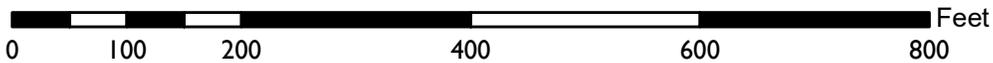
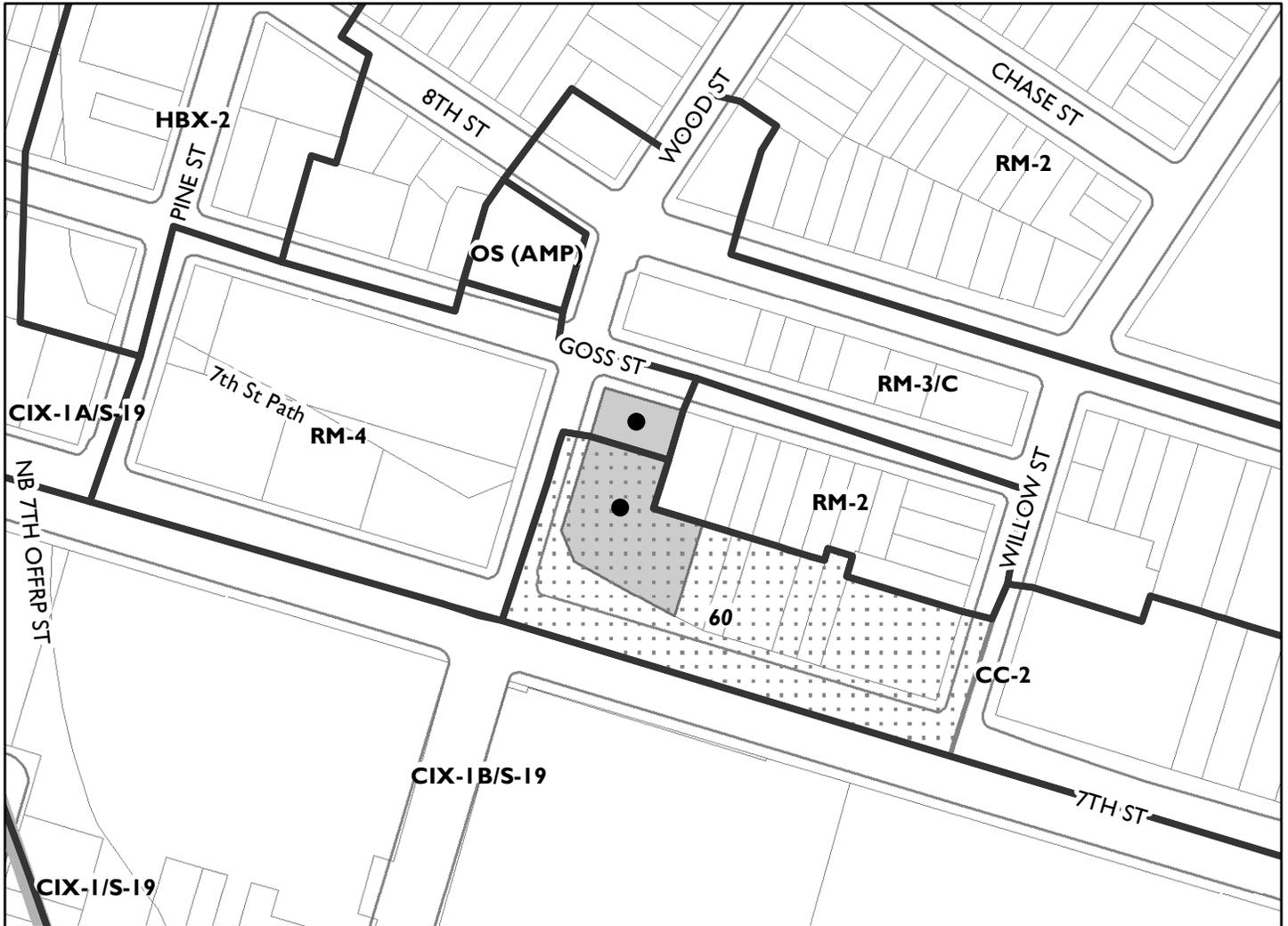


<b>Location:</b>	<b>722 Wood Street and 0-7<sup>th</sup> Street</b>
<b>Assessor's Parcel Number:</b>	006-0019-008-00 and 006-0019-028-02
<b>Proposal:</b>	Appeals of Zoning Manager's Determinations that the truck activities occurring at 722 Wood Street and 0-7 <sup>th</sup> Street are unpermitted under the zoning regulations.
<b>Applicant:</b>	Todd A Williams, Wendel Rosen LLP
<b>Phone Number:</b>	510-622-7630
<b>Owner:</b>	Alan Wofsy & Associates & Sunrise Properties
<b>Case File Number(s):</b>	APL21015
<b>Planning Permits Required:</b>	N/A
<b>General Plan:</b>	Mixed Housing Type Residential and Community Commercial
<b>Zoning:</b>	Mixed Housing Type Residential – 4 (RM-4) and Community Commercial – 2 (CC-2)
<b>Environmental Determination:</b>	The determination is not considered a project as defined by CEQA Guidelines Section 15378, and therefore does not require CEQA review. On a separate and independent basis, the determinations are exempt under CEQA Guidelines Section 15321. Enforcement Actions by Regulatory Agencies.
<b>Historic Status:</b>	Not Historic, Vacant Lots
<b>City Council district:</b>	3
<b>Status:</b>	The Zoning Determination letters were mailed on June 11, 2021, and the Determinations were appealed on June 21, 2021.
<b>Staff Recommendation:</b>	Deny the appeals and uphold the Zoning Manager's Determination that the trucking operation at the sites are prohibited under the zoning regulations.
<b>Finality of Decision:</b>	Final Decision, not appealable pursuant to OMC Section 17.132.030
<b>For further information:</b>	Eva Wu, Planner II, Phone: (510) 238-3785; Email: EWu@oaklandca.gov

**SUMMARY**

The vacant parcels located at 722 Wood Street and 0-7<sup>th</sup> Street are in the RM-4 and CC-2 Zones, respectively, and are currently used as truck parking and related equipment storage by American Roadway Inc. to serve the Port of Oakland. These activities fall into the Trucking and Truck-Related Industrial Activities land use classification in the Oakland Planning Code. Both the RM-4 and CC-2 Zones prohibit this classification (and all other industrial classifications). Therefore, the existing activities are prohibited and required to cease operation at the sites.

# CITY OF OAKLAND PLANNING COMMISSION



Case File: APL21015  
Applicant/Appellant: TODD A WILLIAMS  
Address: 0 7TH STREET & 722 WOOD STREET  
Zone: RM-2, CC-2  
Height Area: 60 ft

## BACKGROUND

The Appellant purchased the 722 Wood Street and 0-7th Street in November of 2014 and since then has leased the vacant lots to various entities for the parking of trucks and related storage of equipment without the benefit of permits from the Bureau of Planning. The current tenant is American Roadway, Inc., a trucking company that serves the Port of Oakland.

On November 3, 2020, two Notices of Violation (#2004259 and #2004220) were issued to Alan Wofsy & Associates and Myrtle Street Flats LLC by the Bureau of Building's Code Enforcement Division for unapproved "storage of semi-trucks, trailer, and shipping containers on vacant lots zoned RM-4 and CC-2".

On April 30, 2021, Todd A. Williams ("Appellant") applied for a Zoning Manager Determination Letter with regards to the Notices of Violation (NOVs). The Zoning Manager's Determination Letter supported the decision to issue the NOVs. The Appellant appealed this decision to the Bureau of Planning on June 21, 2021

This staff report is a response to the appeal of the determination letter stating that the activities at the two sites are not consistent with the Planning Code and must cease.

## ZONING ANALYSIS

### Intent

722 Wood Street and 0-7<sup>th</sup> Street are in the Mixed Housing Type Residential – 4 (RM-4) and Community Commercial – 2 (CC-2) Zones, respectively. These zones do not intend to establish truck operations or any other type of industrial activity, as described below.

According to Section 17.17.010 of the Planning Code, the intent of the RM-4 Zone is to create, maintain, and enhance residential areas typically located on or near the City's major arterials and characterized by a mix of single-family homes, townhouses, small multi-unit buildings at somewhat higher densities than RM-3, and neighborhood businesses where appropriate.

According to Section 17.35.010 of the Planning Code, the intent of the Community Commercial Zones is to create, maintain and enhance areas suitable for a wide variety of commercial and institutional operations along the City's major corridors and in shopping districts or centers. In particular, the CC-2 Zone is intended to create, maintain, and enhance areas with a wide range of commercial businesses with direct frontage and access along the City's corridors and commercial areas.

### Activity Analysis

The parking of trucks and related storage of equipment at the properties falls within the Trucking and Truck-Related Industrial Activities land use classification found in Section 17.10.585 of the Planning Code. This section 17.10.585 states:

Trucking and Truck-Related Industrial Activities include the provision of freight handling and shipping services by trucks **as well as parking, maintenance, and services for trucks and other heavy vehicles and equipment.** Each classification involves the use of trucks and other heavy vehicles that have a gross vehicle weight rating greater than or equal to

fourteen thousand (14,000) pounds. This classification also includes certain activities accessory to the above, as specified in Section 17.10.040. (Emphasis added.)

Truck parking related to movement of materials from the Port of Oakland, and related storage of equipment at the properties, fits within the activities described in subsection (B), entitled “Truck Yard,” of this classification, which states:

**Truck Yard. Parking, dispatch, refueling, and incidental repair of trucks, buses, or other fleets of heavy vehicles, where there is no on-site freight storage or transfer.** This classification includes corporation yards operated by public and private towing operations. This classification does not include local courier and delivery services; towing operations as an accessory activity to Automotive and Other Light Vehicle Repair and Cleaning (see Section 17.10.480). (Emphasis added.)

722 Wood Street and 0-7<sup>th</sup> Street are in the Mixed Housing Type Residential – 4 (RM-4) and Community Commercial – 2 (CC-2) Zones, respectively. Both RM-4 and CC-2 zones prohibit all Trucking and Truck-Related Industrial Activities (and all other industrial activities). Therefore, the existing truck and equipment storage operation is prohibited at the properties.

## **PROPERTY DESCRIPTION**

722 Wood Street is currently a 4,062 square foot vacant lot in the RM-4 zone at the corner of Wood and Goss Streets. The immediate context to the parcel is a duplex residential dwelling to the North, vacant lots to the east and south of the site, and an affordable housing complex and Bertha Port Park to the west.

0-7<sup>th</sup> Street is currently a 14,214 square foot vacant lot at the corner of Wood and 7<sup>th</sup> Streets in the CC-2 zone. The immediate context to the parcels is vacant lots to the north and east, a four-story parking structure and the BART track to the south, and an affordable housing complex to the West. The site is kitty corner from the West Oakland USPS processing center.

## **GENERAL PLAN ANALYSIS**

One subject site, 722 Wood Street, is in the Mixed Housing Type Residential classification of the Land Use and Transportation Element (LUTE) of the General Plan. The intent of this classification is to create, maintain and enhance residential areas typically located near the City’s major arterials and characterized by a mix of single-family homes, townhouses and small multi-unit buildings, and neighborhood businesses where appropriate. The current trucking operation does not meet the intent of this General Plan Classification.

The other subject site, 0-7<sup>th</sup> Street, is in the Community Commercial classification of the Land Use and Transportation Element (LUTE) of the General Plan. The intent of this classification is to create, maintain and enhance areas suitable for a wide variety of commercial and institutional operations along the City’s major corridors and in shopping districts or centers. The current trucking operation does not meet the intent of the General Plan.

The current trucking operation and equipment storage activities are inconsistent with the following LUTE Objectives and Policies.

**Objective N2 – Encourage adequate civic, institutional, and educational facilities located within Oakland, appropriately designed and sited to serve the community.**

**Policy N2.4 Locating Services along major streets.** New large-scale community, government, and institutional uses should be located outside of areas that are predominantly residential. Preferably, they should be located along major thoroughfares with easy access to freeway and public transit or in the Downtown.

*The subject parcels are ideal locations for a large-scale community, government, and or institutional use because it is located along a main street with easy access to freeway and public transit.*

**Objection N3 – Encourage the construction, conservation, and enhancement of housing resources in order to meet the current and future needs of the Oakland community.**

**Policy N3.2 Encourage infill development.** In order to facilitate the construction of needed housing units, infill development that is consistent with the General Plan should take place throughout the City.

*The subject parcels are vacant and would make a prime site for housing development.*

**Policy N8.1 Developing Transit Villages.** “Transit Village” areas should consist of attached multi-story development on properties near or adjacent to BART or other well used or high-volume transit facilities. While residential units should be encouraged as part of any transit village, other uses maybe included where they will not negatively affect the residential living environment.

*The subject sites are half a mile from West Oakland BART station. A Transit Village development would be appropriate for this location.*

## WEST OAKLAND SPECIFIC PLAN ANALYSIS

0-7<sup>th</sup> street and 722 Wood Street are Opportunity Sites #29 in the 7<sup>th</sup> Street Opportunity Area as described in the West Oakland Specific Plan for residential development. The subject sites fall within the Sub-Area 2B: 7<sup>th</sup> Street Opportunity Area (p 53). The intent of this area is to revitalize 7<sup>th</sup> street as a neighborhood focus and cultural activity center. A potential neighborhood serving establishment would be a new grocery store along 7<sup>th</sup> street. The current trucking and storage operation is inconsistent with the vision for the revitalization of 7<sup>th</sup> Street and the West Oakland Specific Plan.

## APPEAL LETTER ARGUMENTS AND CITY RESPONSES

Below are the City’s responses to each argument set forth in Appellant’s appeal letter. Your main arguments are shown in regular type and the City’s responses are shown in **BOLD** type.

### Appellant Argument A: Discussion of the legal nonconforming uses

The subject parcels, which are separate parcels from adjacent uses, have been continuously used for vehicle and equipment storage for at least 40 years. Such uses are grandfathered legal nonconforming uses as defined in Oakland Planning Code, Section 17.09.040. Section 17.114.030 confirms “that Fundamental Vested Rights [are] Not Abrogated by Code Adoption or Amendment [and] shall not abrogate any fundamental vested rights established pursuant to State law.” The vast majority of the site was zoned for industrial uses as recently as 10 years ago when vehicle parking was an existing and conforming use. In 2011, the City changed the zoning from M-30 to CC-2. The M-30 zone allows truck yards per OMC section 17.72.030. Exhibits G, H, I and J of the appeal demonstrate that the site has been used historically for the storage of a variety of vehicles and in recent years has been used for the storage of trucks and equipment by entities that serve the City and Port of Oakland.

Gregory Gruendl, Gruendl, Inc., leased the property at 7th & Wood during the latter part of 2018 and through most of 2019. Gruendl, Inc., owned by Gregory Gruendl dba Ray’s Electric was the contractor for

the City of Oakland for the 7th Street WOTV Streetscape project. Gruendl used the site for the parking, staging and operation of trucks, construction equipment and building materials with the knowledge and consent of the City of Oakland. Officials who supervised Gruendl were Robert Vance, P.E. and Luis Camacho, both of the City's Public Works Department.

Prior and subsequent to Gruendl's use, the parcels have also been leased to EBMUD, PG&E and a development firm of Edward J. Heath, for truck and equipment storage without any objection from the City of Oakland. During all these times, the City made no objection to the use of the site for vehicle and truck storage. In addition, historic aerial photographs show that the property has been used for parking dating back to at least 1980. The City has not demonstrated that the site was not so used during this period.

#### **City Response to Appellant Argument A:**

**Trucking and Truck Related Industrial Activities were not permitted at the site in 2014 when the applicant indicates truck operations and other industrial activities began at the site. Further, the use as a parking lot and storage for Esther's Orbit Room and the other neighboring businesses prior to 2014, when truck operation began at the site, does not grandfather Trucking and Truck-Related Industrial Activities at the site.**

**Under Section 17.10.040 of the Planning Code, a customer parking lot on a separate lot is considered an accessory activity to the principal commercial activities it serves. Therefore, the parking lot at the subject sites serving Esther's Orbit room and other commercial businesses on 7<sup>th</sup> Street is considered a commercial activity and does not fall into the Trucking and Truck Related Industrial Activities classification. Even if it were the principal activity, car parking does not fall into the Trucking and Truck-Related Industrial Activities. Therefore, no grandfathering for Trucking and Truck Related Industrial Activities has occurred and the code sections described above do not apply.**

**The Appellant provided no evidence that Trucking, and Truck Related Industrial Activities occurred at the site at any time prior to its use by Esther's Orbit Room and other commercial businesses. However, even if the activity did occur prior to its use by these commercial businesses, the appellant could not use the site for these activities because, per Planning Code Section 17.114.050 - Nonconforming Activity—Discontinuance, a legal nonconforming activity that ceases operation for one year loses its legal status. Since the appellant states that Esther's Orbit Room and the other listed *commercial* businesses used the site before from at least 1980 to 2014, the site loses any legal nonconforming use rights to use the site for any purported Trucking and Truck-Related Industrial Activities that may have occurred on the properties before Esther's Orbit Room or other commercial businesses allegedly used the properties for parking.**

**Exhibit G of the appeal shows the 1872 City Directory for Stanford stables at subject lots from 1852-1877. The use of the site for stables in the 19<sup>th</sup> Century is unrelated to the current use as a Trucking and Truck-Related Equipment Storage operation, which is an Industrial Activity under Oakland Planning Code Section 17.10.585(B).**

**Exhibit H of the appeal is a San Francisco Chronicle article on the history of Esther's Orbit Room. Again, this is not evidence of trucking activities at the subject sites.**

**Exhibit I of the appeal is photo of documentation of the subject site used as a construction storage yard by Ray's Electric Contractor between 2018- 2019. There are no Zoning approvals for the subject properties to be used as an industrial construction yard for storage and staging of trucks and construction equipment. This activity is classified as Construction Operations Industrial Activities under 17.10.582 of the Planning Code, which is not permitted at either of the sites currently**

**or during either 2018 or 2019. Knowledge of the activity by another department within the City or the Port of Oakland does not constitute its zoning approval from the Bureau of Planning.**

Appellant Argument B: Discussion on the City's obligation to permit historic and/or viable uses due to the punitive nature of the Vacant Property Tax

In Exhibits M, N, O and P of the appeal, the Appellant provides the basis for the obligation of the City of Oakland to permit historic and/or viable uses on land that would otherwise be vacant. The subject properties are only suitable for vehicle storage until such time as a residential or mixed-use development is economically feasible. Appellants have actively marketed the site for sale or lease for the past seven years (see Exhibit Z of the appeal - <https://listingmanager.costar.com/listing/6axJmKEyE8GD3Kg0> and Z-II <https://listingmanager.costar.com/listing/RGbqDvgkq3YPveQy>; and listings on Loopnet & Costar) and have been in contact with numerous would-be developers, none of whom have been able to develop a feasible new construction project. As a matter of equity and civil rights, the City cannot impose a vacant parcel tax on a property while prohibiting its use for historic and/or viable purposes.

The parcels have been used for vehicle parking since at least 1980, serving as the parking lot for the jazz club "Esther's Orbit Room." (See Exhibit H of the appeal) Since Appellants purchased the property in Nov. 2014, the lots have continued to be used for vehicle parking, including truck and equipment parking, and staging by EBMUD, PG&E and the City of Oakland's own contractors. The parcels are only suitable for vehicle storage. They have been rented for these uses for the past six years by Appellant and were used for the previous decades by the late Esther Mabry as a parking lot for Esther's Orbit room.

The vacant lots at the site have not been feasible to develop, although they are for sale and were in escrow with a developer for a couple of years. It is highly unreasonable of the City approve the use of the site for vehicle storage for their own contractors for a City project, only to later take the position that the use is illegal and to impose a tax and prevent the owner from using a parcel for the historic, and only feasible use, in order to avoid the City's confiscatory tax. Such an action amounts to a regulatory taking.

**City Response to Appellant Argument B:**

**The subject properties are buildable lots and are suitable for the variety of facilities and activities described in Chapters 17.35 and 17.17 of the Planning Code. Therefore, the City's implementation of the vacant parcel tax allows for the economic use of the sites and does not abrogate the responsibility of a property owner to only allow permitted activities on their properties.**

Appellant Argument C: The City is Estopped from Prohibiting Vehicle/Truck Parking on the Site and Doing So Would Also Violate Appellant's Equal Protection and Due Process Rights

The City is estopped from enforcing a prohibition on vehicle/truck parking on the site since the City was aware of, and approved of its use, the owner/appellant relied on such approval and the City's change of position would inflict damage on the owner/appellant. Moreover, estopping the City's enforcement in this circumstance would not contravene any important public policy since the use as a vehicle/truck parking lot is historic, and serves a public good as set forth below.

The City should not be allowed to allow the use when it benefits the City (e.g. for its contractor Gruendl, Inc. and Ray's Electric and their subcontractors, but disallow such use for others. (See Exhibits D, E, F and J in Nov. 25, 2021 appeal of the original Nov. 3, 2020 NOVs.)) Such unequal treatment runs afoul of equal protection and due process protections under the United States Constitution.

**City Response to Appellant Argument C:**

Appellant's above arguments lack substantial evidence for the following reasons: (1) the current zoning designations for the properties prohibit industrial activities, including Trucking and Truck-Related Industrial Activities, (2) there are no Planning Bureau records or approvals in the past ten years for any of these activities at the properties, and (2) a lack of prior City Enforcement does not constitute approval of this activity.

Trucking and the associate storage of equipment are classified as Trucking and Truck-Related Industrial Activities in the Planning Code, which are not permitted at the properties (see above). In addition, Appellant has presented no evidence that Trucking and Truck-Related Industrial Activities have existed at the properties to establish that the trucking operation is a legal, nonconforming use. In fact, the Appellant attempts to claim that surrounding commercial activities have used the properties for parking (as opposed to Trucking and Truck-Related Industrial activities). Assuming this was the case, then such intervening uses for one year or more would have caused any alleged prior legal, nonconforming Trucking and Truck-Related Industrial Activities to expire by operation of law due to their discontinuance.

