

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ALAMEDA AND CP VI ADMIRALS COVE, LLC
REGARDING NORTH HOUSING INFRASTRUCTURE OBLIGATIONS**

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”) is made and entered into as of March 30, 2018, by and between the City of Alameda, a charter city and municipal corporation (the “City”), and CP VI Admirals Cove, LLC, a Delaware limited liability company (“Carmel” or “Carmel Partners”) to clarify and set forth the terms, conditions and mutual understanding of each party related to the infrastructure obligations in connection with Carmel’s renovation and reuse of existing housing on the North Housing Admiral’s Cove property (as defined below). City and Carmel are referred to individually herein as a “Party” and collectively as the “Parties”. The Parties have entered into the MOU with reference to the following facts:

RECITALS

- A. Whereas, North Housing Admiral’s Cove property is a 14.87-acre parcel made up of a portion of Assessor’s Parcel Number (“APN”) 74-905-10-2 in the northwest portion of the City, generally bounded to the south by Singleton Avenue and to the north by Mosley Avenue, and previously used as family housing for the former Alameda Naval Air Station (the “Property”), as shown on the Navy Conveyance Map attached as Exhibit 1.
- B. Whereas, the Property is adjacent to the Homeless Accommodation Parcel (“Housing Authority Parcel”), an approximately 12.3 acre parcel, and the Self Help Housing Parcel, (“Habitat Parcel”) an approximately 2.0 acre parcel, made up of portions of APN 74-905-10-4 and APN 74-905-12-2, also in the northwest portion of the City and generally bounded by Bette Street, Mitchell Extension, and the Coast Guard Housing property, and previously used as family housing for the former Alameda Naval Air Station, as shown on Exhibit 1. The Housing Authority Parcel and the Habitat Parcel are collectively referred to herein as the “Affordable Housing Site”.
- C. Whereas, the Property, the Affordable Housing Site and adjacent roadway are owned by the United States Navy (“Navy”) are collectively referred to herein as the “North Housing Site”.
- D. Whereas, on or about February 14, 2017, General Services Administration (“GSA”) on behalf of the Navy, issued an Invitation for Bids (“IFB”) for the purchase of the Property.
- E. Whereas, on June 25, 2017, Carmel was selected as the successful bidder and is in contract with the Navy to purchase the Property and intends to renovate the existing one hundred forty-six (146) residential units and potentially construct accessory buildings on the Property (the “Project”).
- F. Whereas, the Navy intends to transfer the Housing Authority Parcel to the City who in turn will immediately transfer it to the Housing Authority of the City of Alameda (“Housing Authority”). The Navy will transfer the Habitat Parcel to U.S. Housing and Urban Development (“HUD”) who will transfer it to Habitat for Humanity East Bay /Silicon

Valley (“Habitat”). The Housing Authority and Habitat each intend to take ownership of their respective parcels and build new affordable housing units.

- G. Whereas, under the 2009 Community Reuse Plan Amendment (“**Reuse Plan Amendment**”) adopted by the Alameda Reuse and Redevelopment Authority (“ARRA”), a joint powers authority of the City and the Community Improvement Commission, the North Housing Site was designated for the development of a total of four hundred thirty-five (435) residential units.
- H. Whereas, the Navy adopted the Reuse Plan Amendment to guide its disposition of the North Housing Site and Reuse Policy 2-25 states that “the developer... will be responsible for providing adequate infrastructure to serve the units on the developers’ own property [the Property] and the PBC and homeless accommodation sites [the Affordable Housing Site]” and Reuse Plan Policy 4-6 sets a goal to “implement a grid pattern street system that smoothly transitions into larger Alameda’s street system.”
- I. Whereas, the IFB requires Carmel (as the winning bidder) to, among other things, meet the obligations under the Reuse Plan Amendment including providing backbone infrastructure to serve the Affordable Housing Site.
- J. Whereas, the City and Carmel have been discussing the backbone infrastructure requirements under the Reuse Plan and agree that there is a mutual benefit to more clearly define those obligations.
- K. Whereas, the Reuse Plan Amendment contemplated that a developer would “scrape and rebuild” the Property and provide new infrastructure to serve the Property and Affordable Housing Site, but Carmel’s plans include rehabilitation and reuse the existing residential units, which is allowed, a mutual benefit exists for the Parties to more clearly define and clarify Carmel’s backbone infrastructure obligations under the Reuse Plan Amendment.
- L. Whereas, Carmel has paid the United States Government a significant non-refundable deposit for the Property based on the IFB and the obligations set forth in the Reuse Plan Amendment and other City issued documents and also made other significant payments to the United States Government to extend the closing date until such time as the Parties mutual understanding of the backbone infrastructure obligations are resolved.
- M. Whereas, Carmel may wish to negotiate and enter into separate agreements with the Housing Authority and Habitat regarding infrastructure and other matters, the Parties agree that any such agreements are outside Carmel’s obligations under the Reuse Plan Amendment and would not be considered part of this MOU and/or limit or expand the scope of this MOU.
- N. Whereas, executing this MOU supports the goals of the City related to the reuse of the North Housing Site including ensuring backbone infrastructure for the Affordable Housing Site and provides clarity and certainty to Carmel as to its backbone infrastructure obligations.

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants and promises of the Parties, the Parties hereto agree as follows:

AGREEMENT

1. **Recitals.** The recitals set forth above are incorporated herein as though set forth in full.
2. **Effective Date.** This MOU shall become effective upon execution by all Parties (the “Effective Date”).
3. **Term.** This MOU shall commence on the Effective Date and shall end the earlier of ten (10) years from the Effective Date (the “Expiration Date”) or when Carmel Partners receives a Certificate of Completion as set forth in Section 17 below (the “Term”).
4. **No Extension of the Term.** This MOU shall not extend beyond the Expiration Date, unless the Parties mutually agree, in writing, to an extension and the MOU is amended under the provisions of Section 26.
5. **Termination.** This MOU may be terminated by the mutual written consent of the Parties with notice given as provided in Section 25 or, pursuant to Section 24, after an uncured Event of Default. If the Property is not transferred from the Navy to Carmel within two (2) years of the Effective Date, this MOU shall automatically terminate.
6. **Milestone Schedule.** During the Term, Carmel and the City will each be required to perform certain tasks and to fulfill certain obligations as set forth in this MOU, the Exhibits and other implementing documents. A schedule of the deadlines for performance of various conditions and requirements under this MOU is set forth in the Milestone Schedule attached as Exhibit 7. Adjustments to the Milestone Schedule may be made by way of an Operating Memorandum pursuant to Section 27 provided that such adjustments do not extend the Term.
7. **General Provisions Related to Carmel’s Infrastructure Obligations.** Carmel shall fund, at no cost to the City, the construction, rehabilitation and/or repair of backbone infrastructure to support four hundred thirty-five (435) residential units on the North Housing Site as set forth in more detail in this MOU. The following general terms are applicable to Carmel’s infrastructure obligations under this MOU and the Reuse Plan Amendment:
 - 7.1. Carmel shall complete the construction, rehabilitation and/or repair of backbone infrastructure necessary to occupy the housing units (water, sewer, gas, electric, ADA and street light improvements pursuant to Sections 11.6 and 11.7), which includes but is not limited to the payment of applicable fees, and execute a construction contract for the Singleton and Mosley Extension work under Section 8.1, or in the case of the Mosley Extension make the payment under Section 9.6, and post payment and performance bonds with the City as a co-obligee prior to approval of Certificate of Occupancy, which is not to be unreasonably withheld for the first housing unit of the Project. Upon issuance of the Certificate of Completion, Carmel’s obligations under the Reuse Plan Amendment shall be satisfied.

- 7.2. All improvements shall comply with the California Building Code and Plumbing Code and City of Alameda Public Works standards, as applicable.
- 7.3. Carmel shall submit necessary building and infrastructure plans to the City for its Project and for backbone infrastructure consistent with the requirements and obligations in this MOU. These plans shall be reviewed and approved by the City, as applicable. Carmel shall obtain payment and performance bonds for 100% of the GMP (defined in Section 9.7 below) or execute a similar type of assurance document, reasonably satisfactory to the City as co-obligee or beneficiary to cover the full value of constructing the Mosley Avenue and Singleton Road Extensions as is standard City practice.
- 7.4. Carmel is responsible for all permits and approvals necessary to construct, rehabilitate or repair the buildings and infrastructure as described in this MOU which shall comply with applicable federal, state and local laws and regulations.
- 7.5. The Parties shall work in good faith to identify and grant easements required by public entities (i.e. EBMUD, AMP, PG&E, the City) to facilitate the construction of the infrastructure.
- 7.6. Carmel shall provide backbone infrastructure to support the adjacent Affordable Housing Site and the Alameda Unified School District site ("AUSD Site"), but Carmel is under no obligation to provide in-tract infrastructure utility system extensions or in-tract utility service to adjacent parcels, unless specifically required by the terms of this MOU.
- 7.7. The Parties agree that Carmel shall not be entitled to apply for or receive any credit or waiver on account of the backbone infrastructure that Carmel is providing pursuant to this MOU.
8. **Singleton and Mosley Road Extensions.** Carmel shall construct, at no cost to the City, the Singleton and Mosley Avenue Extensions as set forth below. Carmel shall be deemed to have satisfied the obligations set forth below when Carmel Partners receives a Certificate of Completion as set forth in Section 17.
 - 8.1. Carmel shall prepare construction plans for each extension for review and approval by the City of Alameda Public Works Department to ensure compliance with City of Alameda Street Design Standards. Each extension shall comply with the Soil Management Plan ("SMP") and shall meet the following specifications: two travel and parking lanes; two bicycle lanes (on Singleton only); sidewalks (one on each side of the street); street work (including AC, AB, curb & gutter, sidewalk, ADA ramps, signing, striping); street lights (including underground electrical conduit); and storm water drainage, capture and treatment ("C-3") as generally depicted on Exhibit 2 (Singleton Extension) and Exhibit 3 (Mosley Extension). Exhibits 2 and 3 do not reflect the final street section design as the final design will be subject to City Public Works Department approval. Appropriate intersection controls but not signaling is required for safety per City design standards under this Section. Soil remediation shall be limited to what is necessary to conform to the SMP. Any obligation under this Section shall not include any waste water, storm water, drinking water, or power systems (excepting underground electrical conduit for the street lights) or any other facilities necessary to support future

residential use of the adjacent Habitat for Humanity Parcel nor the adjacent Housing Authority Parcel.

