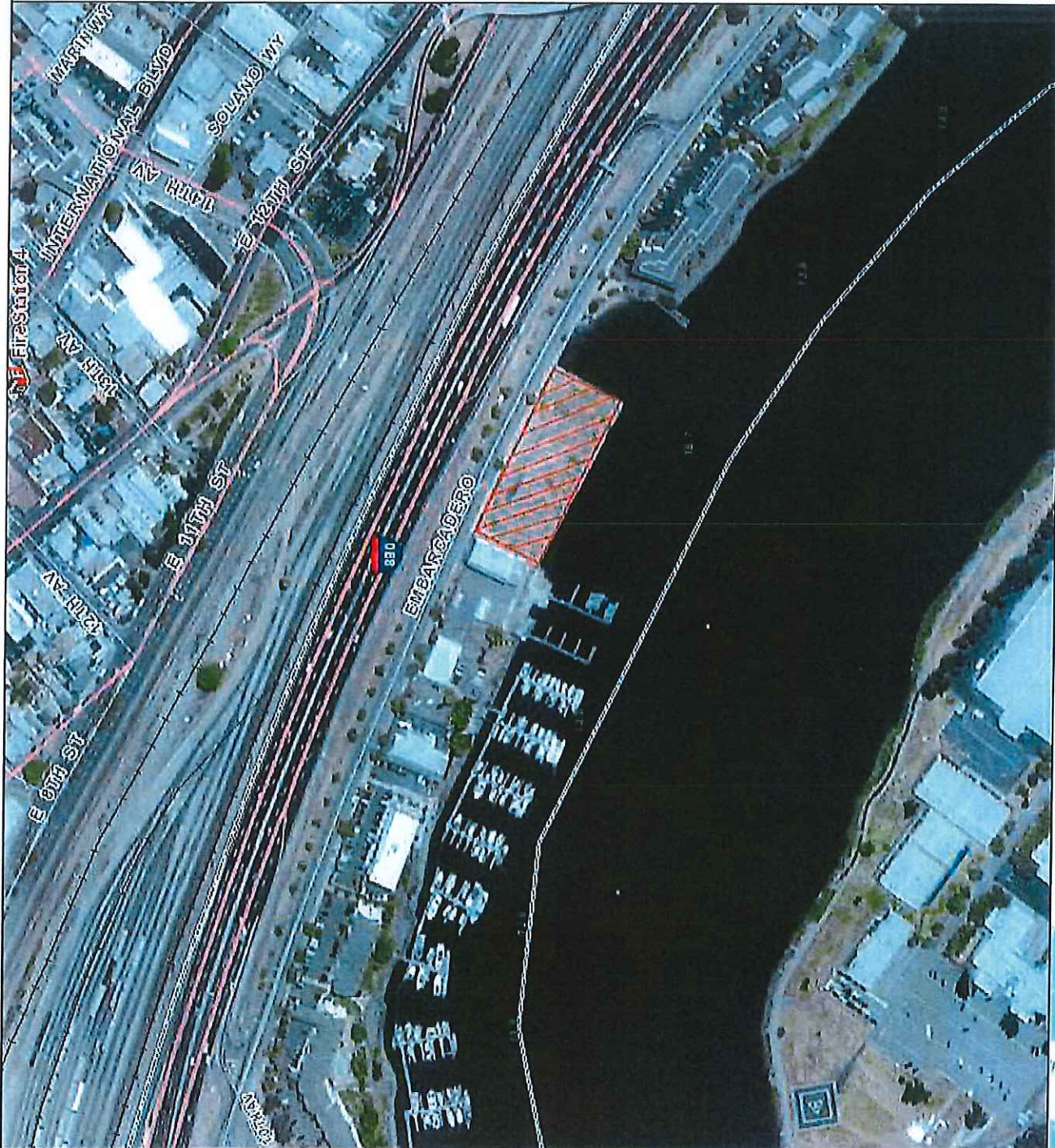
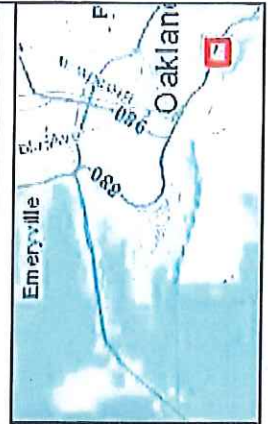


