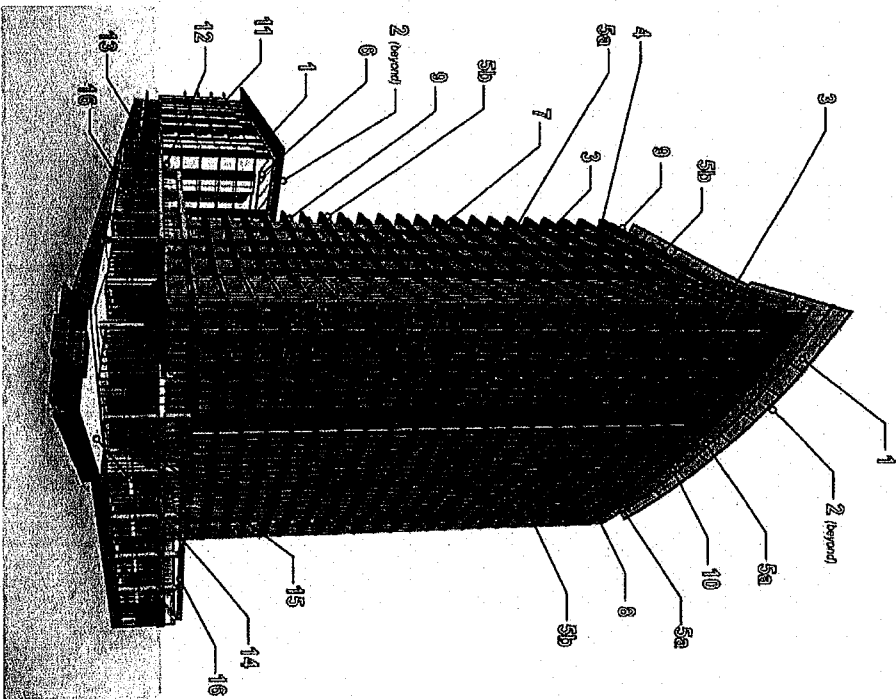
14 Polished Linerstone



16 Metal Panels Powder Coated



15 Aluminum Window Wall



PRATOK
1811 TELEGRAPH AVE. SUITE 200
OAKLAND, CA 94612
510.465.7010 | 510.465.6575
www.pratok.com

ANDY STUBBS
703 18th Street, Suite 200
San Diego, CA 92101
Phone | (619) 704-2700
Web | www.andystubbs.com

LAKEHOUSE COMMONS
E 12th Street and Lake Merritt Boulevard, Oakland CA

WILSON JOINT DEVELOPMENT, LLC
1000 17th Street, Suite 211
Oakland, CA 94612
Phone | (415) 778-1000
Fax | (415) 778-1000
www.wilson-joint.com

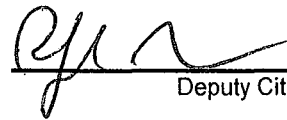
Materials Board

DATE: 11/10/10
SCALE: 1/8"=1'-0"

A5.01

2016 JUN 17 AM 9: 37

Approved as to Form and Legality


Deputy City Attorney

ORDINANCE NO. _____ C.M.S.

AN ORDINANCE: (1) AUTHORIZING THE CITY ADMINISTRATOR, WITHOUT RETURNING TO THE CITY COUNCIL, TO NEGOTIATE AND EXECUTE A DISPOSITION AND DEVELOPMENT AGREEMENT AND RELATED DOCUMENTS BETWEEN THE CITY OF OAKLAND AND URBANCORE DEVELOPMENT, LLC OR ITS RELATED ENTITIES OR AFFILIATES (“URBANCORE”), AND EAST BAY ASIAN LOCAL DEVELOPMENT CORPORATION OR ITS RELATED ENTITIES OR AFFILIATES (“EBALDC”), FOR (A) SALE OF THE 12TH STREET REMAINDER PARCEL LOCATED AT E12TH STREET AND 2ND AVENUE (“PROPERTY”) FOR NO LESS THAN \$8.0 MILLION, (B) A SELLER CARRYBACK LOAN FROM THE CITY TO EBALDC IN THE AMOUNT OF \$3.3 MILLION PLUS THE COST OF LOAN ORIGINATION, AND (C) DEVELOPMENT OF THE PROPERTY AS A RESIDENTIAL MIXED-USE PROJECT, ALL OF THE FOREGOING DOCUMENTS TO BE IN A FORM AND CONTENT SUBSTANTIALLY IN CONFORMANCE WITH THE TERM SHEET ATTACHED AS EXHIBIT A, AND; (2) ADOPTING CEQA EXEMPTIONS (15183 & 15183.3) AND ADDENDUM (RELYING ON THE PREVIOUSLY CERTIFIED 2014 LAKE MERRITT STATION AREA PLAN EIR)

WHEREAS, the City owns approximately 0.925 acres of land bounded by East 12th Street to the east, Second Avenue and property owned by the Oakland Unified School District to the south, newly created open space to the west, and Lake Merritt Boulevard to the north (the “Property”), identified as Assessor Parcel Number 19-27-14 and commonly known as the 12th Street Remainder Parcel; and

WHEREAS, the Property was previously public right-of-way for that portion of E. 12th Street situated between 1st and 2nd Avenue; and

WHEREAS, on July 14, 2015, the City issued a Notice of Offer and Intent to Convey the Property (“Notice”) to potential developers; and

WHEREAS, the City received five (5) responses to the Notice; and

WHEREAS, Oakland Municipal Code Section 2.42.170 sets forth the following factors, in addition to price, that the City may consider in evaluating development proposals on City-owned property:

1. The value of the proposed use of the real property to the community and the City as a whole,
2. The compatibility of the proposed development and use with current zoning and community plans applicable to the real property,
3. The compatibility of the proposed development and use with the character of the surrounding neighborhood,
4. The experience, capacity and financial resources of the proposed developer,
5. The quality of the project design,
6. The environmental sustainability of the proposed development,
7. Community and public objectives achieved by the proposed development, such as creating jobs, expanding the tax base, providing other fiscal benefits, providing needed commercial or social services, providing or improving needed infrastructure, improving or preserving the stock of housing affordable to low and moderate income households, eliminating physical or economic blight, and contributing to the economic vitality of the neighborhood, and
8. Other factors, as the City Administrator deems applicable; and

