



April 5, 2024

Honorable Board of Supervisors  
County of Alameda  
1221 Oak Street, Suite 536  
Oakland, California 94612-4305

Dear Board Members:

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE SALE OF SURPLUS PROPERTY AT 8000 SOUTH COLISEUM WAY, OAKLAND; DELEGATE AUTHORITY TO THE DIRECTOR OF GENERAL SERVICES AGENCY TO ACCEPT AUCTION BID DEPOSITS**

**RECOMMENDATIONS:**

- A. Adopt a Resolution to authorize the sale and set forth the terms and conditions of the sale of surplus property consisting of a fifty percent undivided interest at 8000 South Coliseum Way, Oakland, via auction per Government Code section 25539; and
- B. Delegate authority to the Director of the General Services Agency to conduct a public auction for the sale of from bidders, open bids, select the highest bidder, and return to your Board to award the sale.

**DISCUSSION/SUMMARY:**

The County of Alameda (County) owns a 50% undivided interest in the approximately 8.8 acres of unimproved land located at 8000 South Coliseum Way, Oakland, more commonly known as the Malibu Site (Property).

On November 28, 2023, your Board adopted (File No. 31110, Item No. 29) a resolution to declare the Property as surplus for disposal.

On February 13, 2024, Notices of Availability approved by the State Department of Housing and Community Development (HCD) were sent to certain public agencies such as parks and recreation and housing departments as well as housing development sponsors. These organizations had until April 13, 2023 to respond to the notice.

On April 12, 2023, the General Services Agency received a Letter of Interest from the City of Oakland. Staff are reviewing the letter to confirm that it follows the Surplus Land Act (SLA) requirements per the HCD guidelines. If it does, GSA will not proceed with the auction, and will negotiate with the City for 90 days as required by the SLA.

GSA is now requesting your Board to adopt a resolution to set auction terms pursuant to Government Code Section 25539 (Code). This allows the County to proceed with the auction in the event the City's request does not meet SLA requirements. The auction process shall be pursuant to the Code, where the conveyance of the subject real property by the County shall be made to the highest responsible bidder who most closely meets the terms and conditions of the notice inviting bids pursuant to the Code. The sale shall take place at the Property and be accepted by a four-fifths vote from your Board. Notice of the sale shall be given for five days prior thereto by publication in a newspaper published in the County. Upon acceptance of the highest bid, the sale of the subject property shall be completed in an escrow of Old Republic Title Company, 555-12th Street, Oakland. GSA will return to your Board to request approval of a successful bid by Resolution. The successful bidder shall close escrow within 30 days of your Board's bid approval.

**FINANCING:**

There will be no increase in net County cost for the adoption and delegation actions.

**VISION 2026 GOAL:**

The proposed disposal of the Property meets the 10X goal pathway of **Accessible Infrastructure** in support of our shared vision of a **Prosperous and Vibrant Economy**.

Respectfully submitted,

DocuSigned by:

  
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Kimberly Gasaway

Director, General Services Agency

cc: County Administrator  
Auditor-Controller  
County Counsel

RESOLUTION NUMBER R-2024-\_\_\_\_\_

**A RESOLUTION AUTHORIZING THE PUBLIC SALE OF SURPLUS PROPERTY; SETTING TERMS AND CONDITIONS; DATE, TIME, AND PLACE FOR OPENING PROPOSALS; AND DIRECTING THE POSTING AND PUBLICATION**

**WHEREAS**, the County of Alameda, a political subdivision of the State of California, is the owner of an undivided 50% interest in the fee title of that certain improved real property located at 8000 South Coliseum Way, Oakland, CA ("Property"), and more particularly designated and described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

**WHEREAS**, the City of Oakland, a municipal corporation, is the owner of the other undivided 50% interest in the fee title in the Property; and

**WHEREAS**, this Board of Supervisors found and determined that the County's 50% undivided interest in the Property should be offered for public sale; and

**WHEREAS**, the requirements of Sections 54222 and 65402 of the Government Code of the State of California have been complied with, insofar as these code sections apply to the public sale of the Property;

**NOW, THEREFORE, BE IT RESOLVED**, that the Property described in the attached Exhibit "A" is approved for public sale under the following terms and conditions;

1. **MINIMUM PROPOSAL**

The minimum acceptable written proposal for the purchase of the Property is Eight Million and Seven Hundred Thousand Dollars (\$8,700,000.00).

2. **OFFICIAL PROPOSAL FORM**

No written proposal will be considered unless submitted on the County of Alameda's Official Proposal form, which is available at <https://gsa.acgov.org/>, on or before **Friday, May 17, 2024**, by 4:30 p.m.

3. **DEPOSIT**

Each bidder shall deposit with Old Republic Title the sum of Fifty Thousand Dollars (\$50,000.00) by a cashier's check or certified check, payable to "Old Republic Title c/o 8000 South Coliseum Way". Personal checks are not acceptable. The required deposit must be submitted with each written proposal for such proposal to be considered. In the event of oral bids, each person present who has submitted the required deposit and completed the Official Proposal Form is an eligible oral bidder. No deposits will be accepted by Old Republic Title, nor shall oral bids be accepted if the proposed bidder has not submitted the required deposit and completed the Official Proposal Form and delivered it to Old Republic Title Company c/o 8000 South Coliseum Way, 555 12<sup>th</sup> Street, Suite 2000, Oakland, CA 94607 on or before **Monday, May 20, 2024, by 4:30 p.m.** Upon completion of all bidding and acceptance of the highest bid, Old Republic Title will return the deposits without interest

to all parties except the high bidder, whose deposit will be retained, becomes non-refundable, and will be credited to the purchase price of the Property.