EXHIBIT A

1441-1551 Embarcadero

- Severe
- ☒ Flash Flood Warning
 - ☒ Severe Thunderstorm Warning
 - ☒ Special Marine Warning
 - ☒ Tornado Warning
- Warnings
- ☐ Ashfall Warning
 - ☐ Avalanche Warning
 - ☐ Blizzard Warning
 - ☐ Civil Danger Warning
 - ☐ Coastal Flood Warning
 - ☐ Dust Storm Warning
 - ☐ Earthquake Warning
 - ☐ Excessive Heat Warning
 - ☐ Extreme Cold Warning
 - ☐ Extreme Wind Warning
 - ☐ Fire Warning
 - ☐ Flash Flood Warning
 - ☐ Flood Warning
 - ☐ Freeze Warning
 - ☐ Gale Warning
 - ☐ Hard Freeze Warning
 - ☐ Hazardous Materials Warning
 - ☐ Hazardous Seas Warning
 - ☐ Heavy Freezing Spray Warning
 - ☐ High Surf Warning
 - ☐ High Wind Warning
- Unlabeled, Green, White, Red

Notes:



0 192 Feet 1:4,615
© Port of Oakland

This map is a user-generated static output from an Internet map viewer, and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

EXHIBIT B

Exclusive Negotiating Agreement

THIS EXCLUSIVE NEGOTIATING AGREEMENT (this "**Agreement**") is dated for reference purposes as of _____, 2017 (the "**Reference Date**"), is entered into by and among the CITY OF OAKLAND, a municipal corporation, acting by and through its Board of Port Commissioners (the "**Port**"), and the EAST BAY REGIONAL PARK DISTRICT, a California special district ("**District**").

THIS AGREEMENT IS MADE WITH REFERENCE TO THE FOLLOWING FACTS AND CIRCUMSTANCES ("**Recitals**"):

A. WHEREAS, the Port owns approximately 1.7 acres of vacant, unimproved land located at 1441-1551 Embarcadero Road, Oakland, California ("**Port Lands**"), as depicted in Exhibit A, attached hereto. The District has proposed to lease the Port Lands for the development and operation of a passive, regional recreational park and trail staging site with off-street parking and a segment of the San Francisco Bay Trail (herein, the "**Proposed Uses**"); and

B. WHEREAS, the Port and the District have negotiated certain key terms and conditions of a proposed lease of the Port Lands and also proposed entering into an exclusive negotiating agreement to give the District time to complete its due diligence on the Port Lands and to allow the parties time to further refine the key terms of the Lease attached hereto as Exhibit B, and negotiate additional terms, draft, and execute a long-term lease of the Port Lands; and

C. WHEREAS, the Port is willing to enter into exclusive negotiations with the District for the Port Lands to further refine and discuss the terms and conditions of a lease subject to the terms and conditions set forth herein below.

ACCORDINGLY, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Port and the District agree as follows:

1.00 Negotiations: During the Term of this Agreement, the Port and the District agree to negotiate exclusively with each other and in good faith for the purpose of attempting to reach an agreement on the terms and conditions of a lease of the Port Lands ("**Lease**") by the District for the District's development and operation of the Proposed Uses thereon. The parties agree that the Port's ability to enter into the Lease is subject to the provisions of Sections 3.00 and 5.00 below. During the term of this Agreement, the District will be performing due diligence on the Port Lands and the Proposed Uses. The Port agrees to provide information available as requested by the District regarding the Port Lands, including, without limitation, information related to the environmental and other conditions of the Port Lands and to negotiate exclusively with the District to reach agreement on the terms and conditions of the Lease in accordance with the terms and conditions of this Agreement.