Appellant Argument D: Discussion on Appellant's application for a business license for a parking lot.

The Appellant applied for a business license for a parking lot on August 2, 2020. (See Exhibit K of the appeal) The Appellant subsequently communicated in August of 2020 with Chuck Maurer, the Revenue Operation Supervisor, of the City of Oakland to include all four contiguous parcels on the same business license since it is impractical to have a separate business license for each parcel. The Appellant is waiting for a solution from the City for a business license for all four parcels as a parking lot. The license is not for a parking lot being rented by the hour or day but for a lot being used by a business for its own vehicles. (See Exhibit L of the appeal) This application, which predated the NOV's and the determination letters, remains pending

City Response to Appellant Argument D:

**Prior to receiving a business tax certificate for a business operating in the City of Oakland, the applicant must be granted a Zoning Clearance from the Bureau of Planning. Regardless, the status of the business tax certificate is unrelated to whether an activity is permitted under the Oakland Planning Code at the specific properties.**

Appellant Argument E: Discussion on unapproved industrial activities.

As can be seen in Exhibits A and B of the appeal, there are no "industrial" activities on the property. It is unreasonable to claim that the mere parking of trucks constitutes an industrial activity. The trucks do not idle since they are not in a queue, and as mentioned below, they are equipped with regulated emissions filtration equipment and located in extremely close proximity to the Port of Oakland

City Response to Appellant Argument E:

**As stated above, Trucking and Truck-Related Activities are Industrial Activities per Section 17.10.585 of the Oakland Planning Code. Both the RM-4 and CC-2 Zones prohibit all industrial activities, including Trucking and Truck-Related Activities, Therefore, the existing truck operation is prohibited at the properties.**

Appellant Argument F: The subject property is consistent with adjacent uses and serves as a gateway to the Port of Oakland

The property covered by this appeal is the closest private property to the Port of Oakland and provides off street parking for trucks serving the Port. Many other trucks park on public streets blocking access to residential and commercial properties. Across the street from the subject property is a huge truck parking facility that is operated by the US Postal Service. See Exhibit V of the appeal. See also discussion below in Section I.I, below.

**City Response to Appellant Argument F:**

**The site's location relative to other facilities and activities performed at nearby facilities is not relevant and does not change the fact that the truck operation at the site is a prohibited activity in the RM-4 and CC-2 Zones.**

Appellant Argument G: The City of Oakland allows the desecration of public spaces but is harassing the owner and tenant of the subject property who provide a public service to the City and Port of Oakland

The City has allowed many public spaces to be taken over by unhoused persons who have made these spaces into blighted areas. It is unreasonable to allow such areas to degrade and then harass the owner of the subject property who is maintaining a clean property and providing a service to the City of Oakland and which property would otherwise be subject to the punitive City of Oakland Vacant Property Tax.

See Exhibit T of the appeal for an example of the City allowing the despoilation of a prominent park across the street from the major Kaiser Medical Facility and Hospital at Broadway and MacArthur. H. Local and Nationwide Need for Off-Street Truck Parking

As set forth in the West Oakland Truck Management Plan (WOTMP), dated October 29, 2018, "The Port and the City do not own or operate the trucks operating at the Port and Oakland Army Base (OAB). The trucks are owned and operated by motor carriers or independent owner-operator contractors." These independent truckers need safe off street parking so they to do park on City streets. As detailed further in Section I.I, below, the property that is the subject of this appeal is the closest parking lot to the Port of Oakland and across the street from the major trucking facility operated by the US Postal Service.

In addition to serving Oakland's needs for off-street truck parking close to the Port of Oakland, the property that is the subject of this Appeal is also satisfying the important Nationwide need for safe truck parking spaces. As set forth on the website of the US Dept. of Transportation [https://ops.fhwa.dot.gov/Freight/infrastructure/truck\\_parking/index.htm](https://ops.fhwa.dot.gov/Freight/infrastructure/truck_parking/index.htm) :

*Truck Parking*

*Truck parking shortages are a national safety concern. Commercial truck drivers need access to safe, secure, and accessible truck parking. With the projected growth of truck traffic, the demand for truck parking will continue to outpace the supply of public and private parking facilities and will only exacerbate the truck parking problems experienced in many regions. An inadequate supply of truck parking spaces can result in negative consequences. Tired truck drivers may continue to drive because they have difficulty finding a place to park for rest. Truck drivers may choose to park at unsafe locations, such as on the shoulder of the road, exit ramps, or vacant lots, if they are unable to locate official, available parking.*

*Numerous public, private, academic and non-profit studies have been completed on the adequacy of truck parking, and these studies have some common findings including an expected growth in truck activity,*

*severe shortages of parking for trucks, lack of information on truck parking opportunities, and challenges due to limited delivery windows and specific rest requirements. The links below provide information to the authorized programs and activities that support truck parking, as well as the reports, surveys and historical information for truck parking.*

The importance of freight movement came into sharp focus during the pandemic. The City should facilitate the thoughtful movement of commerce to and from the Port and additional truck parking areas near the Port, such as the Property, are needed into to move goods and take pressure off local neighborhood streets.

### **City Response to Appellant Argument G**

**Again, none of the issues cited by the applicant change the fact that the truck operation at the site is a prohibited activity in the RM-4 and CC-2 Zones. The current Zoning designation reflects City policies regarding the intended use of the sites. There are ample areas of the City where Trucking and Truck Related Industrial Activities are permitted. Further, a shortage of a particular land use does not allow that land use to operate at a site intended by the City's Planning Code, General Plan, and applicable Specific Plan to contain a different type of activity. In other words, a shortage of truck parking does not make a truck parking business legal to operate in residential or commercial zones that do not permit that activity. If the property owner was so desirous of having this activity particular for this site, nothing hindered them from filing a General Plan Amendment and Rezoning request and going through the appropriate and legally defined process to change the rules for their property and allow the trucking use. Their failure to do so and subsequent citation is not harassment but an expected and predictable outcome of their choice to violate the Oakland Planning Code.**

**Also, please refer to the Truck Parking Regulation Map in the West Oakland Truck Management Plan for designated truck parking areas. The 2015-2017 off street truck parking survey in the West Oakland Truck Management Plan shows a total of 30 acres of designated off-street parking availability at the Port of Oakland and Oakland Army Base. On average, the parking lots provided by the Port of Oakland are only 74% filled. Truck parking and chassis/container storage is also provided on Caltrans sites below the freeway.**

Appellant Argument H: The City's Prohibition on Truck Parking at the Property in Question is Arbitrary and Capricious.

As the West Oakland Truck Management Plan ("WOTMP") acknowledges, trucks are allowed to park on public streets in commercial zones for 72 hours unless posted. (See W. Oakland Truck Mgmt. Plan, App. A, Truck Parking Technical Memorandum, <https://www.portofoakland.com/files/PDF/TMP%20Appendices-web.pdf>, dated Feb. 22, 2019 at p. 1 ["Commercial trucks are allowed to park in commercial and industrial areas for up to 72 hours, unless restricted by posted signage on a specific block."] As such, it is irrational, arbitrary and capricious to prohibit truck parking in a gated lot that is adjacent to a commercial street (7th Street) adjacent to the Port and approve truck routes, since allowing such parking is safer and has less impact on the public than a rotating array of trucks parking on public streets.

Moreover, the WOTMP notes that community input regarding parking noted that trailers parked on West Oakland streets "create an eyesore and are nuisance," "some truck drivers park on City streets because they do not know where off-street parking is available," and the cost of parking at the Port may be too expensive, causing truck drivers to park in West Oakland. (WOTMP, Appendix A, Technical Memo at p. 4 ["There is broad agreement among stakeholders and City and Port staff that unattached trailers should not be stored on city streets. Chassis should be returned to the marine terminals, chassis leasing company lots, or other appropriate off-street areas." (emphasis added)].)

The 7th and Wood site helps to remedy, rather than exacerbate, issues relating to on-street truck and vehicle parking in West Oakland. Parking at the site has been on-going for over four decades, and is reasonable in that its location is adjacent to 7th Street, the Port of Oakland, the USPS facility, and major freeway and BART lines. The intersection of 7th and Wood, and 7th Street heading west from the Property is a designated Truck Route with direct freeway access to I-880, as well as to the Port, Maritime Street and Middle Harbor. (WOTMP, App. B, p. 4 Exh. 1.) The I-880 onramp/offramp located a block from the Property is the second-most used access to/from the Port. (WOTMP, App. B, p. 8 Exh. 2 [accounting for 32% of the trips from the Port and 27% of trips to the Port].) As such, use of the Property for Truck Parking clearly helps keep trucks off prohibited streets and non-truck routes in West Oakland and east of Wood Street.

As the WOTMP notes, the Port and City are required to provide 15 acres each of truck parking, but as of March 2019 the City has only provided 3 acres out of the required 15, meaning the combined City/Port parking area was deficient by approximately 40% or 12 acres. (WOTMP, App. E at p. 1 [Port Memo-Truck Background].)

Not surprisingly, users of the Property, including American Roadway owned by Maria Xocol, attest to its usefulness and convenience. (See Exhibit AA of the appeal, letter from Christian Cap of American Roadway.) Mr. Cap notes that it is extremely hard to find a parking lot with close proximity to the Port, so trucks end up on public streets rather than in lots. Moreover, the Property's close location to the Port, allows for a shorter commute for his drivers, and a reduction in pollution and congestion in comparison to other locations. (Mr. Cap also notes that his trucks are equipped with emission filtration equipment, and are registered and regulated by the Bay Area Air Quality Management District.)

For all the above reasons, the historic use of the Property site for vehicle/truck parking should be allowed to continue. Additional submittals may be made prior to the hearing of the appeal.

#### **City Response to Appellant Argument H**

**See City Response to Appellant Argument G. Also, WOTMP Appendix E p. 6 Figure 2: Off -Street Truck Parking Currently Available at the Port of Oakland and Oakland Army Base show +/- 78 acres of existing facilities and +/- 12 acres of planned facilities. There are available and designated off -street truck parking for trucking companies. That the subject sites are located along a designated Trucking Route with convenient access to the highway does not change the fact Trucking and Truck-Related Industrial Activities are prohibited at the subject sites.**

**Allowing vehicle parking in the right of way does not abrogate the City's legal authority to regulate how vehicles and other equipment are stored on private property or the property owner's requirement to conform to the regulations or face citation for violations of the Oakland Municipal Code.**

#### **ENVIRONMENTAL DETERMINATION**

The determination is not considered a project as defined by Section 15378 of the State CEQA guidelines, and therefore does not require CEQA review. On a separate and independent basis, the determinations are exempt under Section 15321 of the State CEQA Guidelines: 15321. Enforcement Actions by Regulatory Agencies

**CONCLUSION**

The Zoning Manager’s Determination was issued correctly, the Appeal should be denied, and the operation should cease operation at 722 Wood Street and 0-7<sup>th</sup> Street (APNs: 006-0019-008-00 and 006-0019-028-02). For the reasons described above, the truck storage and related activities are not permitted at these sites and there is no evidence that the operation can remain as a legal nonconforming activity.

**RECOMMENDATIONS:**

Deny the Appeal, thereby upholding the Zoning Manager’s Determination that the Planning Code permits the trucking storage and other related activities currently operating at the subject sites.

Prepared by:

*Eva Wu*

\_\_\_\_\_  
Eva Wu  
Planner II

Reviewed by:



\_\_\_\_\_  
ROBERT MERKAMP  
Zoning Manager  
Bureau of Planning

Approved for forwarding to the Planning Commission:

*Catherine Payne*

for

\_\_\_\_\_  
ED MANASSE  
Deputy Director  
Bureau of Planning

**ATTACHMENTS:**

- A. Zoning Manger’s Determination dated June 11, 2021
- B. Appeal form, Letter and Exhibits submittal dated June 21,2021

# CITY OF OAKLAND



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

Planning and Building Department  
Bureau of Planning

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

## **Sent via Electronic Mail**

June 11, 2021

Myrtle Street Flats LLC dba Sunrise Properties  
1954 Mountain Blvd. Suite 13266  
Oakland, CA 94611

### **Case File No:**

**DET210070 – 0 7<sup>TH</sup> Street; APN: 006-0019-028-02 (Notice of Violation 2004259)**

**DET210071 – 722 Wood Street; APN: 006-0019-008-00 (Notice of Violation 2004220)**

Dear Mr. Williams,

On April 30, 2021, you submitted, on behalf of your client, Myrtle Street Flats LLC dba Sunrise Properties (“Appellant”), appeals of Notices of Violations (NOVs) #2004259 and #2004220. The NOVs were issued by City Code Enforcement because truck and equipment parking operations at the 0 7<sup>th</sup> Street and 722 Wood Street properties (collectively, the “properties”) are not permitted under the current RM-4 and CC-2 zoning designations. This Determination Letter is a response to those appeals. The below map represents an aerial view of the properties.



The parking of trucks and heavy equipment at the properties represents an activity described within the Trucking and Truck-Related Industrial Activities land use classification found in Section 17.10.585 of the Planning Code, and which is prohibited under the properties' zoning districts. Section 17.10.585 states:

Trucking and Truck-Related Industrial Activities include the provision of freight handling and shipping services by trucks **as well as parking, maintenance, and services for trucks and other heavy vehicles and equipment.** Each classification involves the use of trucks and other heavy vehicles that have a gross vehicle weight rating greater than or equal to fourteen thousand (14,000) pounds. This classification also includes certain activities accessory to the above, as specified in Section 17.10.040. (Emphasis added.)

The truck equipment parking operations at the properties fits within the activities described in subsection (B), entitled "Truck Yard," of this classification, which states:

Truck Yard. **Parking, dispatch, refueling, and incidental repair of trucks, buses, or other fleets of heavy vehicles, where there is no on-site freight storage or transfer.** This classification includes corporation yards operated by public and private towing operations. This classification does not include local courier and delivery services; towing operations as an accessory activity to Automotive and Other Light Vehicle Repair and Cleaning (see Section 17.10.480). (Emphasis added.)

The 722 Wood Street property is in the RM-4 Zone and the 0 7th Street property is in the CC-2 Zone. As described above, the proposal is classified as Trucking and Truck-Related Activities Industrial Activities per Section 17.10.585 of the Oakland Planning Code. Both the RM-4 and CC-2 Zones prohibit all industrial activities, and therefore, the existing truck and equipment storage operation is prohibited at the properties.

Below are the City's responses to each argument set forth in your appeal letter. Your main arguments are shown in bold type and City's responses are shown in regular type.

**Appellant’s Argument #1:**

**The new NOV dated April 6, 2021 does not specify any industrial use that is being engaged in. As such the NOV is vague in that it is unclear what specific violation is being alleged.**

**City Response:**

See discussion above analysis concluding that the truck and equipment parking operations fall into Trucking and Truck-Related Industrial Activities, which is a prohibited industrial activity in the subject zoning districts.

**Appellant’s Argument #2:**

**The subject parcels have been used for vehicle and equipment storage for at least 40 years and these are grandfathered legal nonconforming uses as defined in Oakland Planning Code, Section 17.09.040. Various companies have used the land in this manner since 2014, while in Appellant’s ownership with the knowledge of the City of Oakland. During the previous 30+ years the owners of the entertainment, bar and restaurant venues on 7th St., such as Esther’s Orbit Room and Liquor store and Singer’s Arcade used the land for truck and automobile parking. Oakland Planning Code Section 17.114.030 confirms “that Fundamental Vested Rights [are] Not Abrogated by Code Adoption or Amendment [and] shall not abrogate any fundamental vested rights established pursuant to State law, including, without limitation, those established pursuant to the prior valid adoption and execution of a development agreement .....**

**City Response:**

The use as a parking lot and storage for Esther’s Orbit Room and the other listed businesses is not considered a grandfathered legal nonconforming use for Trucking and Truck-Related Industrial Activities. Under Section 17.10.040 of the Planning Code, the subject parcels that served as a parking lot is considered an accessory activity to the principal commercial activities listed in the appeal (Esther’s Orbit Room, liquor store, Singers Arcade, etc.) Therefore, the parking for these businesses is also considered a commercial, not an industrial activity. Regardless, these businesses primarily require car parking, not truck or heavy equipment parking, to serve their customers. Therefore, even if it is the principal activity, car parking does not fall into the Trucking and Truck-Related Industrial Activities since the parking of cars does not represent an “industrial use.” Therefore, no grandfathering for Trucking and Truck Related Industrial Activities has occurred and the code sections described above do not apply. In addition, Trucking and Truck Related Industrial Activities were not permitted at the site in 2014 when the applicant indicates the operation began at the site.

Appellant provided no evidence that Trucking and Truck Related Industrial Activities occurred at the site at any time prior to its use by Esther’s Orbit Room and other commercial businesses. However, even if the activity did occur prior to its use by these commercial businesses, the appellant could not use the site for these Activities because, per Planning Code Section 17.114.050 - Nonconforming Activity—Discontinuance, a legal nonconforming activity that ceases operation for one year loses its legal status. Since the appellant states that Esther’s Orbit Room and the other listed *commercial* businesses used the site before from at least 1980 to 2014, the site loses any legal nonconforming use rights to use the site for any purported Trucking and Truck-Related Industrial Activities that may have occurred on the properties before Esther’s Orbit Room or other commercial businesses allegedly used the properties for parking.

In summary, the activity is illegally operating at the site because: 1) the Planning Code sections cited by the appellant do not apply, 2) the Department of Planning and Building never gave approval for the

Trucking and Truck-Related Industrial Activities, 3) the activities are currently not permitted by the Planning Code within the properties' zoning districts; and 4) the activities were not permitted by the Planning Code when the activities began at the site in 2014. As a result, Appellant cannot claim that the activities are legal, nonconforming uses that have not ceased for less than a year.

**Appellant's Argument #3:**

**Exhibits G, H, I and J demonstrate that the site has been used historically for the storage of vehicles and in recent years has been used for the storage of trucks and equipment by entities that serve the City (including the City's contractors) and the Port of Oakland.**

- a. Exhibit G: Historic documents showing 7th, Goss and Wood site. The site was used as the Stanford Stables in the 19th Century as a forerunner of 20th Century Trucks and Vehicles.**

**City Response:**

The use of the site for stables in the 19<sup>th</sup> Century is unrelated to the current use as a Trucking and Truck-Related Equipment Storage operation, which is an Industrial Activity under Oakland Planning Code Section 17.10.585(B).

- b. Exhibit H: An Article in the San Francisco Chronicle Oct 31, 2019 about the history of Esther Mabry who owned and operated Ester's Orbit Room for more than 50 years. She used the 7<sup>th</sup>, Goss, and Wood site for parking.**

**City Response:**

See response to argument #2

- c. Exhibit I. Photos of the 7th, Goss and Wood site being used by the City's contractor Gregory Gruendl, Gruendl, Inc. dba Ray's Electric for the storage and staging of trucks, construction equipment and construction material during 2018 and 2019. The City's Public Works Dept. was intimately involved in this use and the City never raised any issues.**

**City Response:**

There are no Zoning approvals for the subject properties to be used as an industrial construction yard for storage and staging of trucks and construction equipment. This activity is classified as Construction Operations Industrial Activities under 17.10.582 of the Planning Code, which is not permitted at either of the sites currently or during either 2018 or 2019. Knowledge of the activity by another department within the City or the Port of Oakland does not constitute its zoning approval from the Bureau of Planning.

- d. Exhibit J. Copies of leases with various entities over the past 5 years, including EBMUD, PG&E, contractors, developers and a trucking companies for the storage of trucks, vehicles and equipment. These are long standing uses and are legal nonconforming based on current zoning.**

**City Response:**

The current zoning designations for the properties prohibit industrial activities and there are no Planning Bureau records or approvals in the past five years for any of these activities at the properties. Trucking and the storage of equipment are classified as Trucking and Truck-Related Industrial Activities in the Planning Code, which are not permitted at the properties (see above). In addition, Appellant has presented no evidence that Trucking and Truck-Related Industrial Activities have existed at the properties so as to constitute a legal, nonconforming use. In fact, appellant attempts to claim that surrounding commercial activities have used the properties for parking. Assuming this was the case, then such intervening uses for one year or more would have caused any alleged prior legal, nonconforming Trucking and Truck-Related Industrial Activities to expire by operation of law due to their discontinuance.

**Appellant's Argument #4:**

**Gregory Gruendl, Gruendl, Inc., leased the property at 7th & Wood during the latter part of 2018 and through most of 2019. Gruendl, Inc., owned by Gregory Gruendl dba Ray's Electric is the contractor for the City of Oakland for the 7th Street WOTV Streetscape project. Gruendl used the site for the parking, staging and operation of trucks, construction equipment and building materials with the knowledge and consent of the City of Oakland.**

**City Response:**

See response to argument #3c

**Appellant's Argument #5:**

**Prior and subsequent to Gruendl's use, the parcels have also been leased to EBMUD, PG&E and a development firm of Edward J. Heath, for truck and equipment storage without any interference from the City of Oakland. In addition, historic aerial photographs show that the property was used for parking dating back to at least 1980.**

**City Response:**

The Planning Code does not permit these industrial activities at the properties because the properties zoning designations prohibit said activities. Therefore, the responses to Appellant Arguments #1, #2, and #3 apply. There are no approvals for these activities at the properties and a lack of prior City enforcement does not constitute approval of the activity.