#### 4. SALE PROCEDURE

(a) Written Proposals:

All written proposals received will be opened, examined, and declared acceptable or not by the Director of the General Services Agency, or her designee. Of the proposals submitted which conform to all of the terms and conditions herein stated, and which are made by responsible proposers, the written proposal, which is the highest shall be accepted, unless a higher oral bid is accepted or the Director of the General Services Agency, or her designee, rejects all written proposals and oral bids. If no acceptable written proposal is received, the Property will be withdrawn from sale.

(b) Oral Bids:

If the Director of the General Services Agency is in receipt of one or more acceptable written proposals, the GSA representative will call for oral bids immediately following the opening examination, and declaration of acceptability of the written proposals. If, upon the call for oral bids, any responsible person who has made the required deposit and completed the Official Proposal Form as set forth above can offer to purchase the Property upon the terms and conditions herein stated, for a price exceeding the highest written proposal made by a responsible proposer by at least five percent (5%). After an initial oral bid is made, oral bidding may proceed in increments set by the GSA representative until the highest oral bid is finally made and accepted.

(c) Duplicate High Proposals:

In the event that two or more written proposals are received which are equal in amount, and no oral bids are made, the proposal accepted shall be that of the proposer whose name is drawn by lot immediately after the call for oral bids.

(d) Rejection of Written Proposals and/or Oral Bids:

The Director of the General Services Agency, or her designee, at their discretion, may reject any and all written proposals and/or oral bids and withdraw the Property from sale. If the sale is canceled, all deposits will be refunded without payment of interest.

(e) Final Acceptance by Board of Supervisors

Final acceptance of the highest written or oral bid, as the case may be, shall be subject to approval of the Board of Supervisors by resolution.

#### 5. GENERAL

The Property is sold "as is". Recording and survey monument preservation fees and documentary transfer tax shall be paid by the purchaser. The County of Alameda makes no representations as to the condition of the Property, conformance to zoning requirements or permit regulations, soil conditions, or the existence, if any, of hazardous materials on the

Property. No title shall pass until the transaction is completed by recordation of the Quitclaim or Grant Deed, at County's discretion. Purchaser is responsible for conducting their own due diligence.

6. **CONDITIONS OF SALE**

The total balance of the approved purchase price shall be paid in full on or before the first working day following forty-five (45) calendar days after the date of acceptance of either the highest written proposal or oral bid by the Board of Supervisors. Payment shall be made by cashier's check or certified check payable to "Old Republic Title c/o 8000 South Coliseum Way". At the time of payment, the recording and survey monument preservation fees and documentary transfer tax shall also be paid by check payable to "Old Republic Title c/o 8000 South Coliseum Way Oakland, CA". Check(s) shall be delivered to Old Republic Title Company c/o 8000 South Coliseum Way, 555 12th Street, Suite 2000, Oakland, CA 94607, by no later than 4:30 p.m. of the aforesated first working day following the 30th calendar day after the date of acceptance. On the day of receipt of the funds or prior thereto, or on the following first working day, GSA Real Property Management shall cause the recordation of the Quitclaim or Grant Deed, at County's discretion, at the office of the Alameda County Recorder, thereby completing the transaction.

7. **ESCROW**

Escrow shall be conducted by Old Republic Title and the escrow number of the escrow so opened within one (1) day of Board of Supervisors acceptance. The instructions for the escrow will be based upon the terms and conditions specified in this Resolution. The successful bidder shall pay all costs of escrow, including recording fees, documentary transfer taxes, and any other title and escrow fees and charges. The sale shall be at no expense to the County. This transaction is to close within 30 days of Board acceptance of the high bid.

8. **ENTRY ON PROPERTY TO CONDUCT INVESTIGATION**

If a prospective proposer desires to gain entry to the Property to conduct any form of investigation or to tour the Property prior to the stated date of opening written proposals, the party may schedule a prospective appointment to tour the Property with GSA Real Property Management by calling (510) 301-0002. Any property prospective purchaser tours shall be conducted by the GSA, who may advertise dates and times the Property is to be held open.

9. **DEFAULT**

The non-payment of the full purchase price by the first working day following the 30-day time limit shall result in cancellation of the sale and forfeiture of deposit. No extension of time for payment will be granted.

The proposer or oral bidder understands and agrees that failure to comply with the provisions of this resolution or other default will result in actual damages to the County, which will be extremely difficult to ascertain and determine. The County has determined that the required deposit is equal to or less than the estimated actual damages which will be incurred by the proposer's or oral bidder's default. Therefore, to avoid uncertainty and litigation should default occur, the County and the proposer or oral bidder agree that the

required deposit represents appropriate liquidated damages.

**BE IT FURTHER RESOLVED**, that on **Wednesday, May 22, 2024**, at the hour of **11:00 a.m.**, the disposal of the Property known as **8000 South Coliseum Way Oakland, CA**, will occur at 1401 Lakeside Drive, 11<sup>th</sup> Floor, Oakland, California, and the same are hereby fixed as the date, time and place for opening written proposals for the purchase of the real property described in Exhibit "A"; and

**BE IT FURTHER RESOLVED**, that copies of this resolution, signed by the President of the Board of Supervisors, shall be posted in three (3) public places in the County of Alameda, not less than fifteen (15) days prior to the date fixed for reception and opening of written proposals; and

**BE IT FURTHER RESOLVED**, that this resolution shall be published once a week for three (3) successive weeks prior to the date of reception and opening of proposals in a newspaper of general circulation, published in Alameda County; and

**BE IT FURTHER RESOLVED**, that the proceeds from the sale of the real property shall be deposited in Fund 21502 - Surplus Property Development Trust account.