- 8.2. The Mosley Extension shall begin at the existing intersection of Bette and Mosley and extend straight due west to align with Mosley Avenue along the southern edge of Estuary Park, as generally depicted in Exhibit 3 (Mosley Extension). The Singleton Extension shall begin at the intersection of Bette and Singleton and extend due west across the Housing Authority Parcel and then curve south across the Carmel property to align with Singleton Avenue along the northern edge of the Alameda Unified District Property as generally depicted on Exhibit 2 (Singleton Extension).
- 8.3. Carmel shall be responsible for any structural or other improvements to its waste water pump station that is necessary to accommodate the Mosley straight alignment described in Section 8.2 above and as generally depicted on Exhibit 3 (Mosley Extension). Carmel shall be responsible for the cost of constructing the Mosley Extension and rehabilitating the waste water pump station.
- 8.4. Construction of the Mosley and Singleton Extensions will require the demolition of six (6) buildings that are currently owned by the Navy, but that will be transferred to either the City, the Housing Authority or Habitat. For Carmel to construct the Mosley and Singleton Extensions, these buildings must be demolished in accordance with a Hazardous Building Materials Survey and Site Management Plan (the “**Mosley Demolition Work**” and the “**Singleton Demolition Work**” respectively and the “**Demolition Work**” collectively). The total cost of the Demolition Work for the Mosley Extension and the Singleton Extension shall be accounted for separately and shall be based on the Hazardous Building Materials Survey and Site Management Plan. The total cost estimate shall include: construction management (not to exceed 5%), general conditions, professional services, engineering costs, fees to governmental agencies and the estimated costs prepared by engineers or experts for the treatment and handling of potential contaminated materials pursuant to the Site Management Plan or Building Remediation Plan. As time is of the essence in constructing the Mosley and Singleton Extensions, Carmel agrees to perform the Mosley Demolition Work consistent with Section 9 below and the Singleton Demolition Work consistent with Section 10 below.
9. **Mosley Demolition Work.** The Mosley Demolition Work shall be completed as set forth below.
 - 9.1. Carmel shall obtain construction bids and shall select the lowest, responsive, responsible bidder for the Demolition Work, provided however, that the Mosley Demolition Work shall be bid separately from the rest of the Demolition Work in order to document compliance with the Community Development Block Grant (“**CDBG**”) program as required for funds provided by the City. Although separate bids are required for the Mosley Demolition Work and the Singleton Demolition Work, the same contractor may bid and be awarded both contracts so long as separate recordkeeping is maintained as set forth in this Section.

- 9.2. As part of the procurement process for the Mosley Demolition Work, Carmel shall comply (or cause its contractors to comply) with all applicable CDBG requirements, including but not limited to: (i) paying Davis Bacon wages; (ii) including those provisions related to CDBG compliance in the bid specifications; (iii) contracting with a contract compliance company recommended by the Housing Authority; and (iv) requiring that the contractor comply with the wage reporting requirements.
- 9.3. On or before April 15, 2018, the City shall place Five Hundred Fifty Thousand Dollars (\$550,000) of its CDBG funds ("**Initial Mosley Demolition Deposit**") into an interest bearing escrow account with mutually agreed upon escrow instructions between the City and Carmel that provide that the Mosley Demolition Funding (defined below) shall be released upon completion of the Mosley Demolition Work including verification of completion of all of the requirements in Section 9.2 above and the posting of bonds or other assurances to complete the roadway extensions under Section 8.1.
- 9.4. On or before May 15, 2018, the City Manager shall request that the City Council consider an allocation of funds in an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000) in the FY 2018/19 CDBG budget ("**Additional Mosley Demolition Deposit**") for the Mosley Demolition Work. The Initial Mosley Demolition Deposit plus the Additional Mosley Demolition Deposit are referred to herein collectively as the "**Mosley Demolition Funding**". In the event the City Council does not allocate the Additional Mosley Demolition Deposit, Carmel shall have the option of paying the In Lieu Fee pursuant to Section 9.6 and be relieved of any obligation related to the Mosley Demolition Work or the Mosley Extension.
- 9.5. The City agrees to commit the Mosley Demolition Funding to fund the Mosley Demolition Work subject to the limitation that if the Mosley Demolition Funding exceeds the actual cost of the Mosley Demolition Work, escrow shall refund the City the difference within forty-five (45) days of completion of the Mosley Demolition Work.
- 9.6. In the event that the Mosley Demolition Funding plus any credit from the Singleton Demolition Work, as outlined in Section 10.4 below is insufficient to fund the total cost of the Mosley Demolition Work for the Mosley Extension as set forth in Section 8.4 above, then Carmel, in its sole discretion, may select to (1) fund the additional cost of the Mosley Demolition Work above the amount of the Mosley Demolition Funding; or (2) in lieu of funding the Mosley Demolition Work pay an In Lieu Payment (defined below) and determined as follows: The City/Carmel shall solicit three (3) bids for a guaranteed maximum price ("**GMP**") to construct the Mosley Extension based upon the scope of work set forth under Section 8.1 above and generally depicted in Exhibit 2 and Exhibit 3. The City/Carmel shall agree to select the lowest responsive, responsible bidder and Carmel shall place the GMP into an interest bearing escrow account for the City to be released within 10 days of the City's notice to proceed to contractor for the Mosley Extension ("**In Lieu Payment**"). The In Lieu Payment shall be due and payable and placed into escrow no later than January 15, 2019. Annually, for two (2) years or until January 15, 2021, on January 15th, if roadway construction has not commenced or construction contracts have not been executed for the work, Carmel shall calculate the annual escalation in construction costs based on the California Construction Cost Index for Highways and Streets and place that amount of cost

escalation into the escrow account. After ten (10) years, if the roadway construction has not occurred, any funds in the escrow account shall be transferred to the City and placed in a fund for the sole purpose of constructing the Mosley Extension. In making the In Lieu Payment, the City shall release Carmel from the requirement to construct the Mosley Extension under Section 8 above and the Mosley Demolition Work under Section 9.

10. **Singleton Demolition Work.** The Singleton Demolition Work shall be completed as set forth below.

- 10.1. In exchange for the Proposed Transfer Land Area (as defined below), Carmel will, at no cost to the City, perform the Singleton Demolition Work.
- 10.2. Subject to the provisions in Section 10.5 below, the City and Carmel agree to work together in good faith to draft an ordinance for City Council consideration, to be heard on a first reading on May 1, 2018, which would authorize the City Manager to accept from the U.S. Navy fee title to the Alameda Housing Authority parcel, generally as shown on Exhibit 1 and to transfer the land to Carmel ("**Proposed Transfer Land Area**") as generally shown on Exhibit 8. The purpose of the land conveyance is to move the property line so that a building that currently straddles the property line will be located entirely within the Carmel property.
- 10.3. The Proposed Transfer Land Area as shown on Exhibit 8 is approximately 11,507 square feet. On or about February 7, 2018, Valbridge Property Advisors, at the request of the Housing Authority, did a fair market value appraisal of the Affordable Housing Parcel. The Valbridge appraisal concluded that the fair market value of property on a per square foot basis is \$68.87. The pending sale between Carmel and the Navy has a fair market value on a per square foot basis at \$58.67. The Parties have agreed to split the difference between these two competing valuations. Thus the Proposed Transfer Land Area will be valued at \$63.77 per square foot or a fair market value of \$733,801.39 ("**Transfer Land Consideration**").
- 10.4. If the Singleton Demolition Work costs less than the Transfer Land Consideration, then Carmel shall, at the election of the City, either; (i) refund the difference to the City within forty-five (45) days of completion of the Singleton Demolition Work or (ii) apply the difference to the cost of the Mosley Demolition Work. If the costs of the Singleton Demolition Work exceed the Transfer Land Consideration, then Carmel shall bear the additional costs.
- 10.5. The Parties understand and agree that it is in their mutual interest if the Navy transfers fee title or grants an easement to the Proposed Transfer Land Area as part of the sale from the Navy to Carmel. Carmel shall use good faith efforts to achieve this result. If the Navy transfers the Proposed Transfer Land Area directly to Carmel, it is expressly agreed and understood by the Parties that the City will be entitled to credit for the Transfer Land Area Consideration as if the City had transferred the Proposed Transfer Land Area directly to Carmel and that Carmel shall perform the Singleton Demolition Work to offset the Transfer Land Area Consideration as set forth in Sections 10.1 and 10.3 above.

11. **Existing Singleton and Mosley Avenues.** The Parties agree to the following commitments, improvements and obligations regarding the existing Singleton and Mosley Avenues. Carmel shall be deemed to have satisfied the obligations set forth below when Carmel Partners receives a Certificate of Completion as set forth in Section 17.
- 11.1. City to take fee title to Mosley and Singleton Avenues from the Navy as shown in Exhibit 4.
- 11.2. The City and Carmel agree to work together in good faith to draft an ordinance for City Council consideration, to be heard on a first reading on May 1, 2018, which would among other things: (a) grant to the City from Carmel fee title (concurrent with or after the Proposed Land Transfer Area conveyance) to the Southeast corner segment of the Property that accommodates the Singleton Extension as generally depicted on Exhibit 2 (Singleton Extension); and (b) in exchange, grant to Carmel from the City an easement to use and maintain private improvements on property between the existing curb line and the Carmel property line as shown in Exhibit 5A.
- 11.3. Should the ordinance described in Section 11.2 above be adopted and should the City elect in the future to extinguish the easements and widen Singleton and/or Mosley Avenue along the Carmel frontage; then the City agrees to cooperate in good faith with Carmel to ensure that: (i) the street widening is consistent with the street cross sections for Singleton (Exhibit 2) and Mosley (Exhibit 3) and generally depicted in Exhibits 5A and 5B; (ii) that the existing Southern curb line for Singleton shall remain in its current location; and (iii) that the existing Northerly curb line for Mosley shall remain in its current location. In the event of a street widening, the City will work with Carmel in good faith to identify alternative locations for resident parking or instituting a resident parking program or some other means to mitigate the loss of resident parking along the Carmel frontage with the goal of achieving equivalent parking availability for the Carmel residents.
- 11.4. Carmel shall be responsible for maintenance of all improvements between the back of curb along the north side of Singleton Avenue and the east side of Mosley Avenue and Carmel property.
- 11.5. The obligations of Section 11.2 through 11.4 shall survive the termination of this MOU and the issuance of the Certificate of Completion but shall not extend the Term of the MOU.
- 11.6. Carmel shall construct ADA ramps as necessary on Mosley and Singleton Avenues, consistent with Exhibit 6 ("ADA Requirements").
- 11.7. Carmel shall upgrade street lights on Mosley Avenue and Singleton Avenue as necessary based upon a photometric survey of the existing lighting to ensure compliance with American National Standards Institute / Illuminating Engineering Society Roadway Lighting RP-8-14. All fixtures shall be replaced with LED lights and all existing poles to be assessed by a structural engineer, with pole loading calculations submitted for proof of structural integrity. Poles found to be structurally unsound shall be replaced by Carmel at no cost to the City and shall not be required to match existing pole designs.

Each streetlight shall meet Alameda Municipal Power (“AMP”) requirements and standards. If streetlights meet RP-8-14 and AMP requirements, the City shall take over ownership and maintenance of the street lights.