**Appellant Argument #6:**

**In Exhibits M, N, O and P, Appellant provides the basis for the obligation of the City of Oakland to permit historic and/or viable uses on land that would otherwise be vacant. The subject properties are only suitable for vehicle storage until such time as a residential or mixed-use development is economically feasible. The City of Oakland served Appellant with Vacant Property Tax notices both in 2020 and in 2021 (Exhibits N, O and W.) Appellant filed Petitions of Vacancy both in 2020 and in 2021. (Exhibits N, O and X.) Appellants have been in contact with numerous would-be developers, none of whom have been able to develop a feasible new construction project. As a matter of equity and civil rights, the City cannot impose a vacant parcel tax on a property while prohibiting its use for historic and/or viable purposes, unless the City provides an exemption for property (such as the subject property) that is being actively marketed for sale. The parcels have**

been used for vehicle parking since at least 1980, serving as the parking lot for the famous jazz club “Esther’s Orbit Room.” (See Exhibit H.) Since Appellants purchased the property in Nov. 2014, the lots have been used for vehicle, truck and equipment parking and staging by EBMUD, PG&E and the City of Oakland’s own contractors. The parcels are only suitable for vehicle storage, contractor yards or trucking yards. They have been rented for these uses for the past six years by Appellant and were used for the previous 50 years by the late Esther Mabry as a parking lot for Esther’s Orbit room. The vacant lots for many reasons have not been feasible to develop, although they are for sale and were in escrow with a developer for a couple of years. It is highly unreasonable of the City to impose a tax and then prevent the owner from using a parcel for the only feasible uses, in order to avoid this confiscatory tax.

**Exhibit M:** Letter to Oakland City Finance & Management Committee objecting to 18-2201: Vacant Property Tax Implementation Ordinance & Administration

**Exhibit N:** PETITION OF VACANCY TO REVERSE NOTICE OF VACANCY FOR CALENDAR YEAR 2019 for 722 Wood St. AP 006-0019-008-00. March 12, 2020

**Exhibit O:** PETITION OF VACANCY TO REVERSE NOTICE OF VACANCY FOR CALENDAR YEAR 2019 For 7<sup>th</sup> St. 006-0019-028-02. March 12, 2020.

**Exhibit P:** Decisions from City of Oakland on the Petitions for Vacancy received by email but not by USPS. July 16, 2020.

**City Response:**

The subject properties are buildable lots and are suitable for the variety of facilities and activities described in Chapters 17.35 and 17.17 of the Planning Code. Therefore, the City’s implementation of the vacant parcel tax allows for the economic use of the sites and does not abrogate the responsibility of a property owner to only allow permitted activities on their properties.

**Appellant’s Argument #7:**

Discussion of Appellant’s application for a business license for a parking lot Appellant applied for a business license for a parking lot on August 2, 2020. (See Exhibit K.) Appellant subsequently communicated in August, 2020 with Chuck Maurer, the Revenue Operation Supervisor, of the City of Oakland to include all 4 contiguous parcels on the same business license since it is impractical to have a separate business license for each parcel. Appellant is waiting for a solution from the City for a business license for all 4 parcels as a parking lot. The license is not for a parking lot being rented by the hour or day but for a lot being used by a business for its own vehicles. (See Exhibit L.)

**City Response:**

Prior to receiving a business tax certificate for a business operating in the City of Oakland, the applicant must be granted a Zoning Clearance from the Bureau of Planning. Regardless, the status of the business tax certificate is unrelated to whether an activity is permitted under the Oakland Planning Code at the specific properties.

**Appellant’s Argument #8:**

Discussion on unapproved industrial activity. As can be seen in Exhibit A and B, there are no industrial activities on the property. It is unreasonable to claim that the mere parking of trucks constitutes an industrial activity.

**The subject property is consistent with adjacent uses and serves as a gateway to the Port of Oakland. The property covered by this appeal is the closest private property to the Port of Oakland and provides off street parking for tucks serving the Port. Many other trucks park on public streets blocking access to residential and commercial properties. Across the street from the subject property is a high truck parking facility that is operated by the US Postal Service. See Exhibit V.**

**The City of Oakland allows the desecration of public spaces by vagrants but is harassing the owner and tenants of the subject property who are providing a service to the City and Port of Oakland. The City has allowed many public spaces to be taken over by vagrants who have made these spaces into garbage dumps and a blight on the City. It is unreasonable to allow such anti-social uses and then harass the owner of the subject property who is providing a service to the City of Oakland and which property would otherwise be subject to the punitive City of Oakland Vacant Property Tax. See Exhibit T for an example of the City allowing the despoilation of a prominent park across the street from the major Kaiser Medical Facility and Hospital at Broadway and MacArthur.**

**City Response:**

See the City's responses to Appellant's Arguments #1 through #3. As stated above, Trucking and Truck-Related Activities are Industrial Activities per Section 17.10.585 of the Oakland Planning Code. Both the RM-4 and CC-2 Zones prohibit all industrial activities, including Trucking and Truck-Related Activities, and, therefore, the existing truck and equipment storage operation is prohibited at the properties. The issues regarding "vagrants", the site's location relative to other facilities, and activities performed at nearby facilities do not change the fact that the truck and equipment parking operation at the site is a prohibited activity in the RM-4 and CC-2 Zones.

In addition, please see the City's response to argument #6 regarding the Vacant Property Tax.

**Appellant's Argument #9:**

**Discussion on the local and Nationwide need for off-street truck parking. As set forth in the "West Oakland Truck Management Plan." dated Oct 29, 2018. "The Port and the City do not own or operate the trucks operating at the Port and Oakland Army Base (OAB). The trucks are owned and operator contractors." These independent truckers need safe off-street parking so they to do park on City streets. The property that is the subject of this appeal is the closest parking lot to the Port of Oakland and across the street from the major trucking facility operated by the US Postal Service. In Addition to serving Oakland's needs for off-street truck parking close to the Port of Oakland, the property that is the subject of this Appeal is also satisfying the important Nationwide need for sage truck parking spaces.**

**Truck parking shortages are a national safety concern. Commercial truck drivers nee access to safe, secure, and accessible truck parking. With the projected growth of truck traffic, the demand for truck parking will continue to outpace the supply of public and private parking facilities and will only exacerbate the truck parking problems experienced in many regions An inadequate supply of truck parking spaces can result in negative consequences. Tried truck drivers may continue to drive because they have difficulty finding a place to park for rest. Truck drivers may choose to park at unsafe locations, such as on the shoulder of the road, exit ramps, or vacant lots, if they are unable to locate official, available parking. Numerous public, private, academic and non-profit studies have been completed on the adequacy of truck parking, and these studies have some common findings including an expected growth in truck activity, severe shortages of parking for trucks, lack of information on truck parking opportunities. The link below provide information to**

**the authorized programs and activities that support truck parking, as well as the reports, surveys, and historical information for truck parking.**

**City Response:**

Please refer to the Truck Parking Regulation Map in the West Oakland Truck Management Plan for designated truck parking areas.

**Conclusion and Next Steps:**

For the reasons described above, staff determines that the activity described in the appeal of the NOV is not permitted at the subject properties. Therefore, the orders described in the NOV are determined herein to be valid. As a result, Appellant is required to cease their Trucking and Truck-Related Activities at the properties.

If you, or any interested party, seeks to challenge this decision, an appeal **must** be filed by no later than ten (10) calendar days from the date of this letter, by **4:00 pm on Monday June 21, 2021**. An appeal shall be on a form provided by the Bureau of Planning of the Planning and Building Department, and submitted via email to: (1) **Eva Wu, Planner II, at [ewu@oaklandca.gov](mailto:ewu@oaklandca.gov)**, (2) **Robert Merkamp, Zoning Manager, at [rmerkamp@oaklandca.gov](mailto:rmerkamp@oaklandca.gov)**, and (3) **Catherine Payne, Development Planning Manager, at [cpayne@oaklandca.gov](mailto:cpayne@oaklandca.gov)**. The appeal form is available online at <https://www.oaklandca.gov/documents/appeal-application-form>. The appeal shall state specifically wherein it is claimed there was error or abuse of discretion by the Zoning Manager or decision-making body or wherein the decision is not supported by substantial evidence. Applicable appeal fees in the amount of **\$2404.01** in accordance with the City of Oakland Master Fee Schedule must be paid in full within five calendar days (**Monday, June 28, 2021**) of filing the appeal. Failure to timely appeal (or to timely pay all appeal fees) will preclude you, or any interested party, from challenging the City's decision in court. The appeal itself must raise each and every issue that is contested, along with all the arguments and evidence in the record which supports the basis of the appeal; failure to do so may preclude you, or any interested party, from raising such issues during the appeal and/or in court. However, the appeal will be limited to issues and/or evidence presented to the Zoning Manager in the submittal of your determination. prior to the close of the previously noticed public comment period on the matter. For further information, see the attached Interim City Administrator Emergency Order No. 3 and Interim Procedures for Appeals of City Planning Bureau Decisions for Development Projects.

If you have further questions regarding this matter, please contact Brian Mulry, Deputy City Attorney, at (510) 238-6839 or [bmulry@oaklandcityattorney.org](mailto:bmulry@oaklandcityattorney.org), or have your client contact Eva Wu, Planner II, at (510) 238-3785 or [ewu@oaklandca.gov](mailto:ewu@oaklandca.gov).

Sincerely,



Robert D. Merkamp  
Zoning Manager

Attachments:

- A. Appeal Form (0 7<sup>th</sup> Street)

- B. Appeal Form (722 Wood Street)
- C. Applicant submitted letter dated April 30, 2021 (0 7<sup>th</sup> Street)
- D. Applicant submitted letter dated April 30, 2021 (722 Wood Street)
- E. Exhibit A,B,G,H,I,J,K,L,M,N,O,P,R,T,V,W,X

CC:

Neil Gray; [ngray@oaklandca.gov](mailto:ngray@oaklandca.gov)  
Robert Merkamp; [rmerkamp@oaklandca.gov](mailto:rmerkamp@oaklandca.gov)  
Andrea Gardner; [agardner@portoakland.com](mailto:agardner@portoakland.com)  
Richard Sinkoff; [rsinkoff@portoakland.com](mailto:rsinkoff@portoakland.com)  
Alicia Parker; [aparker@oaklandca.gov](mailto:aparker@oaklandca.gov)  
Brian Mulry; [bmulry@oaklandcityattorney.org](mailto:bmulry@oaklandcityattorney.org)  
Tim Low; [tlow@oaklandca.gov](mailto:tlow@oaklandca.gov)  
Rich Fielding; [rfielding@oaklandca.gov](mailto:rfielding@oaklandca.gov)  
Edward Manasse; [emanassee@oaklandca.gov](mailto:emanassee@oaklandca.gov)  
Angela Robinson-Pinon [arobinsonpinon@oaklandca.gov](mailto:arobinsonpinon@oaklandca.gov)  
Sandra Smith; [ssmith@oaklandca.gov](mailto:ssmith@oaklandca.gov)  
Gavin Platt; [gavin.m.platt@gmail.com](mailto:gavin.m.platt@gmail.com)  
Brian Beveridge; [brian.woeip@gmail.com](mailto:brian.woeip@gmail.com)  
Margaret Gordon; [margaret.woeip@gmail.com](mailto:margaret.woeip@gmail.com)  
Sunrise Properties: [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net)  
Todd A. Williams: [toddwilliams@wendel.com](mailto:toddwilliams@wendel.com)



CITY OF OAKLAND

# DET210070 - ATTACHMENT A

250 FRANK H. OGAWA PLAZA ▪ SUITE 2340 ▪ OAKLAND, CALIFORNIA 94612-2031

Planning and Building Department

Bureau of Building

Code Enforcement Services

[www.oaklandca.gov](http://www.oaklandca.gov)

(510) 238-3381

TDD: (510) 238-3254

[inspectioncounter@oaklandca.gov](mailto:inspectioncounter@oaklandca.gov)

## APPEAL FORM

### Instructions:

If you have received a **Notice of Violation (NOV)** related to Building Code or Zoning violations, you have the right to appeal. Major Zoning violations must be appealed separately from Building Code, Minor Zoning, Blight and Graffiti Violations (as identified on the NOV). Please review the NOV and indicate below the violations you are appealing.

Complete this form and return it, along with the required filing fee and supporting documentation, to the Bureau of Building, at **250 Frank Ogawa Plaza, 2<sup>nd</sup> Floor, Cashiering, Oakland, CA 94612**. Appeals forms may be submitted in person or by mail but must be received by the Bureau of Building no later than the **Deadline to Respond** identified on the Notice of Violation. Appeals Forms submitted without the required Filing Fees will be rejected.

**All future correspondence pertaining to this appeal will be sent via email only unless you have indicated below that you do not agree.**

Filing Date:	<input type="text"/>	Complaint No.	<input type="text"/>
Property Address:	<input type="text"/>	APN	<input type="text"/>
Name of Appellant:	<input type="text"/>		
Appellant Mailing Address:	<input type="text"/>		
Phone Number:	<input type="text"/>	Email Address:	<input type="text"/>
Property Owner: (if different)	<input type="text"/>	Phone Number:	<input type="text"/>
Property Owner Mailing Address:	<input type="text"/>		
Property Owner Email Address:	<input type="text"/>		
Representative/ Attorney (if any)	<input type="text"/>	Phone Number:	<input type="text"/>
Representative's Mailing Address:	<input type="text"/>		
Representative's Email Address	<input type="text"/>		

*NON-ATTORNEY REPRESENTATIVES MUST PROVIDE NOTARIZED AUTHORIZATION*

*I do not agree to receive future correspondence pertaining to this appeal by email.*

**Appeal Type:** (Check the appropriate box)

- Property Blight** (*trash, debris, overgrown vegetation, graffiti, etc.*)
- Building Maintenance** (*unpermitted work, no heat, water, undocumented units, landslides, drainage etc.*)
- Minor Zoning** (*e.g., unpermitted window, roofing changes; fencing height, unpermitted expansions, etc.*)
- Major Zoning** (*unpermitted activity; change of use; unpermitted units; expansion of non-conforming uses, etc.*)

### **How to Appeal:**

Complete and submit this form, along with all required filing fees, to the Bureau of Building no later than the **Deadline to Respond** indicated in the Notice of Violation. The **Deadline to Respond** shall be twenty-one (21) days except in cases involving danger or imminent hazard, in which case the deadline to Respond shall be seven (7) days.

You must provide all information required by this appeal form including responding to the requests at the top of page 3. If you are appealing a **Major Zoning Violation** you should explain a) why the use of your property conforms to the zoning designation for the property or b) why the activity should be approved as set forth in Planning Code, Title 17.

	Appeal Type:	Filing Fee
Category 1	Building Code, Minor Zoning, Blight and Graffiti Violations	\$110.00
Category 2	Major Zoning Violations (zoning determination)	\$473.92

If you are appealing both Category 1 and Category 2 Violations, you must pay **both** filing fees. If you are filing an appeal after the deadline to respond, explain why your appeal is past the deadline and why it should still be considered. Failure to adequately explain untimely filing may result in the appeal being summarily dismissed without a hearing.

### **Category 1 Appeals Process:**

Appeals of Building Code, Minor Zoning, Blight and Graffiti Violations will be reviewed administratively by staff who may grant the appeal without a hearing. If staff does not grant the appeal, a hearing will be scheduled before an Independent Hearing Officer within 60 days, unless you waive the right to the hearing following administrative review. If the Independent Hearing Officer grants your appeal, you will not be charged for the hearing. If the Hearing Officer denies your appeal, you must abate the violations and pay all administrative costs for the hearing as follows:

- Processing Fee = \$932
- Conduct Appeals Hearing = \$150.00 an hour (Actual Cost)
- Reschedule Hearing = \$329.00

Notice of the date, time, and place of hearing will be sent to the appellant and the property owner by email and or mail at least 14 days prior to the hearing. At the hearing, you may present evidence and testimony to support your appeal.

Decisions of the Independent Hearing Officer regarding Blight and Graffiti are final and may only be appealed in court.

Decisions of the Independent Hearing Officer regarding violations identified under the Oakland Municipal Code Chapter 15.04, 15.08 or the California Model Building Construction Code may be appealed to an Appeals Board within fourteen (14) days by following the procedures set forth in Oakland Municipal Code 15.04.1.125G. Appeals not filed in a timely manner will be rejected.

## Category 2 Appeals Process:

Appeals of Major Zoning Violations are routed to the Zoning Manager for a Major Zoning Determination.

The Zoning Manager will issue a written decision within 45 days from the end of the appeal period. The Major Zoning Determination fee is not refundable once the decision has been issued, regardless of outcome. Decisions of the Zoning Manager are final unless appealed to the Planning Commission within 10 days from the written decision. Appeals not filed in a timely manner will be rejected.

Please respond to all of the following:

- a. Briefly identify your legal interest in the property.
- b. Briefly identify which of the enforcement actions by the City you are appealing.
- c. Briefly identify how the City has erred or abused its discretion in bringing this action.
- d. Briefly identify how you want the City to resolve your appeal.

You may use this form to write your explanation and/or attach supplemental pages as needed.

**I Declare under Penalty of Perjury that the information given herewith in all respects is true and accurate to the best of my knowledge and belief.**

 _____	Date		Date
Appellant Signature		Representative Signature	
_____		_____	
Print Name Clearly		Print Name Clearly	

*Office Use Only*

**Record ID(s):** \_\_\_\_\_ **Administrative Reviewer(s):** \_\_\_\_\_  
**Receive Date: (Stamp)** \_\_\_\_\_

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- a. Briefly identify your legal interest in the property.
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You may use this form to write your explanation and/or attach supplemental pages as needed.

a. Property owner. See attached further statements and exhibits.

b. Unapproved industrial activities. (presumably truck parking but no used specified in this new NOV.)

c. Vehicle, truck and equipment storage are historic and legal nonconforming

uses and serve the Port of Oakland; Per USDOT: "Truck parking shortages are

a national safety concern." The site

is across the street from a huge truck parking facility of the US Postal Service....The punitive

VPT Ordinance obligates the City to permit viable and/or historic uses on otherwise vacant land.

d. Rescind the Notice of Violation.

I Declare under Penalty of Perjury that the information given herewith in all respects is true and accurate to the best of my knowledge and belief.

Appellant Signature

Date

Representative Signature

Date

By Alan Wofsy

Todd A. Williams 4/26/21

Print Name Clearly

Print Name Clearly

Office Use Only

Record ID(s): \_\_\_\_\_ Administrative Reviewer(s): \_\_\_\_\_

Receive Date: (Stamp) \_\_\_\_\_

Paid



CITY OF OAKLAND

DET210071 - ATTACHMENT B

250 FRANK H. OGAWA PLAZA • SUITE 2340 • OAKLAND, CALIFORNIA 94612-2031

Planning and Building Department

(510) 238-3381

Bureau of Building

TDD: (510) 238-3254

Code Enforcement Services

inspectioncounter@oaklandca.gov

www.oaklandca.gov

APPEAL FORM

Instructions:

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All future correspondence pertaining to this appeal will be sent via email only unless you have indicated below that you do not agree.

Filing Date: April 28 2021      Complaint No. 2004220

Property Address: 722 Wood St.      APN 006- -00 19-008-00

Name of Appellant: Alan Wofsy & Associates

Appellant Mailing Address: POB 2210, San Francisco, CA 94126

Phone Number: 415-872-9711      Email Address: hearst.common@jps.net

Property Owner: Oakland office      Phone Number: 510-482-3677  
(if different)

Property Owner Mailing Address: 1954 Mountain Blvd.; Suite 13266, Oakland, CA 94611

Property Owner Email Address: hearst.common@jps.net

Representative/ Attorney (if any): Todd A. Williams      Phone Number: 510-834-6600

Representative's Mailing Address: Wendel Rosen, 1111 Broadway, 24th floor, Oakland, CA 94607

Representative's Email Address: toddwilliams@wendel.com

NON-ATTORNEY REPRESENTATIVES MUST PROVIDE NOTARIZED AUTHORIZATION

I do not agree to receive future correspondence pertaining to this appeal by email.

Appeal Type: (Check the appropriate box)

- Property Blight (trash, debris, overgrown vegetation, graffiti, etc.)
- Building Maintenance (unpermitted work, no heat, water, undocumented units, landslides, drainage etc.)
- Minor Zoning (e.g., unpermitted window, roofing changes; fencing height, unpermitted expansions, etc.)
- Major Zoning (unpermitted activity; change of use; unpermitted units; expansion of non-conforming uses, etc.)

### How to Appeal:

Complete and submit this form, along with all required filing fees, to the Bureau of Building no later than the Deadline to Respond indicated in the Notice of Violation. The Deadline to Respond shall be twenty-one (21) days except in cases involving danger or imminent hazard, in which case the deadline to Respond shall be seven (7) days.

You must provide all information required by this appeal form including responding to the requests at the top of page 3. If you are appealing a Major Zoning Violation you should explain a) why the use of your property conforms to the zoning designation for the property or b) why the activity should be approved as set forth in Planning Code, Title 17.

	Appeal Type:	Filing Fee
Category 1	Building Code, Minor Zoning, Blight and Graffiti Violations	\$110.00
Category 2	Major Zoning Violations (zoning determination)	\$473.92

If you are appealing both Category 1 and Category 2 Violations, you must pay **both** filing fees. If you are filing an appeal after the deadline to respond, explain why your appeal is past the deadline and why it should still be considered. Failure to adequately explain untimely filing may result in the appeal being summarily dismissed without a hearing.

### Category 1 Appeals Process:

Appeals of Building Code, Minor Zoning, Blight and Graffiti Violations will be reviewed administratively by staff who may grant the appeal without a hearing. If staff does not grant the appeal, a hearing will be scheduled before an Independent Hearing Officer within 60 days, unless you waive the right to the hearing following administrative review. If the Independent Hearing Officer grants your appeal, you will not be charged for the hearing. If the Hearing Officer denies your appeal, you must abate the violations and pay all administrative costs for the hearing as follows:

Processing Fee = \$932  
Conduct Appeals Hearing = \$150.00 an hour (Actual Cost)  
Reschedule Hearing = \$329.00

Notice of the date, time, and place of hearing will be sent to the appellant and the property owner by email and or mail at least 14 days prior to the hearing. At the hearing, you may present evidence and testimony to support your appeal.

Decisions of the Independent Hearing Officer regarding Blight and Graffiti are final and may only be appealed in court.

Decisions of the Independent Hearing Officer regarding violations identified under the Oakland Municipal Code Chapter 15.04, 15.08 or the California Model Building Construction Code may be appealed to an Appeals Board within fourteen (14) days by following the procedures set forth in Oakland Municipal Code 15.04.1.125G. Appeals not filed in a timely manner will be rejected.