1.01 Parameters for Negotiations. The following nonexclusive list of items related to the Lease shall be the subject of negotiations during the term of this Agreement:

- (A) further refinement of the key terms and conditions of the Lease as proposed in Exhibit B, and negotiate other terms of the Lease;
- (B) a written description of all Proposed Uses and related activities, including non-recreational venue uses, ancillary and other beneficial and Public Trust uses, if any are proposed;
- (C) a written description of possible on and off-site improvements, including, without limitation, any structures, needed to support the Proposed Uses and related activities, including, without limitation, additional environmental investigation and remediation, site preparation and utility installation activities;
- (D) terms and conditions for the District's assignment or sublease of its rights under the Lease; and
- (E) within 12 months from execution of the Lease pending approval by District's Board of Directors, a draft concept plan for the development of improvements needed for the Proposed Uses that has been reviewed by the District Board's Executive Committee.

The District shall deliver to the Port an initial proposal on the matters set forth in items (B)-(C) above promptly following the commencement of this Agreement, but no later than November 1, 2017, to allow the parties a reasonable time to negotiate and agree upon such terms during the Term of this Agreement.

Section 1.02 Provision of Information. The obligation to negotiate exclusively and in good faith pursuant to this Agreement shall not prevent the Port from providing any information about the Port Land that exists and is in the Port's possession as of the effective date of this Agreement to any third party.

Section 1.03 The parties agree that the obligation to negotiate exclusively and in good faith pursuant to this Agreement shall not be construed to prevent the parties from soliciting input from key regulatory agencies and community stakeholders related to the Proposed Uses in collaboration with each other.

Section 1.04 The District acknowledges that the Port has previously executed a Temporary Right of Entry and Construction Access Agreement with the City of Oakland for a portion of the Port Lands for construction of waterfront trail improvements. The District acknowledges receipt of a copy of that Temporary Right of Entry and Construction Access Agreement from the Port.

Section 1.05 Port representations and disclosures. The District hereby acknowledges and agrees that the Port has provided the District with copies of those documents and records listed on Exhibit C, attached hereto. The District may request additional records that the Port may have in its possession so long as the District clearly identifies or describes the name of the records it seeks. Upon receipt of such request, the Port will search its records and if the Port possesses such records will make such records available to District. The Port will not intentionally conceal any knowledge of the presence of contamination or hazardous substances on, from or under the Port Lands. The Port

makes no representation or warranties as to the accuracy of any records disclosed to the District. Consistent with the Port's willingness to lease the Port Lands in its "as-is" condition, it shall be the District's responsibility to verify or accept the accuracy of any records that the Port provides pursuant to this Section 1.05.

2.00 Deposit and Reimbursement of Port Expenses. Concurrent with the District's execution of this Agreement, District shall, at District's sole cost and expense, open an escrow with a title company selected by District and deposit into such escrow the amount of Thirteen Thousand Eight Hundred Dollars (\$13,800.00)(the "Deposit"). If within the first six (6) months from the Effective Date (defined below) the District gives the Port written notice (the "**District's Notice**") that the District in good faith, and in its sole discretion, wishes to terminate this Agreement, the escrow holder shall be directed to refund to the District the Deposit and any accrued interest in full. If the Port does not receive the District's Notice within such six (6) month period and no Lease has been agreed upon by the parties, the parties will direct the escrow holder to deliver the entire Deposit together with any accrued interest to the Port. For the avoidance of doubt, as between the Port and District, the District shall be solely responsible for all costs associated with escrow. If the parties thereafter reach agreement and execute a Lease on or before the expiration of this Agreement, the Port agrees to apply a portion of the Deposit to the first three (3) month's rent under the Lease and shall be entitled to retain the remaining portion of the Deposit as consideration for removing the Port Lands from the market during the term of this Agreement. If no Lease is entered into by the expiration of the term of this Agreement, the Port shall be entitled to retain the entire Deposit together with any accrued interest.