WHEREAS, the City has considered these factors in evaluating the development proposals submitted in response to the Notice; and

WHEREAS, since the Property is being sold for development for a particular use to promote the economic development, housing, environmental, and community development goals of the City, the Property is not “surplus” property of the City; and

WHEREAS, the City Council authorized an Exclusive Negotiating Agreement (ENA) between the City and UrbanCore and EBALDC (collectively, “Developer”) based on a \$4.7 million land payment offer, for the purposes of developing a project proposal for the Property, completing California Environmental Quality Act (CEQA) review, and negotiating the terms and conditions of a Disposition and Development Agreement (DDA) (Reso No. 86056 C.M.S.); and

WHEREAS, a April 2016 appraisal conducted by Yovino & Young concluded the as-is Fair Market Value (FMV) of the land is \$8.0 million, considering the highest and best use of the Property; and

WHEREAS, Developer is offering to pay a purchase price of \$8.0 million for the Property, comprised of a \$4.7 million payment in cash and a seller carryback loan from the City to EBALDC in the amount of \$3.3 million plus the City's 2.5% loan origination fee (the "City Loan"); and

WHEREAS, the City Loan shall be evidenced by a promissory note in the amount of the City Loan and shall be secured by a deed of trust on the portion of the Property conveyed to EBALDC; and

WHEREAS, the City desires to continue funding affordable housing to further its planning goals and to comply with the regional Sustainable Communities Strategy and the Regional Housing Needs Allocation; and

WHEREAS, City is offering the City Loan to EBALDC to finance EBALDC's acquisition of a portion of the Property for the purpose of providing housing affordable to persons and families of low- or moderate- income; and

WHEREAS, the City Loan shall bear zero percent interest over a 55-year term; and

WHEREAS, Developer is proposing to build a mixed-use residential project that conforms to the zoning regulations under the Lake Merritt Station Area Plan and consists of the following minimum unit and square footage amounts: 361 residential units (with at least 90 of the units to be affordable to lower income households for a period of at least 55 years, and an additional 18 units to be affordable to moderate income households for the same period); and 5,000 square feet of ground floor commercial/community space, all as further described in the Term Sheet attached as Exhibit A (the "Term Sheet")) and incorporated herein by this reference (the "Project"); and

WHEREAS, staff is recommending an appropriation of no more than \$300,000 from land sales proceeds for a Community Benefits Program as described in the Term Sheet; and

WHEREAS, a Disposition and Development Agreement ("DDA") will set forth the terms and conditions under which the City will sell the Property to Developer and by which Developer will construct improvements to the Property; and

WHEREAS, the City will have a continuing proprietary interest in the Project under the DDA in the form of its right to repurchase the Property in the event of a Developer default, and therefore will have an ongoing economic interest in ensuring that the Project is timely completed at minimal cost; and

WHEREAS, it is therefore in the economic interest of the City to ensure cooperation between the Developer and the construction trade unions and to avoid acrimonious and protracted labor/management conflicts in order to minimize delays in Project completion and avoid unnecessary Project costs; and

WHEREAS, in accordance with the requirements of the Term Sheet, the DDA will therefore require that the Developer have entered into a binding project labor agreement for the Project as a condition to conveyance of the Property; and

WHEREAS, the City Council adopted a Resolution in December 2014 to establish a general policy to lease rather than sell City property (Reso No. 85324 C.M.S.); and

WHEREAS, the City Administrator is recommending a sale of the Property instead of a ground lease in this case because a sale is necessary to promote the economic development and housing goals of the City for the reasons set forth in the Agenda Report for this item; now therefore

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

SECTION 1. The City Council hereby finds and determines, pursuant to Resolution No. 85324 C.M.S., that it is in the best interests of the City to sell rather than lease the Property for the reasons described in the Agenda Report for this item, and hereby authorizes the conveyance of the Property to the Developer pursuant to the terms of the documents described in Section 15 hereof for the purchase price of \$8 million.

SECTION 2. The City Council hereby finds and determines that the process by which the City has solicited and considered the development proposals and negotiated with interested entities has met the requirements of the California Surplus Lands Act and the Oakland Municipal Code Section 2.42.170.

SECTION 3. The City Council hereby finds and determines, based on the appraisal conducted by Yovino & Young, as follows: (a) the portion of the Property being conveyed to UrbanCore is being conveyed at its fair market value, and the City is not granting any economic development subsidy to the UrbanCore project; and (b) the portion of the Property being conveyed to EBALDC is being conveyed at its fair reuse value, and such below-market conveyance is justified to make the affordable housing component feasible.

SECTION 4. The City Council authorizes the City Administrator to deposit land sales proceeds up to \$4,700,000, including the "good faith deposit" in the amount of \$50,000, into the General Purpose Fund (1010), Real Estate Services Organization (85231), Sale of Land (48111), Non-Project (0000000), Real Estate Program (PS32).

SECTION 5. The City Council authorizes that no more than \$300,000 from land sale proceeds be appropriated for a Community Benefits Program (to be established) as further described in Term Sheet (Item 30, Attachment C).

SECTION 7. The City Council directs the City Administrator to include the balance of land sales proceeds, totaling \$4,400,000, in the FY 2016-17 Midcycle Budget for Council consideration and appropriation.

SECTION 8. The City Council hereby authorizes the City Administrator to provide a seller carryback loan to EBALDC or an affiliated entity approved by the City Administrator in the amount of \$3,382,500 (i.e., the \$3.3 million loan plus the City's 2.5% loan origination fee).

SECTION 9. The City Loan shall be booked as due to the Affordable Housing Trust Fund (Fund 1870).

SECTION 10. The City Loan shall be for a maximum term of 55 years, with an interest rate of zero percent per year, with repayment to the City from surplus cash flow from the Project and other available funds during the term of the loan with the balance due at the end of the term, or on such other repayment terms and schedule as the City Administrator or his/her designee determines are in the best interests of the City and the Project.

SECTION 11. As a condition of the loan, the City will require that appropriate restrictions on Project occupancy, rents, and operations be recorded against Project improvements consistent with the provisions of the Term Sheet.

SECTION 12. The loan shall be secured by a deed of trust on the portion of the Project land and/or improvements conveyed to EBALDC.

SECTION 13. The making of the loan shall be contingent on and subject to such other appropriate terms and conditions as the City Administrator or his/her designee may establish.