**Category 2 Appeals Process:**

Appeals of Major Zoning Violations are routed to the Zoning Manager for a Major Zoning Determination.

The Zoning Manager will issue a written decision within 45 days from the end of the appeal period. The Major Zoning Determination fee is not refundable once the decision has been issued, regardless of outcome. Decisions of the Zoning Manager are final unless appealed to the Planning Commission within 10 days from the written decision. Appeals not filed in a timely manner will be rejected.

Please respond to all of the following:

- a. Briefly identify your legal interest in the property.
- b. Briefly identify which of the enforcement actions by the City you are appealing.
- c. Briefly identify how the City has erred or abused its discretion in bringing this action.
- d. Briefly identify how you want the City to resolve your appeal.

You may use this form to write your explanation and/or attach supplemental pages as needed.

a. Property owner. See attached statements and exhibits.

b. Unapproved industrial activities; (presumably truck parking but no use specified in this new NOV.

c. Vehicle, truck and equipment storage are historic and legal nonconforming

uses and serve the Port of Oakland; Per USDOT: "Truck parking shortages are a national safety concern."

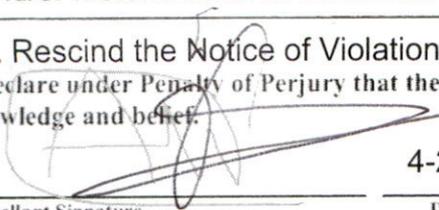
The site is across the street from a huge truck parking

facility of the US Postal Service. The punitive VPT Ordinance obligates the City to permit viable

and/or historic uses on otherwise vacant land.

d. Rescind the Notice of Violation.

I Declare under Penalty of Perjury that the information given herewith in all respects is true and accurate to the best of my knowledge and belief.

  
Appellant Signature \_\_\_\_\_ Date 4-28-21

Alan Wofsy  
Print Name Clearly \_\_\_\_\_

See next page  
Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

Todd A. Williams  
Print Name Clearly \_\_\_\_\_

*Office Use Only*

Record ID(s): \_\_\_\_\_ Administrative Reviewer(s): \_\_\_\_\_

Receive Date: (Stamp) \_\_\_\_\_



Appeal of Notice of Violation in  
Code Enforcement Case No. 2004220.

April, 2021 - New NOVs

Dropbox link

[https://www.dropbox.com/sh/pjb8gimu36dpkia/AADB6viYa1SUAui\\_mbkFNRSqa?dl=0](https://www.dropbox.com/sh/pjb8gimu36dpkia/AADB6viYa1SUAui_mbkFNRSqa?dl=0)

Appellant and its associated company own 4 parcels of land at the southeast corner of 7<sup>th</sup>, Wood and Goss streets. (See Exhibit R). For 40-50 years these parcels served as the parking lot for Esther's Orbit Room, owned by Esther Mabry (See Exhibit H). Since purchasing the 4 parcels of land and other lots with buildings on the same block from the heirs of Esther Mabry, Appellant has been leasing the lots to entities that provide a public service to the City of Oakland. These entities have continued the historic use of the lots for vehicle parking. (See Exhibits I and J). The ultimate use of the land will be for a residential mixed-use development and Appellant has been in contact with many would-be developers over the past six years.

The current tenant is American Roadway, Inc. a woman and minority-owned trucking company that serves the Port of Oakland. As can be seen from Exhibits A and B, they have a low key and well-organized operation. It is in the public interest to allow their use to continue until the site can be developed. This use not only serves the City of Oakland but also deters the vandalism, and trespassing that occur when the land is vacant. Trucking and the movement of commerce has been a critical, essential service during the COVID-19 pandemic. Furthermore, the tenant provides employment to Oakland and Alameda county residents.

The following discussion addresses the unfounded or inapplicable allegations in the Notice of Violation.

**I Unapproved industrial activities. The new NOV dated April 6, 2021 does not specify any industrial use that is being engaged in. As such the NOV is vague in that it is unclear what specific violation is being alleged.**

a) Discussion on the legal nonconforming uses:

The subject parcels have been used for vehicle and equipment storage for many years and these are grandfathered legal nonconforming uses as defined in Oakland Planning Code, Section 17.09.040. Various companies have used the land in this manner since 2014, while in Appellant's ownership with the knowledge of the City of Oakland. During the previous 30+ years the owners of the entertainment, bar and restaurant venues on 7<sup>th</sup> St., such as Esther's Orbit Room and Liquor store and Singer's Arcade used the land for truck and automobile parking.

Oakland Planning Code Section 17.114.030 confirms "that Fundamental Vested Rights [are] Not Abrogated by Code Adoption or Amendment [and] shall not abrogate any fundamental vested rights established pursuant to State law, including, without limitation, those established pursuant to the prior valid adoption and execution of a development agreement ....."

Exhibits G, H, I and J demonstrate that the site has been used historically for the storage of vehicles and in recent years has been used for the storage of trucks and equipment by entities that serve the City (including the City's contractors) and the Port of Oakland.

Gregory Gruendl, Gruendl, Inc., leased the property at 7<sup>th</sup> & Wood during the latter part of 2018 and through most of 2019. Gruendl, Inc., owned by Gregory Gruendl dba Ray's Electric is the contractor for the City of Oakland for the 7th Street WOTV Streetscape project.

Gruendl used the site for the parking, staging and operation of trucks, construction equipment and building materials with the knowledge and consent of the City of Oakland.

Prior and subsequent to Gruendl's use, the parcels have also been leased to EBMUD, PG&E and a development firm of Edward J. Heath, for truck and equipment storage without any interference from the City of Oakland.

**b) Discuss ion on the City's obligation to permit historic and/or viable uses due to the punitive nature of the VPT**

In Exhibits M, N, O and P, Appellant provides the basis for the obligation of the City of Oakland to permit historic and/or viable uses on land that would otherwise be vacant. The subject properties are only suitable for vehicle storage until such time as a residential or mixed-use development is economically feasible.

The City of Oakland served Appellant with Vacant Property Tax notices both in 2020 and in 2021 (Exhibits N, O and W.) Appellant filed Petitions of Vacancy both in 2020 and in 2021. (Exhibits N, O and X.)

Appellants have been in contact with numerous would-be developers, none of whom have been able to develop a feasible new construction project. As a matter of equity and civil rights, the City cannot impose a vacant parcel tax on a property while prohibiting its use for historic and/or viable purposes, unless the City provides an exemption for property (such as the subject property) that is being actively marketed for sale.

The parcels have been used for vehicle parking for many years, serving as the parking lot for the famous jazz club "Esther's Orbit Room." (See Exhibit H.) Since Appellants purchased the property in Nov. 2014, the lots have been used for vehicle, truck and equipment parking and staging by EBMUD, PG&E and the City of Oakland's own contractors. The parcels are only suitable for vehicle storage, contractor yards or trucking yards. They have been rented for these uses for the past six years by Appellant and were used for the previous 50 years by the late Esther Mabry as a parking lot for Esther's Orbit room.

The vacant lots for many reasons have not been feasible to develop, although they are for sale and were in escrow with a developer for a couple of years.

It is highly unreasonable of the City to impose a tax and then prevent the owner from using a parcel for the only feasible uses, in order to avoid this confiscatory tax.

**c) Discussion on Appellant's application for a business license for a parking lot**

Appellant applied for a business license for a parking lot on August 2, 2020. (See Exhibit K.)

Appellant subsequently communicated in August, 2020 with Chuck Maurer, the Revenue Operation Supervisor, of the City of Oakland to include all 4 contiguous parcels on the same business license since it is impractical to have a separate business license for each parcel. Appellant is waiting for a solution from the City for a business license for all 4 parcels as a parking lot. The license is not for a parking lot being rented by the hour or day but for a lot being used by a business for its own vehicles. (See Exhibit L.)

**d) Discussion on Unapproved industrial activities.**

As can be seen in Exhibits A and B, there are no industrial activities on the property. It is unreasonable to claim that the mere parking of trucks constitutes an industrial activity.

**e) The Subject property is consistent with adjacent uses and serves as a gateway to the Port of Oakland**

The property covered by this appeal is the closest private property to the Port of Oakland and provides off street parking for trucks serving the Port. Many other trucks park on public streets blocking access to residential and commercial properties.

Across the street from the subject property is a huge truck parking facility that is operated by the US Postal Service. See Exhibit V.

**f) The City of Oakland allows the desecration of public spaces by vagrants but is harassing the owner and tenant of the subject property who are providing a service to the City and Port of Oakland**

The City has allowed many public spaces to be taken over by vagrants who have made these space into garbage dumps and a blight on the City. It is unreasonable to allow such anti-social uses and then harass the owner of the subject property who is providing a service to the City of Oakland and which property would otherwise be subject to the punitive City of Oakland Vacant Property Tax.

See Exhibit T for an example of the City allowing the despoilation of a prominent park across the street from the major Kaiser Medical Facility and Hospital at Broadway and MacArthur.

**g) Discuss ion on the local and Nationwide need for off-street truck parking**

As set forth in the "West Oakland Truck Management Plan," dated Oct. 29, 2018: "The Port and the City do not own or operate the trucks operating at the Port and Oakland Army Base (OAB). The trucks are owned and operated by motor carriers or independent owner-operator contractors." These independent truckers need safe off-street parking so they to do park on City streets. The property that is the subject of this appeal is the closest parking lot to the Port of Oakland and across the street from the major trucking facility operated by the US Postal Service.

In addition to serving Oakland's needs for off-street truck parking close to the Port of Oakland, the property that is the subject of this Appeal is also satisfying the important Nationwide need for safe truck parking spaces.

As set forth on the website of the US Dept. of Transportation  
[https://ops.fhwa.dot.gov/Freight/infrastructure/truck\\_parking/index.htm](https://ops.fhwa.dot.gov/Freight/infrastructure/truck_parking/index.htm) :

### ***Truck Parking***

*Truck parking shortages are a national safety concern. Commercial truck drivers need access to safe, secure, and accessible truck parking. With the projected growth of truck traffic, the demand for truck parking will continue to outpace the supply of public and private parking facilities and will only exacerbate the truck parking problems experienced in many regions.*

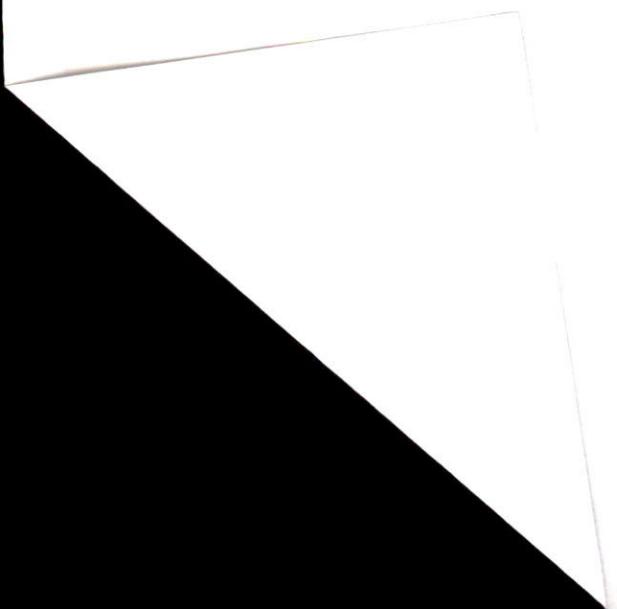
*An inadequate supply of truck parking spaces can result in negative consequences. Tired truck drivers may continue to drive because they have difficulty finding a place to park for rest. Truck drivers may choose to park at unsafe locations, such as on the shoulder of the road, exit ramps, or vacant lots, if they are unable to locate official, available parking.*

*Numerous public, private, academic and non-profit studies have been completed on the adequacy of truck parking, and these studies have some common findings including an expected growth in truck activity, severe shortages of parking for trucks, lack of information on truck parking opportunities, and challenges due to limited delivery windows and specific rest requirements. The links below provide information to the authorized programs and activities that support truck parking, as well as the reports, surveys and historical information for truck parking.*

The property in question provides a save, convenient and nearby location for vehicle parking. Prohibiting such use would mean that trucks would travel longer distances and park on public streets creating more pollution and unsafe conditions. Moreover, as set forth in Section 17.114.030 of the Oakland Planning Code, the City cannot abrogate Fundamental Vested Rights.

By Alan Wofsy, MCP

April 28, 2021



## List of Exhibits

Nov. 3, 2020 and April 6, 2021 NOV

Dropbox link

[https://www.dropbox.com/sh/pjb8gimu36dpkia/AADB6viYa1SUAui\\_mbkFNRSqa?dl=0](https://www.dropbox.com/sh/pjb8gimu36dpkia/AADB6viYa1SUAui_mbkFNRSqa?dl=0)

Exhibit A. Picture taken by the City of Oakland on Oct. 16, 2020, showing no overgrown vegetation, no accumulation of trash and no industrial uses on the 7<sup>th</sup>, Goss and Wood site. Note that the City used the same dated photograph both in the Nov. 2020 and April 2021 NOVs.

Exhibit B. Picture taken by Alan Wofsy, CEO of Appellant on Nov. 16, 2020, showing no overgrown vegetation, no accumulation of trash and no industrial uses on the 7<sup>th</sup>, Goss and Wood site.

Exhibit C. Hours spent in May 2020 clearing vegetation from the 7<sup>th</sup>, Goss and Wood site. City never complained when there was in fact overgrown vegetation, but falsely claimed there was overgrown vegetation on Oct. 16, 2020, which is belied by their own picture in Exhibit A

Exhibit D. Alan Wofsy & Associates and Myrtle Street Flats have been diligent over the years in reporting dumping and abandoned vehicles to the City of Oakland (usually through SeeClickFix), and removing overgrown weeds and debris on City property adjacent to 7<sup>th</sup>, Wood and Goss. The current tenant American Roadway Inc. is a contractor for the Port of Oakland and uses the Port's dumpsters for debris. Exhibits A and B show no debris on the property in Oct. or Nov. 2020

Exhibit E. Report of illegal dumping on the 7<sup>th</sup>, Goss and Wood site to City Administrator Edward Reiskin by the City's contractor Gregory Gruendl, Gruendl, Inc. dba Ray's Electric on April 6, 2020. Neither Gruendl nor Reiskin ever replied.

Exhibit F. Invoice from Joseph's Hauling dated May 14, 2020 for \$1200.00 to remove the dumping by the City's contractor Gregory Gruendl, Gruendl, Inc. dba Ray's Electric.

Exhibit G. Historic documents showing 7<sup>th</sup>, Goss and Wood site. The site was used as the Stanford Stables in the 19<sup>th</sup> Century as a forerunner of 20<sup>th</sup> Century trucks and vehicles.

Exhibit H. An article in *The San Francisco Chronicle* Oct. 31, 2019 about the history of Esther Mabry who owned and operated Esther's Orbit Room for more than 50 years. She used the 7<sup>th</sup>, Goss and Wood site for parking and this is the historic use of the land. After her death her heirs continued the use for a number of years.

Exhibit I. Photos of the 7<sup>th</sup>, Goss and Wood site being used by the City's contractor Gregory Gruendl, Gruendl, Inc. dba Ray's Electric for the storage and staging of trucks, construction equipment and construction material during 2018 and 2019. The City's Public Works Dept. was intimately involved in this use and the City never raised any issues.

Exhibit J. Copies of leases with various entities over the past 5 years, including EBMUD, PG&E, contractors, developers and a trucking companies for the storage of trucks, vehicles and equipment. These are long standing uses and are legal nonconforming based on current zoning.

Exhibit K. Business license submittal for parking lot at 722 Wood St., August 2, 2020.

Exhibit L. Correspondence in August, 2020 with Chuck Maurer, the Revenue Operation Supervisor, of the City of Oakland to include all 4 contiguous parcels on the same business license since it is impractical to have a separate business license for each parcel.

Exhibit M. Letter to Oakland City Finance & Management Committee objecting to 18-2201: Vacant Property Tax Implementation Ordinance & Administration. This Ordinance unfairly penalties owners of vacant properties who are already paying property taxes but the City must therefore allow owners of vacant properties to use them for historic and /or viable uses or this VPT become a violation of civil rights.

Exhibit N. *PETITION OF VACANCY TO REVERSE NOTICE OF VACANCY FOR CALENDAR YEAR 2019* for 722 Wood St. AP 006-0019-008-00. March 12, 2020

Exhibit O. *PETITION OF VACANCY TO REVERSE NOTICE OF VACANCY FOR CALENDAR YEAR 2019* For 7<sup>th</sup> St. 006-0019-028-02. March 12, 2020.

Exhibit P. Decisions from City of Oakland on the Petitions for Vacancy received by email but not by USPS. July 16, 2020.

Exhibit Q. Examples of the use barbed wire throughout West Oakland including by the City of Oakland own contractor and at residences. The barbed wire is used to protect properties from trespassing, vandalism and burglaries. The City of Oakland has failed in its responsibility to protect properties and has allowed Broadway the premier shopping street in Oakland to become a wasteland of vandalized and boarded up buildings.

Exhibit R. Site Plan of the 4 contiguous parcels, two of which are the subject of the Notices of Violation which are being appealed. All four parcels have been used in the same manner for vehicle parking.

Exhibit S. The City of Oakland allows vandalism and looting of many stores on Broadway, the premier shopping street on April 16-17, 2021.

Exhibit T. The City of Oakland allows vagrants to desecrate public parks.

Exhibit U. The City of Oakland is hiding from criminals with barricades and boarded up City Hall and Police Dept. buildings.

Exhibit V. The subject property is the closest private land to the Port of Oakland and the current tenant American Roadway serves the Port of Oakland. The 7<sup>th</sup>& Wood site is kitty corner to the huge truck parking lot of the US Postal Service.

Exhibit W. Vacant Property Notices from the City of Oakland for 2021

Exhibit X. Petitions of Vacancy filed for 2021, indicating the land is being used for truck parking and is therefore exempt from the VPT.

Appeal of Notice of Violation in  
Code Enforcement Case No. 2004259.  
April, 2021 - New NOVs

Dropbox link:

<https://www.dropbox.com/sh/26dlalst00fgsd8/AAAgxws6T0m01L7spD6Yxl9-a?dl=0>

Appellant and its associated company own 4 parcels of land at the southeast corner of 7<sup>th</sup>, Wood and Goss streets. (See Exhibit R). For 40-50 years these parcels served as the parking lot for Esther's Orbit Room, owned by Esther Mabry (See Exhibit H). Since purchasing the 4 parcels of land and other lots with buildings on the same block from the heirs of Esther Mabry, Appellant has been leasing the lots to entities that provide a public service to the City of Oakland. These entities have continued the historic use of the lots for vehicle parking, that has been in place since at least 1980. (See Exhibits I and J). The ultimate use of the land is anticipated to be for a residential mixed-use development and Appellant has been in contact with many would-be developers over the past six years.

The current tenant is American Roadway, Inc. a woman and minority-owned trucking company that serves the Port of Oakland. As can be seen from Exhibits A and B, they have a low key and well-organized operation. It is in the public interest to allow their use to continue until the site can be developed. This use not only serves the City of Oakland but also deters the vandalism, and trespassing that occur when the land is vacant. Trucking and the movement of commerce has been a critical, essential service during the COVID-19 pandemic. Furthermore, the tenant provides employment to Oakland and Alameda county residents.

The following discussion addresses the unfounded or inapplicable allegations in the Notice of Violation.

**I Unapproved industrial activities. The new NOV dated April 6, 2021 does not specify any industrial use that is being engaged in. As such the NOV is vague in that it is unclear what specific violation is being alleged.**

**a) Discussion on the legal nonconforming uses:**

The subject parcels have been used for vehicle and equipment storage for at least 40 years and these are grandfathered legal nonconforming uses as defined in Oakland Planning Code, Section 17.09.040. Various companies have used the land in this manner since 2014, while in Appellant's ownership with the knowledge of the City of Oakland. During the previous 30+ years the owners of the entertainment, bar and restaurant venues on 7<sup>th</sup> St., such as Esther's Orbit Room and Liquor store and Singer's Arcade used the land for truck and automobile parking.

Oakland Planning Code Section 17.114.030 confirms "that Fundamental Vested Rights [are] Not Abrogated by Code Adoption or Amendment [and] shall not abrogate any fundamental vested rights established pursuant to State law, including, without limitation, those established pursuant to the prior valid adoption and execution of a development agreement ....."

Exhibits G, H, I and J demonstrate that the site has been used historically for the storage of vehicles and in recent years has been used for the storage of trucks and equipment by entities that serve the City (including the City's contractors) and the Port of Oakland.

Gregory Gruendl, Gruendl, Inc., leased the property at 7<sup>th</sup> & Wood during the latter part of 2018 and through most of 2019. Gruendl, Inc., owned by Gregory Gruendl dba Ray's Electric is the contractor for the City of Oakland for the 7th Street WOTV Streetscape project.

Gruendl used the site for the parking, staging and operation of trucks, construction equipment and building materials with the knowledge and consent of the City of Oakland.

Prior and subsequent to Gruendl's use, the parcels have also been leased to EBMUD, PG&E and a development firm of Edward J. Heath, for truck and equipment storage without any interference from the City of Oakland. In addition, historic aerial photographs show that the property was used for parking dating back to at least 1980.

**b) Discussion on the City's obligation to permit historic and/or viable uses due to the punitive nature of the Vacant Property Tax**

In Exhibits M, N, O and P, Appellant provides the basis for the obligation of the City of Oakland to permit historic and/or viable uses on land that would otherwise be vacant. The subject properties are only suitable for vehicle storage until such time as a residential or mixed-use development is economically feasible.

The City of Oakland served Appellant with Vacant Property Tax notices both in 2020 and in 2021 (Exhibits N, O and W.) Appellant filed Petitions of Vacancy both in 2020 and in 2021. (Exhibits N, O and X.)

Appellants have been in contact with numerous would-be developers, none of whom have been able to develop a feasible new construction project. As a matter of equity and civil rights, the City cannot impose a vacant parcel tax on a property while prohibiting its use for historic and/or viable purposes, unless the City provides an exemption for property (such as the subject property) that is being actively marketed for sale.