Passed, Adopted and so Ordered by the Board of Supervisors of the County of Alameda on this \_\_\_\_ day of April, 2024, by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAINED:

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Nate Miley, President  
Board of Supervisors  
County of Alameda, State of California

ATTEST:

Clerk of the Board of Supervisors  
County of Alameda

By: \_\_\_\_\_

APPROVED AS TO FORM:  
DONNA R. ZIEGLER,  
COUNTY COUNSEL

DocuSigned by:

*Andrew Massey*

By: Andrew J. Massey

Senior Deputy County Counsel

**Exhibit A**  
**LEGAL DESCRIPTION**

The land referred to in this Resolution is situated in the County of Alameda, City of Oakland, State of California, and is described as follows:

**PARCEL 1:**

Beginning at the Southeastern corner of the 2.087 acre parcel of land described in the Deed to Pacific Gas and Electric Company, recorded April 10, 1943, in Book 4359, Page 167, Instrument No. QQ/16860, Alameda County Records; running thence along the Northeastern line thereof North 29° 28' 14" West 190.34 feet to the Southern line of Collins Drive, as described in the Deed to the City of Oakland, recorded August 6, 1965, on Reel 1569, Image 850, Alameda County Records; thence along the last named line and along the Southern line of the Parcel of land described in the Quitclaim Deed to the City of Oakland, recorded August 6, 1965, on Reel 1569, Image 854, Alameda County Records, North 81° 28' 27" West 9.12 feet to the Western line of said City of Oakland Parcel, 1569 Official Records 854 thence along said Western line North 0° 06' 10" West 14.66 feet to the Northeastern line of said Pacific Gas and Electric Company Parcel; thence along the last named line North 29° 28' 14" West to the Southern line of the Parcel of land described as Parcel 1 in the Deed to Coliseum Associates, recorded March 4, 1965, on Reel 1449, Image 420, Alameda County Records; thence along said Southern line South 81° 28' 27" East 29.65 feet to the western line of the Parcel of land described in the Deed to Beneficial Standard Life Insurance Company, recorded September 17 1962, on Reel 679, Image 161, Alameda County Records; thence along the last named line North 0° 06' 10" West 957.79 feet to the Northwestern line of Parcel 1 of said Coliseum Associates Parcel; thence along said Northwestern line of said Pacific Gas and Electric Company Parcel and along the Northwestern line of Parcel 2 of said Coliseum Associates Parcel, South 50° 56' \_5" West 826.75 feet to the Northeastern line of South Coliseum Way, as said line is described in the Deed to the City of Oakland, recorded September 13, 1966, on Reel 1840, Image 10, Alameda County Records, thence along the last named line, as follows: South 1° 07' 42" East 85.64 feet; South 49° 08' 07" East 338.18 feet; Southeasterly on the arc of a tangent curve to the right with a radius of 2036.14 feet, through a central angle of 5° 00' 00", an arc distance of 177.59 feet; South 44° 08' 07" East 293.08 feet and Southeasterly on the arc of a tangent curve to the left with a radius of 314.02 feet, through a central angle of 0° 37' 15", an arc distance of 3.40 feet to the Southern line of Parcel 2 of said Coliseum Associates Parcel; thence along said Southern line and along the Southern line of said Pacific Gas and Electric Company Parcel, South 81° 28' 27" East 154.12 feet to the point of beginning. Excepting therefrom, that portion thereof described in the Deed to Alameda County Flood Control and Water Conservation District, recorded June 4, 1971, Instrument 67929, Alameda County Records.

**PARCEL 2:**

Beginning at the intersection of the Southern line of the Parcel of land described as Parcel 1 in the Deed to Coliseum Association, a Co-Partnership, recorded March 4, 1965, on Reel 1449, Image 420, Instrument NO. AX/29877, Alameda County Records, with the Northeastern line of the parcel of land described in the Deed to Pacific Gas and Electric Company, recorded April 10, 1943, in Book 4359 of Official Records, Page 167; running thence along the last named line South 29° 28' 14" East to the Western line of the Parcel of land described in the Deed to the City of Oakland, recorded August 6, 1965, on Reel 1569, Image 852, Instrument No. AX/109554, Alameda County Records, thence along said Western line North 0° 06' 10" West 46.03 feet to the Southern line of said Coliseum Associates Parcel; thence along the last named line North 81° 28' 27" West 28.64 feet to the point of beginning.

APN: 042-4328-001-24

RESOLUTION NUMBER R-2024- 159

**A RESOLUTION AUTHORIZING THE PUBLIC SALE OF SURPLUS PROPERTY; SETTING TERMS AND CONDITIONS; DATE, TIME, AND PLACE FOR OPENING PROPOSALS; AND DIRECTING THE POSTING AND PUBLICATION**

**WHEREAS**, the County of Alameda, a political subdivision of the State of California, is the owner of an undivided 50% interest in the fee title of that certain improved real property located at 8000 South Coliseum Way, Oakland, CA ("Property"), and more particularly designated and described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

**WHEREAS**, the City of Oakland, a municipal corporation, is the owner of the other undivided 50% interest in the fee title in the Property; and

**WHEREAS**, this Board of Supervisors found and determined that the County's 50% undivided interest in the Property should be offered for public sale; and

**WHEREAS**, the requirements of Sections 54222 and 65402 of the Government Code of the State of California have been complied with, insofar as these code sections apply to the public sale of the Property;

**NOW, THEREFORE, BE IT RESOLVED**, that the Property described in the attached Exhibit "A" is approved for public sale under the following terms and conditions;

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to all parties except the high bidder, whose deposit will be retained, becomes non-refundable, and will be credited to the purchase price of the Property.

#### 4. **SALE PROCEDURE**

(a) Written Proposals:

All written proposals received will be opened, examined, and declared acceptable or not by the Director of the General Services Agency, or her designee. Of the proposals submitted which conform to all of the terms and conditions herein stated, and which are made by responsible proposers, the written proposal, which is the highest shall be accepted, unless a higher oral bid is accepted or the Director of the General Services Agency, or her designee, rejects all written proposals and oral bids. If no acceptable written proposal is received, the Property will be withdrawn from sale.