SECTION 14. With respect to the EBALDC parcel, the City Council hereby authorizes the City Administrator or his/her designee in his/her discretion to subordinate the priority of the City's deed of trust and/or recorded restrictions to a lien or encumbrance of another private or governmental entity providing financial assistance to the Project, if the City Administrator or his or her designee determines that (1) an economically feasible alternative method of financing the Project on substantially comparable terms and conditions but without subordination is not reasonably available, (2) the City's investment in the Project in the event of default is reasonably protected, and (3) subordination is in the best interests of the City.

SECTION 15. The City Council hereby authorizes the City Administrator or his/her designee, without returning to the City Council, to negotiate and execute: (1) a Disposition and Development Agreement and related documents with the Developer, for the sale and development of the Property, all of the foregoing documents to be in a form and content substantially in conformance with the Term Sheet; (2) grant deeds and any other agreements or documents as necessary to convey the Property to the Developer including, without limitation, the grant of any easement(s), covenants, or similar interests to Developer regarding City-owned open space adjacent to the Property for maintenance and other uses as negotiated by the City Administrator pursuant to the general provisions of Term Sheet Item 27; (3) promissory notes, deeds of trust and any other loan documents necessary to effectuate the City Loan, (4) such other additions, amendments or other modifications to any of the foregoing documents that the City Administrator, in consultation with the City Attorney's Office, determines are in the best interests of the City, do not materially increase the obligations or liabilities of the City, and are necessary or advisable to complete the transactions contemplated by this Ordinance, to be conclusively evidenced by the execution and delivery by the City Administrator of any such amendments; and (5) such other documents as necessary or appropriate, in consultation with the City Attorney's Office, to facilitate the sale and development of the Property in order to consummate the transaction in accordance with this Ordinance, or to otherwise effectuate the purpose and intent of this

Ordinance and its basic purpose.

SECTION 16. The City Administrator, without returning to the City Council, shall determine satisfaction of conditions precedent to the conveyance of the Property to the Developer.

SECTION 17. All agreements associated with the Property and the Project shall be reviewed and approved as to form and legality by the City Attorney's Office prior to execution by the City, and shall be placed on file with the City Clerk.

SECTION 18. The City Council finds and determines that the anticipated environmental effects of the project have been evaluated by the Lake Merritt Station Area Plan Final Environmental Impact Report (Final EIR) (certified November 2014) and an Addendum thereto per CEQA Guidelines Section 15164 and, as supported by substantial evidence in the record, no further environmental review is required for sale of the Property and the development of the Project. As separate and independent bases, the sale of Property and development of the Project are Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15183 of the State CEQA Guidelines (Projects consistent with a Community Plan, General Plan or Zoning); and Section 15183.3 of the State CEQA Guidelines (Streamlining for Infill Projects).

SECTION 19. The City Administrator or his/her designee is hereby authorized to file a notice of determination with the Office of the Alameda County Recorder and the State Office of Planning and Research, and to take any other action necessary in furtherance of the Project, consistent with this Ordinance and its basic purposes.

SECTION 20. The record before this Council relating to this Ordinance includes, without limitation, the following:

- A. All staff reports, decision letters and other documentation and information produced by or on behalf of the City, including without limitation the Planning Commission Report and all notices relating to this Ordinance and the DDA;
- B. All oral and written evidence received by City staff and the City Council before and during the consideration of this Ordinance, including without limitation the Planning Commission consideration of general plan conformity; and
- C. All matters of common knowledge and all official enactments and acts of the City, such as (1) the General Plan; (2) the Oakland Municipal Code, without limitation, the Oakland real estate regulations; (3) the Oakland Planning Code; (4) other applicable City policies and regulations; and (5) all applicable state and federal laws, rules and regulations.

SECTION 21. The custodians and locations of the documents or other materials which constitute the record of proceedings upon which the City Council's decision is based are respectively (a) the Project Implementation Division, 250 Frank Ogawa Plaza, 5th Floor, Oakland, CA; (b) Planning and Building Department, 250 Frank Ogawa Plaza, 3rd Floor, Oakland, CA; and (c) the Office of the City Clerk, 1 Frank Ogawa Plaza, 1st Floor, Oakland, CA.

SECTION 22. The recitals contained in this Ordinance are true and correct and are an integral part of the Council's decision.

SECTION 23. The Ordinance shall be in full force and effect immediately upon its passage as provided by Section 216 of the City Charter if adopted by at least six members of Council, or upon the seventh day after final adoption if adopted by fewer votes.

IN COUNCIL, OAKLAND, CALIFORNIA, _____ 2016

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, CAMPBELL WASHINGTON, GALLO, GUILLEN, KALB, KAPLAN, REID, and
PRESIDENT GIBSON McELHANEY

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____

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

EXHIBIT A
TERM SHEET

(attached)

EXHIBIT A

**DDA TERM SHEET
12TH ST REMAINDER PARCEL**

Draft as of June 15, 2016

Note- This nonbinding term sheet shall serve as the basis for the negotiations of a detailed final Disposition and Development Agreement (DDA) between City staff and the Developer. The terms hereof are not binding on the City unless and until the Developer and the City Administrator, pursuant to City Council authorization, have executed a mutually acceptable disposition agreement for the proposed project.

1	OWNER	City of Oakland
2A	DEVELOPER	UrbanCore Development, LLC, a California limited liability company (“UrbanCore”), or a related entity controlled by UrbanCore, and East Bay Asian Local Development Corporation, a California nonprofit public benefit corporation (“EBALDC”), or a related entity controlled by EBALDC (collectively, “Developer”).
2B	COMPLETION GUARANTY	<p>Developer to provide City a Completion Guaranty as a condition to closing. Guarantor must be a financially strong entity with significant assets or capital sufficient to complete the Project, pursuant to criteria set forth in the DDA and acceptable to the City in its sole and absolute discretion. The Guarantor shall guarantee project completion, as determined by City. Developer will identify the Guarantor within 150 days after DDA approval.</p> <p>A “Form of Guaranty” will be included as an attachment to the DDA and will need to be executed by the City-approved guarantor at close of escrow.</p>