The parcels have been used for vehicle parking since at least 1980, serving as the parking lot for the famous jazz club "Esther's Orbit Room." (See Exhibit H.) Since Appellants purchased the property in Nov. 2014, the lots have been used for vehicle, truck and equipment parking and staging by EBMUD, PG&E and the City of Oakland's own contractors. The parcels are only suitable for vehicle storage, contractor yards or trucking yards. They have been rented for these uses for the past six years by Appellant and were used for the previous 50 years by the late Esther Mabry as a parking lot for Esther's Orbit room.

The vacant lots for many reasons have not been feasible to develop, although they are for sale and were in escrow with a developer for a couple of years.

It is highly unreasonable of the City to impose a tax and then prevent the owner from using a parcel for the only feasible uses, in order to avoid this confiscatory tax.

**c) Discussion on Appellant's application for a business license for a parking lot**

Appellant applied for a business license for a parking lot on August 2, 2020. (See Exhibit K.)

Appellant subsequently communicated in August, 2020 with Chuck Maurer, the Revenue Operation Supervisor, of the City of Oakland to include all 4 contiguous parcels on the same business license since it is impractical to have a separate business license for each parcel. Appellant is waiting for a solution from the City for a business license for all 4 parcels as a parking lot. The license is not for a parking lot being rented by the hour or day but for a lot being used by a business for its own vehicles. (See Exhibit L.)

**d) Discussion on Unapproved industrial activities.**

As can be seen in Exhibits A and B, there are no industrial activities on the property. It is unreasonable to claim that the mere parking of trucks constitutes an industrial activity.

**e) The Subject property is consistent with adjacent uses and serves as a gateway to the Port of Oakland**

The property covered by this appeal is the closest private property to the Port of Oakland and provides off street parking for trucks serving the Port. Many other trucks park on public streets blocking access to residential and commercial properties.

Across the street from the subject property is a huge truck parking facility that is operated by the US Postal Service. See Exhibit V.

**f) The City of Oakland allows the desecration of public spaces by vagrants but is harassing the owner and tenant of the subject property who are providing a service to the City and Port of Oakland**

The City has allowed many public spaces to be taken over by homeless persons who have made these spaces into blighted areas full of refuse. It is unreasonable to allow the degradation of public spaces and then harass the owner of the subject property who is providing a service to the City of Oakland and which property would otherwise be subject to the punitive City of Oakland Vacant Property Tax.

See Exhibit T for an example of the City allowing the despoilation of a prominent park across the street from the major Kaiser Medical Facility and Hospital at Broadway and MacArthur.

**g) Discussion on the local and Nationwide need for off-street truck parking**

As set forth in the "West Oakland Truck Management Plan," dated Oct. 29, 2018: "The Port and the City do not own or operate the trucks operating at the Port and Oakland Army Base (OAB). The trucks are owned and operated by motor carriers or independent owner-operator contractors." These independent truckers need safe off-street parking so they do not park on City streets. The property that is the subject of this appeal is the closest parking lot to the Port of Oakland and across the street from the major trucking facility operated by the US Postal Service.

In addition to serving Oakland's needs for off-street truck parking close to the Port of Oakland, the property that is the subject of this Appeal is also satisfying the important Nationwide need for safe truck parking spaces.

As set forth on the website of the US Dept. of Transportation  
[https://ops.fhwa.dot.gov/Freight/infrastructure/truck\\_parking/index.htm](https://ops.fhwa.dot.gov/Freight/infrastructure/truck_parking/index.htm) :

### ***Truck Parking***

*Truck parking shortages are a national safety concern. Commercial truck drivers need access to safe, secure, and accessible truck parking. With the projected growth of truck traffic, the demand for truck parking will continue to outpace the supply of public and private parking facilities and will only exacerbate the truck parking problems experienced in many regions.*

*An inadequate supply of truck parking spaces can result in negative consequences. Tired truck drivers may continue to drive because they have difficulty finding a place to park for rest. Truck drivers may choose to park at unsafe locations, such as on the shoulder of the road, exit ramps, or vacant lots, if they are unable to locate official, available parking.*

*Numerous public, private, academic and non-profit studies have been completed on the adequacy of truck parking, and these studies have some common findings including an expected growth in truck activity, severe shortages of parking for trucks, lack of information on truck parking opportunities, and challenges due to limited delivery windows and specific rest requirements. The links below provide information to the authorized programs and activities that support truck parking, as well as the reports, surveys and historical information for truck parking.*

The property in question provides a safe, convenient and nearby location for vehicle parking. Prohibiting such use would mean that trucks would travel longer distances and park on public streets creating more pollution and unsafe conditions. Moreover, as set forth in Section 17.114.030 of the Oakland Planning Code, the City cannot abrogate Fundamental Vested Rights.

By Alan Wofsy, MCP

April 28, 2021

Appeal of Notice of Violation in  
Code Enforcement Case No. 2004220.  
April, 2021 - New NOV's

Dropbox link

[https://www.dropbox.com/sh/pjb8gimu36dpkia/AADB6viYa1SUAui\\_mbkFNRSqa?dl=0](https://www.dropbox.com/sh/pjb8gimu36dpkia/AADB6viYa1SUAui_mbkFNRSqa?dl=0)

Appellant and its associated company own 4 parcels of land at the southeast corner of 7<sup>th</sup>, Wood and Goss streets. (See Exhibit R). For 40-50 years these parcels served as the parking lot for Esther's Orbit Room, owned by Esther Mabry (See Exhibit H). Since purchasing the 4 parcels of land and other lots with buildings on the same block from the heirs of Esther Mabry, Appellant has been leasing the lots to entities that provide a public service to the City of Oakland. These entities have continued the historic use of the lots for vehicle parking, that has been in place since at least 1980. (See Exhibits I and J). The ultimate use of the land is anticipated to be for a residential mixed-use development and Appellant has been in contact with many would-be developers over the past six years.

The current tenant is American Roadway, Inc. a woman and minority-owned trucking company that serves the Port of Oakland. As can be seen from Exhibits A and B, they have a low key and well-organized operation. It is in the public interest to allow their use to continue until the site can be developed. This use not only serves the City of Oakland but also deters the vandalism, and trespassing that occur when the land is vacant. Trucking and the movement of commerce has been a critical, essential service during the COVID-19 pandemic. Furthermore, the tenant provides employment to Oakland and Alameda county residents.

The following discussion addresses the unfounded or inapplicable allegations in the Notice of Violation.

**I Unapproved industrial activities. The new NOV dated April 6, 2021 does not specify any industrial use that is being engaged in. As such the NOV is vague in that it is unclear what specific violation is being alleged.**

**a) Discussion on the legal nonconforming uses:**

The subject parcels have been used for vehicle and equipment storage for at least 40 years and these are grandfathered legal nonconforming uses as defined in Oakland Planning Code, Section 17.09.040. Various companies have used the land in this manner since 2014, while in Appellant's ownership with the knowledge of the City of Oakland. During the previous 30+ years the owners of the entertainment, bar and restaurant venues on 7<sup>th</sup> St., such as Esther's Orbit Room and Liquor store and Singer's Arcade used the land for truck and automobile parking.

Oakland Planning Code Section 17.114.030 confirms "that Fundamental Vested Rights [are] Not Abrogated by Code Adoption or Amendment [and] shall not abrogate any fundamental vested rights established pursuant to State law, including, without limitation, those established pursuant to the prior valid adoption and execution of a development agreement ....."

Exhibits G, H, I and J demonstrate that the site has been used historically for the storage of vehicles and in recent years has been used for the storage of trucks and equipment by entities that serve the City (including the City's contractors) and the Port of Oakland.

Gregory Gruendl, Gruendl, Inc., leased the property at 7<sup>th</sup> & Wood during the latter part of 2018 and through most of 2019. Gruendl, Inc., owned by Gregory Gruendl dba Ray's Electric is the contractor for the City of Oakland for the 7th Street WOTV Streetscape project.

Gruendl used the site for the parking, staging and operation of trucks, construction equipment and building materials with the knowledge and consent of the City of Oakland.

Prior and subsequent to Gruendl's use, the parcels have also been leased to EBMUD, PG&E and a development firm of Edward J. Heath, for truck and equipment storage without any interference from the City of Oakland. In addition, historic aerial photographs show that the property was used for parking dating back to at least 1980.

**b) Discussion on the City's obligation to permit historic and/or viable uses due to the punitive nature of the Vacant Property Tax**

In Exhibits M, N, O and P, Appellant provides the basis for the obligation of the City of Oakland to permit historic and/or viable uses on land that would otherwise be vacant. The subject properties are only suitable for vehicle storage until such time as a residential or mixed-use development is economically feasible.

The City of Oakland served Appellant with Vacant Property Tax notices both in 2020 and in 2021 (Exhibits N, O and W.) Appellant filed Petitions of Vacancy both in 2020 and in 2021. (Exhibits N, O and X.)

Appellants have been in contact with numerous would-be developers, none of whom have been able to develop a feasible new construction project. As a matter of equity and civil rights, the City cannot impose a vacant parcel tax on a property while prohibiting its use for historic and/or viable purposes, unless the City provides an exemption for property (such as the subject property) that is being actively marketed for sale.

The parcels have been used for vehicle parking since a least 1980, serving as the parking lot for the famous jazz club “Esther’s Orbit Room.” (See Exhibit H.) Since Appellants purchased the property in Nov. 2014, the lots have been used for vehicle, truck and equipment parking and staging by EBMUD, PG&E and the City of Oakland’s own contractors. The parcels are only suitable for vehicle storage, contractor yards or trucking yards. They have been rented for these uses for the past six years by Appellant and were used for the previous 50 years by the late Esther Mabry as a parking lot for Esther’s Orbit room.

The vacant lots for many reasons have not been feasible to develop, although they are for sale and were in escrow with a developer for a couple of years.

It is highly unreasonable of the City to impose a tax and then prevent the owner from using a parcel for the only feasible uses, in order to avoid this confiscatory tax.

**c) Discussion on Appellant’s application for a business license for a parking lot**

Appellant applied for a business license for a parking lot on August 2, 2020. (See Exhibit K.)

Appellant subsequently communicated in August, 2020 with Chuck Maurer, the Revenue Operation Supervisor, of the City of Oakland to include all 4 contiguous parcels on the same business license since it is impractical to have a separate business license for each parcel. Appellant is waiting for a solution from the City for a business license for all 4 parcels as a parking lot. The license is not for a parking lot being rented by the hour or day but for a lot being used by a business for its own vehicles. (See Exhibit L.)

**d) Discussion on Unapproved industrial activities.**

As can be seen in Exhibits A and B, there are no industrial activities on the property. It is unreasonable to claim that the mere parking of trucks constitutes an industrial activity.

**e) The Subject property is consistent with adjacent uses and serves as a gateway to the Port of Oakland**

The property covered by this appeal is the closest private property to the Port of Oakland and provides off street parking for trucks serving the Port. Many other trucks park on public streets blocking access to residential and commercial properties.

Across the street from the subject property is a huge truck parking facility that is operated by the US Postal Service. See Exhibit V.

**f) The City of Oakland allows the desecration of public spaces by vagrants but is harassing the owner and tenant of the subject property who are providing a service to the City and Port of Oakland**

The City has allowed many public spaces to be taken over by homeless persons who have made these spaces into blighted areas full of refuse. It is unreasonable to allow the degradation of public spaces and then harass the owner of the subject property who is providing a service to the City of Oakland and which property would otherwise be subject to the punitive City of Oakland Vacant Property Tax.

See Exhibit T for an example of the City allowing the despoilation of a prominent park across the street from the major Kaiser Medical Facility and Hospital at Broadway and MacArthur.

**g) Discussion on the local and Nationwide need for off-street truck parking**

As set forth in the “West Oakland Truck Management Plan,” dated Oct. 29, 2018: “The Port and the City do not own or operate the trucks operating at the Port and Oakland Army Base (OAB). The trucks are owned and operated by motor carriers or independent owner-operator contractors.” These independent truckers need safe off-street parking so they do not park on City streets. The property that is the subject of this appeal is the closest parking lot to the Port of Oakland and across the street from the major trucking facility operated by the US Postal Service.

In addition to serving Oakland’s needs for off-street truck parking close to the Port of Oakland, the property that is the subject of this Appeal is also satisfying the important Nationwide need for safe truck parking spaces.

As set forth on the website of the US Dept. of Transportation  
[https://ops.fhwa.dot.gov/Freight/infrastructure/truck\\_parking/index.htm](https://ops.fhwa.dot.gov/Freight/infrastructure/truck_parking/index.htm) :

### ***Truck Parking***

*Truck parking shortages are a national safety concern. Commercial truck drivers need access to safe, secure, and accessible truck parking. With the projected growth of truck traffic, the demand for truck parking will continue to outpace the supply of public and private parking facilities and will only exacerbate the truck parking problems experienced in many regions.*

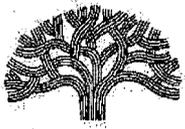
*An inadequate supply of truck parking spaces can result in negative consequences. Tired truck drivers may continue to drive because they have difficulty finding a place to park for rest. Truck drivers may choose to park at unsafe locations, such as on the shoulder of the road, exit ramps, or vacant lots, if they are unable to locate official, available parking.*

*Numerous public, private, academic and non-profit studies have been completed on the adequacy of truck parking, and these studies have some common findings including an expected growth in truck activity, severe shortages of parking for trucks, lack of information on truck parking opportunities, and challenges due to limited delivery windows and specific rest requirements. The links below provide information to the authorized programs and activities that support truck parking, as well as the reports, surveys and historical information for truck parking.*

The property in question provides a save, convenient and nearby location for vehicle parking. Prohibiting such use would mean that trucks would travel longer distances and park on public streets creating more pollution and unsafe conditions. Moreover, as set forth in Section 17.114.030 of the Oakland Planning Code, the City cannot abrogate Fundamental Vested Rights.

By Alan Wofsy, MCP

April 28, 2021



CITY OF OAKLAND

Exhibit A Code Enforcement Case No. 2004220 - April 2021

250 FRANK H. OGAWA PLAZA - SUITE 2340 - OAKLAND, CALIFORNIA 94612-2031

Planning and Building Department

(510) 238-3381

Bureau of Building

TDD:(510) 238-3254

Building Permits, Inspections and Code Enforcement Services

[inspectioncounter@oaklandca.gov](mailto:inspectioncounter@oaklandca.gov)

## NOTICE OF VIOLATION

April 6, 2021

*Certified and Regular mail*

To: ALAN WOFSY & ASSOCIATES  
P O BOX 2210  
SAN FRANCISCO CA 94126

Code Enforcement Case No.: 2004220  
Property: 722 WOOD ST  
Parcel Number: 006 001900800

**Correction not later than: 5/12/2021**

**Re-inspection timeline: 5/12/2021, 5/13/2021 or 5/14/2021**

*(Violations not abated by the Correction date will be subject to further enforcement including fee assessments)*

Code Enforcement Services inspected your property on 10/16/2020 and confirmed:

- that the violations of the Oakland Municipal Code (OMC) identified below (p. 2) are present and need to be addressed as specified under "Required Actions". Photographs of the violations are enclosed where applicable.
- that work was performed without permit or beyond the scope of the issued permit and you are receiving this Notice of Violation because you did not get the required permit within three (3) days of receiving the Stop Work Order. You must contact the inspector indicated below before the Re-inspection Date to stop further code enforcement action.

**Other charges may have been assessed**, for these violations. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector **Travis Ha**, who is assigned to your case, before the re-inspection timeline shown above to schedule an inspection. Your inspector is available by phone at 510-238-6144 and by email at [tha@oaklandca.gov](mailto:tha@oaklandca.gov).

*If the Property Owner Certification is included in this notice you may also complete the form and include photographs of the corrected violations.*

**Note: If a complaint is filed regarding the same or similar violation(s) and it is confirmed within 24 months from the date of this notice an immediate assessment of \$1,176.00 will be charged as a Repeat Violation. In addition, if violation(s) remain uncorrected after you receive a Re-inspection notice, further enforcement action(s) will include additional fees.**

### Additional Code Enforcement Actions:

- If the re-inspection verifies that all violations have not been corrected, you will be charged for inspection and administrative costs that can total **\$2,665.00**.
- Property Blight may be abated using City contractors and you will be charged for the contracting and administrative costs.
- The Notice of Violation may be recorded on your property title with associated fees for processing and recording.
- If it is necessary for tenants to vacate so that repairs can be made, you are required to comply with the Code Enforcement Relocation Program (OMC 15.60.010).
- Violations determined to be Investor-Owned (OMC 8.58) or Foreclosed and Defaulted (OMC 8.54) properties will be assessed fees to include re-inspection costs if violations are not corrected and Administrative/Civil penalties.

# Violations

Property Address: 722 WOOD ST

Complaint #: 2004220

## Property Maintenance (Blight)

Description of Violation	Required Action	OMC Section

## Building Maintenance (Housing)

Description of Violation	Required Action	OMC Section

## Zoning (Minor)

Description of Violation	Required Action	OPC Section

## Zoning (Major)

Description of Violation	Required Action	OPC Section
Unapproved industrial activities. Industrial activity not in conformance with the general plan or land use diagram.	Discontinue activities and remove.	17.17.030, 17.17.01, 17.01.120

**Zoning Violations:** Major Zoning violations require a Zoning Determination before an appeal to the Planning Commission. If you wish to appeal a Major Zoning violation, please see the process or filing for a Zoning Determination in the Appeal Section of this notice.

## Appeal Information

**You have a right to appeal** this Notice of Violation. The following describes the process for appealing each type of violation described in the Notice of Violation. In some cases, separate appeal processes may be required.

In order to appeal any violations described in this Notice of Violation, you must complete the enclosed Violation Appeal form and submit it as described below with supporting documentation along with the applicable appeal fee(s) by the Appeal deadline. If you wish to appeal a Major Zoning violation(s), you must submit the enclosed Appeal form requesting a Zoning Determination by the Zoning Manager. Your supporting documentation to the Zoning Manager should explain a) why the use of your property conforms to the zoning designation for the property or b) why the activity should be approved as set forth in Planning Code, Title 17.

**The Appeal Deadline is: 4/28/2021** Note: The appeal period may be reduced based on prior noticing i.e., Courtesy notice, and the Property Owner Certification on record.

**Applicable to all appeals:** The Bureau of Building must receive your written appeal by the Appeal Deadline or you will waive your right to administrative review of all violations described in this Notice of Violation. Incomplete appeals including, but not limited to an oral notification of your intention to appeal, a written appeal postmarked but not received by us within the prescribed deadline or a written appeal received by us without a filing fee are not acceptable and will be rejected.

If you choose to file an appeal for Property Maintenance (Blight), Building Maintenance (Housing) and/or Minor Zoning violations, no further action can be taken by Code Enforcement Services with respect to these violations until you have had the opportunity to be heard by an independent Administrative Hearing Examiner pursuant to the Oakland Municipal Code Section 15.08.100 and a Final Decision is determined. An appeal will be scheduled within 60 from the end of the appeal period.

If you choose to file an appeal for Major Zoning violations, the Zoning Manager will issue written decision within **45 days** from the end of the appeal period. If you disagree with the decision you may appeal to the Planning Commission within **10 days** from the written decision. Unless special circumstances require otherwise, you will be expected to work with the Bureau of Building to resolve the Building Code violations (s) and any Minor Zoning Violation(s) during the Major Zoning appeal process.

### Appeal Fees

For Property Maintenance (Blight), Building Maintenance (Housing) and Minor Zoning Appeals: A filing fee in the amount of **\$110.00** is due at the time of submittal. Payments may be made in person at the Bureau of Building, 250 Frank Ogawa Plaza, 2<sup>nd</sup> Floor, or by phone by calling 510-238-4774 (**Please include the receipt number and date on your appeal**). MasterCard and Visa are accepted.

For Zoning Determinations/Appeals of Major Zoning violations: A filing fee in the amount of \$413.00 is due at the time of submittal in the manner described above. Additionally, a \$413.00 per hour fee will be assessed as needed to complete the review of the determination. The determination fee is not refundable once the letter has been issued, regardless of outcome.

Sincerely,



Travis Ha  
Specialty Combination Inspector  
Planning and Building Department

### Attached as applicable:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Blight brochure                                   | <input type="checkbox"/> Residential Code Enforcement brochure                    | <input type="checkbox"/> Vehicular Food Vending brochure            |
| <input checked="" type="checkbox"/> Property Owner Certification           | <input type="checkbox"/> Mold and Moisture brochure                               | <input type="checkbox"/> Pushcart Food Vending brochure             |
| <input type="checkbox"/> Lead Paint brochure                               | <input type="checkbox"/> Undocumented Dwelling Units brochure                     | <input type="checkbox"/> Smoke Alarms brochure                      |
| <input checked="" type="checkbox"/> Photographs                            | <input type="checkbox"/> Stop Work brochure                                       | <input type="checkbox"/> Condominium Conversion brochure            |
| <input type="checkbox"/> Housing - Relocation Assistance Program           | <input type="checkbox"/> Investor Owned Property brochure                         | <input type="checkbox"/> Foreclosed and Defaulted Property brochure |
| <input type="checkbox"/> Description of Property Maintenance Code Sections | <input checked="" type="checkbox"/> Major and Minor Zoning Violation Descriptions |   |

cc:



CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA • SUITE 2340 • OAKLAND, CALIFORNIA 94612-2031

Planning and Building Department  
Bureau of Building  
Building Permits, Inspections and Code Enforcement Services  
(510) 238-3381  
[inspectioncounter@oaklandca.gov](mailto:inspectioncounter@oaklandca.gov)

**PROPERTY OWNER CERTIFICATION**  
**CORRECTED OR REMOVED VIOLATIONS**

Date: April 6, 2021

Property: 722 WOOD ST

Parcel no. 006 001900800

Case no.: 2004220

Owner: ALAN WOFSY & ASSOCIATES

Courtesy Notice date:

Correction Date: 5/12/2021

Return to: Travis Ha

*I certify that I have corrected the following* violation(s) identified in the Notice of Violation I received from the City of Oakland.