3.00 Threshold Conditions and Limitations.

3.01 Port Discretion: The District acknowledges and agrees that under this Agreement, the Port is not committing itself or agreeing to enter into the Lease or undertake any exchange or lease of real property, or to grant any disposition of any real property interests to the District, approve any land use entitlements or undertake any other acts or activities relating to the subsequent independent exercise of discretion by the Port or the Port Board. This Agreement does not constitute the disposition of property or exercise of control by the Port over property, and other than the obligation set forth in Section 1.00 above, the Port shall have no legal obligation to District with respect to the Port Lands or the proposed Lease unless and until the parties have negotiated, executed, and delivered a mutually acceptable Lease and the Port Board has approved the same. The parties further agree that any Lease executed by the parties will be subject to the parties having completed all necessary environmental review required under the California Environmental Quality Act ("CEQA") prior to the execution of the Lease. The parties hereby agree that for purposes of such environmental review, the governing body of the District shall serve as the "lead agency" under CEQA, and the Port's Board of Port Commissioners (the "Port Board") shall serve as a "responsible agency" under CEQA. The parties further agree that the project to be evaluated under CEQA shall include the Lease and the Proposed Uses. The parties furthermore agree that the act of entering into this Agreement is not a project subject to CEQA.

3.02 District Discretion: By entering into this Agreement, the District does not commit itself to enter into a binding Lease. The parties agree that, other than the obligation set forth in Section 1.00 above, the District shall have no legal obligation to the Port with respect to the Port Lands or the proposed Lease unless and until the parties have negotiated, executed, and delivered a mutually acceptable Lease.

3.03 Conflicts of Interest: The District represents and warrants that it is familiar with the provisions of Section 1090 and Sections 87100 et seq. of the California Government Code, which provides that no member, official, or employee of the Port may have any personal interest, direct or indirect, in this Agreement nor shall any such member, official, or employee participate in any decision relating to this Agreement that affects her or his personal interest or the interests of any corporation, partnership or association in which she or he is interested directly or indirectly. As to the provisions referred to in the previous sentence, the District does not know of any facts that constitute a violation of Section 1090 or Sections 87100 et seq. of the California Government Code. The District further warrants that the District's execution of the Lease will not result in or constitute a violation of Section 1090 or Section 87100 et seq. of the California Government Code.

4.00 Term and Termination: The term of this Agreement (the "**Term**") shall begin on the Effective Date and terminate on the Termination Date (as such terms are defined below). This Agreement shall commence upon the later to occur of (a) the date that the Port Board authorizes and approves this Agreement, or (b) the date that the authorized representatives of the District and the Port have signed this Agreement, and the Port Attorney or his designee has approved the Agreement as to form and legality ("**Effective Date**"). This Agreement shall terminate on the earliest to occur of (i) the execution of the Lease by the District and the Port following authorization and approval thereof by the Port Board and the District's governing body, respectively, or (ii) April 1, 2018 (the "**Termination Date**"). In the event that the Port and District reach substantial agreement on the material terms of the Lease by the end of the Term, but the Port Board has not yet taken a final action to approve or disapprove the Lease, then the Term shall be automatically extended until the earlier of the date that the Port Board and the District's governing body each considers and acts on the final form of the Lease or June 1, 2018.

5.00 Agreement Subject to Tidelands Trust, Environmental Review and Governmental Approvals: In addition to the provisions of Section 3.01 above, the District acknowledges that the Port cannot enter into or be bound by any documents or agreements that shall cause or result in any future work by the District on the Port Lands (including, without limitation, the Lease) or a grant of any rights with respect to any development or use of the Port Lands that is inconsistent with the Port's obligations under state Tidelands Trust requirements and principles. The District acknowledges that the Port is acting in its capacity as a property owner with a proprietary interest in the Port Lands and not as a regulatory agency with police powers. Nothing in this Agreement shall limit in any way the District's obligation to obtain any regulatory approvals from any governmental agency having jurisdiction over the Port Lands or the operations proposed to be conducted thereon, including, but not limited to, the Port, the City of Oakland, and the San Francisco Bay Conservation and Development Commission.