2C	OWNERSHIP STRUCTURE	<p>UrbanCore and EBALDC will create and prepare for recording a subdivision map of the Property that creates a two-unit condominium, governed by Conditions, Covenants & Restrictions (CC&Rs). The City will record the map and sell one condo unit to UrbanCore or a related entity controlled by UrbanCore (the “UrbanCore Condo” and the second condo unit to EBALDC or a related entity controlled by EBALDC (the “EBALDC Condo”). Each condo unit owner will solely own a fee interest in the improvements wholly within the unit; in addition, that owner will hold an undivided common interest in the land beneath the two condo units <u>and</u> the improvements that are to be jointly managed and maintained. A “master association” will be established to govern the common interest business of the two owners under the terms of the CC&Rs.</p> <p>The full project will be built as a “Common Interest Development”: UrbanCore (or a related entity) will develop, own, and manage the market-rate project in the UrbanCore Condo (which will include 18 units affordable to moderate income households); EBALDC (or a related entity) will develop, own and manage the 100% affordable project in the EBALDC Condo (90 units affordable to lower income households).</p>
2D	SUBDIVISION INSTRUMENTS	<p>City, in its proprietary (and not regulatory) capacity, and the Developer will cooperate in the preparation of a vesting tentative map, final map and condominium plan (“Subdivision Instruments”) at the Developer’s cost, which shall subdivide the Project into a condominium development consisting of two condominiums: the affordable housing element in the EBALDC Condo, which consists of an approximately 8-9 story tower with 91 residential units; and the market-rate element in the UrbanCore Condo, which consists of a 26-27 story tower with 270 residential units.</p> <p>See <u>Attachment A</u> which identifies developer, ownership and management of the various non-residential spaces.</p> <p>The parties’ approval of the Subdivision Instruments shall be a precondition to the City’s obligation to convey the Property and to the Developer’s obligation to purchase the Property.</p>

3	PROPERTY	Approximately 0.92-acre of property located on the southeastern edge of the Lake Merritt district in the City of Oakland, Alameda County. The triangular parcel is generally bounded by Lake Merritt Boulevard to the north, East 12 th Street to the east, 2nd Avenue and a vacant building formerly occupied by the Oakland Unified School District (OUSD) to the south, and a recently re-vegetated 0.91-acre City park/water treatment basin installed as part of the East 12th Street Reconstruction Project and Lake Merritt Channel to the west. Lake Merritt is located immediately to the north of the site across Lake Merritt Boulevard.
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4	<p>PROJECT DESCRIPTION</p>	<p><u>Short version</u></p> <p>The Project will consist of residential and commercial development per the following minimum unit and square footage amounts: approximately 361 residential units; 5,000 square feet of ground floor commercial space, including community space (referred to as “The Commons”). At least 90 of the units to be affordable to lower income households for a period of at least 55 years, and additional 18 units to be affordable to moderate income households for the same period. These affordable units will be subject to a Regulatory Agreement with an affordability term of 55 years and will remain rental when other residential units are sold as condominiums.</p> <p><u>Long version</u></p> <p>Approximately 361 residential units total in two distinct buildings sharing a common entrance and garage: 8-9 story mid-rise (i.e., the EBALDC Condo) includes 90 units targeting households at or below 60% of AMI, plus one manager’s unit for a total of 91 units; and a 26-27 story tower (i.e., the UrbanCore Condo) includes 270+ units, at least 18 of which will be rent-restricted for households at several income levels between 80% to 120% of AMI. These affordable units will be subject to Regulatory Agreements with an affordability term of 55 years and will remain rental when other units are sold as condominiums. There will be approximately 2,000 sq. ft. of ground floor retail, 3,000 sq. ft. of ground floor community space (referred to as “The Commons”), and courtyard open space at the podium terrace. In addition, the buildings will include meeting spaces, leasing offices, exercise rooms and outdoor terraces at the podium and roof levels that will be shared and accessible to all residents of the two buildings. The parking garage will consist of approximately 242-320 total spaces on four levels: two levels below grade, one level at grade, and one level above grade.</p> <p>See Item#29B for details on the affordability levels for the affordable units; and <u>Attachment A</u> for details on the location, ownership, management responsibility and resident access to the non-residential spaces.</p>
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5	PURCHASE PRICE	\$8.0 million based on a Fair Market Value Appraisal Report (April 2016) considering the highest and best use of the property in as-is condition. UrbanCore will pay the City \$4.7 million in cash at closing for the UrbanCore Condo. The City Administrator will appropriate \$300K (of the \$4.7million in land sale proceeds) to fund a Community Benefits Program. The \$3.3 million purchase price for the EBALDC Condo will be financed through a seller carryback loan from the City to EBALDC (or a related entity controlled by EBALDC). (See Attachment B for terms of the loan)
6	TERMS OF PAYMENT/ CLOSING	The \$4.7million payment (which includes the \$300,000 payment to fund the community benefits program) will be due to the City and payable in cash submitted into escrow 3 business days before close of escrow. Escrow to close in accordance with the schedule of performance contained herein. (Item #9)
7	GOOD FAITH DEPOSIT	Upon execution of the DDA, Developer will provide a \$50,000 good faith deposit. Subject to the next sentence, said good faith deposit shall be credited to the Purchase Price at closing. If the Developer fails to close the purchase under the DDA terms, unless extended in writing by the City, or for reasons beyond the Developer's control (excepting financial ability), or the Developer otherwise defaults on any obligation under the disposition agreement, the City may retain the Good Faith Deposit as liquidated damages.

8	REPURCHASE OPTION	<p>In addition to all other City remedies for Developer default, and subject to the notice and cure rights described below if (i) construction on the Project does not start within 30 days after close of escrow (or within 24 months after the close of escrow if the closing occurs prior to July of 2017 pursuant to Item # 9 below); or (ii) the Developer fails to diligently continue construction thereafter; or (iii) the Developer does not complete construction within the time period required under the DDA (subject in each case to extension for force majeure), then the City will have the option to repurchase the Property as described below (the “Option”).</p> <p>If the Option is exercised prior to the commencement of construction, the repurchase price will be equal to the Purchase Price. If the repurchase option is exercised after the commencement of construction, the City may at its option a) require the Developer at its sole cost to demolish any improvements on the Property and repurchase the Property for the Purchase Price, or b) repurchase the Property with any improvements constructed thereon by the Developer for the Purchase Price plus the fair market value of the improvements. The appraisal process to determine fair market value of the improvements will be set forth in the DDA. Prior to close of escrow, if force majeure individually or cumulatively exceeds 12 months, either party shall have the right to terminate the agreement. Developer shall deposit an executed reversionary grant deed into escrow prior to closing with instructions to deliver the reversionary grant deed to City if City exercises the Option. City’s Option is assignable or transferable in its sole and absolute discretion.</p> <p>There will be a 30 day notice and cure process for any such default, and the cure period will be extended if the default cannot reasonably be cured within such 30-day period and the Developer has commenced and is proceeding diligently with efforts to cure the default; subject, however, to a maximum cure date deadline to be negotiated by the parties.</p> <p>The City will execute and record such instruments as Developer may reasonably request to terminate the Option, at such time as the Option is no longer exercisable in accordance with its terms.</p>
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SCHEDULE OF PERFORMANCE