- 11.8. Monterey Circle, Annapolis Circle, and the portion of Lakehurst Circle that serves Carmel residential housing units shall be private streets with public access easements. City shall have no responsibility for the maintenance or condition of these private streets. Carmel and the Housing Authority each have the right to remove or relocate privately owned streets on their own site, subject to City permits.
12. **Sanitary Sewer.** Carmel shall construct, rehabilitate and/or repair, at no cost to the City, the sanitary sewer improvements set forth below. Carmel shall be deemed to have satisfied this obligation upon completion of the required improvements identified below, and upon issuance of a Certificate of Completion, as set forth in Section 17, which shall indicate that the obligations of this MOU for this infrastructure obligation have been met.
 - 12.1. Carmel shall fund and construct all necessary improvements and upgrades to the existing sanitary sewer laterals and mains on the Property, and those mains downstream of the Property to accommodate four hundred thirty-five (435) residential units. This obligation includes all elements of the sewer line up to the City’s public main. Carmel, in its sole and absolute discretion, may rehabilitate in place or relocate the existing pump station, subject to its obligations in Section 8 of this MOU, but under no circumstances may Carmel reduce the existing rated capacity of the current pump station and/or the sanitary sewer laterals and mains leading to the City public main.
 - 12.2. It is the intent of the Parties that Carmel will work in good faith with the Housing Authority to upgrade the sanitary sewer system to accommodate more than four hundred thirty-five (435) residential units. To minimize the cost of such an upgrade, the Housing Authority may seek to make those improvements in conjunction with Carmel’s work under Section 12.1. Any such upgrades, however, are beyond the scope of Carmel’s obligations and shall be fully funded by the Housing Authority.
13. **Storm Water System.** Carmel shall fund the following storm water system improvements set forth below. Carmel shall be deemed to have satisfied the obligations set forth below upon payment of the lump sum amount under Section 13.1 and issuance of a Certificate of Completion as set forth in Section 17.
 - 13.1. Carmel shall pay to the City the sum of Three Hundred Thousand Dollars (\$300,000), to cover the City’s cost to construct a flap gate or duck bill and clean out of sediments in the existing storm drain system serving North Housing Site (the “**Storm Water Payment**”). The Storm Water Payment shall be placed into escrow no later than September 1, 2018 and shall be used by the City within two (2) years of placing the funds into escrow for the storm water improvements identified. If the work is not completed within two (2) years, the funds placed in escrow shall be returned to Carmel.
 - 13.2. The City shall maintain records for the cost of the improvements and shall refund the difference if the actual costs of these improvements are less than the Storm Water

Payment. The City shall bear the expense if the actual costs of these improvements exceed the Storm Water Payment.

- 13.3. Carmel agrees that if the City establishes a Community Facilities District (“CFD”) to fund area-wide storm drain improvements, Carmel shall support CFD formation, including voting to join the district and paying its fair share assessment based on the Property acreage. The obligation to support the CFD will expire 10 years from the Effective Date.
14. **Potable Water System.** Carmel shall fund the construction, rehabilitation and/or repair, at no cost to the City and AUSD, the potable water system, approved by EBMUD and as set forth below. Carmel shall be deemed to have satisfied the obligations set forth below upon completion of required improvements identified below, and upon issuance of a Certificate of Completion, as set forth in Section 17, which shall indicate that the obligations of this MOU for this infrastructure obligation have been met.
 - 14.1. Carmel shall fund and construct new water mains (providing domestic and fire) to support four hundred and thirty-five (435) residential units on the North Housing Site, which is subject to EBMUD approval.
 - 14.2. Carmel shall provide fire suppression water flow to the hydrants on the Affordable Housing Site until such time that the Housing Authority and Habitat remove all existing buildings, subject to EBMUD approval. Carmel shall not be required to provide temporary potable tap water service for the vacant units on the Affordable Housing Site.
 - 14.3. If EBMUD requires that the extension of new water mains be routed across the Affordable Housing Site in order to serve the Property, Carmel and the City agree to: (a) work in good faith with the Housing Authority to seek mutually acceptable alignment/easements across the Affordable Housing Site which, to the extent feasible, minimize the development impact on the Affordable Housing Site (“**Preferred Alignment**”); and (b) recommend to EBMUD that it select the Preferred Alignment. It is expressly understood by the Parties that EBMUD, in its sole discretion, makes the final determination on the alignment of new water mains. The order of Preferred Alignments is as follows with the top priority first:
 - a. Along the Mosley Road extension from Mosley Avenue to Bette Avenue.
 - b. Along the Singleton Avenue alignment from Main Street to Bette Avenue.
 - c. If none of the above Preferred Alignments are approved by EBMUD, then the extension of new water mains may follow another alignment, subject to EBMUD approval.
15. **Electrical Service.** Carmel shall fund the construction, rehabilitation and/or repair, at no cost to the City, of the electrical service system upgrades, approved by AMP and as set forth below. Carmel shall be deemed to have satisfied the obligations set forth below upon completion of required improvements identified below and issuance of a Certificate of Completion, as set forth

Section 17, which shall indicate that the obligations of this MOU for this infrastructure obligation have been met.

- 15.1. Carmel shall construct new backbone electrical distribution in compliance with standards, specifications and routing requirements determined by AMP to support four hundred and thirty-five (435) residential units on the North Housing Site.
- 15.2. If AMP requires that electrical lines be routed across the Affordable Housing Site in order to serve the Property, Carmel and the City agree to: (a) work in good faith with the Housing Authority to seek mutually acceptable alignment/easements across the Affordable Housing Site which minimize the development impact on the Affordable Housing Site; and (b) recommend to AMP that it select the agreed upon alignment. It is expressly understood by the Parties that AMP, in its sole discretion, makes the final determination on the alignment of electrical services.
16. **Natural Gas Service.** Pacific Gas and Electric (“PG&E”) has confirmed that no additional construction, rehabilitation and/or repair to the backbone infrastructure related to natural gas service at the North Housing Site is necessary to support four hundred thirty-five (435) residential units on the North Housing Site. For this reason, no additional action by Carmel shall be required related to natural gas service. Carmel shall be deemed to have satisfied the obligations set forth below upon delivery of the evidence noted under Section 16.1, or upon completion of required improvements identified below and issuance of a Certificate of Completion which shall indicate that the obligations of this MOU for this infrastructure obligation have been met, as set forth in Section 17.
 - 16.1. Prior to the issuance of the first City permit for building, grading or demolition on the Property, Carmel shall provide evidence from PG&E, reasonably satisfactory to the City, that the existing natural gas service is sufficient to support four hundred thirty-five (435) residential units on the North Housing Site. If for some reason, Carmel cannot provide such evidence, Carmel shall construct new backbone natural gas service in compliance with the standards, specifications and routing requirements determined by PG&E to support four hundred and thirty-five (435) residential units on the North Housing Site.
17. **Certificate of Completion.** Within thirty (30) days of the anniversary of the Effective Date, Carmel shall submit a letter in writing to the City Manager or his/her designee stating the progress Carmel has made in the prior year to meet its obligations under this MOU, specifically identifying, among other things, which items are complete and which items are still in progress and providing an approximate percentage of complete, accompanied by supporting documentation (“**Progress Letter**”). Within thirty (30) days of receipt of the Progress Letter, the City will acknowledge receipt of the Progress Letter and if the City feels that an obligation which was listed as 100% complete, in fact remain unfulfilled then the City will issue a statement of insufficiency (“**Statement of Insufficiency**”). For the last Progress Letter (which may be submitted prior to the anniversary date if Carmel feels it has completed all of its obligations under the MOU), Carmel may request a certificate of completion (“**Certificate of Completion**”). Within ninety (90) days of receipt of the request for Certificate of Completion, the City shall either issue the Certificate of Completion which states that Carmel has satisfied in full its obligations under this MOU; or issue a Statement of Insufficiency. Carmel shall timely complete all remaining unfulfilled obligations listed in the Statement of Insufficiency and

provide proof of same to the City. Once the Parties agree that all remaining obligations are satisfied, the City shall then issue the Certificate of Completion. Issuance of a Certificate of Completion shall be conclusive evidence that Carmel has fulfilled its obligations under this MOU and the Amended Reuse Plan, except for the obligation to support a CFD pursuant to Section 13.3 which will remain outstanding until actually fulfilled or until 10 years after the Effective Date, whichever is earlier. In addition, the obligations under Sections 11.2 through 11.4 shall survive the issuance of the Certificate of Completion.

- 17.1. If the City does not issue the Certificate of Completion or Statement of Insufficiency pursuant to Section 17 above, then Carmel has the right to seek a writ before a court of competent jurisdiction in Alameda County to compel the City to issue the Certificate of Completion.
18. **Utility Easements.** During the Term of this MOU, the Parties shall grant surface and/or underground utility permanent easements, subject to regulatory agency relocation, to each other and applicable public and private entities as reasonably necessary for any existing or improved utility infrastructure located on or serving the North Housing Site, including for telephone, data or cable television lines.
19. **Fiscal Neutrality.** The Amended Reuse Plan requires that any proposed development at the North Housing Site be fiscally neutral to the City's General Fund. Carmel retained Economic and Planning Systems, Inc. ("EPS") to prepare a fiscal impact analysis. The analysis concludes that Carmel's project as proposed is fiscally positive for the City's General Fund, annually generating approximately \$100,000 more than would be required in City services. The City has reviewed and accepts the analysis and hereby agrees that Carmel has met its obligation for fiscal neutrality if the Project is developed as proposed.
20. **City Obligations.** Upon payment of all applicable fees by Carmel, the City shall process in a timely fashion all permits, approvals and other actions set forth in this Section. Further, the City shall cooperate with Carmel in obtaining any approvals necessary from other governmental entities or public utilities for the Preferred Alignments, provided, however, the City shall not be required to incur any additional costs other than those costs associated with processing of applications and permits within the City's standard processing procedures unless Carmel agrees to reimburse the City for any additional costs. The following sets forth the Parties' understanding of the necessary approvals and/or actions required by the City to authorize the renovation and reuse of one hundred forty-six (146) residential units on the Property. Carmel acknowledges and agrees that nothing in this MOU imposes an obligation on the City to grant any discretionary approval or action and in no way limits the City's exercise of its regulatory discretion.
 - 20.1. **Zoning Amendment.** A Zoning Amendment is required to remove the Governmental "G" Combining District zoning designation. The City Council introduced an ordinance to remove the "G" zoning designation on January 2, 2018. The ordinance was adopted on January 16, 2018, and will take effect on the latter of February 16, 2018, or when the Property transfers into private ownership.
 - 20.2. **Design Review.** Design review for exterior modifications to existing buildings and any new construction.