6.00 Amendments: This Agreement may be amended or modified only by a written instrument executed by the Port and the District.

7.00 Severability: If any provision of this Agreement or its application to any person or circumstance, is held invalid by any court, the invalidity or inapplicability of such provision shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, and the remaining portions of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as so modified by, and in response to, such invalidation would be unreasonable or grossly inequitable under all of the circumstances or would frustrate the fundamental purposes of this Agreement. Without limiting the foregoing, in the event that any applicable federal or state law prevents or precludes compliance with any material term of this Agreement the parties shall promptly modify, amend, or suspend this Agreement, or any portion of this Agreement, to the extent necessary to comply with such provisions in a manner that preserves to the greatest extent possible the benefits to each of the parties to this Agreement before such conflict with federal or state law. However, if such amendment, modification, or suspension would deprive the Port or the District of the substantial benefits derived from this Agreement or make performance unreasonably difficult or expensive, then the affected party may terminate this Agreement upon written notice to the other party. In the event of such termination, neither party shall have any further rights or obligations under this Agreement except as otherwise provided herein.

8.00 Non-Waiver: No waiver made by either party with respect to the performance, or manner or time of performance, or any obligation of the other party or any condition to its own obligation under this Agreement shall be considered a waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived to the extent of such waiver, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

9.00 No Presumption Against Drafter: This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each party has been represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purposes of the parties and this Agreement.

10.00 Governing Law: This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of California.

11.00 Relationship of the Parties: The District is and shall at all times be and remain independent from the Port and shall not be an agent of the Port. Nothing herein contained shall be construed to place the parties in the relationship of partners or joint venturers. Neither party shall have any right or power to obligate or bind any other party in any manner whatsoever except as expressly authorized in this Agreement. This Agreement is not intended, nor shall it be construed, to create any third party beneficiary rights in any third party, unless otherwise expressly provided. No party is a fiduciary to any other party under this Agreement and no party

has any special responsibilities to any other party to this Agreement beyond any obligations expressly set forth herein.

12.00 Survival: Notwithstanding anything to the contrary in this Agreement, any obligation that arises and was not satisfied before termination shall survive any termination of this Agreement, except to the extent otherwise provided herein.

13.00 Mutual Confidentiality, Trade Secret, Personal, Financial and Other Proprietary Information: To the extent permitted by applicable law, the parties shall maintain all information concerning or documents produced for the purpose of negotiations between the parties conducted pursuant to this Agreement as confidential, disclosing information only to those individuals and representatives as designated by the other party, provided that such individuals acknowledge and agree to maintain the confidentiality of such information. The parties enter into this Agreement with the understanding that in the course of the negotiations the Port may require or request that the District provide certain information that is proprietary. Such information may be necessary for the Port to verify financial, operational, or trade secret information that is relevant to the negotiation of the Lease and that will serve the public interest in assisting the Port to negotiate effectively. To the extent that District agrees to provide such information, provided that as to such information the District designates as confidential or proprietary by clearly marking and labeling such information "CONFIDENTIAL", the Port shall not disclose such information publicly without the District's consent, except to the extent that the Port is required to make such a disclosure under applicable law, as determined in the Port's reasonable discretion. The Port and District each agrees to notify the other party of any public records request that involves information that the other party has designated as confidential or proprietary under this Agreement. Each party agrees to bear all the costs of any litigation that is filed to determine the applicability of the public records law to documents submitted by that party and designated as confidential or proprietary under this Section. Each party acknowledges that the other party's disclosure of any information designated as confidential or proprietary by the disclosing party to third party consultants retained by that party to assist such party in its negotiations with the District or to otherwise advise such party with regard to such party's finances shall not be considered a public disclosure under this Section 13.00. Final drafts of the Lease proposed for approval by the Port Board or the District's governing body will be made available to the public, and each party is generally required to comply with requests for disclosure made pursuant to the California Public Records Act (Cal. Gov. §6250 et seq.), unless a statutory exemption from disclosure is available. The provisions under this Section 13.00 shall survive the Term.