***I understand that if a complaint is filed regarding the same or similar violation(s) and it is confirmed within 24 months from the date of this notice an immediate assessment of \$1,176.00 will be charged as a Repeat Violation fee. If the violation remains uncorrected after I receive Re-inspection notice further enforcement action(s) will be taken that will include additional fees.***

*I have corrected the following* violations identified in the Notice of Violation I received from the City of Oakland:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Property Owner Signature \_\_\_\_\_

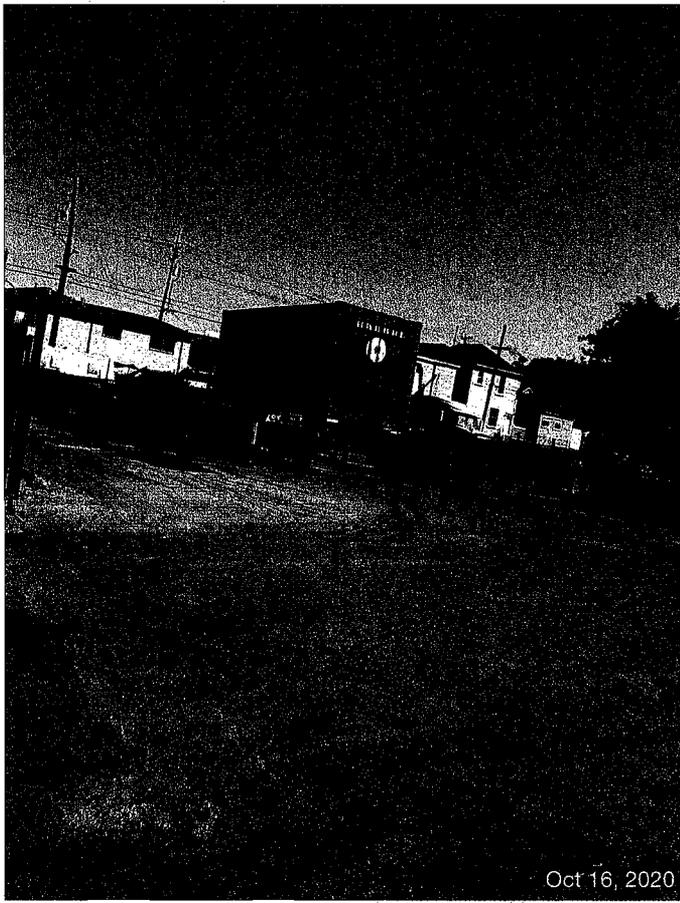
(\_\_\_\_\_) \_\_\_\_\_  
Day time telephone \_\_\_\_\_

\_\_\_\_\_  
E-mail \_\_\_\_\_

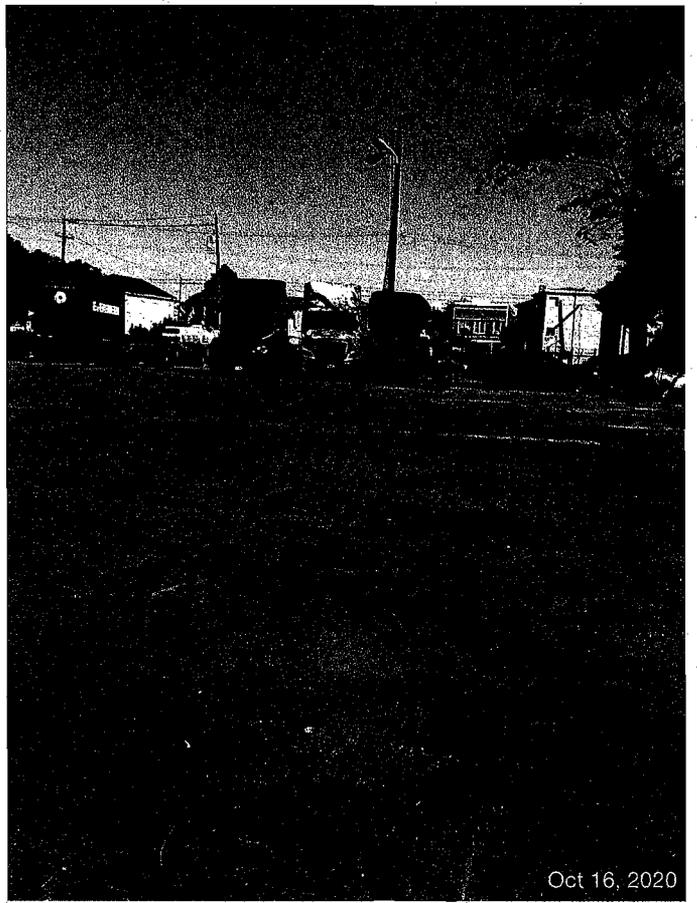
**Instructions**

1. Review the property address and owner information shown at the left and make any necessary corrections.
2. **If applicable, before the Re-inspection date** shown at the left, complete and return this signed form **with dated photographs** of your property to verify the violations were removed or not present:

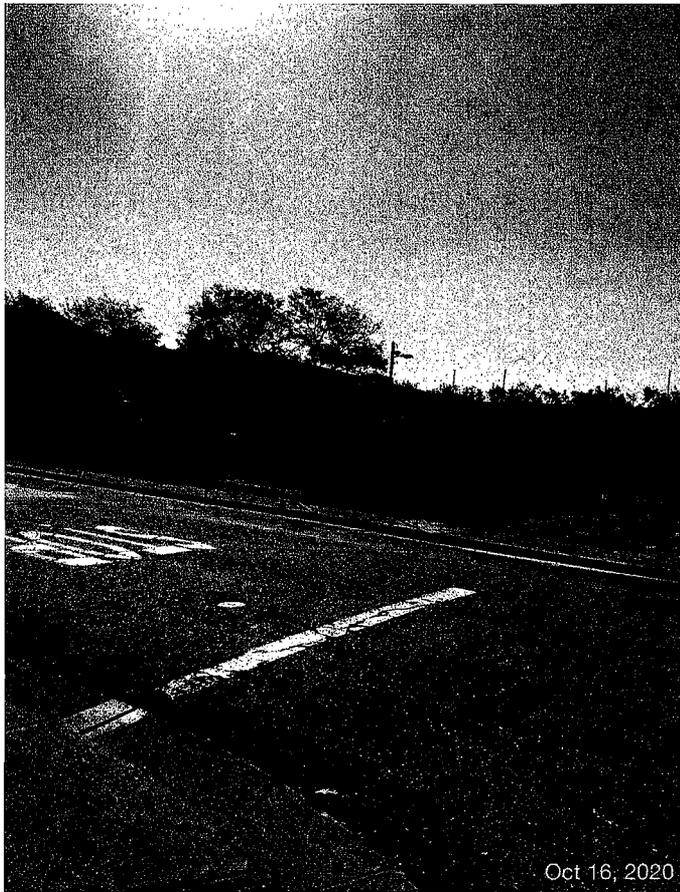
E-mail: [inspectioncounter@oaklandca.gov](mailto:inspectioncounter@oaklandca.gov)  
 Facsimile: 510/ 238-2959  
 Mail: City of Oakland  
 Bureau of Building  
 250 Frank H. Ogawa Plaza Suite 2340  
 Oakland, CA 94612-2031  
 (Envelope enclosed – no postage required)



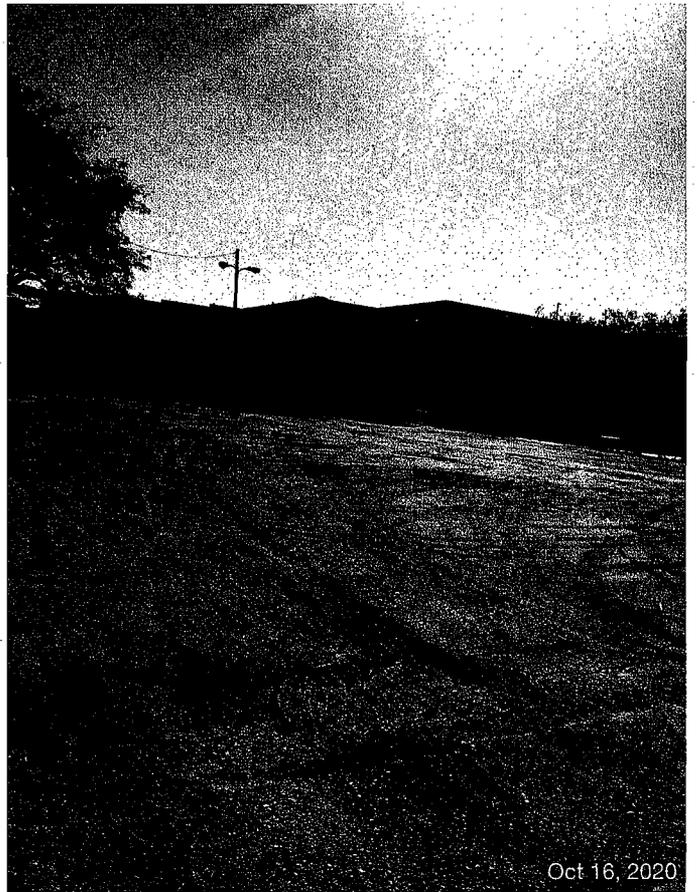
Oct 16, 2020



Oct 16, 2020



Oct 16, 2020



Oct 16, 2020

722 Wood

2004220

Photographs taken on Monday, Nov. 16, 2020, by Alan Wofsy, 2 days after receiving the Notice of Violation. These pictures show the condition of the properties at the southeast corner of Wood, Goss and 7<sup>th</sup> Streets, which are being improperly cited by the City of Oakland. They show, as does the City's own photograph of Oct. 16, 2020 (Exhibit A), that:

- 1) There is no debris on the properties;
- 2) There is not overgrown vegetation
- 3) Here is no industrial acidity;
- 4) The trucks and containers are neatly arranged and do not impact the area.



PM 1:39 NOV/16/2020



PM 1:39 NOV/16/2020



PM 1:39 NOV/16/2020



PM 1:39 NOV/16/2020

# 1889 Map



# 1872 City Directory

WOODWARD & TAGGART, desirable business property for sale.

436 OAKLAND [ S ] DIRECTORY.

**STANDARD SOAP FACTORY**, Richard P. Thomas superintendent, W s Third bet Addison and Allston Way, West Berkeley, office 204 Sacramento (S. F.)

Standeford David W. (*Burnham, Standeford & Co.*), dwl 914 West Eighth.

Standeford Joseph A., druggist, dwl 1211 West.

Standeford N. D. Mrs., teacher Grove St. School, dwl cor West and Fifteenth.

Standeford William W., Custom House (S. F.), dwl 914 West Eighth.

Standring S. A. Mrs., lodgings, 529 Eighth.

Stanford Hall, H. H. Poreh proprietor, NE cor Seventh and Wood.

Stanford Mary J. (widow), dwl 1575 Filbert.

Stanford W. E. Mrs., tailoress, 769 Fifteenth.

way, cor. Twelfth.

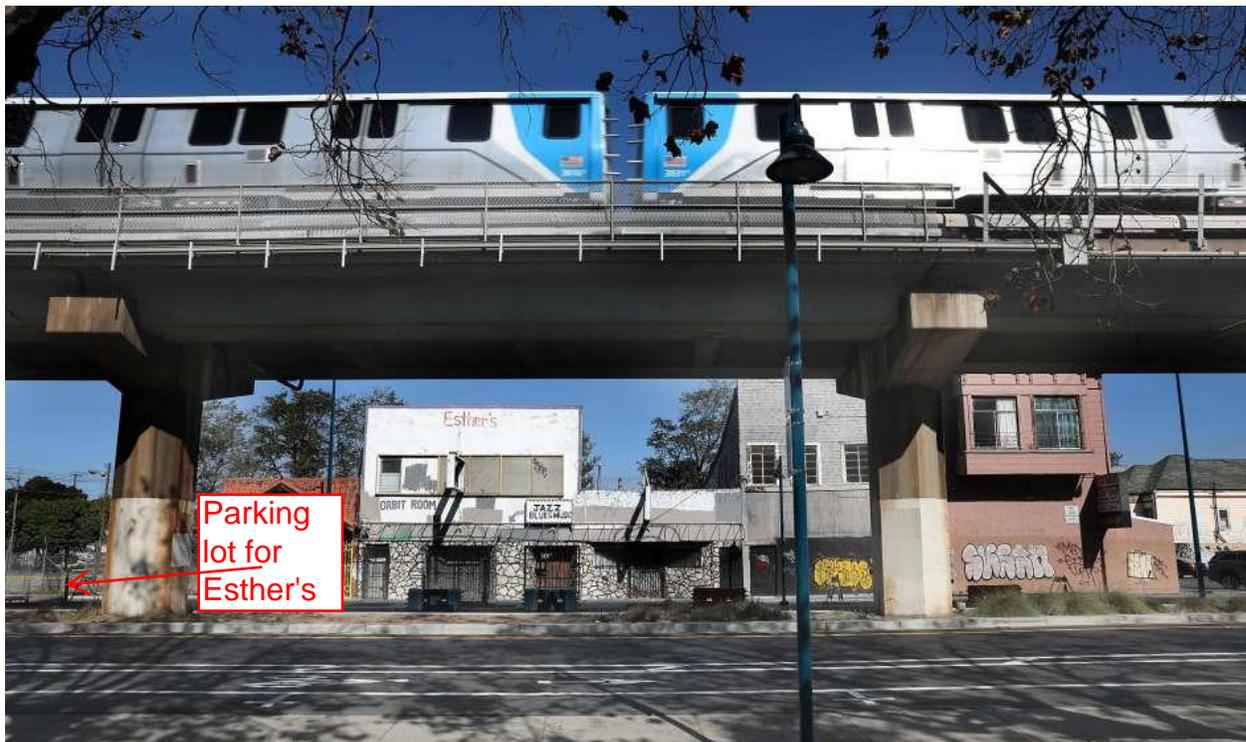
<https://sites.rootsweb.com/~cagha/directories/Alameda-1876-Directory.txt>

Porch, H. H.	W. Oakland	Prop.
Stanford stables	1852	1877

**The *San Francisco Chronicle*** Oct. 31, 2019

## A bygone jazz club is the forgotten story of Oakland's 'Harlem of the West' era

Justin Phillips Oct. 31, 2019 Updated: Oct. 31, 2019 2:39 p.m.



A BART train rolls above the now-empty Esther's Orbit Room (white building), a once legendary jazz venue.

Photo: Liz Hafalia / The Chronicle

The retelling of West Oakland's rich jazz history by those who lived it during the 1960s and 1970s is a beautiful tapestry of innuendo, fiction and untold truths.

Especially when it comes to Esther's Orbit Room.

For those who knew the place well, it was an intimate neighborhood hangout where locals grooved under a black ceiling dotted with flecks of gold paint. They sipped stiff drinks, like Bloody Marys so full of vodka they were transparent. The music was loud. The floor was sticky. Sweating through an outfit while dancing was a normal occurrence.

The stretch of Seventh Street between Peralta and Market Street roared to life following World War II, a time known for the Great Migration, when federal spending gave rise to a prominent black middle class in the Bay Area. Families found employment working at the local ports, docks and railroads.

Oakland's black population rose from around 8,000 to more than 21,000 between 1940-1945. During that time, more than 5,000 black people also settled in Richmond. Looking to connect with people who looked like them, black workers congregated in the same areas, creating swaths of the East Bay that were abundant in black culture.

By the end of the decade, Oakland was home to about 15 jazz clubs. Many were on Seventh Street, a neighborhood that became known as the Harlem of the West.

Across the bay, San Francisco saw its black population jump from fewer than 5,000 to more than 32,000 during the Great Migration. With the influx of black residents, San Francisco developed its own thriving black community in the Fillmore. It, too, was known as the Harlem of the West and deservedly so. Black-owned theaters, pool halls and restaurants dotted the strip, giving the neighborhood a cultural center for the city's black populace.

Buzzy jazz spots like Bop City and the Champagne Supper Club pulled in night owls to the Fillmore. Billie Holiday performed there, just like Charlie Parker and John Coltrane. Maya Angelou even mentioned the neighborhood in "I Know Why the Caged Bird Sings."

But San Francisco's black population declined rapidly following the Great Migration while the populations in Oakland and Richmond increased. Urban renewal in San Francisco in the 1960s and 1970s played a role in this outcome, a process that ultimately shuttered more than 800 businesses, forced out nearly 5,000 households and demolished 2,500 Victorian homes in a swath of the city with a historically black population.

As black folks fled the Fillmore, many found solace in Oakland, increasing the cultural vibrancy of the city. It may not have had the prestige of the Fillmore, but Seventh Street was a respectable Harlem of the West, albeit lesser known than its San Francisco counterpart.

Singers performed at bars in Oakland without bodyguards or managers, recalled singer Faye Carol. They would come in, sing and interact with the public. Everyone knew everyone else; people that Carol listened to on the radio were sometimes within arm's reach, depending on the night she was visiting or performing at the bar.

“We were playing the music we wanted to play. You couldn’t just call it jazz or blues or R&B because we were just singing what we liked,” Carol said. “The young people who went there respected the elders in the music, too, because you knew they had the juice. It was the place you could go and learn and grow.”

And at the heart of it all was Esther’s Orbit Room.

“Esther’s was a big deal for black art back then,” said Carol, who first performed there in the 1960s. “There wasn’t a hell of a lot of places for us to perform outside of our own communities. Esther’s was a place that really was the black community’s own.”

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Esther Mabry, a Texas native, worked as a waitress at the nearby Slim Jenkins Supper Club before her namesake bar became a reality. She saved tips and opened Esther’s Breakfast Room in 1950. In 1959, she bought the building with her husband, William, where they offered live music and cocktails.

For a little while, it remained a blue-collar, late-night gathering spot for workers at the train yards and Alameda Naval Air Station. Musicians like Sam Cooke and Lou Rawls loved rabble-rousing at the nearby soul food spot, the Barn, after lighting up the stage at Slim Jenkins next door. They usually only stopped into Esther’s for a nightcap before heading to bed in the wee hours. At the time, they didn’t see Esther’s as a concert venue worthy of seeking out, since Slim Jenkins was only steps away — until Slim Jenkins was razed in 1962 and relocated to Jack London Square.

With the jazz and soul music mainstay gone from Seventh Street, the newly christened Esther’s Orbit Room became the premiere game on the block.

“Esther’s was a great place. And people went there to eat and drink because of Esther. Women didn’t have businesses like she did and people just really liked being around her,” said Johnny Tolbert, who performed throughout Oakland during the heyday.

In the years to come, Holiday, Al Green, B.B. King, Tina Turner, Lou Rawls and Etta James performed at Esther’s, according to neighborhood lore. There’s even a story — and a disputed photo — of Aretha Franklin dancing and singing at the bar.

The photo, as with many things relating to Esther’s, was only part of the story, one which Tolbert knows well. He performed with the Queen of Soul multiple times in the 1960s and 1970s and remembers that she preferred singing over her left shoulder, rather than her right, while sitting at a piano. If you ask him about that Aretha show at Esther’s, though, he says it never happened.

But there were plenty of artists who did perform there during a time when Seventh Street was a 24-hour hub for black culture.

“When I hear the word Esther’s Orbit Room, it reminds me of the roots of Oakland. It reminds me of the seeds that were planted so long ago that gave Oakland and the Bay Area its swagger, its groove, its funky vibrations,” said Xavier Amin Dphrepaulezz, a blues and R&B singer who goes by the stage name Fantastic Negrito.



The boarded-up Esther's Orbit Room, a once legendary jazz venue, as seen today.

Photo: Liz Hafalia / The Chronicle

The good times on Seventh Street didn't last forever, though. The first whispers of problems came in the form of roadway projects. In the late 1950s, West Oakland was cut off from downtown by the completion of the Cypress Structure part of the freeway.

Soon, the West Oakland BART station was built overhead, which differed from the less-intrusive lines in both Berkeley and downtown Oakland. With the new public transportation came noise from the trains and thus a less hospitable setting for musical acts.

There was also a natural attrition of black residents, some of whom were priced out of Oakland as rents rose, spurred by San Franciscans in search of more affordable homes.

As the light of Seventh Street began to dim over the years, Esther's transitioned again, this time from a venue epitomizing West Oakland's golden era of jazz into a simple neighborhood dive bar.

Before it closed in 2010, it was the longest standing bar from that bygone era and was known as "the Grand Lady of Seventh Street." Mabry died that same year.

As with its San Francisco counterpart, Oakland's Harlem of the West experience all but disappeared.



The sign for Esther's Orbit Room, which was taken down in 2015.

Photo: Michael Short / The Chronicle 2015

The sign outside Esther's, with its name in bright red cursive letters alongside an orange rocket, was removed in 2015.

The property that housed Esther's Orbit Room is little more than a dilapidated building on a block that's home to several such buildings. White paint is fading from the facade, as is

much of the lettering on the upper portions of the building. The doors to the club have been locked, windows are boarded up and sporadic works of graffiti appear.

Next door, the Barn is shuttered, its exterior in a similar state of disrepair. Around the corner is State Market Liquor, whose parking lot occupies a large portion of the block. All the properties exist in the shadows of passing BART trains.

Rumors have circulated about the future of the Esther's building. Earlier this year, a real estate listing for the property garnered attention, sparking discussion among locals interested in purchasing it. Many said they wanted to reopen the place and return it to its past glory. But the nearly decade-long closure has left the building in disrepair and some have considered tearing it down.

Esther's old location remains listed for sale — two buildings over three parcels of land at 1722-1724 Seventh St. for \$1.65 million. A full restoration of the property could cost millions, which is part of the reason many say it remains vacant. But for younger artists who weren't alive for the height of Esther's fame, there remains hope for its future.

"I hope it reopens and I'd love to be a part of it. Oakland needs live music venues that represent what the scene was," Dphrepaulezz said. "For a city of its size, Oakland has an unrivaled cultural legacy and we need to build on that."

But Esther's didn't exist in a vacuum. Tolbert said bringing Esther's back alone would not re-create the magic of the original club. Decades ago, Esther's captured locals' imagination due in large part to the neighborhood foot traffic and buzzy energy the club received from nearby black-owned businesses. Esther's was Esther's because Slim Jenkins was Slim Jenkins, Tolbert said.