- 20.3. Development Plan. Development Plan review for any new construction.
- 20.4. Building Permits. Building permits for renovations to existing units and any new construction.
- 20.5. Occupancy Permits. Prior to occupancy of each unit, an occupancy permit must be issued by the City.
21. City's Covenants. The City hereby represents and warrants that it is duly authorized to enter into this MOU and that it has all necessary lawful authority, and has taken all necessary actions, to execute this MOU.
22. Carmel's Covenants. The persons executing this MOU on behalf of Carmel do hereby covenant and warrant that:
- 22.1. CP VI Admirals Cove, LLC is a duly authorized and existing Delaware limited liability company.
- 22.2. CP VI Admirals Cove, LLC is and shall remain in good standing and qualified to do business in the State of California.
- 22.3. CP VI Admirals Cove, LLC has full right, power and authority to enter into this MOU and to carry out all actions on its part contemplated by this MOU.
- 22.4. The execution and delivery of this MOU was duly authorized by proper action of CP VI Admirals Cove, LLC and no consent, authorization or approval of any person is necessary in connection with such execution and delivery or to carry out all actions on the part of CP VI Admirals Cove, LLC contemplated by this MOU, except as have been obtained and are in full force and effect.
- 22.5. The persons executing this MOU on behalf of CP VI Admirals Cove, LLC have full authority to do so and this MOU constitutes the valid, binding and enforceable obligation of CP VI Admirals Cove, LLC.
23. Insurance Requirements:
- 23.1. It is agreed that during the Term of this MOU, Carmel shall maintain in full force and at all times all insurance coverages required by this MOU with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements for all insurance shall contain substantially the following statement:
- "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."
- 23.2. Workers' Compensation Coverage: Carmel shall obtain and maintain workers' compensation statutory coverage as required by the State of California.

- 23.3. General Commercial Liability Coverage: Carmel shall obtain and maintain Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
	\$2,000,000 aggregate - all other
Property Damage:	\$1,000,000 each occurrence
	\$2,000,000 aggregate
	<u>or</u>
Combined Single Limit:	\$2,000,000 each occurrence

- 23.4. Automotive Coverage: Carmel shall obtain and maintain Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence
	<u>or</u>
Combined Single Limit:	\$2,000,000 each occurrence

- 23.5. Commercial Pollution Legal Liability. Carmel shall use commercially reasonable efforts to obtain and maintain Commercial Pollution Legal Liability Insurance or similar pollution related insurance with coverage limits acceptable to the City, but not more than Five Million Dollars (\$5,000,000) annual aggregate covering hazardous materials pollution claims (including alleged New Releases) arising out of or related to Carmel's construction, rehabilitation or repair of the backbone infrastructure at the North Housing Site.

- 23.6. Subrogation Waiver. Carmel agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Carmel shall look solely to its insurance for recovery. Carmel hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Carmel or City with respect to the services of Carmel herein, a waiver of any right to subrogation which any such insurer of said Carmel may acquire against City by virtue of the payment of any loss under such insurance.

- 23.7. Failure To Secure. If Carmel at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Carmel's name or as an agent of the Carmel and shall be compensated by the Carmel for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

- 23.8. Additional Insureds. City, its City Council, and its respective boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and automobile insurance. The

naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

- 23.9. Sufficiency of Insurance. The insurance limits required by City are not represented as being sufficient to protect Carmel. Carmel is advised to consult Carmel's insurance broker to determine adequate coverage for Carmel.
24. Default and Remedies. This Section 24 shall govern the Parties' remedies for breach or failure under this MOU.
- 24.1. Event of Default. An event of default shall be any material breach of any covenant or obligation which remains uncured for more than 30 days after written notice "Event of Default"
- 24.2. City Remedies. With respect to an Event of Default by Carmel, the City shall be entitled to: (a) terminate in writing this entire MOU; (b) seek specific performance of this MOU against the Carmel; (c) withhold Certificates of Occupancy under Section 7.1; or (d) exercise any other remedy against Carmel permitted by law or under the terms of this MOU however in no event shall the City be entitled to seek or receive consequential damages.
- 24.3. Carmel Remedies. With respect to an Event of Default by City, Carmel shall be entitled to: (a) terminate in writing this entire MOU; (b) seek specific performance of this MOU against the City; or (c) exercise any other remedy against the City permitted by law or under this MOU, provided, however in no event shall Carmel be entitled to seek or receive consequential damages.
- 24.4. Rights and Remedies Cumulative. Except as otherwise provided, the rights and remedies of the Parties are cumulative, and the exercise or failure to exercise any right or remedy shall not preclude the exercise, at the same time or different times, of any right or remedy for the same default or any other default.
25. Notice. Any notice required or permitted to be given pursuant to this MOU shall be in writing and shall be deemed to be given when served personally, when delivery is refused, or on the third business day after mailing if mailed by United States mail, postage prepaid, addressed to the applicable Party as set forth below:

If to the City:

City of Alameda
Alameda City Hall
2263 Santa Clara Avenue, Rm 320
Alameda, CA 94501
Tel: (510) 747-4700
Attn: City Manager

With a copy to:

City of Alameda
Alameda City Hall
2263 Santa Clara Avenue, Rm 280
Alameda, CA 94501
Tel: (510) 747-4750
Attn: City Attorney

If to CP VI Admirals Cove, LLC (Carmel):

CP VI Admirals Cove, LLC
C/O Carmel Partners
1000 Sansome Street, 1st Floor
San Francisco, CA 94103
Tel: (415) 273-2900
Attn: SVP Development and Construction

With a copy to:

Pelosi Law Group
12 Geary Street, 8th Floor
San Francisco, CA 94108
Tel: (415) 273-9670 ext. 1
Attn: Alexis Pelosi, Esq.

26. **Subsequent Actions.** The Parties understand and agree that additional documents and agreements may be necessary to carry out the intent of this MOU. The Parties hereby agree to execute and to deliver all other documents and agreements as may be reasonably necessary to carry out the purposes of this MOU.

27. **Clarification through Operating Memorandum.** The Parties acknowledge that the provisions of this MOU require a close degree of cooperation, and that new information and future events may demonstrate that changes are appropriate with respect to the details of performance of the Parties under this MOU. The Parties desire, therefore, to retain a certain degree of flexibility with respect to the details of performance of those items covered in general terms under this MOU. If and when, from time to time during the term of this MOU, the Parties find that refinements or adjustments regarding details of performance or schedule are necessary or appropriate, they may effectuate such refinements or adjustments through a memorandum (individually, an "**Operating Memorandum**", and collectively, "**Operating Memoranda**") approved by the Parties which, after execution, shall be attached to this MOU and become a part hereof. Operating Memoranda that implement the provisions of this MOU or that provide clarification to existing terms of this MOU or revise Milestone Dates may be executed on the City's behalf by its City Manager, or the City Manager's designee, without action or approval of the City Council, provided such Operating Memoranda do not change material terms of this MOU. Operating Memoranda shall not require prior notice or hearing, and shall not constitute an amendment to this MOU. Any substantive or significant modifications to the terms and conditions of performance under this MOU shall be processed as an amendment of this MOU in accordance with Section 28, and must be approved by resolution of the City Council. The City Manager is not obligated to use the authority delegated to him/her under this Section and

may (in his/her sole discretion) refer any requests for modification or clarification to the City Council for its consideration.

28. **Amendments.** This MOU may be amended only by means of a writing signed by the Parties, and pursuant to a resolution approved by the City Council, at a noticed public hearing.
29. **Third-Party Beneficiaries.** Under the Reuse Plan Amendment, the obligations of Carmel related to infrastructure improvements benefit the Housing Authority and Habitat. For this reason, and only to that extent the Housing Authority and Habitat are third-parties beneficiaries of this MOU. The City, however, has negotiated the terms of this MOU and nothing in this MOU grants the Housing Authority or Habitat the right to enforce its provisions.
30. **Parties Not Co-Venturers.** Nothing in this MOU is intended to or does establish the Parties as partners, co-venturers, or principal and agent with one another. The City has not provided any financial assistance in connection with this MOU or Carmel's proposed project. This MOU constitutes an arms-length transaction and the City has not provided any subsidies, fee waivers, or other special treatment.
31. **Non-Liability of Officials, Employees and Agents.** No City elected or appointed official, board or commission member, officer, employee, attorney, agent, volunteer or their respective successors and assigns shall be personally liable to Carmel, or any successor in interest, in the event of a City Event of Default.
32. **Integrated Contract.** The Recitals and Exhibits are a material part of this MOU and are expressly incorporated herein. This MOU represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification or amendment of this MOU will be effective only by written execution signed by both City and Carmel as provided in Sections 25 or 26.
33. **Compliance with All Applicable Laws.** During the Term of this MOU, Carmel shall use reasonable commercial efforts to keep fully informed of all existing and future federal, state and municipal laws, ordinances and regulations, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over Carmel's construction, rehabilitation and/or repairs to the backbone infrastructure at the North Housing Site and shall comply with all applicable laws, rules and regulations.
34. **Conflict of Law.** This MOU shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The MOU and the obligations of the Parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this MOU (or the successors of those authorities.) Any suits brought pursuant to this MOU shall be filed with the courts of the County of Alameda, State of California.
35. **Mutually Drafted Agreement.** Each of the Parties has been fully and competently represented by counsel of its own choosing in the negotiation and drafting of this MOU. Accordingly, the Parties agree that any rule of construction of contracts resolving any ambiguities against the

drafting party shall be inapplicable to this MOU. Further, each of the Parties acknowledges that it has read this entire document, including the attached exhibits, and fully understands its terms and effect.


36. **Waiver.** A waiver by either Party of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.
37. **Transfer and Assignment.** Prior to the issuance of the Certificate of Completion, if there is any total or partial sale, assignment or conveyance, or any transfer in any other mode of form, of the Property, either voluntarily or by operation of law, then Carmel Partners shall also assign the rights and obligations under this MOU to said transferee who has agreed in writing to accept the assignment of the obligations under this MOU and has demonstrated ability and experience to fulfill the remaining obligations, if any, in the MOU.
38. **Time of the Essence.** Time is of the essence in this MOU.
39. **Severability.** If any term of this MOU is held in a final disposition by a court of competent jurisdiction to be invalid, then the remaining terms shall continue in full force.
40. **Execution in Counterparts.** The Parties may execute this MOU in counterparts, each one of which will be an original or the equivalent thereof, and all such counterparts taken together shall constitute but one and the same agreement.

(Remainder of page intentionally left blank; signature page follows)

In WITNESS WHEREOF, the Parties have signed this Memorandum of Understanding on the dates indicated below, thereafter the Effective Date.

CITY OF ALAMEDA

CP VI Admirals Cove, LLC,
a Delaware Limited Liability Company


By: 
Elizabeth D. Warmerdam
Acting City Manager

By: _____


Date: 3/30/18

Date: _____

Recommendation for Approval:

By: 
Debbie Potter
Community Development Director

Approved as to Form:

By: 
Andrico Q. Penick 3/29/18
Assistant City Attorney

EXHIBITS:

1. Property Exhibit
2. Singleton Extension Drawing
3. Mosley Extension Drawing
4. Plat dated May 10, 2017 by CBG for Singleton and Mosley Conveyance
- 5A. Proposed Easement Area in favor of Carmel and Singleton Extension Right of Way
- 5B. Proposed Easement Area in favor of Carmel with Future Improvements
6. ADA Requirements
7. Milestone Schedule
8. Proposed Land Transfer Area Map

In WITNESS WHEREOF, the Parties have signed this Memorandum of Understanding on the dates indicated below, thereafter the Effective Date.