1. Developer submits 2 years of audited financial statements for each principal and joint venture partner for City review and approval - 6 months after DDA approval and resubmit updates within 30 days prior to close of escrow
2. Developer submits updated and refined Project Proforma (Development Budget & Operating Cash Flow) for City review and approval - 6 months after DDA approval and resubmits updates within 30 days prior to close of escrow
3. Developer submits Financial Plan, including evidence of funds/equity commitments for land acquisition for City review and approval. - 6 months after DDA approval and resubmits updates within 30 days prior to close of escrow
4. Developer identifies the Guarantor and the controlling entity for City approval - 6 months after DDA approval
5. Developer submits Schematic Designs (35%), Design Development (65%), and Construction Designs (90%) - 5, 10, 18 months respectively, after DDA approval
6. Developer submits complete Applications for Building Permits – 18 months after DDA approval
7. Developer finalizes Project Financing: submit evidence of construction and permanent financing and copy of a construction contract; and other sources (which may include equity commitments from investors) - 21 months after DDA approval
8. Developer submits approved Building Permits – 23 months after City approval of DDA.
9. Conveyance/Close of Escrow – Within 30 days following satisfaction of all City conditions to closing but in no event later than 24 months following City approval of DDA. However, within 8 months of DDA approval, Developer may request a waiver of some standard conditions to allow a closing prior to July 1, 2017, to be approved by the City Administrator in his or her sole discretion. The following conditions cannot be waived by the City Administrator: (1) approval of the Subdivision Instruments (2) execution of Completion Guarantee (3) Affordable Housing and Sustainable Communities funding secured or other GAP funding sources necessary for the Affordable Building, (4) 65% Design Development Drawings, and (5) a signed Project Labor Agreement. In the event the City Administrator grants the requested waiver, the parties shall close escrow prior to July 1, 2017.
10. Commence Construction – Within 30 days after close of escrow, unless the Developer requests and the City Administrator grants the waivers described above, in which case the Developer shall commence construction within 24 months after close of escrow.
11. Complete Construction - Within 24 months after construction commencement. Developer may request a 6-month extension of this date, to be approved by the City Administrator, which approval shall not be unreasonably withheld if Developer has demonstrated good faith efforts to Commence and Complete Construction in accordance with the Schedule.
12. Developer may request a 1 month extension of items 3 and 4 above, to be approved by the City Administrator, which approval shall not be unreasonably withheld if Developer has demonstrated progress on items 2 and 5 above.

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Note: Conveyance/Closing of Escrow required by or before June 30, 2017 and compliance with standard City conditions precedent to closing do apply.

10	TITLE INSURANCE	Developer to secure title insurance policy, if desired, at its own cost and expense from Old Republic Title Company. The issuance of a title insurance policy in favor of Developer insuring that Developer is the owner of the fee simple title to the Property, in form and substance acceptable to Developer, and subject only to exceptions that are acceptable to Developer, and containing such endorsements as Developer may require, shall be a condition precedent to Developer's obligations to close on the acquisition of the Property under the DDA.
11	CLOSING COSTS	Developer to pay all escrow fees and closing costs including, without limitation, city and any other county taxes.
12	LIMITATIONS ON PROPERTY RIGHTS	<p>Without limiting Developer's title review contingencies, Developer accepts and acknowledges the Property is subject to deed restrictions and recorded covenants to restrict use of property, as contained in the DDA.</p> <p>Developer to comply with provisions of: 1) the Central District Redevelopment Plan and nondiscrimination provisions of redevelopment law and 2) the Lake Merritt Station Area Plan</p>
13	CONDITION OF PROPERTY AT DELIVERY	<p>Developer agrees to accept the Property "as is" in its current condition without warranty express or implied by the City, including without limitation, with respect to the presence of hazardous materials known or unknown on or near the Property.</p> <p>The soil stored and all other materials on the site due to recent construction activities of the City's Public Works Dept will be removed prior to conveyance to Developer.</p>
14	ENVIRONMENTAL REMEDIATION	<p>Environmental Notice. The City hereby gives notice to the Developer that, to the best of its knowledge and relying on analysis performed by its environmental consultants, there are no Hazardous Materials present on or beneath the Property other than those set forth in those environmental site assessments (ESA) and reports as follows:</p> <ul style="list-style-type: none"> • <i>Phase I ESA, by Adanta, dated 9/1/14</i> • <i>Several soils & geotechnical reports by ESA developed for the E12th Street Reconstruction Project, dating from 2006 to 2009</i> <p>Developer ordered a Phase II site investigation report (prepared by Advantage Environmental Consultants, dated April 19, 2015). The City <u>will not set aside any funds</u> from land sale proceeds related to environmental remediation costs. If dirty soil needs to be removed, Developer will be responsible for paying for the marginal difference between the cost to remove soil and the cost to remove dirty soil.</p>