"People like to romanticize the past, but you can't romanticize fantasy. It has to be based in reality," Tolbert said. "Esther's may not have been exactly what people want to say and believe it was these days, but I will say this: That place was special. Nobody can deny that."

*Justin Phillips is a San Francisco Chronicle staff writer. Email: [jphillips@sfchronicle.com](mailto:jphillips@sfchronicle.com).  
Twitter: [@JustMrPhillips](https://twitter.com/JustMrPhillips)*



[Justin Phillips](#)

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<https://www.facebook.com/SFChronicle/JustMrPhillips>

Justin Phillips joined the San Francisco Chronicle in November 2016 as a food writer. He previously served as the City, Industry, and Gaming reporter for the American Press in Lake Charles, Louisiana. He extensively covered the growth and transformation of Southwest Louisiana's multibillion dollar energy sector. Justin also served as a columnist for the American Press where he won a Louisiana-Mississippi Associated Press Media Editors award for his weekly food column. In the past, Justin spent time working in the newsrooms of the Contra Costa Times, the Tri Valley Herald, and the Oakland Tribune. He studied journalism at Louisiana Tech University.

Past Articles from this Author:

## Pictures relative to the operation of Gregory Gruendl, Gruendl, Inc. dba Ray's Electric, contractor for the City of Oakland at 7<sup>th</sup>, Wood and Goss

Gregory Gruendl, Gruendl, Inc leased the property at 7<sup>th</sup> & Wood during the latter part of 2018 and through most of 2019. Gruendl, Inc., owned by Gregory Gruendl is a California corporation (C1645486) dba Ray's Electric (hereafter designated as "Gruendl") entered into a lease for land at the corner of 7<sup>th</sup> and Wood Street in Oakland, CA on Dec. 10, 2018. Gruendl, Inc. is the prime contractor for the City of Oakland in the still unfinished 7th Street WOTV Streetscape project.

On at least 2 occasions Gruendl, remained on the premises without the permission of the Owner at the expiration of a lease term and without paying the rent owed in accordance with the holdover terms of the lease. Gruendl claimed to have finally vacated the property at the end of October, 2019.

Gruendl used the site for the parking, staging and operation of trucks, construction equipment and building materials with the knowledge and consent of the City of Oakland





PM 2:21 JUN/22/2019







## COMMERCIAL LEASE AND DEPOSIT RECEIPT

RECEIVED FROM Edwin J. Heath  
 hereinafter referred to as LESSEE,  
 the sum of \$ 15,000.00,  
 evidenced by cashier's check or wire transfer  
 as a deposit which shall belong to Alan Wofsy & Associates, a California corporation, and Myrtle Street  
 Flats, LLC, a California limited liability company, hereinafter referred to as LESSOR and shall be applied  
 as follows:

	TOTAL	RECEIVED	BALANCE DUE BY
Rent for the period July 1–Sept 30, 2016	\$15,000.00	\$	July 1 2016
Security deposit (not applicable toward last month's rent)	\$	\$	
Other credit check	\$	\$	
<b>TOTAL</b>	<b>\$15,000.00</b>	<b>\$ 15,000.00</b>	<b>\$15,000</b>

In the event this Lease is not accepted by the Lessor **within 2 days**, the total deposit received will be refunded.

Lessee offers to lease from Lessor the premises situated in the City of Oakland, County of Alameda, State of California described as .61+- unimproved acres at 1728 7<sup>th</sup> Street, Oakland, CA 94607 (APN's 006 0019 027 02; 006 0019 028 02; 006 0019 008 00; 006 0019 010 01) (*The 7th, Wood and Goss Properties* or "Leased Premises") upon the following terms and conditions.

**1. TERM:** The term will commence on July 1, 2016 and end on September 30, 2016, unless renewed as provided in Section 33 below.

**2. RENT:** The total rent for the initial Term will be \$15,000.00, payable as follows: Payment of \$15,000.00 on July 1, 2016, during any renewal Term, monthly rent shall be due on the first of each month.

All rents will be paid to Lessor or his/her authorized agent, at the following address: Sunrise Properties, PO Box 2210, San Francisco, CA, 94126

or at such other places as may be designated by Lessor from time to time by first class mail, US priority mail or by express mail, with waiver of signature. Lessee may not pay rent except as provided herein. If rent is paid by any other means, including any method that requires Lessor's signature as a condition for receiving the rent, then there will be a \$50.00 charge to Lessee for each such instance.

In the event rent is not paid **within 6 days** after due date, Lessee agrees to pay a **late charge** of \$150 plus interest at 10% per annum on the delinquent amount. Lessee further agrees to pay \$ 25 for each dishonored bank check.

The late charge period is not a grace period, and Lessor is entitled to make written demand for any rent if not paid when due.

  
  
 1

**3. USE:** The premises are to be used for the operation of financial, legal, and physical feasibility studies for development and for no other purpose, without prior written consent of Lessor.

Lessee will not commit any waste upon the premises, or any nuisance or any act, which may disturb the quiet enjoyment of any neighbors.

The City also requires that businesses obtain a business license.

**4. USES PROHIBITED:** Lessee will not use any portion of the premises for purposes other than those specified. No use will be made or permitted to be made upon the premises, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering the property. Lessee will not conduct or permit any sale by auction on the premises.

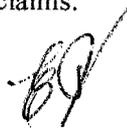
**5. ASSIGNMENT AND SUBLETTING:** Lessee will not assign this Lease or sublet any portion of the premises without prior written consent of the Lessor, which will not be unreasonably withheld. Any such assignment or subletting without consent will be void and, at the option of the Lessor, will terminate this Lease. Notwithstanding the foregoing, Lessee shall have the right to assign the Option to Purchase Under Lease attached hereto as Exhibit B and incorporated herein by this reference in his sole discretion provided this assignment is done concurrently with the Exercise of the Option to purchase.

**6. ORDINANCES AND STATUTES:** Lessee will comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may later be in force, regarding the use of the premises. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the premises will, at the option of the Lessor, be deemed a breach of this Lease.

**7. MAINTENANCE, REPAIRS, and ALTERATIONS:** Unless otherwise indicated, Lessee acknowledges that the premises are comprised of four parcels of unimproved real property. Where applicable, Lessee shall, at his/her own expense, maintain the premises in a good and safe condition, including plate glass, electrical wiring, plumbing and heating and air conditioning installations, and any other system or equipment. The premises will be surrendered, at termination of the Lease, in as good condition as received, normal wear and tear excepted. Where applicable, Lessee will be responsible for all repairs required, except the following which will be maintained by Lessor: roof, exterior walls, and structural foundations (including any retrofitting required by governmental authorities) and: Lessee will also maintain in good condition property adjacent to the premises, such as sidewalks, driveways, lawns, and shrubbery, which would otherwise be maintained by Lessor. No improvement or alteration of the premises will be made without the prior written consent of the Lessor. Prior to the commencement of any substantial repair, improvement, or alteration, Lessee will give Lessor at least **two (2) days written notice** in order that Lessor may post appropriate notices to avoid any liability for liens.

**8. ENTRY AND INSPECTION:** Lessee will permit Lessor or Lessor's agents to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises, and will permit Lessor, at any time **within sixty (60) days** prior to the expiration of this Lease, to place upon the premises any usual "For Lease" signs, and permit persons desiring to lease the premises to inspect the premises at reasonable times.

**9. INDEMNIFICATION OF LESSOR:** Lessor will not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the premises during the Term of the Lease. Lessee agrees to hold Lessor harmless from any claims for damages arising out of Lessee's use of the premises, and to indemnify Lessor for any expense incurred by Lessor in defending any such claims.

  
 2

**10. POSSESSION:** If Lessor is unable to deliver possession of the premises at the commencement date set forth above, Lessor will not be liable for any damage caused by the delay, nor will this Lease be void or voidable, but Lessee will not be liable for any rent until possession is delivered. Lessee may terminate this Lease if possession is not delivered **within 2 days** of the commencement term in Item 1.

**11. LESSEE'S INSURANCE:** Lessee, at his/her expense, will maintain public liability, and property damage insurance insuring Lessee and Lessor with minimum coverage as follows: \$1 million per occurrence.

Lessee will provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The policy will require **ten (10) day's written notice to Lessor prior to cancellation or material change of coverage.**

**12. LESSOR'S INSURANCE:** Lessor will maintain hazard insurance covering one hundred percent (100%) actual cash value of the improvements throughout the Lease term. Lessor's insurance will not insure Lessee's personal property, leasehold improvements, or trade fixtures.

**13. SUBROGATION:** To the maximum extent permitted by insurance policies which may be owned by the parties, Lessor and Lessee waive any and all rights of subrogation which might otherwise exist.

**14. UTILITIES:** If applicable, Lessee agrees that he/she will be responsible for the payment of all utilities, including water, gas, electricity, heat and other services delivered to the premises. Failure to pay applicable utility bills after notice and failure to cure is a default of Lessee's obligations under the terms of this Lease

**15. SIGNS:** Lessee will not place, maintain, nor permit any sign or awning on any exterior door, wall, or window of the premises without the express written consent of Lessor, which will not be unreasonably withheld.

**16. ABANDONMENT OF PREMISES:** Lessee shall not be required to occupy the premises at any time during the Term of this Lease. However, if Lessee is dispossessed of the premises by process of law, or otherwise, any personal property belonging to Lessee left on the premises will be deemed to be abandoned, at the option of Lessor.

**17. CONDEMNATION:** If any part of the premises is condemned for public use, and a part remains which is susceptible of occupation by Lessee, this Lease will, as to the part taken, terminate as of the date the condemnor acquires possession. Lessee will be required to pay such proportion of the rent for the remaining term as the value of the premises remaining bears to the total value of the premises at the date of condemnation; provided, however, that Lessor may at his/her option, terminate this Lease as of the date the condemnor acquires possession. In the event that the premises are condemned in whole, or the remainder is not susceptible for use by the Lessee, this Lease will terminate upon the date which the condemnor acquires possession. All sums which may be payable on account of any condemnation will belong solely to the Lessor; except that Lessee will be entitled to retain any amount awarded to him/her for his/her trade fixtures or moving expenses.

**18. TRADE FIXTURES:** Any and all improvements made to the premises during the term will belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination, remove all his/her trade fixtures, but will pay for all costs necessary to repair any damage to the premise occasioned by the removal.



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**19. DESTRUCTION OF PREMISES:** In the event of a partial destruction of the premises during the term, from any cause, Lessor will promptly repair the premises, provided that such repairs can be reasonably made **within sixty (60) days**. Such partial destruction will not terminate this Lease, except that Lessee will be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs interferes with the business of Lessee on the premises. If the repairs cannot be made **within sixty (60) days**, this Lease may be terminated at the option of either party by giving written notice to the other party **within the sixty (60) day period**.

**20. HAZARDOUS MATERIALS:** Lessee will not use, store, or dispose of any hazardous substances upon the premises, except the use and storage of such substances that are customarily used in Lessee's business, and are in compliance with all environmental laws. A hazardous substance means any hazardous waste, substance, or toxic materials regulated under any environmental laws or regulations applicable to the property. Lessee will be responsible for the cost of removal of any toxic contamination caused by Lessee's use of the premises.

**21. INSOLVENCY:** The appointment of a receiver, an assignment for the benefit of creditors, or the filing of a petition in bankruptcy by or against Lessee, will constitute a breach of this Lease by Lessee.

**22. DEFAULT:** In the event of any breach of this Lease by Lessee, Lessor may, at his option, terminate the Lease and recover from Lessee:

- (a) the worth at the time of award of the unpaid rent which had been earned at the time of termination;
- (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided;
- (c) the worth at time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided;
- and (d) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform his/her obligations under the Lease or which in the ordinary course of things would be likely to result therefrom.

Lessor may, in the alternative, continue this Lease in effect, as long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all of Lessor's rights and remedies under the Lease, including the right to recover the rent as it becomes due under the Lease. If said breach of Lease continues, Lessor may, at any time thereafter, elect to terminate the Lease.

These provisions will not limit any other rights or remedies which the Lessor may have.

**23. SECURITY:** The security deposit will secure the performance of the Lessee's obligations. Lessor may, but will not be obligated to, apply all or portions of the deposit on account of the Lessee's obligations. Any balance remaining upon termination will be returned to Lessee. Lessee will not have the right to apply the security deposit in payment of the last month's rent.

**24. DEPOSIT REFUNDS:** The balance of all deposits will be refunded within three weeks (or as otherwise required by law), from date possession is delivered to Lessor or his/her authorized agent, together with a statement showing any charges made against the deposits by Lessor.

**25. ATTORNEY FEES:** In any action or proceeding involving a dispute between Lessor and Lessee arising out of this Lease, the prevailing party will be entitled to reasonable attorney fees.

**26 WAIVER:** No failure of Lessor to enforce any term of this Lease will be deemed to be a waiver.

**27. NOTICES:** Any notice which either party may or is required to give, will be given by mailing the notice, postage prepaid, to Lessee c/o Legal Venture Counsel, Inc. 177 Post Street, Suite 900, San

Francisco, California 94108, or to Lessor at the address shown in Item 2, or at such other places as may be designated in writing by the parties from time to time. Notice will be effective **five days after mailing**, or upon delivery by overnight carrier, or when receipt is acknowledged in writing. Notices may be sent by Fax or e-mail as follows: Lessor: Fax 510.251.1840; e-mail [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net) and [editeur@earthlink.net](mailto:editeur@earthlink.net).

Lessee:

Fax 415.680.2346, email [jlbatman@legalvc.com](mailto:jlbatman@legalvc.com) and [edwinjheath@yahoo.com](mailto:edwinjheath@yahoo.com)

**28. HOLDING OVER:** Any holding over after the expiration of this Lease, with the consent of Lessor, will be a month-to-month tenancy at a monthly rent of \$8,000.00, payable in advance and otherwise subject to the terms of this Lease, as applicable, until either party will terminate the tenancy by giving the other party **thirty (30) days written notice**.

**29. TIME:** Time is of the essence of this Lease.

**30. HEIRS, ASSIGNS, and SUCCESSORS:** This Lease is binding upon and inures to the benefit of the heirs, assigns, and successors of the parties.

**31. TAX INCREASE:** NA

**32. COST OF LIVING INCREASE:** NA

**33. OPTION TO RENEW AND PURCHASE:** Lessee shall have two (2) successive options to renew this Lease, for periods of three (3) months each with thirty days advance written notice to Lessor. Rent shall increase upon exercise of first option to \$6,500 per month. Rent shall increase upon exercise of second option to \$8,000 per month. All other terms and conditions shall remain the same for each and every option potentially exercised.

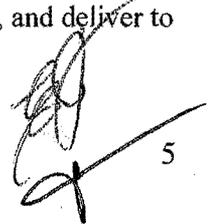
Provided Lessee has complied with the terms of this Lease and made timely rental payments, Lessee shall have the right to purchase the property during the initial Term of the Lease or any extensions under this Paragraph in accordance with Exhibit B, which is the primary consideration to Lessee for entering into this Lease.

**34. AMERICANS WITH DISABILITIES ACT:** The parties are alerted to the existence of the Americans with Disabilities Act, which may require costly structural modifications. The parties are advised to consult with a professional familiar with the requirements of the Act.

**35. LESSOR'S LIABILITY:** Subject to section (g) of Exhibit B, in the event of a transfer of Lessor's title or interest to the property during the term of this Lease, Lessee agrees that the grantee of such title or interest will be substituted as the Lessor under this Lease, and the original Lessor will be released of all further liability; provided, that all deposits will be transferred to the grantee.

**36. ESTOPPEL CERTIFICATE:**

(a) On **ten (10) days' prior written notice** from Lessor, Lessee will execute, acknowledge, and deliver to Lessor a statement in writing:



[1] certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the amount of any security deposit, and the date to which the rent and other charges are paid in advance, if any; and [2] acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective buyer or encumbrancer of the premises.

(b) At Lessor's option, Lessee's failure to deliver such statement within such time will be a material breach of this Lease or will be conclusive upon Lessee:

[1] that this Lease is in full force and effect, without modification except as may be represented by Lessor; [2] that there are no uncured defaults in Lessor's performance; and [3] that not more than one month's rent has been paid in advance.

(c) If Lessor desires to finance, refinance, or sell the premises, or any part thereof, Lessee agrees to deliver to any lender or buyer designated by Lessor such financial statements of Lessee as may be reasonably required by such lender or buyer. All financial statements will be received by the Lessor or the lender or buyer in confidence and will be used only for the purposes set forth.

**37. ENTIRE AGREEMENT:** The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by all parties. The following exhibits are a part of this Lease:

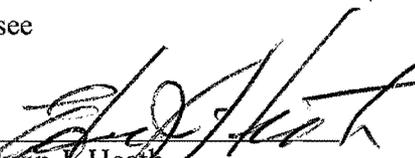
Exhibit A: Legal Description

Exhibit B: Option to Purchase

Exhibit C: Joint Escrow Instructions (These will not be effective unless Lessee exercises the Option to Purchase.)

The undersigned Lessee acknowledges that he/she has thoroughly read and approved each of the provisions contained in this Lease, and agrees to the terms and conditions specified.

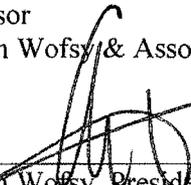
Lessee

By   
Edwin J. Heath

Date 07/19/16

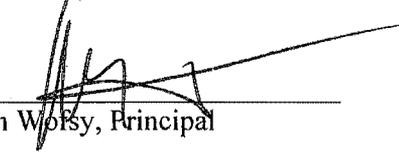
Accepted and agreed by Lessor:

Lessor  
Alan Wofsy & Associates

By   
Alan Wofsy, President

Date 7-19-16

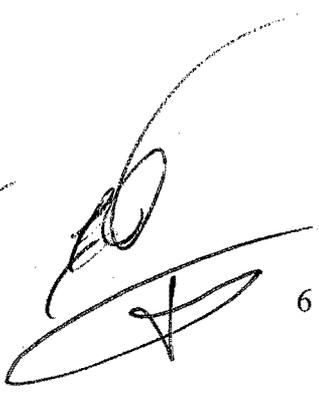
Myrtle Street Flats, LLC

By   
Alan Wofsy, Principal

Date 7-19-16

The effective date of this Lease is July 1, 2016.

  
Lessee  
  
Lessor



**Exhibit A**  
**Legal Description**  
*The 7th, Wood and Goss Properties*  
*The Leased Premises*

Real property in the City of Oakland, County of Alameda, State of California, described as follows:

PARCEL 1 : (APN: 006-0019-008)

LOTS 21 AND 22, BLOCK 25, MAP OF LAND ON OAKLAND POINT, FILED MAY 25, 1864, MAP BOOK 5, PAGE 33, ALAMEDA COUNTY RECORDS.

PARCEL 2 : (APN: 006-0019-028-02)

A PORTION OF LOT 14, AND ALL OF LOTS 15, 16, 17, 18, 19 AND 20, IN BLOCK 25, ACCORDING TO THE "MAP OF LAND ON OAKLAND POINT (RAIL-ROAD FERRY LANDING), CITY OF OAKLAND, TRACT 406", FILED MAY 24, 1864, IN BOOK 5 OF MAPS, PAGE 33, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, BOUNDED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERN LINE OF WOOD STREET WITH THE NORTHERN LINE OF 7TH STREET, FORMERLY OAKLAND AVENUE, AS SAID STREET AND AVENUE ARE SHOWN ON SAID MAP; RUNNING THENCE EASTERLY ALONG THE SAID LAST MENTIONED LINE 128.75 FEET; THENCE NORTHERLY PARALLEL WITH THE SAID EASTERN LINE OF WOOD STREET, 100.375 FEET TO THE NORTHERN LINE OF SAID LOT 14; THENCE WESTERLY PARALLEL WITH SAID LINE OF 7TH STREET 48.125 FEET TO THE SOUTHEASTERN CORNER OF SAID LOT 19; THENCE NORTHERLY ALONG THE EASTERN LINES OF SAID LOTS 19 AND 20, AND PARALLEL WITH THE SAID EASTERN LINE OF WOOD STREET, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTHERN LINE OF SAID LOT 20; THENCE WESTERLY ALONG THE SAID LAST MENTIONED LINE AND PARALLEL WITH THE SAID NORTHERN LINE OF 7TH STREET, 80.625 FEET TO A POINT ON THE SAID EASTERN LINE OF WOOD STREET; THENCE SOUTHERLY ALONG THE SAID LAST MENTIONED LINE 150.375 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION GRANTED TO THE STATE OF CALIFORNIA, AS DESCRIBED IN THE GRANT DEED RECORDED FEBRUARY 25, 1994, UNDER RECORDER'S INSTRUMENT NUMBER 94075031 OF OFFICIAL RECORDS.

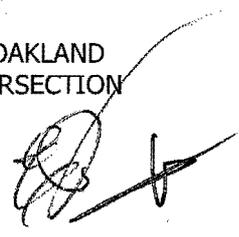
PARCEL 3 : (APN: 006-0019-010-01)

LOTS 23 AND 24, BLOCK 25, MAP OF LAND ON OAKLAND POINT (RAILROAD FERRY LANDING), CITY OF OAKLAND", FILED MAY 24, 1864, MAP BOOK 5, PAGE 33, ALAMEDA COUNTY RECORDS.