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If the Director of the General Services Agency is in receipt of one or more acceptable written proposals, the GSA representative will call for oral bids immediately following the opening examination, and declaration of acceptability of the written proposals. If, upon the call for oral bids, any responsible person who has made the required deposit and completed the Official Proposal Form as set forth above can offer to purchase the Property upon the terms and conditions herein stated, for a price exceeding the highest written proposal made by a responsible proposer by at least five percent (5%). After an initial oral bid is made, oral bidding may proceed in increments set by the GSA representative until the highest oral bid is finally made and accepted.

(c) Duplicate High Proposals:

In the event that two or more written proposals are received which are equal in amount, and no oral bids are made, the proposal accepted shall be that of the proposer whose name is drawn by lot immediately after the call for oral bids.

(d) Rejection of Written Proposals and/or Oral Bids:

The Director of the General Services Agency, or her designee, at their discretion, may reject any and all written proposals and/or oral bids and withdraw the Property from sale. If the sale is canceled, all deposits will be refunded without payment of interest.

(e) Final Acceptance by Board of Supervisors

Final acceptance of the highest written or oral bid, as the case may be, shall be subject to approval of the Board of Supervisors by resolution.

#### 5. **GENERAL**

The Property is sold "as is". Recording and survey monument preservation fees and documentary transfer tax shall be paid by the purchaser. The County of Alameda makes no representations as to the condition of the Property, conformance to zoning requirements or permit regulations, soil conditions, or the existence, if any, of hazardous materials on the

Property. No title shall pass until the transaction is completed by recordation of the Quitclaim or Grant Deed, at County's discretion. Purchaser is responsible for conducting their own due diligence.

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The proposer or oral bidder understands and agrees that failure to comply with the provisions of this resolution or other default will result in actual damages to the County, which will be extremely difficult to ascertain and determine. The County has determined that the required deposit is equal to or less than the estimated actual damages which will be incurred by the proposer's or oral bidder's default. Therefore, to avoid uncertainty and litigation should default occur, the County and the proposer or oral bidder agree that the

required deposit represents appropriate liquidated damages.

**BE IT FURTHER RESOLVED**, that on **Wednesday, May 22, 2024**, at the hour of **11:00 a.m.**, the disposal of the Property known as **8000 South Coliseum Way Oakland, CA**, will occur at 1401 Lakeside Drive, 11<sup>th</sup> Floor, Oakland, California, and the same are hereby fixed as the date, time and place for opening written proposals for the purchase of the real property described in Exhibit "A"; and

**BE IT FURTHER RESOLVED**, that copies of this resolution, signed by the President of the Board of Supervisors, shall be posted in three (3) public places in the County of Alameda, not less than fifteen (15) days prior to the date fixed for reception and opening of written proposals; and

**BE IT FURTHER RESOLVED**, that this resolution shall be published once a week for three (3) successive weeks prior to the date of reception and opening of proposals in a newspaper of general circulation, published in Alameda County; and

**BE IT FURTHER RESOLVED**, that the proceeds from the sale of the real property shall be deposited in Fund 21502 - Surplus Property Development Trust account.

Passed, Adopted and so Ordered by the Board of Supervisors of the County of Alameda on this 16th day of April, 2024, by the following vote:

AYES: Supervisors Carson, Tam, Marquez and President Miley - 4

NOES: None

EXCUSED: Supervisor Haubert - 1

ABSTAINED: None

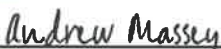
  
\_\_\_\_\_  
Nate Miley, President  
Board of Supervisors  
County of Alameda, State of California

ATTEST:  
Clerk of the Board of Supervisors  
County of Alameda

By:   
\_\_\_\_\_

APPROVED AS TO FORM:  
DONNA R. ZIEGLER,  
COUNTY COUNSEL

DocuSigned by:

  
\_\_\_\_\_

By: 8DB0B Andrew J. Massey  
Senior Deputy County Counsel

**Exhibit A**  
**LEGAL DESCRIPTION**

The land referred to in this Resolution is situated in the County of Alameda, City of Oakland, State of California, and is described as follows:

**PARCEL 1:**

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**PARCEL 2:**

Beginning at the intersection of the Southern line of the Parcel of land described as Parcel 1 in the Deed to Coliseum Association, a Co-Partnership, recorded March 4, 1965, on Reel 1449, Image 420, Instrument NO. AX/29877, Alameda County Records, with the Northeastern line of the parcel of land described in the Deed to Pacific Gas and Electric Company, recorded April 10, 1943, in Book 4359 of Official Records, Page 167; running thence along the last named line South 29° 28' 14" East to the Western line of the Parcel of land described in the Deed to the City of Oakland, recorded August 6, 1965, on Reel 1569, Image 852, Instrument No. AX/109554, Alameda County Records, thence along said Western line North 0° 06' 10" West 46.03 feet to the Southern line of said Coliseum Associates Parcel; thence along the last named line North 81° 28' 27" West 28.64 feet to the point of beginning.