15	INDEMNIFICATION	Developer shall provide standard commercial hold harmless and defend provisions to the City of Oakland and its employees, officers, directors, shareholders, partners and agents. City and Developer to negotiate the various levels of indemnification as part of the DDA.
16	NO COMMISSION	The parties shall hold each other harmless and defend against any claims for commissions or brokerage..
17	SIGNAGE	Developer may not install or place signage on any existing City street outside the Property or in the public corridor. Developer may install and place signage on the remaining Property in compliance with City codes, or other applicable codes or regulations.
18	STANDARD OF PROPERTY	Developer to maintain the Property and Project in first-class condition and will ensure at no time does the Property violate the City Blight Ordinance.
19	FINAL CONSTRUCTION PLANS (including Public Art)	<p>The Developer and its design consultants must meet or exceed requirements of City's Green Building Ordinance as it pertains to this project.</p> <p>The Final Construction Plans shall include a plan and schedule to incorporate public art into the Project pursuant to Project's Condition of Approvals and Oakland Municipal Code Section 15.70.</p>
20	PAYMENT & PERFORMANCE BONDS	Developer to provide payment and performance bonds in an amount not less than 100% of the Project construction costs, pursuant to the Developer-executed construction contract, only if they are a requirement of the Developer's lender.
21	RIGHT OF ENTRY	Developer to have the right to enter onto the property prior to transfer to conduct any investigation, testing, appraisals and other studies, at Developer's cost, required as part of its due diligence, subject to providing the City with indemnity, insurance and other reasonable conditions to entry.
22	FINANCING	DDA will include an objective standard (experience, size, etc.) of what an "Approved Lender" is, subject to administrative approval. The DDA shall include customary mortgagee protections in favor of any Approved Lender.

23	STANDARD CONDITIONS	DDA to include standard City conditions, including completion guaranty executed on or before the Closing Date; approval by City of financing plan, assignment and transfer, amendments to project and project approvals, copies of all required regulatory approvals, and insurance policies; and default, notice and cure, and termination provisions. Notwithstanding the foregoing, some of these standard conditions will not apply if waived by the City Administrator in his or her sole discretion to allow a closing prior to July 1, 2017, as further described in Item #9.
24	PERMITTED TRANSFERS	<p>Prior to Project completion, Developer shall not have the right to assign or transfer all or any portion of its rights and obligations under the DDA, other than an Affiliate Transfer, without the prior written consent of the City, in the City's sole and absolute discretion.</p> <p>An Affiliate Transfer shall not require consent (but will require notice to and review by City) and shall mean a transfer to an entity or entities for which UrbanCore and EBALDC maintain control as defined in the DDA.</p>
25	CITY EMPLOYMENT PROGRAMS	<p>EBALDC to comply with City's Local Employment Program for Construction of the affordable portion of the Project, , for which EBALDC is receiving the subsidy in the form of a \$3.3 million seller carryback loan on the terms described in <u>Attachment B</u>.</p> <p>For the tower building, UrbanCore will meet a 25% combined goal for local-business (LBE) and small-local-business (SBE) participation</p>
26 A	OFF-SITE IMPROVEMENTS	<p>Developer to be responsible for the cost of off-site improvements proposed to the existing storm water retention basin/open space, owned by the City (0.91 acres), located adjacent to the site.</p> <p>Per the recommendations of Measure DD Coalition, CALM and City staff and as approved by the Parks and Recreation Advisory Commission (Feb 2015), these improvements will include the installation of natural landscaping and will function as a passive open green space consisting mostly of native plantings, groundcover, shrubs and trees.</p>

26 B	CAPITAL IMPROVEMENT	<p>The City’s Capital Improvement Impact Fee (a “CI Requirement”) and Transportation Impact Fee (a “TI Requirement”) apply to the Project.</p> <p>To the extent applicable under the CI Requirement, any amount to be paid by Developer under Item 26A related to the cost to buildout the adjacent open space owned by the City would be credited against the CI Requirement.</p>
27	DEVELOPER MAINTENANCE	<p>Upon Close of Escrow, Developer is responsible for all maintenance within the Property.</p> <p>City will convey one or more easements adjacent to the City open space for an area to-be defined (i.e. temporary construction easement, long term no-build easement, use easement, and maintenance easement, including the outdoor terrace area shown on the Developer’s site plan which encroaches into the City open space area) in consideration for Developer and/or subsequent owner providing on-going maintenance of the open space or the cost for ongoing maintenance of the open space in perpetuity. Developer must provide a guarantor with significant financial ability, as determined by City in its sole and absolute discretion, to guarantee payment/reimbursement to City of “perpetual” maintenance obligation.</p> <p>Open space maintenance standards to be negotiated and captured in easement itself which will be negotiated and agreed to between the Developer and the City.</p> <p>The groundcover will be low maintenance grasses and wildflowers requiring mowing once or twice a year. Temporary irrigation will be used for two or three years to establish the trees and shrubs. All plantings will adhere to Bay friendly practices and adhere to the State’s Water Efficient Landscape Ordinance.</p>
28	PROHIBITION OF GENERATION OF CONDO CONVERSION RIGHTS	<p>The DDA shall include an acknowledgement and agreement by Developer that the Project shall not generate, and the Developer shall not assert, condominium “conversion rights” under Chapter 16.36 of the Oakland Municipal Code. Nothing in the DDA shall limit the Developer’s right to create condominium units on the Project.</p>