CITY OF ALAMEDA

CP VI Admirals Cove, LLC,
a Delaware Limited Liability Company

By: _____

Elizabeth D. Warmerdam
Acting City Manager

By: Dennis Markus

Dennis Markus, Authorized Signatory

Date: _____

Date: 3/29/2018

Recommendation for Approval:

By: _____

Debbie Potter
Community Development Director

Approved as to Form:

By: _____

Andrico Q. Penick
Assistant City Attorney

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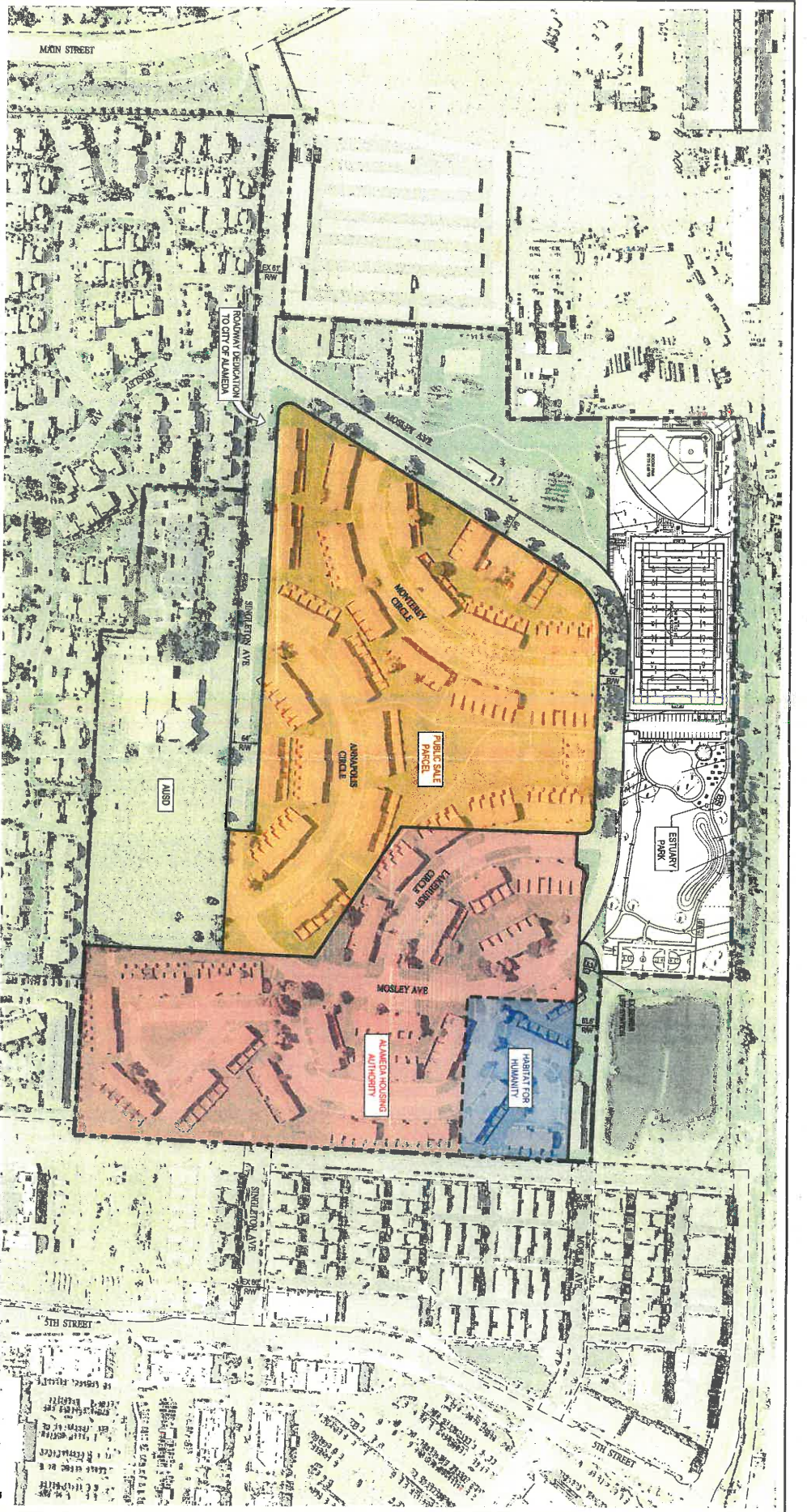


EXHIBIT I

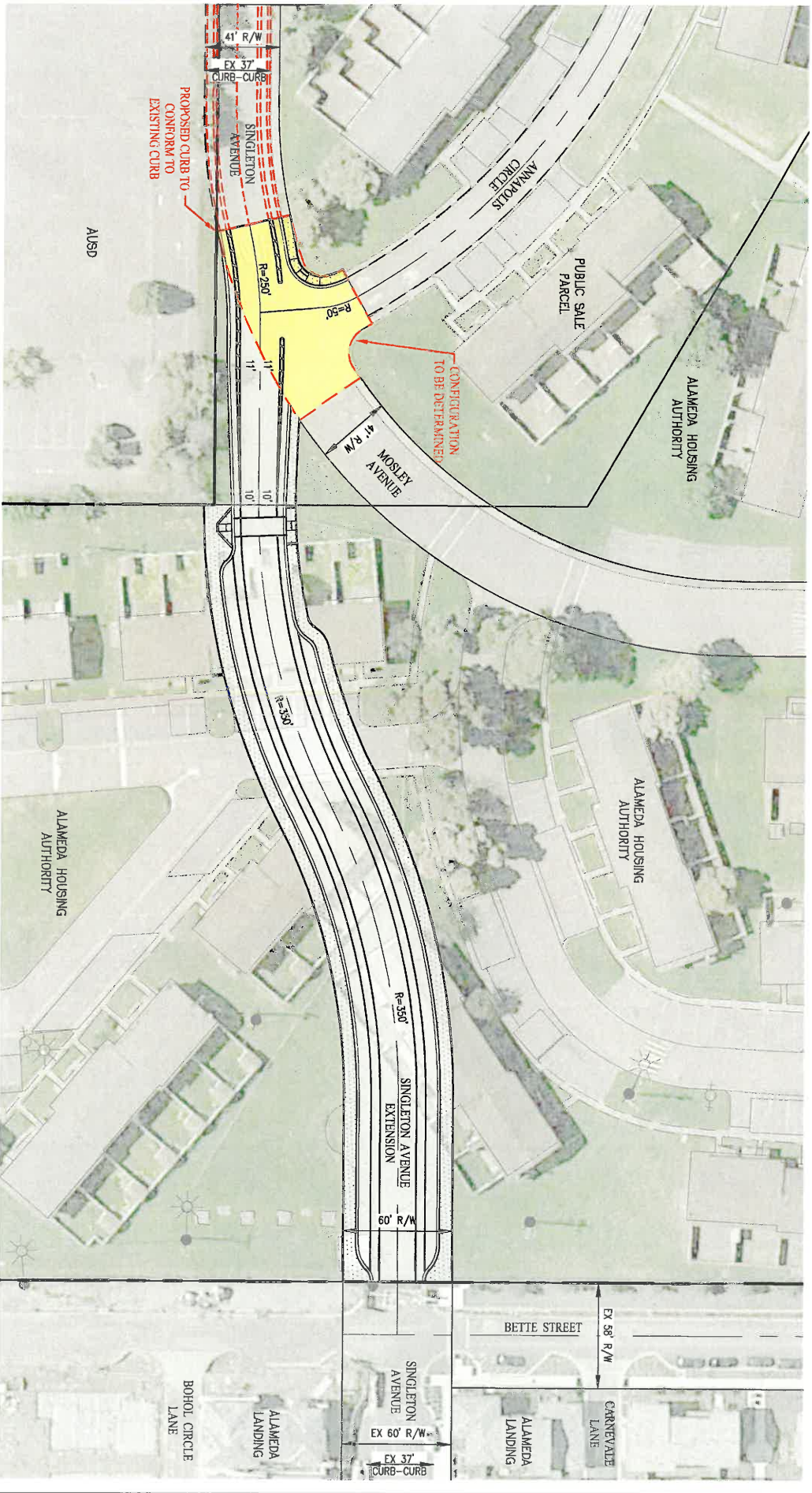
NORTHERN HOUSING SITE

CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA



	Callison, Retick & Olson, Inc.
	CIVIL ENGINEERS & ARCHITECTS - PLANNERS
2000 CLAYTON ROAD, SUITE 200 ALAMEDA, CALIFORNIA 94606	(925) 962-0222 www.cro-inc.com

THESE PLANS AND SPECIFICATIONS WERE PREPARED BY THE ENGINEER OR ARCHITECT NAMED HEREON AND TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL APPLICABLE LAWS AND ORDINANCES.

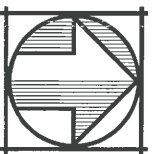


NORTHERN HOUSING SITE SINGLETON EXTENSION

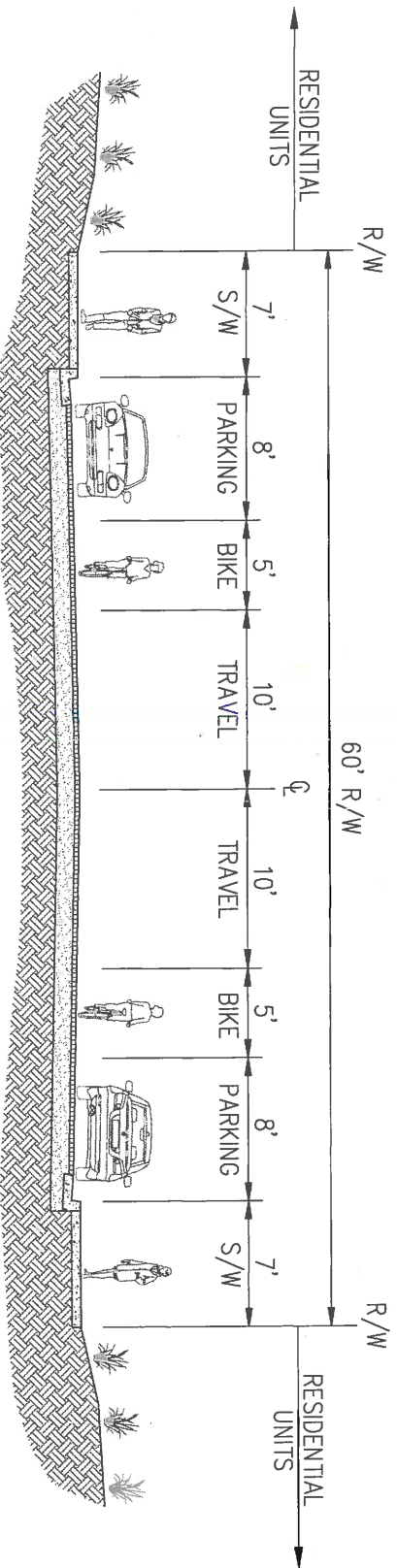
CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA

DATE: FEBRUARY 13, 2018 SCALE: 1" = 80'

EXHIBIT 2



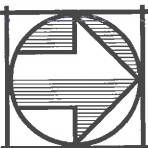
BKF 100+
YEARS
ENGINEERS . SURVEYORS . PLANNERS