APN: 042-4328-001-24

## Malibu Negotiation Timeline

- Sep-23 Your Board approved delegated authority for the General Services Agency to negotiate an Exclusive Negotiations Agreement (ENA) with Roots to lease the property.
- Oct-23 The 6-month ENA was executed.
- Oct 20, 23 County offers to purchase Harbor Bay from the City and sell Malibu with each party leasing the properties to Roots.
- Oct 30, 23 City declines the offer.
- Nov 8, 23 County asks City to reconsider.
- Nov 13, 23 Roots sent a letter to the Board advocating against the offer stating it will take too long.
- Nov 20, 23 City again declines to negotiate.
- Nov 28, 23 The Board authorized GSA to surplus the property in accordance with the Surplus Land Act (SLA).
- Feb-24 ENA lease terms were fully negotiated with Roots.
- Feb 9, 2024, Roots then asked to change direction and negotiate an 'option to lease' which requires additional time to negotiate the consideration and form of the lease.
- Feb 13, 2024, GSA sent 60-day Notices of Availability approved by the State Department of Housing and Community Development to entitled entities in accordance with the SLA with a response deadline of April 13, 2024.
- Apr 12, 2023, GSA receives a 'Letter of Interest' to purchase from the City with no terms.



October 20, 2023

Mr. Jestin D. Johnson  
City Administrator  
City of Oakland  
VIA EMAIL: [jdjohnson@oaklandca.gov](mailto:jdjohnson@oaklandca.gov)  
1 Frank H. Ogawa Plaza  
Oakland, CA 94612

SUBJECT: OFFER OF PURCHASE AND SALE

We are pleased to present an offer for the purchase and sale of the properties referenced below. The general terms and conditions applicable to this purchase are as follows:

- Properties:
  - City's 50% undivided interest in both 1150 Harbor Bay Alameda, CA (Assessor Parcel No.: 74-1361-8) and 1220 Harbor Bay Alameda, CA (Assessor Parcel No.: 74-1339-16), two improved parcels ("Harbor Bay Properties"); and
  - County's 50% undivided interest in 8000 S. Coliseum Way Oakland, CA (Assessor Parcel No.: 042-4328-001-24), one unimproved parcel ("Malibu Property"); and

Collectively "Properties".

- Parties: The County of Alameda ("County") and The City of Oakland ("City"), and collectively ("Parties").
- Purchase: County to purchase from City the Harbor Bay Properties for the total purchase price of Ten Million Dollars (\$10,000,000) payable in cash at the close of escrow.

The purchase price for Harbor Bay Properties will include the following:

- a. All Property Taxes due from City shall be paid by City;
  - b. All unpaid maintenance costs due and future deferred major maintenance costs due to the County from City shall be terminated; and
  - c. All unpaid utility costs due to the County from City shall be terminated.
- Sell: County to sell to City the Malibu Property for the total sale price of Thirteen Million Four Hundred Thousand Dollars (\$13,400,000) payable over a maximum term of seven (7) years with annual installments beginning from date of the close of escrow.

The sale price and conditions of sale of the Malibu Property will include the following:

- a. City to pay to County annual installments of no less than One Million Nine Hundred Fourteen Thousand Two Hundred Eighty-Five Dollars and Seventy-One Cents (\$1,914,285.71) plus interest (“Installment Amount”), on each anniversary of the Close of Escrow date for the maximum term of seven (7) years (“Repayment Period”). Interest on the outstanding balance of the sale price shall be based on the County Treasurer’s Pool Rate (currently at 2.37%) plus 3% and is to be paid in conjunction with the annual principal payment. The maximum Repayment Period is estimated to begin on December 1, 2023, and end on or before November 30, 2030.
  - b. City may pay the purchase price up front or over a term less than the maximum term of seven (7) years.
  - c. City shall provide a Guarantee for the future payments to be set aside in the event of default or late payments as negotiated and approved by the County.
- The purchase and sale of both properties are dependent upon one another with terms to be negotiated in a Purchase and Sale Agreement(s). Close of escrow(s) for both properties shall be simultaneous and contingent, one upon the other.
  - Harbor Bay Properties Close of Escrow: Close of escrow shall be evidenced by the recordation of grant deeds of the Harbor Bay Properties, and delivery of a bill of sale and of assignments of rights and permits in favor of County. Closing shall occur fifteen (15) days following removal of all of County’s conditions precedent as set forth below.
  - Malibu Property Close of Escrow: Close of escrow shall be evidenced by the recordation of a grant deed to the Malibu Property, and delivery of the negotiated guarantee for payment, and delivery of a bill of sale and of assignments of rights and permits in favor of City. Closing shall occur fifteen (15) days following removal of all of the City’s conditions precedent as set forth below.
  - Escrow Company: Escrow shall be through Old Republic Title Company in Oakland, which company shall provide title insurance as detailed below.
  - Escrow and Title Costs:
    - County, as seller of the Malibu Property, shall pay its separate escrow and title costs, documentary County transfer tax, city transfer tax, and recording fees, if applicable.
    - City, as seller of the Harbor Bay Properties, shall pay its separate escrow and title costs, documentary County transfer tax, city transfer tax, and recording fees, if applicable.
    - City shall pay for any and all current and delinquent property taxes due on the Harbor Bay Properties up through the date of closing.

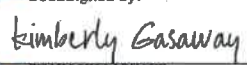
LOI – Malibu & Harbor Bay  
Parkway Properties  
10/20/2023

- Real Estate Commission: Parties are self-represented and neither will accept a commission.
- Transfer of Title and Title Insurance: Transfer of title to the Properties shall be by grant deed and the Properties shall be insurable under an ALTA Extended Coverage Owner's Policy with reasonable endorsements as required in an amount not less than the purchase price and sale price, issued by Old Republic Title Company.
- Customary Conditions: The parties shall negotiate a full Purchase and Sale Agreement to include additional terms as are customary in transactions of this type including but not limited to: (i) assignment of leases, applicable insurance policies, if any, and such other contracts and agreements as Parties shall elect to have assigned; (ii) warranties and representations concerning the status of all leases; (iii) warranties and representations concerning the legal, financial and physical conditions of the Properties; and (iv) the appropriate proration of payables, advance payments and crediting of deposits.