29 A	AFFORDABLE HOUSING – CITY IMPACT FEES	<p>The City’s affordable housing impact fee (an “AH Requirement”) applies to the Project.</p> <p>Any payment by Developer of an affordable housing impact fee pursuant to an AH Requirement would be credited against any amount to be paid under Item 29B.</p> <p>If City’s adopted AH Requirement includes an option to provide affordable units onsite, the number of affordable units required by Item 29B shall be reduced by the number of units provided onsite at the same affordability level to meet the AH Requirement.</p>																												
29 B	AFFORDABLE HOUSING	<p>Developer to set aside at least 30% of the total project units (or 108 units of 361) to be affordable to low and moderate income households, subject to Regulatory Agreements with affordability terms of 55 years, as further described below. Such affordable units will remain rental if and when other units are sold as condominiums.</p> <p>55-year Regulatory Agreement for affordable units owned by EBALDC:</p> <table border="1" data-bbox="565 947 1354 1388"> <thead> <tr> <th></th> <th colspan="2">One of the following:</th> </tr> <tr> <th>Income Level</th> <th># of Units (with AHSC funds)</th> <th># of Units (without AHSC funds)</th> </tr> </thead> <tbody> <tr> <td>30% of AMI</td> <td>20</td> <td>0</td> </tr> <tr> <td>50% of AMI</td> <td>10</td> <td>9</td> </tr> <tr> <td>60% of AMI</td> <td>60</td> <td>81</td> </tr> <tr> <td>Total Affordable Units</td> <td>90</td> <td>90</td> </tr> </tbody> </table> <p>In the event the AHSC funds are not approved by December 31, 2016, then the mix of the 90 affordable units would be adjusted to 9 at 50% AMI and 81 units at 60% of AMI.</p> <p>55-year Regulatory Agreement for affordable units to be owned by UrbanCore:</p> <table border="1" data-bbox="565 1677 1166 1948"> <thead> <tr> <th>Income Level</th> <th># of Units</th> </tr> </thead> <tbody> <tr> <td>80% of AMI</td> <td>6</td> </tr> <tr> <td>100% of AMI</td> <td>6</td> </tr> <tr> <td>120% of AMI</td> <td>6</td> </tr> <tr> <td>Total Affordable Units</td> <td>18</td> </tr> </tbody> </table>		One of the following:		Income Level	# of Units (with AHSC funds)	# of Units (without AHSC funds)	30% of AMI	20	0	50% of AMI	10	9	60% of AMI	60	81	Total Affordable Units	90	90	Income Level	# of Units	80% of AMI	6	100% of AMI	6	120% of AMI	6	Total Affordable Units	18
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29 C	AFFORDABLE HOUSING LOAN	See Attachment B for the terms of the \$3.3 Million seller carryback loan to EBALDC
30	ADDITIONAL COMMUNITY BENEFITS	<ol style="list-style-type: none"> 1. Fully executed Project Labor Agreement for the entire project as a condition of conveyance 2. Shared access to all residents of both buildings to the Project's common spaces and amenities <p>See Attachment A for details on the developer, ownership, management responsibility and resident access to the non-residential spaces.</p> <ol style="list-style-type: none"> 3. At the time of transfer of property, \$300K of the land sale proceeds (which is <u>part of</u> the \$8 million purchase price), will be appropriated by the City Administrator to fund a Community Benefits Program. <p>See Attachment C for how community benefit funds will be distributed.</p>

ATTACHMENT A - LAKEHOUSE COMMONS - ALLOCATION OF NONRESIDENTIAL SPACES

	# bike/ car spaces	Sqft	Location in the Building	Developer (UrbanCore or EBALDC)	Ownership (UrbanCore or EBALDC)	Management	Access to all residents?
<u>Amenities</u>							
Bike Room - Level B2	151	3792	Below Grade	UrbanCore	UrbanCore	UrbanCore	North Commons only
Bike Room - Level 1	30	469	At Grade	UrbanCore	UrbanCore	UrbanCore	North Commons only
Bike Room - Level 2	59	1723	Above Grade	UrbanCore	EBALDC	EBALDC	South Commons only
<i>Bike Room Total Space</i>	<i>240</i>	<i>5984</i>					
Café/Retail Space - Level 1		1476	At Grade	EBALDC	EBALDC	EBALDC	All
Central Commons - Level 1		2656	At Grade	EBALDC	EBALDC	EBALDC	All
Lobby - North Commons - Level 1		2055	At Grade	UrbanCore	UrbanCore	UrbanCore	All
Lobby - South Commons- Level 1		1062	At Grade	EBALDC	EBALDC	EBALDC	All
Community Space - South Commons		1500	South Commons-2nd Level	EBALDC	EBALDC	EBALDC	South Commons Residents
Fitness Center - North Commons - Level 3 & 4		1926	North Commons-Podium	UrbanCore	UrbanCore	UrbanCore	All
Roof Terrace Community Rooms - Level 26		2350	North Commons-Roof	UrbanCore	UrbanCore	UrbanCore	All
<u>Roof Deck</u>							
Roof Deck - North Commons - Level 26		6563	North Commons	UrbanCore	UrbanCore	UrbanCore	All
Roof Deck - South Commons - Level 7		747	South Commons	EBALDC	EBALDC	EBALDC	All

ATTACHMENT A - LAKEHOUSE COMMONS - ALLOCATION OF NONRESIDENTIAL SPACES

	# bike/ car spaces	Sqft	Location in the Building	Developer (UrbanCore or EBALDC)	Ownership (UrbanCore or EBALDC)	Management	Access to all residents?
<u>Circulation</u>							
Courtyards - Central - Podium Level (Level 3)		5324	Podium	UrbanCore	UrbanCore	UrbanCore	All
Courtyards - North - Podium Level (Level 3)		3579	Podium	UrbanCore	UrbanCore	UrbanCore	All
Courtyards - South - Podium Level (Level 3)		2228	Podium	EBALDC	EBALDC	EBALDC	All
Circulation - North Commons		49574	North Commons	UrbanCore	UrbanCore	UrbanCore	Restricted Access
Circulation - South Commons		11915	South Commons	EBALDC	EBALDC	EBALDC	Restricted Access
<u>Property Management Office</u>							
Administration - North Commons - Level 1		1423	North Commons	UrbanCore	UrbanCore	UrbanCore	All
Administration - South Commons - Level 1		779	South Commons	EBALDC	EBALDC	EBALDC	All
<u>Parking</u>							
Level B2	86-120	31519	Below Grade	UrbanCore	UrbanCore	UrbanCore	North Commons Residents Only
Level B1	80-114	33943	Below Grade	UrbanCore	UrbanCore	UrbanCore	North Commons Residents Only
Level 1	38-54	19888	At Grade	UrbanCore	UC / EBALDC	UrbanCore	Both North and South Residents
Level 2	38-54	16884	Above Grade	UrbanCore	EBALDC	EBALDC	South Commons Residents Only
		<i>Total Spaces 242-342</i>					
		<i>Garage Total Space</i>		<i>102234</i>			
<u>Service/Storage/Utility</u>							
Service - North Commons		8589	North Commons	UrbanCore	UrbanCore	UrbanCore	n/a
Service - South Commons		1733	South Commons	EBALDC	EBALDC	EBALDC	n/a

ATTACHMENT B: Affordable Housing Loan Terms

Section 29.C Affordable Housing Loan Terms

- (1) Loan Amount is \$3.3 million plus the origination fee of 2.5% of \$3.3 million for a total of \$3,382,500.
- (2) Payment of standard origination fees (2.5%) will not be due upon closing; however, will be added to the loan amount.
- (3) Annual full payment of City of Oakland monitoring fees of \$100 per affordable unit, which can be included as an operating expense from each of the project budgets. (\$9,000 from the affordable portion of the project and \$1,800 from the market rate portion of the project).
- (4) 0% interest rate on the subordinate note
- (5) 55-year loan term
- (6) A Regulatory Agreement to be placed on 90 affordable units at the income levels required by the other subsidy sources (ie, CDLAC, TCAC, HCD) in the affordable portion of the project. A second and separate Regulatory Agreement will be placed on the 18 moderate income units in the market rate portion of the project.
- (7) 0% interest rate on the subordinate note
- (8) 55-year loan term
- (9) A Regulatory Agreement to be placed on 90 affordable units at the income levels required by the other subsidy sources (ie, CDLAC, TCAC, HCD) in the affordable portion of the project. A second and separate Regulatory Agreement will be placed on the 18 moderate income units in the market rate portion of the project.
- (10) The following standard definitions from City's standard loan documents will apply:
 - "**Lender's Prorata Share**" means the portion of Available Cash Flow to which Lender is entitled, which shall be split among all Project lenders with surplus cash flow loans based on relative loan amounts.
 - "**Available Cash Flow**" means fifty percent (50%) of the excess of annual Operating Revenues over annual Operating Expenses for the Property.