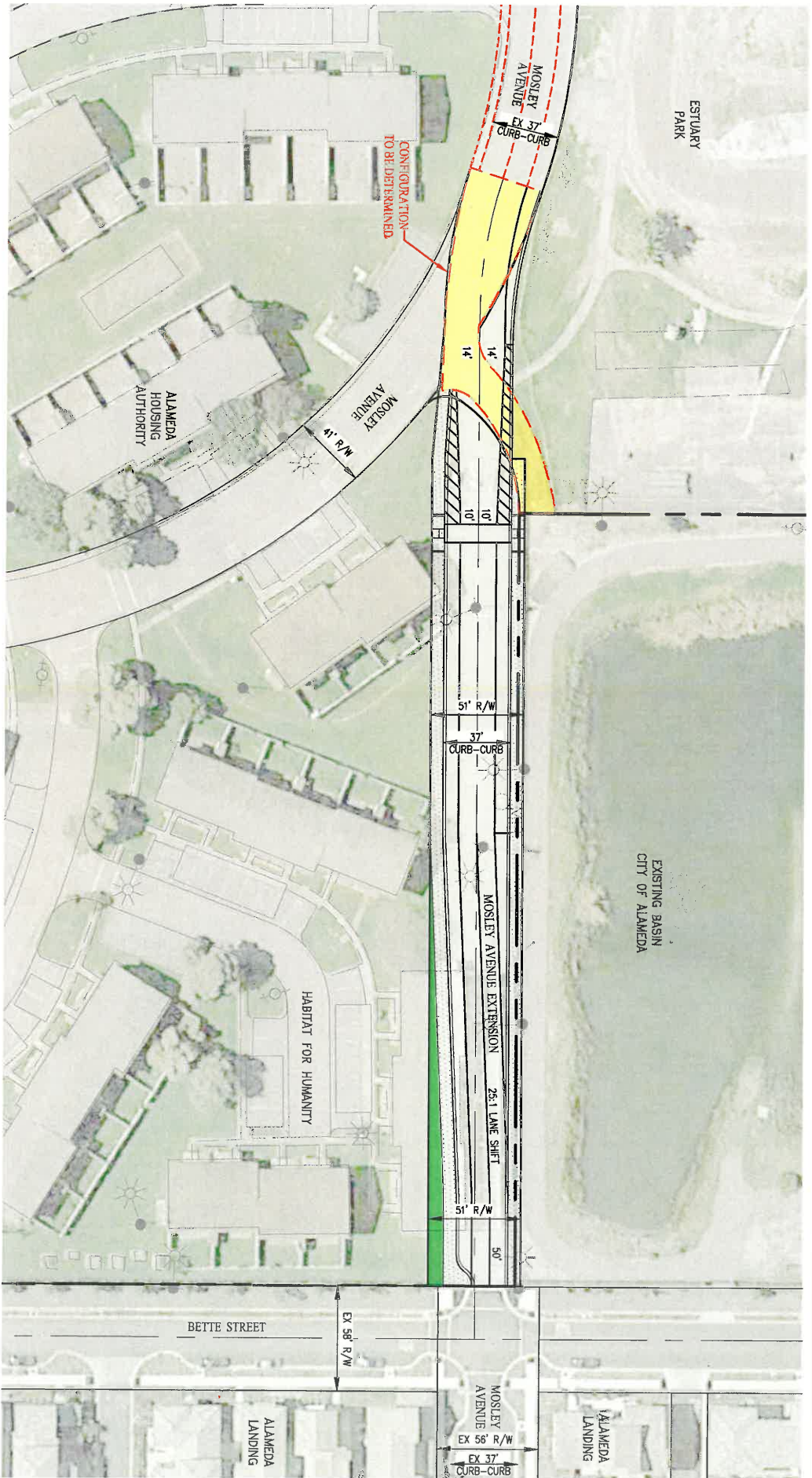
SINGLETON AVENUE
NOT TO SCALE

**NORTHERN HOUSING SITE
SINGLETON EXTENSION**

CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA
DATE: FEBRUARY 13, 2018 NOT TO SCALE



	Carlson, Barbee & Gibson, Inc. CIVIL ENGINEERS • SURVEYORS • PLANNERS www.cbargroup.com
	925.886.0322 916.315.1877

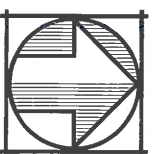


NORTHERN HOUSING SITE MOSLEY EXTENSION

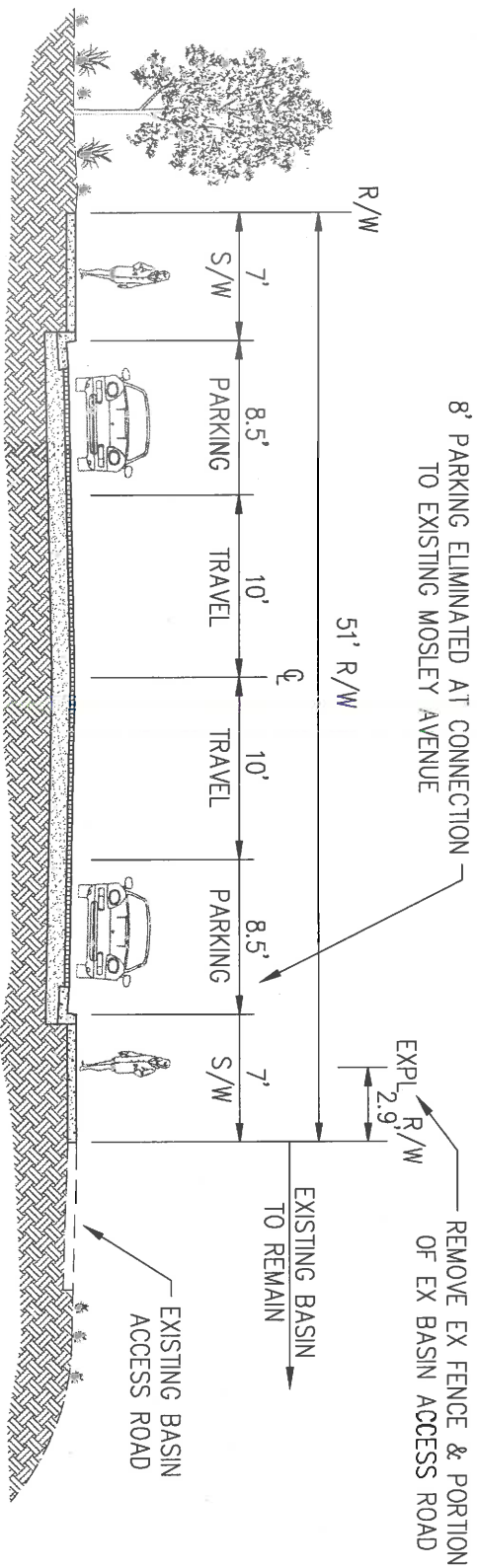
CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA

DATE: FEBRUARY 13, 2018 SCALE: 1" = 80'

EXHIBIT 3



BKF 100+
YEARS
ENGINEERS . SURVEYORS . PLANNERS

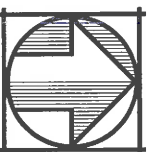


MOSLEY AVENUE CONNECTION

NOT TO SCALE

NORTHERN HOUSING SITE MOSLEY EXTENSION

CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA
DATE: FEBRUARY 13, 2018 NOT TO SCALE



Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
www.cbbg.com

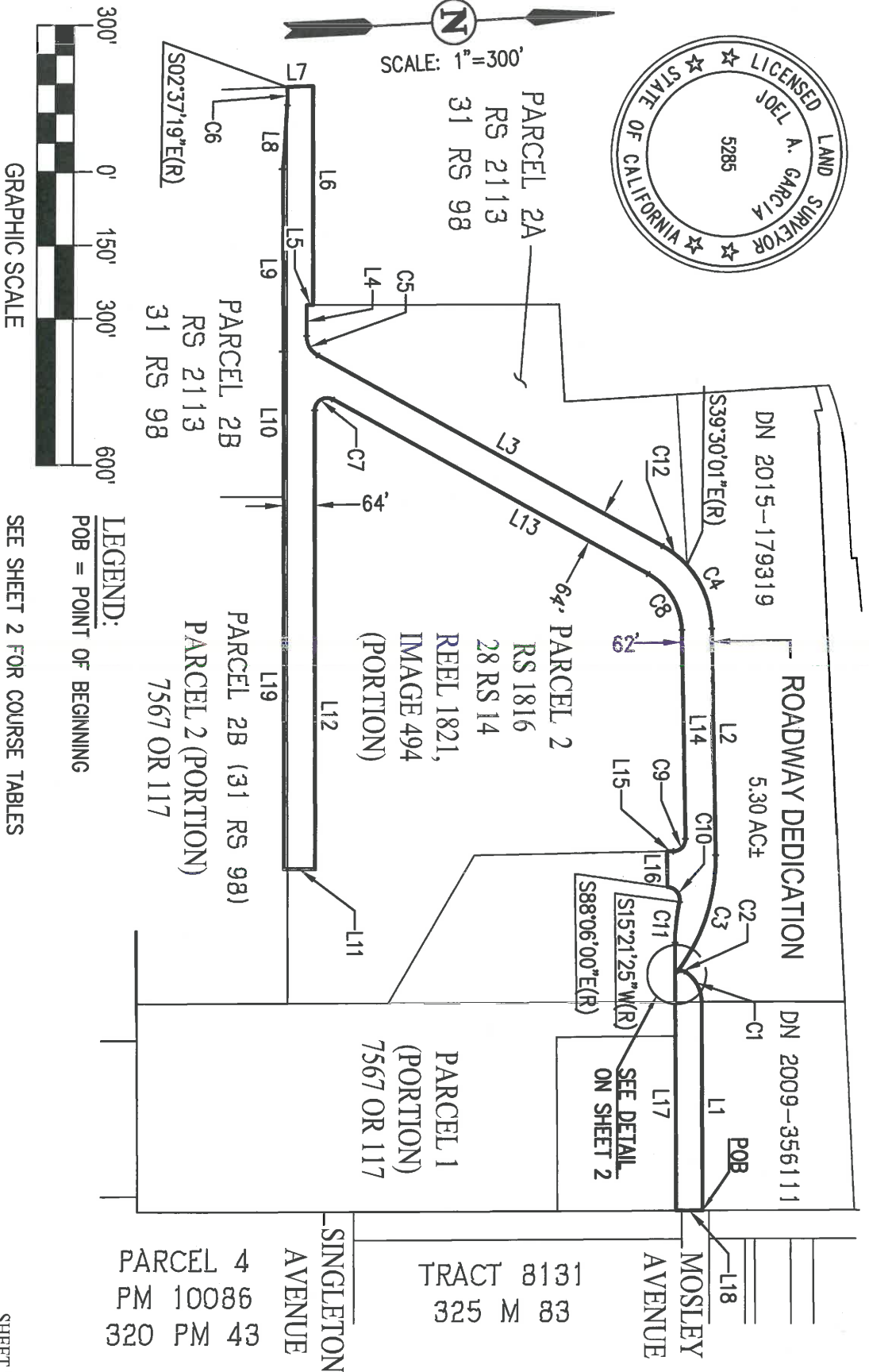
SAN FRANCISCO, CALIFORNIA
SACRAMENTO, CALIFORNIA