If you are in agreement with the terms and conditions of this offer, with the understanding that additional terms will be negotiated for inclusion in a full Purchase and Sale Agreement, please sign the letter below and return it to our attention by 3 p.m. Pacific time, November 9, 2023 (“Acknowledgement”).

With that Acknowledgement, we will prepare the draft full Purchase and Sale Agreement for your review. This offer to purchase the Property is contingent on the Alameda County Board of Supervisors considering and consummating the purchase and sale of the Properties at a properly noticed public meeting. Madeline Serafin, GSA Real Property Project Manager, will oversee the process and can be reached at 510-208-9532.

County of Alameda

DocuSigned by:  
  
Kimberly Gasaway  
Director, General Services Agency

Agreed and Accepted:  
City of Oakland

Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

cc:  
County Administrator  
County Counsel  
Oakland Assistant City Administrator





November 8, 2023

Mr. Jestin D. Johnson  
City Administrator  
City of Oakland  
VIA EMAIL: [jdjohnson@oaklandca.gov](mailto:jdjohnson@oaklandca.gov)  
1 Frank H. Ogawa Plaza  
Oakland, CA 94612

Re: The City's October 30, 2023, Response to the County's Offer Acquisition of City's 50% undivided interest in both 1150 Harbor Bay Alameda, CA (Assessor Parcel No.: 74-1361-8) and 1220 Harbor Bay Alameda, CA (Assessor Parcel No.: 74-1339-16), two improved parcels (Harbor Bay) and, to Sell the County's 50% undivided interest in 8000 S. Coliseum Way Oakland, CA (Assessor Parcel No.: 042-4328-001-24), one unimproved parcel (Malibu) to the City.

Dear Mr. Johnson,

While we appreciate the prompt response to the County's October 20, 2023 Offer, we are disappointed that the City wants to focus on extending the Harbor Bay lease and executing an Exclusive Negotiation Agreement ("ENA") for Malibu prior to considering any property transactions with the County. The County's offer is intended to both facilitate and expedite securing and retaining a professional soccer team in the County and at the same time, address some of the City's expressed concerns about its finances and delays caused by requirements imposed on the County.

The County supports the vision of securing and preserving the future of soccer in the City and the mission of Oakland Pro Soccer, LLC (OPS) to construct and operate a temporary stadium at the Malibu site with training facilities at the Harbor Bay sites. The County's Offer is central to making that vision and mission a reality in alignment with the accelerated schedule presented by OPS on October 4, 2023. To mitigate the risk of delays to the OPS schedule and in order to achieve our shared goals of securing a stadium site and practice facility for major and minor league soccer, we urge the City to reconsider the County's Offer to purchase the City's 50% share of the Harbor Bay Practice Facility and sell the City its 50% share of the Malibu site.

On September 19, 2023, the City Council and the County Board of Supervisors (Board) approved an ENA with OPS with a six-month term to negotiate a ground lease plus two six-month extensions for a total potential eighteen-month extended term. The Board delegated authority to the Alameda County General Services Agency Director to finalize negotiations and execute the ENA. On October 4, 2023, during the meeting to finalize the terms of the ENA, OPS representatives informed the City and County, for the first time, that their financing and, thus, construction schedule required approval of a ground lease no later than late January or early February of 2024.

The County has evaluated its capacity to meet OPS's significantly accelerated schedule and has concluded that due to legal and operational constraints unique to the County and that do not apply to the City, the

best path forward to OPS achieving the project milestones on schedule is for the City to become the sole owner of Malibu. The County requirements have been communicated on several occasions to the negotiating parties, including the requirement of the County's adoption of legislation to create a new real property disposal process for the ground lease. For the sake of finding a temporary home for OPS's sports teams and community programming, the County again urges the City to reconsider the Offer.

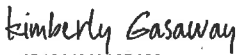
The County also emphasizes that the Offer responds to concerns expressed by the City regarding the Harbor Bay Property. The County is aware that the City had included in its most recent two-year budget the proceeds of the sale of the Harbor Bay Property. Unfortunately, changes in market conditions produced an unfavorable result of the July 10, 2023 auction in which no bids were submitted. The Offer would accelerate the City's receipt of market-adjusted sales proceeds without the multi-month process of amending the Tenancy-in-Common Agreement ("TIC"), conducting another auction, and effecting a transfer to the highest bidder. The Offer also provides the City with a path forward to relieving itself of the carrying costs of the Harbor Bay Property. Per the TIC, the City owes the County approximately \$137,400 in routine maintenance and repair costs. The City, unlike the County, is also subject to property taxation of over \$250,000 per year. These obligations would be resolved.

In addition, based on the facility assessment, the 5-year deferred maintenance escalated construction and soft cost estimates total nearly \$8 million. These include immediate and short-term needs of roughly \$5 million. Essential repairs required for the roof and other immediate and short-term major maintenance projects are included in this figure. Section 8 of the TIC makes clear that the City and County are to share in these costs, and Section 11 indicates that neither party shall commit waste. Despite these obligations and the County's attempts to resolve these concerns, the City has not committed funding for correcting the deferred maintenance items in a meaningful way. The offer price resolves these obligations for the City as well.

The City's sale of Harbor Bay to the County would provide the City with immediate relief of the routine maintenance costs, property taxes, and necessary deferred major maintenance costs while providing a cash payment to the City. Additionally, the County is committed to extending the license of Harbor Bay to OPS at the current rate, addressing the deferred maintenance in the buildings, and considering a license of the buildings to OPS for their training program needs. In turn, the Offer provides for the City's payment for the acquisition of the Malibu Property over time while removing County requirements from the OPS Stadium Project.