14.00 Attorneys' Fees: In the event of a default under this Agreement or in the event a dispute arises in a judicial or quasi-judicial proceeding concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its or their rights hereunder (whether or not such action is prosecuted to judgment), including, without limitation, court costs and reasonable in-house and outside attorneys' fees. For purposes of this Agreement, reasonable fees of attorneys of the Port Attorney's Office shall be based on the fees the Port Attorney pays its outside private attorneys who work on any such dispute or a reasonable hourly rate (comparable to a rate charged by a

qualified outside counsel) for work completed by attorneys in the Port Attorney's office. The provisions under this Section 14.00 shall survive the Term.

15.00 Real Estate Commissions: The District and the Port each represents to the other that it engaged no broker, agent or finder in connection with this Agreement or the transactions contemplated hereby. In the event any broker, agent or finder makes a claim, the party through whom such claim is made agrees to indemnify and defend the other party from any losses, damages or liability arising out of such claim. The provisions under this Section 15.00 shall survive the Term.

16.00 Notices: Unless otherwise expressly provided herein, any notice given under this Agreement shall be effective upon receipt only if in writing and given by delivering the notice in person or by sending it certified mail with a return receipt requested or by a nationally recognized courier service with proof of delivery, return receipt requested, with postage prepaid, or via facsimile, as follows:

If to the Port: Mr. Chris Lytle
Executive Director
Port of Oakland
530 Water Street
Oakland, CA 94607

with copies to: Ms. Pam Kershaw
CRE Director
Port of Oakland
530 Water Street
Oakland, CA 94607

Danny Wan, Esq.
Port Attorney
Port of Oakland
530 Water Street
Oakland, CA 94607

If to the District: Robert E. Doyle
General Manager
East Bay Regional Park District
2950 Peralta Oaks Court
P.O. Box 5381
Oakland, CA 94605-0381

with copies to: Liz Musbach
Chief of Land Acquisition
East Bay Regional Park District
2950 Peralta Oaks Court
Oakland, CA 94605-0381

Kristina Kelchner, Esq.
Assistant District Counsel
East Bay Regional Park District
2950 Peralta Oaks Court
Oakland, CA 94605-0381

17.00 Assignment: The Port and the District acknowledge and agree that the Port is entering into this Agreement with the District on the basis of the particular experience, financial capacity, skills and capabilities of the District. This Agreement is personal to the District and is not assignable without the prior written consent of the Port, which may be given, withheld or conditioned in the Port's sole and absolute discretion. Absent the required approvals set forth in this Section 17.00, any attempted assignment of this Agreement, or a significant or material change of the District, at the Port's option, shall be considered an event of default under this Agreement if such default is not cured within fifteen (15) days after the Port gives written notice to the District.

18.00 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

19.00 Transaction Costs: Other than as provided for in Section 2.00, the parties agree that each party shall be responsible for all of its own costs and the costs associated with any consultants of other members of its own team related to the negotiation and preparation this Agreement and of any and all the Lease.