(925) 555-1022
(916) 575-1877

EXHIBIT 4



SCALE: 1"=300'



PLAT TO ACCOMPANY LEGAL DESCRIPTION

ROADWAY DEDICATION
ALAMEDA, CALIFORNIA

MAY 10, 2017

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
2633 CAMINO RAMON, SUITE 350
SAN RAMON, CALIFORNIA, (925) 866-0322

SHEET 1 OF 2

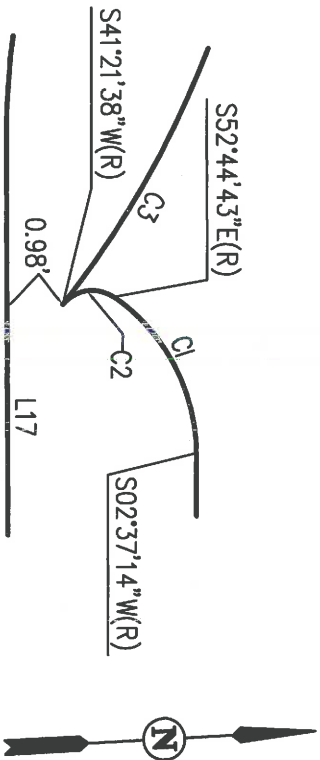
LINE TABLE		
NO	BEARING	LENGTH
L1	N87°21'52"W	426.49'
L2	N88°06'00"W	463.93'
L3	S31°49'50"W	809.54'
L4	N86°36'51"W	63.24'
L5	N02°50'34"E	13.02'
L6	N87°13'09"W	448.32'
L7	S00°33'45"W	53.65'
L8	S83°38'07"E	130.83'
L9	S87°14'57"E	372.85'
L10	S87°12'11"E	297.21'

LINE TABLE		
NO	BEARING	LENGTH
L11	N02°46'51"E	64.00'
L12	N87°12'11"W	939.24'
L13	N31°49'50"E	740.67'
L14	S88°06'00"E	427.74'
L15	S01°54'00"W	13.31'
L16	S88°06'00"E	73.00'
L17	S87°21'52"E	547.89'
L18	N02°46'51"E	53.60'
L19	S87°12'11"E	762.53'

NOTE:

COURSES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 3. DISTANCES SHOWN ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES DIVIDE GROUND DISTANCES BY THE COMBINED SCALE FACTOR OF 1.00007055, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY NO. 1816 (28 RS 14).

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	75.01'	55°21'57"	72.48'
C2	15.00'	85°53'39"	22.49'
C3	378.03'	39°27'38"	260.35'
C4	197.01'	41°24'01"	142.35'
C5	45.00'	61°33'19"	48.35'
C6	239.02'	8°59'12"	37.49'
C7	25.00'	119°02'01"	51.94'
C8	134.00'	60°04'10"	140.49'
C9	25.00'	90°00'00"	39.27'
C10	25.00'	103°27'25"	45.14'
C11	378.00'	12°43'17"	83.93'
C12	197.01'	18°40'07"	64.19'



DETAIL
NOT TO SCALE

SHEET 2 OF 2

PLAT TO ACCOMPANY LEGAL DESCRIPTION

ROADWAY DEDICATION
ALAMEDA, CALIFORNIA

MAY 10, 2017

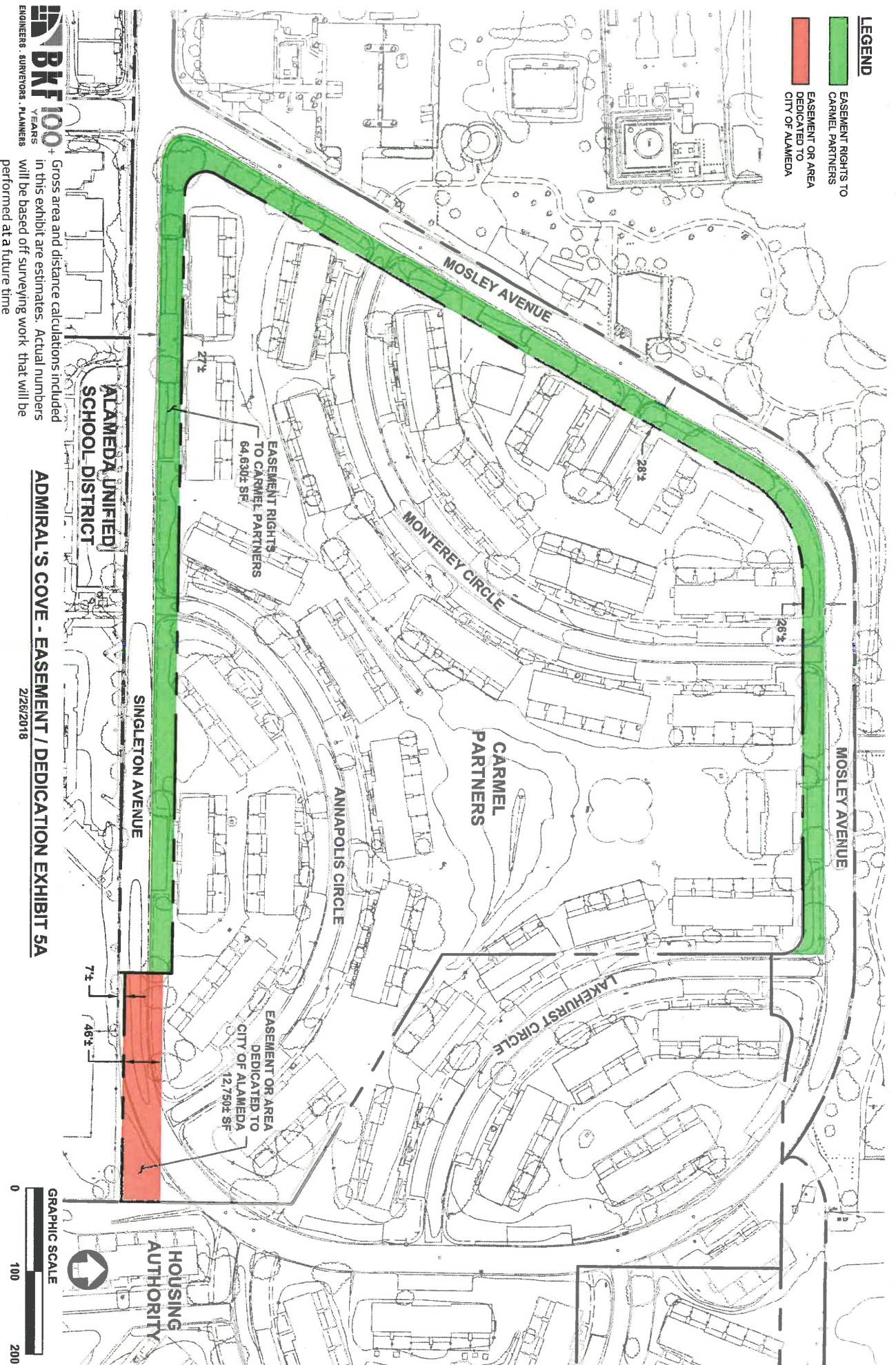
Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
2633 CAMINO RAMON, SUITE 350
SAN RAMON, CALIFORNIA, (925) 866-0322

EXHIBIT 5A

LEGEND

- EASEMENT RIGHTS TO CARMEL PARTNERS
- EASEMENT OR AREA DEDICATED TO CITY OF ALAMEDA



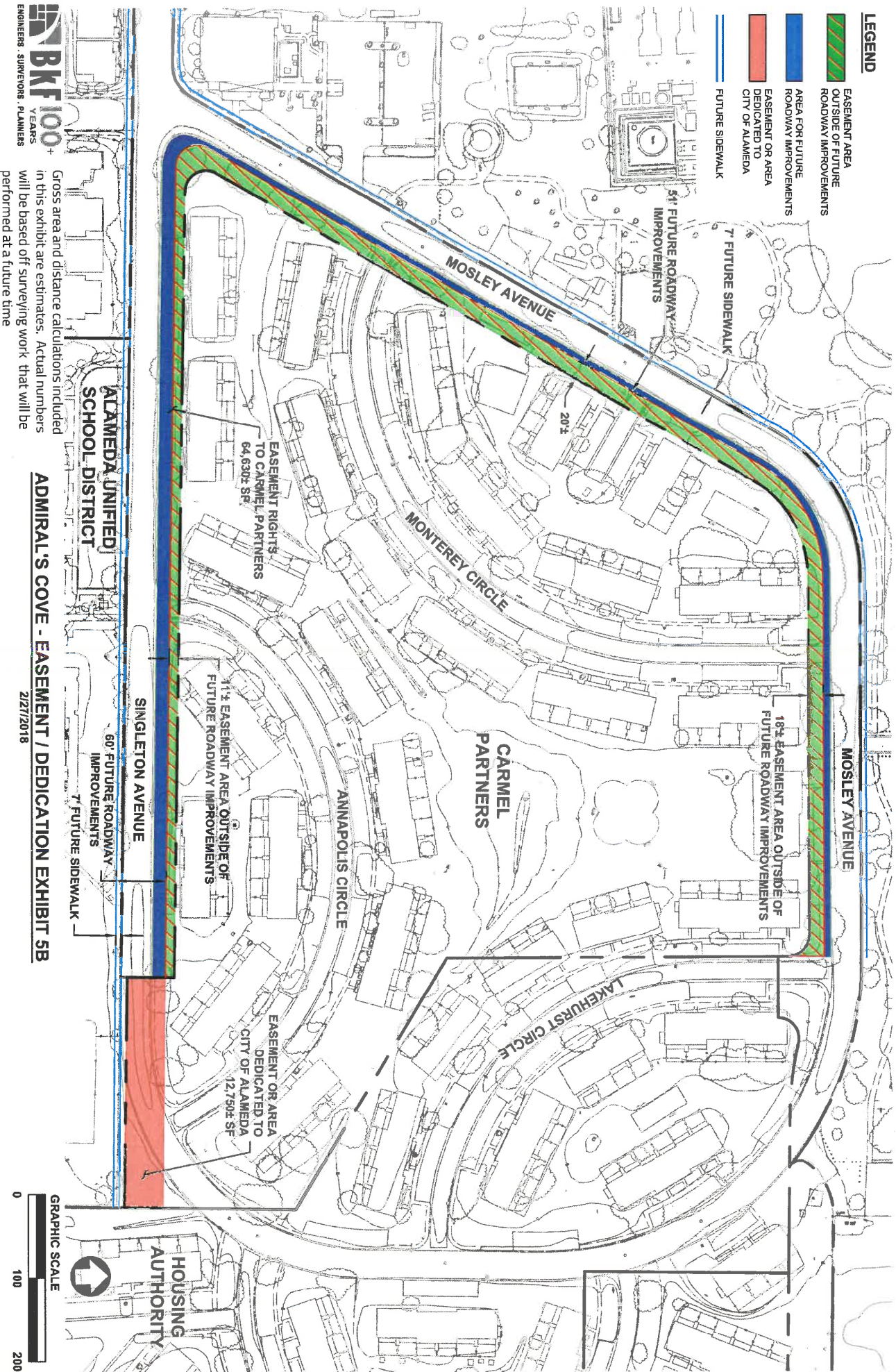
BK 100
YEARS
ENGINEERS, SURVEYORS, PLANNERS