The Offer provides the best opportunity for the City and OPS to realize their goal of returning soccer teams to Oakland with training facilities close by in Alameda. Restructuring the County's role is the best path forward that meets the Project schedule by eliminating the County's operational and legal constraints while resolving the City's financial concerns. Considering these complexities, the County requests the City's reconsideration of the Offer. Please contact me so we can arrange to successfully negotiate terms to achieve the best outcome for all parties.

Sincerely,

DocuSigned by:  
  
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Kimberly Gasaway  
Director, General Services Agency

cc:

County Board of Supervisors

County Administrator

County Counsel

Mayor of Oakland

Oakland Assistant City Administrator

Oakland Pro Soccer, LLC

# CITY OF OAKLAND



CITY HALL • 1 FRANK H. OGAWA PLAZA • OAKLAND, CALIFORNIA 94612  
City Administrator's Office (510) 238-3301  
Jestin D. Johnson FAX (510) 238-2223  
City Administrator TDD (510) 238-3254

October 30, 2023

Kimberly Gassaway  
Director, General Services Agency  
Alameda County  
VIA EMAIL: [Kimberly.Gasaway@acgov.org](mailto:Kimberly.Gasaway@acgov.org)  
1401 Lakeside Drive  
Oakland, CA 94612

Re: Response to Offer Of Purchase and Sale  
1150 & 1220 Harbor Bay Parkway, Alameda, CA  
8000 S. Coliseum Way, Oakland, CA

Dear Ms. Gassaway:

Thank you for the Offer of Purchase and Sale dated October 20, 2023 for the Harbor Bay Properties and Malibu Property, as defined therein (Properties).

At this time, the City of Oakland is not interested in pursuing a purchase and sale of the Properties with Alameda County. The City's primary objective right now is to complete the work already underway to keep Oakland Pro Soccer LLC (OPS), the owner and manager of the Oakland Roots men's professional soccer team and Oakland Soul women's pre-professional soccer team, in Oakland and preserve the future of soccer here.

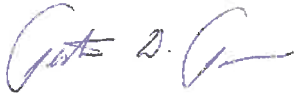
Consistent with that objective, the City's priorities are as follows:

1. Extend the license of the Harbor Bay Properties to OPS through November 2024; and
2. Negotiate a 10-year lease of the Malibu Property with OPS as contemplated by the Exclusive Negotiation Agreement authorized by the City Council and Board of Supervisors on September 19, 2023.

We respectively ask that the County continues to work with the City on these efforts expeditiously and in a spirit of collaboration. Once complete, the City would welcome a discussion with the County about a future purchase and sale of the Properties.

If you have any further questions, please contact Assistant City Administrator Betsy Lake at [elake@oaklandca.gov](mailto:elake@oaklandca.gov) or 510-238-6654.

Sincerely,



Justin D. Johnson  
City Administrator

Cc: Mayor Sheng Thao  
Assistant City Administrator Betsy Lake

# CITY OF OAKLAND



CITY HALL • 1 FRANK H. OGAWA PLAZA • OAKLAND, CALIFORNIA 94612  
City Administrator's Office (510) 238-3301  
Jestin D. Johnson FAX (510) 238-2223  
City Administrator TDD (510) 238-3254

November 20, 2023

Kimberly Gassaway  
Director, General Services Agency  
Alameda County  
Via email: [Kimberly.Gassaway@acgov.org](mailto:Kimberly.Gassaway@acgov.org)

Lindsay Barenz  
President  
Oakland Roots & Oakland Soul  
Via email: [lindsay@rootssc.com](mailto:lindsay@rootssc.com)

**Re: Recommitting to Oakland Roots and Oakland Soul**

Dear Ms. Barenz and Ms. Gassaway:

We are in receipt of your letters dated November 13, 2023 and November 8, 2023 respectively, regarding the Harbor Bay and Malibu properties jointly owned by the City and County.

In response, I would like to reiterate the City of Oakland's goals that we shared previously in my letter to Kimberly Gassaway dated October 30, 2023.

The City remains wholeheartedly committed to creating a home for the Oakland Roots men's professional soccer team and Oakland Soul women's pre-professional soccer team in Oakland - and to preserve the future of soccer in Oakland and the East Bay. Two months ago, the Board of Supervisors and the City Council both committed to negotiating in good faith with the Roots for a ten-year lease of the Malibu property for a temporary stadium. That work is well underway, and we are eager to continue it without delay. We are committed to seeing the Roots open its 2025 season at the Malibu property.

Concurrently, we would like to immediately extend the Roots' license of the Harbor Bay practice facility under existing terms to provide the Roots with certainty about where they will practice next year.


Consistent with these goals, the City enthusiastically supports the request made by the Root in its November 13<sup>th</sup> letter requesting a joint session (or multiple sessions, if required) with key City and County decision makers to continue negotiating a lease of the Malibu property. Mayor Sheng Thao would be pleased to host the first meeting and my office can assist with scheduling.

While the City appreciates the County's offer to exchange the Harbor Bay and Malibu properties, as further outlined in more detail in its November 8 letter, the County's view on the values of the properties is so divergent from the City's that negotiating mutually agreeable terms and transacting in a timely manner will be difficult and at odds with achieving our more urgent goals.

Finally, with FIFA's recent visit to the Harbor Bay site we now have the additional exciting, shared opportunity to be part of the 2026 World Cup activities, shining a global spotlight on the East Bay and Oakland.

The City and County are capable of great things when we work together, including creating a home for professional soccer in the East Bay. Let us all work collaboratively to seize this moment.