20.00 Right of Entry: The District acknowledges that the Port has executed with the District a Temporary Rental Agreement granting the District the right to enter on the Port Lands during normal business hours in accordance with the terms of the Temporary Rental Agreement for the purpose of performing non-invasive, visual investigations of the Port Lands to assess the feasibility of developing the Port Lands. If the District wishes to conduct any invasive investigations regarding environmental conditions, soil condition or physical building inspections, the District shall submit a detailed written proposed scope of work ("**Proposed Work Plan**") for the Port's review and approval in the Port's proprietary capacity as the owner of the Port Lands as well as in the Port's regulatory capacity for any local land use regulatory permits or approvals required. The Port, acting in its proprietary capacity, shall have the right to grant, deny, or condition such Proposed Work Plan in its reasonable discretion. It shall be reasonable for the Port to deny such Proposed Work Plan if, among other reasons, the Proposed Work Plan requires the Port to incur any cost or expense other than the staff time of those Port staff directly involved in the negotiations under this Agreement or exposes the Port to any additional risk. If the Proposed Work Plan requires any permits or other governmental approvals (including, without limitation, any Port permits or approvals from DTSC or the RWQCB), the District shall work with the Port to obtain any such governmental approvals at no cost or expense to the Port. If the Proposed Work Plan requires any Port permits, the Port may (acting in its regulatory capacity) grant, deny, or condition such Port permits in its sole and absolute discretion. The District shall provide copies of all reports and studies regarding the condition of

the Port Lands (including, without limitation, any improvements or subsurface conditions) prepared by, for, or on behalf of, the District as a result of such entry upon the Port Lands.

_____ District's Initials

21.00 Time of the Essence: Time is of the essence with respect to each provision of this Agreement.

22.00 Entire Agreement: This Agreement (including the Exhibits) contains all the representations and the entire agreement between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, agreements, warranties, or representations relating to such subject matter are superseded in total by this Agreement. No prior drafts of this Agreement or changes from those drafts to the executed version of this Agreement shall be introduced as evidence in any litigation or other dispute resolution proceeding by either party or any other person and no court or other body shall consider those drafts in interpreting this Agreement.

23.00 Implementation of Agreement. The Port shall maintain authority to implement this Agreement through the Executive Director. The Executive Director shall have the authority to interpret this Agreement on behalf of the Port so long as such actions do not materially change the material terms and conditions approved by the Board.

24.00 Cooperation: In connection with this Agreement, the District and the Port shall reasonably cooperate with one another to achieve the objectives and purposes of this Agreement.

25.00 Defaults and Remedies; Waiver of Damages. In the event of any default by any party under this Agreement, the non-defaulting party may give notice to the defaulting party specifying in reasonable detail the basis for the determination of the default. The defaulting party shall have fifteen (15) days from the date the default notice is given to cure such default or defaults specified in the notice. If a default is not cured within fifteen (15) days from the date of the default notice, the non-defaulting party may terminate this Agreement. The parties, by their respective execution hereof, knowingly agree, notwithstanding anything herein to the contrary, that (a) a party's sole remedy for another party's breach of the obligation to negotiate exclusively and in good faith pursuant to this Agreement shall be termination or action to specifically enforce such obligation and (b) no party shall have any right to any other equitable or damage remedies under the law for such a breach of this Agreement. If the non-defaulting party elects the remedy of specific performance, such party shall be entitled to (y) an injunction restraining any breach by the defaulting party and (z) specific performance of the defaulting party's obligations hereunder, and the parties further agree that the non-defaulting party shall not be required to demonstrate or prove actual damages or post any bond or other security or demonstrate the likelihood of irreparable damage in order to obtain the injunctive relief set forth above. Except as related to the remedy of specific performance, each party hereby releases the other parties from any and all actions, demands, claims, costs, expenses, damages and liabilities (including, without limitation, attorneys' fees and costs) relating to or arising from the such party's breach of the obligation to negotiate exclusively and in good faith pursuant to this Agreement. Each party makes such release with full knowledge of Civil Code Section 1542 and hereby specifically

waives the provisions of section 1542 of the California Civil Code and any similar law of any other state, territory or jurisdiction to the extent of this release. Section 1542 of the Civil Code provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties do hereby execute this Agreement as of the Effective Date.