"Operating Expenses" shall mean, without limitation:

- a) all direct costs and expenses necessary to operate the residential portion of Property (commercial expenses are excluded), as approved by Lender;
- b) debt service on any loans secured by the Property, provided that such loans have been used to acquire the Property or develop or improve the Project (or to refinance loans used for Project acquisition, development or improvement), have been approved by Lender, and are secured by a deed of trust on the Property that is senior in priority to the Deed of Trust;
- c) reasonable payments, approved by Lender, to reserves for operating contingencies, replacement of capital items, and other reserve uses as approved by Lender;
- d) deferred developer fee, if any;
- e) annual partnership management and asset management fees in an annual amount not to exceed twenty-five thousand dollars (\$25,000) increased by 3% annually;
- f) repayment of any loans to the partnership from general partner or limited partner;
- g) CA HCD's monitoring costs per the Uniform Multifamily Regulations ("URM"); and
- h) reasonable and necessary programmatic costs for the common area, not to exceed and annual amount of fifteen –thousand dollars (\$15,000) without City approval.

"Operating Revenues" shall mean all residential income derived from the Property (commercial income excluded), and shall include, without limitation:

- a) rents (including rent common space within the Property);
- b) rent subsidy payments received on behalf of tenants;
- c) interest on income other than interest on reserve accounts approved by Lender; and
- d) receipts from laundry, parking, vending, or other services in which a fee is charged.

Gross Revenue shall not include tenants' security deposits, loan proceeds, equity contributions from Investor, or similar advances.

(11)The City acknowledges that EBALDC will apply for a loan from the State of California's Department of Housing and Community Development ("HCD") consisting of funds from the Affordable Housing and Sustainable Communities Program ("AHSC"), which will be subject to the UMR's. The above conditions of the City's loan will be subject to HCD's approval. The City agrees to subordinate to State and Federal funding sources but the City will not subordinate its Regulatory Agreement to other lenders' financing.

ATTACHMENT C: Community Benefits Program

At the time of transfer of property, \$300,000 of the land sale proceeds (which is part of the \$8 million purchase price), will be appropriated by the City Administrator to fund a Community Benefits Program

Staff will return to City Council with a Resolution for approval to distribute and allocate the funds, which may include the following:

- a) \$100,000 for a tenant-legal rights and education program(s) to help minimize the displacement of current tenants living within a three-mile radius of the project site, with a particular focus on outreach to monolingualists (residents whose primary language is not English).
- b) \$30,000 to the Lake Merritt Business Association's designated fiscal agent for a study to create a Business Improvement District or Community Benefits District in the E. 18th St/Lower Park Blvd. commercial area.
- c) \$100,000 to Oakland Parks and Recreation for the construction of a recreational facility on existing publicly-owned property in Council District 2, such as at San Antonio Park; or to organizations that already are recipients of this community benefits fund.
- d) \$50,000 to the East Lake Merchants Association's designated fiscal agent for graffiti abatement and neighborhood beautification.
- e) \$20,000 to the Sierra Club Tree Team (San Francisco Bay Chapter) for the purchase and maintenance of trees to be planted east of Lake Merritt in Council District 2, including around San Antonio Park.

2016 JUN 17 AM 9: 37

NOTICE AND DIGEST

Adoption of the proposed ordinance will enable the City Administrator to negotiate and execute a Disposition and Development Agreement that will allow the City to sell the Property to UrbanCore and the East Bay Asian Local Development Corporation (EBALDC) for the appraised fair market value of \$8 million for development of the Property as a residential mixed-use project; and allow the City to finance EBALDC's acquisition of its portion of the Property with a seller carryback loan in the amount of \$3.3 million to support the affordable housing project. The ordinance includes the California Environmental Quality Act (CEQA) findings for this action.

ORDINANCE: (1) AUTHORIZING THE CITY ADMINISTRATOR, WITHOUT RETURNING TO THE CITY COUNCIL, TO NEGOTIATE AND EXECUTE A DISPOSITION AND DEVELOPMENT AGREEMENT AND RELATED DOCUMENTS BETWEEN THE CITY OF OAKLAND AND URBANCORE DEVELOPMENT, LLC, OR ITS RELATED ENTITIES OR AFFILIATES ("URBANCORE"), AND EAST BAY ASIAN LOCAL DEVELOPMENT CORPORATION OR ITS RELATED ENTITIES OR AFFILIATES ("EBALDC"), FOR

(A) SALE OF THE 12TH STREET REMAINDER PARCEL LOCATED AT E12TH STREET AND 2ND AVENUE ("PROPERTY") FOR NO LESS THAN \$8.0 MILLION,

(B) A SELLER CARRYBACK LOAN FROM THE CITY TO EBALDC IN THE AMOUNT OF \$3.3 MILLION PLUS THE COST OF LOAN ORIGINATION, AND

(C) DEVELOPMENT OF THE PROPERTY AS A RESIDENTIAL MIXED-USE PROJECT, ALL OF THE FOREGOING DOCUMENTS TO BE IN A FORM AND CONTENT SUBSTANTIALLY IN CONFORMANCE WITH THE TERM SHEET ATTACHED AS EXHIBIT A, AND;

(2) ADOPTING CEQA EXEMPTIONS (15183 & 15183.3) AND ADDENDUM (RELYING ON THE PREVIOUSLY CERTIFIED 2014 LAKE MERRITT STATION AREA PLAN EIR)