Gross area and distance calculations included in this exhibit are estimates. Actual numbers will be based off surveying work that will be performed at a future time

ADMIRAL'S COVE - EASEMENT / DEDICATION EXHIBIT 5A

2/26/2018

EXHIBIT 5B

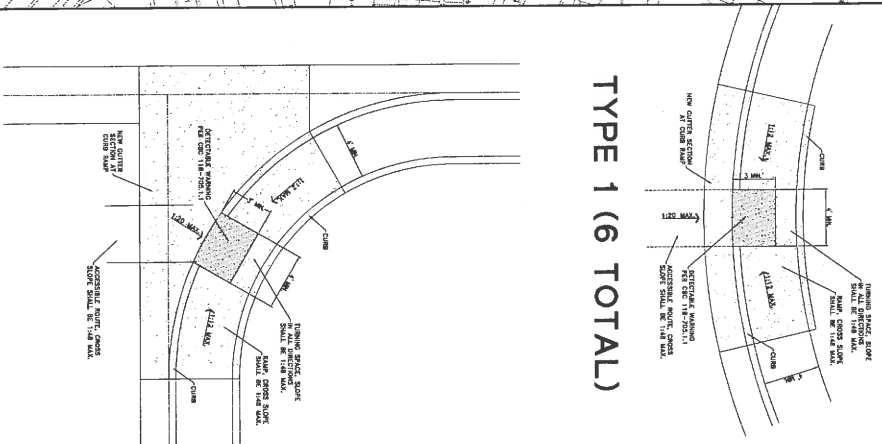
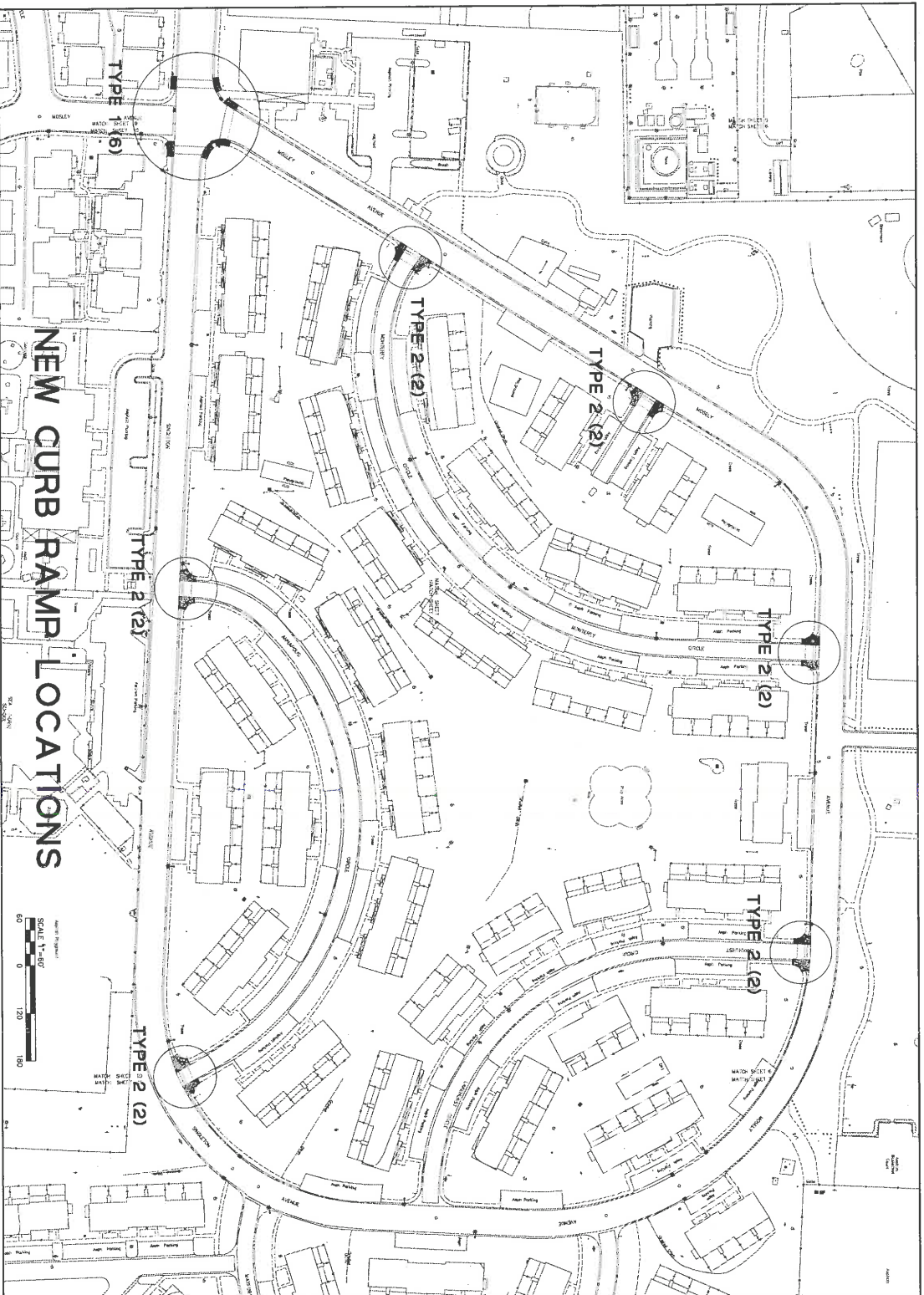


BKF100+
YEARS
ENGINEERS, SURVEYORS, PLANNERS

Gross area and distance calculations included in this exhibit are estimates. Actual numbers will be based off surveying work that will be performed at a future time

ADMIRAL'S COVE - EASEMENT / DEDICATION EXHIBIT 5B

2/27/2018



ENGINEERS, SURVEYORS, PLANNERS

DEC. 4, 2017

ADMIRAL'S COVE

Curb Ramps

EXHIBIT 7

MILESTONE SCHEDULE

This Milestone Schedule summarizes the schedule for various activities under the Memorandum of Understanding (the "**MOU**") to which this exhibit is attached. This Milestone Schedule shall not be deemed to modify in any way the provisions of the MOU to which such items relate. Section references to the MOU are intended merely as an aid in relating this Milestone Schedule to other provisions of the MOU and shall not be deemed to have any substantive effect.

Whenever this Milestone Schedule requires the submission of plans or other documents at a specific time, such plans or other documents, as submitted, shall be complete and adequate for review by the City or other applicable governmental entity within the time set forth herein. Prior to the time set forth for each particular submission, Carmel shall consult with City staff informally as necessary concerning such submission in order to assure that such submission will be complete and in a proper form within the time for submission set forth herein.

ACTION	MILESTONE DATE
1. Execute the MOU. The Parties shall fully execute this Memorandum of Understanding. <i>[Introductory Paragraph]</i>	Effective Date is March <u>30</u> , 2018
2. Carmel to Provide Insurance Certificates and Additional Insured Endorsements. Carmel to Provide City with Required Insurance Certificates and Additional Insured Endorsements. [§23]	30 days before commencing any work on the Property.
3. Demolition. Subject to the provisions in Section 9, Carmel shall commence the Mosley Demolition Work. Subject to the provisions in Section 10, Carmel shall commence the Singleton Demolition Work. [§8.4, 9 & 10]	Within six (6) months of the Navy transfer to Carmel.
4. Roadway Extension Plans. Carmel submits plans to the City for the construction of Mosley and Singleton Road extensions consistent with Section 8.	Within 30 days of the start of demolition of the six (6) existing structures
5. Roadway Extension Completion. Carmel constructs and delivers the Mosley and Singleton Road extensions as per the approved roadway extension plans. [§8]	Within 12 months of Roadway Extension Permit issuance
6. In Lieu Payments. If the conditions precedent to Carmel constructing the Mosley	No later than January 15, 2019.

ACTION	MILESTONE DATE
extensions are not satisfied, Carmel pays to the City a fee for roadway construction. [§9.6]	
7. Infrastructure Plan(s) Submittal. Carmel submits all applicable infrastructure improvement plans for backbone infrastructure based on the capacity and other requirements identified in Sections 7 through 14 of the MOU, with the exception of the Mosley and Singleton Road Extensions, to applicable approving bodies including AMP, PG&E, EBMUD and City for review and processing. [§7]	Within six (6) months of the Effective Date
8. City Infrastructure Plan Approval(s). City reviews and approves infrastructure improvements plans that are under its jurisdiction (i.e., Sanitary Sewer, Existing Roadways, and Roadway Extension Plans) pursuant to this MOU. [§7.3]	Within forty-five (45) days of complete permit application submittal.
9. City and Carmel to Draft Ordinance for Easements and/or fee title conveyance for parts of Mosley Avenue and Singleton Avenue. The City and Carmel to work in good faith to address encroachment issues along Mosley and Singleton Avenues and ownership of segment on Southeast corner of the Property needed for Singleton Extension. [§11.2]	Within sufficient time for a first reading at City Council on May 1, 2018.
10. Construction, Rehabilitation or Repair of ADA Requirements Along Mosley and Singleton Avenues. Carmel to construct, rehabilitate or repair to meet the ADA Requirements along Mosley and Singleton Avenues. [§11.6]	Within two (2) years of permit issuance.
11. Construction, Rehabilitation or Repair of Street Lights Along Mosley and Singleton Avenues. Carmel to construct, rehabilitate or repair the street lights along Mosley and Singleton Avenues. [§11.7]	Within two (2) years of permit issuance.

ACTION	MILESTONE DATE
12. Construction, Rehabilitation or Repair of Backbone Infrastructure – Sanitary Sewer. Carmel to construct, rehabilitate or repair the sanitary sewer system per the MOU. [§12]	Within two (2) years of permit issuance.
13. Carmel shall pay for Storm Water System Repairs. Carmel to pay for the City to construct a flap gate and to clean out the existing storm drain system as per the MOU. [§13]	Consistent with Section 13.1.
14. Construction, Rehabilitation or Repair of Backbone Infrastructure – Potable Water System. Carmel to construct, rehabilitate or repair the potable water system per the MOU. [§14]	Within two (2) years of permit issuance.
15. Construction, Rehabilitation or Repair of Backbone Infrastructure – Electric Service. Carmel to construct new electrical service lines per the MOU. [§15]	Within two years (2) of permit issuance.
16. Expiration Date. The date that the MOU expires unless earlier terminated and is of no further force or effect. [§3]	Consistent with Section 3.

EXHIBIT 8