DISTRICT:

EAST BAY REGIONAL PARK
DISTRICT, a California special district

Approved as to form:

By: _____
Robert E. Doyle
General Manager

By: _____
District Counsel

CITY OF OAKLAND, A MUNICIPAL CORPORATION,
ACTING BY AND THROUGH ITS BOARD OF
PORT COMMISSIONERS

By: _____
J. Christopher Lytle
Executive Director

Dated: _____

THIS AGREEMENT SHALL NOT BE VALID OR EFFECTIVE FOR
ANY PURPOSE UNLESS AND UNTIL IT IS SIGNED BY THE
PORT ATTORNEY OR HIS DESIGNEE.

Approved as to form and
legality this __ day of _____, 201__

By: _____
Name: _____
Its: _____

Resolution Number: _____
Adopted: _____

EXHIBIT A

Depiction of Port Lands

[See attached]

EXHIBIT B

Proposed Key Terms of Lease

1. Premises: Approximately 1.7 acres of vacant, unimproved land located at 1441-1551 Embarcadero Road in Oakland, California, as depicted in Exhibit A to the Exclusive Negotiating Agreement and described as the Port Lands in the Exclusive Negotiating Agreement.
2. Parties: The East Bay Regional Parks District ("District") and the Port of Oakland (Port").
3. Lease Term: The lease term shall be for a period of 33 years subject to an option to extend the term for two (2) additional sixteen (16) year periods, upon receipt of notice from the District to the Port one year prior to the expiration of the Term, and subject to the mutual agreement to extend the Term by both the Port and the District.
4. Rent: The monthly rent for the premises shall be \$2,300 per month, subject to an annual Consumer Price Index ("CPI") increase, with a ceiling of no more than four percent (4%) per annum and a floor of no less than two percent (2%) per annum. There will be no other additional rent during the lease term. The first three months of rent shall be credited by the Port from the ENA Deposit funds received by the Port from the District if this Lease is fully executed by the District on or before June 1, 2018.
5. Security Deposit: The District shall pay to the Port the equivalent of four (4) months worth of rent to be held by the Port as a security deposit on or before the Effective Date of the Lease.
6. Use of Premises: The premises will be used for the development of a passive, regional recreational open space with off-street parking, trail staging and will include a segment of the San Francisco Bay Trail.
7. Condition of Property: The premises will be leased in its "as is" condition, together with all in-place improvements.
8. Improvements: All improvements to be constructed on the premises shall be constructed at the sole cost and expense of the District, the Port shall not be required to construct any improvements on the premises.
9. Maintenance: All maintenance of the premises shall be performed by the District, at the sole cost and expense of the District. Major maintenance and repair required to address failure or potential failure of the property sea wall, shall be at the District's sole discretion to address. In the event the property suffers severe damage due to the events of nature or otherwise related to the seawall and/or breach of water onto the Port Lands or destabilization of its uplands that cause the property to be unuseable for the District's intended purposes, the District may terminate the Lease without penalty.

10. Utilities: The installation and maintenance of all utilities necessary for the proposed uses shall be performed at the sole cost and expense of the District, including the payment of any utility service charges, throughout the term of the Lease.
11. Environmental Remediation: Any hazardous remediation or site testing necessitated by the District's planned development shall be at the District's sole cost and expense. The District shall not be liable for damages to third parties or properties caused by site conditions existing prior to the effective date of the Lease, unless the damages were caused by the gross negligence or acts of the District.
12. Assignment: No assignment of this Lease is permitted without the prior written consent of the Port, which may be given, withheld or conditioned in the Port's sole and absolute discretion.

Exhibit C

List of Documents and Records

Reports:

1. Northgate 3/17/16 Phase II report for the City; and
2. Those documents shown on Alameda County's fip site, the link to which follows:

<http://gis.acgov.org/DEH/InspectionResults/?SITE=LOP>

Drawings:

1. Crowley Launch and Tug Co. 1937, drawing 101-3, a copy of which is attached to this Exhibit C; and
2. Test Borings for Pacific Dry Dock and Repair Co. 1943 BB-1551 (3 pages), a copy of which is attached to this Exhibit C.