Sincerely,



---

Jestin Johnson (Nov 21, 2023 14:12 PST)

Jestin D. Johnson  
City Administrator

Cc: Alameda County Supervisors  
Oakland City Councilmembers  
County Administrator Susan Muranishi  
Oakland Mayor Sheng Thao  
Assistant City Administrator Betsy Lake  
Oakland Roots Chief Real Estate Officer Lydia Tan

# Recommitting to Oakland Root and Oakland soul

Final Audit Report

2023-11-21

Created:	2023-11-21 (Pacific Standard Time)
By:	Aracely Garza (AGarza@oaklandca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAccUBoxip6Beh4GFu2NpZWXrDUGMIldDhK

## "Recommitting to Oakland Root and Oakland soul" History

-  Document created by Aracely Garza (AGarza@oaklandca.gov)  
2023-11-21 - 1:18:21 PM PST - IP address: 209.232.103.91
-  Document emailed to Jestin Johnson (JDJohnson@oaklandca.gov) for signature  
2023-11-21 - 1:18:54 PM PST
-  Email viewed by Jestin Johnson (JDJohnson@oaklandca.gov)  
2023-11-21 - 2:12:19 PM PST - IP address: 104.47.64.254
-  Document e-signed by Jestin Johnson (JDJohnson@oaklandca.gov)  
Signature Date: 2023-11-21 - 2:12:30 PM PST - Time Source: server- IP address: 209.232.103.91
-  Agreement completed.  
2023-11-21 - 2:12:30 PM PST



City of  
Oakland

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Acrobat Sign





13 November 2023

Kimberly Gasaway  
Director, General Services Agency  
County of Alameda  
Via email: Kimberly.Gasaway@acgov.org

Jestin Johnson  
City Administrator  
City of Oakland  
Via email: jdjohnson@oaklandca.gov

Re: Urgent! Oakland Roots and Oakland Souls Sports Club Need Your Help.

Dear Director Gasaway and Administrator Johnson;

Oakland Roots and Oakland Soul deeply appreciate the work the County and City have put in to advance the Malibu project and our practice facility lease, but time is running out. We've moved homes four times in three years, our practice facility lease expires in a few months with only verbal assurances of an extension, and we appear to have backtracked on moving forward on our proposal for the Malibu site. **We have to get these plans back on track.**

To do so, we are requesting a joint meeting (or series of meetings, if required) with **authorized decision makers** at the staff and elected level from **both** the City of Oakland and of the County of Alameda over the coming few weeks to bring these relatively straightforward issues to a speedy and successful resolution.

#### Background

We received a copy of a letter dated 8 November 2023, sent from Director Gasaway to Administrator Johnson, which appears to be a follow up to previous correspondence regarding two properties co-owned by the County and the City, both of which involve our organization:

8000 S. Coliseum Way, Oakland (aka Malibu): The Club has proposed to lease the property for use as an interim stadium for up to 10 years. We initially submitted a proposal in March of this year, and were pleased to receive unanimous approval and support by both the County Board of Supervisors and the City Council to move ahead with negotiating such a transaction. As a result we have been meeting in good faith with staff of both agencies on a bi-weekly basis to attempt to move the negotiations forward. **We strongly recommend the parties continue to move forward together as originally contemplated toward a lease.**

1150 and 1220 Harbor Bay Parkway, Alameda: Together comprises nearly 17 acres, of which the Club currently licenses use of 12 acres (1150 Harbor Bay Parkway) as its training facility. We appreciate the City and County making this facility available for license, as it has elevated the Club's ability to recruit premium players and to carry out the significant Purpose-based work with local community partners. **We appreciate staff's verbal support to extend our license another year, but desperately need to confirm this extension with a formal agreement and would like to discuss the terms of a longer term occupancy of the property.**

Particularly with respect to the Malibu site, given our ongoing meetings with County and City staff, as well as what we believed to be a full vetting of the path forward to achieve a lease agreement within the framework of the County and City processes (including the need for the County to adopt legislation enabling the transaction along with the timing

required to meet our schedule), **we were extremely surprised to receive the letter claiming that the County no longer believed it had the capacity to execute this plan of action.**

While having two jurisdictions negotiate together with the Club on the Malibu lease may not be the most efficient process, we do believe it is the best path forward to completing negotiations on a lease at Malibu with the Oakland Roots and Oakland Soul for the following reasons:

- It is our understanding that the County and City do not agree to the swap terms outlined by the County. We therefore have very low confidence that such a transaction would occur in any timely way. It seems that the agencies' focus would be on this trade transaction, thereby stalling any progress we had hoped to make on the Malibu lease negotiations;
- We have heard from both the County and the City staff that the draft lease term sheet is "ready to issue" to the Oakland Roots and Soul, other than price, if the parties are in agreement on the basic terms, moving forward as planned appears to be the quickest path to making progress. Our deadline to achieve agreed upon lease terms by February 2024 is real, as we are scheduled to make significant deposits and finalize orders for the stadium components at that time; and
- To the extent the County and City, at some future date, agree on acceptable terms of a property trade, our lease agreement can be structured to accommodate that. We therefore believe that the discussions on ownership between the County and City should not be used as a wedge to delay our schedule toward achieving acceptable lease terms.

As we enter the holiday season things will naturally slow down, but time is of the essence for the Club. The approach of the County is extremely concerning and in our minds severely threatens our ability to achieve our goal of opening the 2025 season at the Malibu site.

Again, this matter is urgent and we respectfully request a joint session (or sessions) with staff leadership, along with County Supervisors Miley and Tam, whose districts are impacted, to try and forge a path forward. We hope that through direct dialogue with all parties at the table, we can better understand the nuance of the challenges each party faces and together create a plan that addresses the potential roadblocks while keeping us on a timeline toward a 2025 opening.

Thank you in advance for your openness to this request and we look forward to the next steps.

Sincerely,



Lindsay Barenz  
President



Lydia Tan  
Chief Real Estate Officer

cc:

Alameda County Supervisors  
Oakland City Councilmembers  
County Administrator  
County Counsel  
Mayor of Oakland  
Oakland Assistant City Administrator