PARCEL 4 : (APN: 006-0019-027-02)

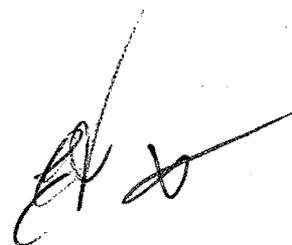
ALL OF LOT 13 AND A PORTION OF LOTS 12 AND 14 IN BLOCK 25, ACCORDING TO THE "MAP OF LAND ON OAKLAND POINT (RAILROAD FERRY LANDING) CITY OF OAKLAND TRACT 406", FILED MAY 24, 1864, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ALAMEDA COUNTY AND OF RECORD IN MAP BOOK 5, PAGE 33, BOUNDED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERN LINE OF 7TH STREET, FORMERLY OAKLAND AVENUE, DISTANT THEREON EASTERLY 128.75 FEET FROM THE POINT OF INTERSECTION



THEREOF WITH THE EASTERN LINE OF WOOD STREET, AS SAID AVENUE AND STREET ARE SHOWN ON SAID MAP AND RUNNING THENCE EASTERLY ALONG SAID LINE OF 7TH STREET, 31.63 FEET; THENCE NORTHERLY PARALLEL WITH SAID LINE OF WOOD STREET, 100.38 FEET TO A POINT ON THE NORTHERN LINE OF LOT NO. 12, IN BLOCK NO. 25, AS SAID LOT AND BLOCK ARE SHOWN ON THE SAID MAP; THENCE WESTERLY ALONG THE LAST MENTIONED LINE AND THE NORTHERN LINE OF LOTS NOS. 13 AND 14, IN BLOCK NO. 25, AS SHOWN ON SAID MAP, 31.63 FEET; THENCE SOUTHERLY PARALLEL WITH SAID LINE OF WOOD STREET, 100.38 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION GRANTED TO THE STATE OF CALIFORNIA, AS DESCRIBED IN THE GRANT DEED RECORDED NOVEMBER 4, 1993, UNDER RECORDER'S INSTRUMENT NUMBER 93394319 OF OFFICIAL RECORDS.

A handwritten signature in black ink, appearing to be 'E. J. O.', located in the lower right quadrant of the page.

<b>PROJECT NAME &amp; NO.</b>	7 <sup>th</sup> Street Project #0455560	<b>GRANTOR</b>	Myrtle Street Flats LLC
<b>GRANTEE</b>	East Bay Municipal Utility District	<b>ADDRESS</b>	7 <sup>th</sup> St and Wood St; APN: 6-19-28-2

**EAST BAY MUNICIPAL UTILITY DISTRICT  
TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT**

**THIS AGREEMENT**, made by and between MYRTLE STREET FLATS, LLC, hereinafter called the "Grantor", and EAST BAY MUNICIPAL UTILITY DISTRICT, a public corporation organized and existing under the laws of the State of California, its contractors and their authorized agents, hereinafter called the "Grantee",

**WITNESSETH:**

**THE** Grantor hereby grants to the Grantee a Temporary Construction Easement for the use of approximately 14,214 square feet of land located on 7<sup>th</sup> Street in Oakland, CA, more accurately described as APN: 6-19-28-2 as depicted in Exhibit "A" attached hereto and made a part hereof ("Property") along with the existing drive aisles to be used for access to the Property.

GRANTEE shall have and hold the Temporary Construction Easement from September 18, 2017 until November 30, 2017. Should Grantee require a one month extension it must provide fifteen (15) days' notice to Grantor.

RENT shall be three thousand five hundred Dollars a month (\$3,500) payable in monthly installments due on the first of each month. The initial payment shall include the pro-rata rent for the remainder of September and all of October, in the amount of five thousand sixteen Dollars and sixty-seven Cents (\$5,016.67), and shall be delivered to Grantor no later than October 1, 2017. If Grantee elects to exercise its option to extend, it will pay Grantee rent in the amount of three thousand five hundred Dollars a month (\$3,500) for the month of December payable on or before December 1, 2017.

AS condition for the use of the Property, the Grantee will install temporary fencing within the Property to delineate the area from the rest of the property that may continue to be used by the Grantor and other users.

GRANTEE agrees to indemnify, defend and hold Grantor, its officers, agents, and employees harmless from and against any and all loss, liability, expense, claims, costs, suits, damages and attorney's fees, arising directly out of the Grantee's negligent operation or performance under this Agreement.

GRANTEE agrees upon the completion of its work to restore as near as possible the surface of the ground within the Property and the drive aisles required for access to the condition in which they were prior to the commencement of said work.

THE performance of this agreement constitutes the entire consideration for said temporary access easement and shall relieve Grantee of all future obligations or claims on this account.

**IN WITNESS WHEREOF**, the Grantor has executed this indenture this \_\_ day of \_\_\_\_\_, 2017.

*[Signature Page Follows]*

<b>PROJECT NAME &amp; NO.</b>	7 <sup>th</sup> Street Project #0455560	<b>GRANTOR</b>	Myrtle Street Flats LLC
<b>GRANTEE</b>	East Bay Municipal Utility District	<b>ADDRESS</b>	7 <sup>th</sup> St and Wood St; APN: 6-19-28-2

EAST BAY MUNICIPAL UTILITY DISTRICT

Myrtle Street Flats, LLC

Reviewed and Recommended by:

By: 

George R. Wells III  
 George Wells  
 Asst Construction & Mtrc Superintendent

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 9-18-2017

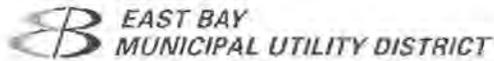
Date: \_\_\_\_\_

Approved By:

  
 Matt Elawady  
 Manager of Real Estate Services

Date: 9.18.17





September 15, 2017

Myrtle Street Flats LLC  
dba Sunrise Properties  
and Alan Wofsy & Associates,  
a California Corporation  
401 Terry Francois St.  
San Francisco Ca 94158

RE: Proof of Self-Insurance for Short-Term Lease

To Whom It May Concern:

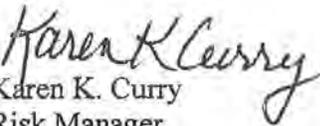
This letter certifies that East Bay Municipal Utility District (EBMUD) is self-insured for commercial general, auto liability, and workers' compensation to the amounts required by Myrtle Street Flats LLC dba Sunrise Properties and Alan Wofsy & Associates, a California Corporation, for the short-term lease of the property that is identified by APN 6-19-28-2, measuring approximately 14,214 square feet and located on 7<sup>th</sup> Street in Oakland California.

Self-insured coverage is as follows:

- ♦ Commercial General Liability not less than \$5,000,000 per occurrence
- ♦ Business Automobile coverage not less than \$5,000,000 per occurrence for bodily injury and property damage;
- ♦ Workers' Compensation Statutory Limits

I certify that it is within my authority to provide proof of insurance on behalf of EBMUD.

Sincerely,

  
Karen K. Curry  
Risk Manager

KKC:va

cc: Robert Lynn, Real Estate Services – East Bay Municipal Utility District

## TEMPORARY CONSTRUCTION EASEMENT

ALAN WOFSY & ASSOCIATES

(“**Property Owner**”), hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“**PG&E**”), a temporary construction easement (“**TCE**”), to be used in connection with PG&E’s gas pipeline cathodic protection project (“**PG&E’s Project**”), within Property Owner’s lands which are situated in the City of Oakland, County of Alameda, State of California, identified as 722 Wood Street, County Assessor’s Parcel Number 006-0019-008, 006-0019-010-01, 006-0019-027-02 (the “**Property**”).

The activities allowed under this TCE is/are described as follows:

To use the area outlined in green on the map attached hereto as Exhibit A and made a part hereof as a working, laydown and staging area, including the right to park vehicles belonging to PG&E and its employees and contractors and the right to locate construction trailers and construction equipment, portable restrooms and water storage tanks thereon.

The activities described above shall be within the area(s) delineated on the map attached and collectively referred to as (“**Temporary Easement Area**”).

1. **Term.** The term of this TCE shall be for a period of 2 months commencing on September 15, 2019 and shall terminate on November 15, 2019 (the “**Term**”). PG&E shall have the right, subject to the terms herein, to extend the Term on a month to month basis for up to 1 month by giving the Property Owner written notice of its intention prior to the expiration of the Term. This TCE shall be irrevocable during the Term, except in the case of material breach of the terms and conditions of this TCE.
2. **Compensation.** PG&E shall pay Property Owner Two Thousand Five Hundred Dollars (2,500.00) per month for a total amount of Five Thousand Dollars (\$5,000.00) as compensation for this TCE and shall deliver the total payment after receiving a completed IRS W-9 Form and an executed copy of this TCE. If PG&E extends the Term of this TCE, PG&E shall pay Property Owner Two Thousand Five Hundred Dollars (2,500.00) per month for the duration of the extended Term.
3. **Exclusive Use; Access; Fencing.** During the Term of this TCE, PG&E shall have the exclusive right to use the Temporary Easement Area and the right of ingress to and egress from the Temporary Easement Area. PG&E shall have the further right to erect and maintain temporary fencing and gates with a locking device to enclose the Temporary Easement Area, and shall remove such fencing and gates at the end of the Term.
4. **Indemnification.** PG&E agrees to indemnify Property Owner against any loss and damage which shall be caused by any wrongful or negligent act or omission of PG&E or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Property Owner’s comparative negligence or willful misconduct.

5. **Compliance with Laws.** Interpretation and enforcement of this TCE shall be governed by the laws of the State of California. In exercising the rights granted under this TCE, PG&E shall comply with all laws, ordinances, and regulations pertaining to its use. PG&E is required under State and local law to re-stabilize any disturbed project location within the Temporary Easement Area in order to control soil erosion and sediment runoff, in accordance with applicable project permits. PG&E shall have the right to access the Temporary Easement Area as reasonably necessary to allow it to meet any applicable project permit obligations after the Term.
6. **Restoration.** Upon completion of PG&E's Project, PG&E shall repair any damage and restore the Temporary Easement Area to as near as practicable to the condition that existed prior to PG&E use under this TCE. PG&E shall remove all personal property.
7. **Representation.** Property Owner represents and warrants the Temporary Easement Area is vacant and free from any encumbrances that would interfere with PG&E's full enjoyment of this TCE.
8. **Entire Agreement.** This TCE supersedes all previous oral and written agreements between and representation by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This TCE may not be amended except by a written agreement.
9. **Authority of Signatory.** Each party to this TCE warrants to the other that it has the right and authority to enter into and consummate this TCE and all related documents.
10. **Successors, Heirs, and Assigns.** This provisions of this TCE shall inure to the benefit of and bind the successors and assigns of the respective parties.
11. **Electronic Signatures.** This TCE may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf") version by email and such electronic signature(s) shall be deemed as original for purposes of this TCE and shall have the same force and effect as a manually executed original.

PROPERTY OWNER:

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

722 Wood Street, Oakland CA 94607

APN 006-0019-008, 006-0019-010-01, 006-0019-027-02

**Contact information:** Alan Wofsy (510) 482-3677 e-mail: [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net),  
[editeur@earthlink.net](mailto:editeur@earthlink.net)



Easement Area: approx. 11,300 square feet

## COMMERCIAL LEASE AND DEPOSIT RECEIPT

RECEIVED FROM Gruendl Inc., a California corporation (C1645486)

hereinafter referred to as LESSEE,  
the sum of \$6000.00,  
evidenced by cashier's check or wire transfer  
as a deposit which shall belong to Lessor and shall be applied as follows:

TOTAL	RECEIVED	BALANCE DUE BY
Rent for the period 12-10-18 to 1-10-19	\$2000	\$
Security deposit (not applicable toward last month's rent)	\$4000	\$
Other credit check	\$	\$
TOTAL	\$6000	\$
		Dec. 10, 2018

In the event this Lease is not accepted by the Lessor **within 2 days**, the total deposit received will be refunded.

Lessee offers to lease from Lessor the premises situated in the City of Oakland, County of Alameda, State of California described as Assessor parcels 28-2 (lots 14-18) with approximately 10,000 sq. ft. upon the following terms and conditions:

**1. TERM:** The term will commence on Dec. 10, 2018 and end on July 10, 2019.

**2. RENT:** The total rent will be \$16000.00, payable as follows: Payment of \$2000.00 on the first of each month

All rents will be paid to Lessor or his/her authorized agent, at the following address: Sunrise Properties, PO Box 2210, San Francisco, CA, 94126

or at such other places as may be designated by Lessor from time to time by simple first class mail, simple priority mail or by express mail, with waiver of signature. Tenant may not pay rent except as provided herein. If rent is paid by any other means, including any method that requires Owner's signature as a condition for receiving the rent, then there will be a \$50.00 charge to Tenant for each such instance.

In the event rent is not paid **within 6 days** after due date, Lessee agrees to pay a **late charge** of \$120 plus interest at 10% per annum on the delinquent amount. Lessee further agrees to pay \$ 50 for each dishonored bank check. The late charge period is not a grace period, and Lessor is entitled to make written demand for any rent if not paid when due.

**3. USE:** The premises are to be used for the operation of contractor storage and for no other purpose, without prior written consent of Lessor. Lessee will not commit any waste upon the premises, or any nuisance or any act, which may disturb the quiet enjoyment of any tenant in the building. The City also requires that businesses obtain a business license. Lessee may not use any of the adjacent land and agrees to pay an additional charge of \$2000.00 per month if Lessee encroaches on Assessor parcels 8, 10-1 or 27-2. Lessee will provide access to Assessor Parcel 27-2 to Lessor or another lessee..

**4. USES PROHIBITED:** Lessee will not use any portion of the premises for purposes other than those specified. No use will be made or permitted to be made upon the premises, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering the property. Lessee will not conduct or permit any sale by auction on the premises.

**5. ASSIGNMENT AND SUBLETTING:** Lessee will not assign this Lease or sublet any portion of the premises without prior written consent of the Lessor, which will not be unreasonably withheld. Any such assignment or subletting without consent will be void and, at the option of the Lessor, will terminate this Lease.

**6. ORDINANCES AND STATUTES:** Lessee will comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may later be in force, regarding the use of the premises. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the premises will, at the option of the Lessor, is deemed a breach of this Lease.

**7. MAINTENANCE, REPAIRS, and ALTERATIONS:** Unless otherwise indicated, Lessee acknowledges that the premises are in good order and repair. Lessee shall, at his/her own expense, maintain the premises in a good and safe condition, including plate glass, electrical wiring, plumbing and heating and air conditioning installations, and any other system or equipment. The premises will be surrendered, at termination of the Lease, in as good condition as received, normal wear and tear excepted. Lessee will be responsible for all repairs required, except the following which will be maintained by Lessor: roof, exterior walls, and structural foundations (including any retrofitting required by governmental authorities) and:

Lessee will also maintain in good condition property adjacent to the premises, such as sidewalks, driveways, lawns, and shrubbery, which would otherwise be maintained by Lessor.

No improvement or alteration of the premises will be made without the prior written consent of the Lessor. Prior to the commencement of any substantial repair, improvement, or alteration, Lessee will give Lessor at least **two (2) days written notice** in order that Lessor may post appropriate notices to avoid any liability for liens.

Lessee will install a fence or other barrier between East Goss Street portion (Assessor parcels 8 and 10-1) and the leased West 7<sup>th</sup> Street portion of the premises (Assessor parcel 28-2).

**8. ENTRY AND INSPECTION:** Lessee will permit Lessor or Lessor's agents to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises, and will permit Lessor, at any time **within sixty (60) days** prior to the expiration of this Lease, to place upon the premises any usual "For Lease" signs, and permit persons desiring to lease the premises to inspect the premises at reasonable times.

**9. INDEMNIFICATION OF LESSOR:** Lessor will not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the premises. Lessee agrees to hold Lessor harmless from any claims for damages arising out of Lessee's use of the premises, and to indemnify Lessor for any expense incurred by Lessor in defending any such claims.

**10. POSSESSION:** If Lessor is unable to deliver possession of the premises at the commencement date set forth above, Lessor will not be liable for any damage caused by the delay, nor will this Lease be void or voidable, but Lessee will not be liable for any rent until possession is delivered. Lessee may terminate this Lease if possession is not delivered **within 2 days** of the commencement term in Item 1.

**11. LESSEE'S INSURANCE:** Lessee, at his/her expense, will maintain plate glass, public liability, and property damage insurance insuring Lessee and Lessor with minimum coverage as follows: \$1 million per occurrence.

Lessee will provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The policy will require **ten (10) day's written notice to Lessor prior to cancellation or material change of coverage.**

**12. LESSOR'S INSURANCE:** Lessor will maintain hazard insurance covering one hundred percent (100%) actual cash value of the improvements throughout the Lease term. Lessor's insurance will not insure Lessee's personal property, leasehold improvements, or trade fixtures.

**13. SUBROGATION:** To the maximum extent permitted by insurance policies which may be owned by the parties, Lessor and Lessee waive any and all rights of subrogation which might otherwise exist.

**14. UTILITIES:** Lessee agrees that he/she will be responsible for the payment of all utilities, including water, gas, electricity, heat and other services delivered to the premises. Failure to pay utility bills is a default of Lessee's obligations under the terms of this lease. Lessor does not warrant that utilities are available.

**15. SIGNS:** Lessee will not place, maintain, nor permit any sign or awning on any exterior door, wall, or window of the premises without the express written consent of Lessor, which will not be unreasonably withheld.

**16. ABANDONMENT OF PREMISES:** Lessee will not vacate or abandon the premises at any time during the term of this Lease. If Lessee does abandon or vacate the premises, or is dispossessed by process of law, or otherwise, any personal property belonging to Lessee left on the premises will be deemed to be abandoned, at the option of Lessor.

**17. CONDEMNATION:** If any part of the premises is condemned for public use, and a part remains which is susceptible of occupation by Lessee, this Lease will, as to the part taken, terminate as of the date the condemnor acquires possession. Lessee will be required to pay such proportion of the rent for the remaining term as the value of the premises remaining bears to the total value of the premises at the date of condemnation; provided, however, that Lessor may at his/her option, terminate this Lease as of the date the condemnor acquires possession. In the event that the premises are condemned in whole, or the remainder is not susceptible for use by the Lessee, this Lease will terminate upon the date which the condemnor acquires possession. All sums which may be payable on account of any condemnation will belong solely to the Lessor; except that Lessee will be entitled to retain any amount awarded to him/her for his/her trade fixtures or moving expenses.

**18. TRADE FIXTURES:** Any and all improvements made to the premises during the term will belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination, remove all his/her trade fixtures, but will pay for all costs necessary to repair any damage to the premise occasioned by the removal.

**19. DESTRUCTION OF PREMISES:** In the event of a partial destruction of the premises during the term, from any cause, Lessor will promptly repair the premises, provided that such repairs can be reasonably made **within sixty (60) days**. Such partial destruction will not terminate this Lease, except that Lessee will be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs interferes with the business of Lessee on the premises. If the repairs cannot be made **within sixty (60) days**, this Lease may be terminated at the option of either party by giving written notice to the other party **within the sixty (60) day period**.

**20. HAZARDOUS MATERIALS:** Lessee will not use, store, or dispose of any hazardous substances upon the premises, except the use and storage of such substances that are customarily used in Lessee's business, and are in compliance with all environmental laws. A hazardous substance means any hazardous waste, substance, or toxic materials regulated under any environmental laws or regulations applicable to the property. Lessee will be responsible for the cost of removal of any toxic contamination caused by Lessee's use of the premises.

**21. INSOLVENCY:** The appointment of a receiver, an assignment for the benefit of creditors, or the filing of a petition in bankruptcy by or against Lessee, will constitute a breach of this Lease by Lessee.

**22. DEFAULT:** In the event of any breach of this Lease by Lessee, Lessor may, at his option, terminate the Lease and recover from Lessee:

- (a) the worth at the time of award of the unpaid rent which had been earned at the time of termination;
- (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided;
- (c) the worth at time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (d) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform his/her obligations under the Lease or which in the ordinary course of things would be likely to result therefrom.

Lessor may, in the alternative, continue this Lease in effect, as long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all of Lessor's rights and remedies under the lease, including the right to recover the rent as it becomes due under the Lease. If said breach of Lease continues, Lessor may, at any time thereafter, elect to terminate the Lease.

These provisions will not limit any other rights or remedies which the Lessor may have.

**23. SECURITY:** The security deposit will secure the performance of the Lessee's obligations. Lessor may, but will not be obligated to, apply all or portions of the deposit on account of the Lessee's obligations. Any balance remaining upon termination will be returned to Lessee. Lessee will not have the right to apply the security deposit in payment of the last month's rent.

**24. DEPOSIT REFUNDS:** The balance of all deposits will be refunded within three weeks (or as otherwise required by law), from date possession is delivered to Lessor or his/her authorized agent, together with a statement showing any charges made against the deposits by Lessor.

**25. ATTORNEY FEES:** In any action or proceeding involving a dispute between Lessor and Lessee arising out of this lease, the prevailing party will be entitled to reasonable attorney fees.

**26 WAIVER:** No failure of Lessor to enforce any term of this lease will be deemed to be a waiver.

**27. NOTICES:** Any notice which either party may or is required to give, will be given by mailing the notice, postage prepaid, to Lessee at the premises, or to Lessor at the address shown in Item 2, or at such other places as may be designated in writing by the parties from time to time. Notice will be effective **five days after mailing**, or on personal delivery, or when receipt is acknowledged in writing. Notices may be sent by Fax or e-mail as follows: Lessor: Fax 510.251.1840; e-mail [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net) and [editeur@earthlink.net](mailto:editeur@earthlink.net).

Lessee:

GREGORY GRUENDL, Gruendl, Inc. email: [greg@rayselectric.net](mailto:greg@rayselectric.net)  
fax: 510-577-7706

**28. HOLDING OVER:** Any holding over after the expiration of this Lease, with the consent of Owner, will be a monthtomonth tenancy at a monthly rent of \$3000.00, payable in advance and otherwise subject to the terms of this Lease, as applicable, until either party will terminate the tenancy by giving the other party **thirty 30) days written notice.**

**29. TIME:** Time is of the essence of this Lease.

**30. HEIRS, ASSIGNS, and SUCCESSORS:** This Lease is binding upon and inures to the benefit of the heirs, assigns, and successors of the parties.

**31. TAX INCREASE:** NA

**32. COST OF LIVING INCREASE:** NA

**33. OPTION TO RENEW:** NA

**34. AMERICANS WITH DISABILITIES ACT:** The parties are alerted to the existence of the Americans with Disabilities Act, which may require costly structural modifications. The parties are advised to consult with a professional familiar with the requirements of the Act.

**35. LESSOR'S LIABILITY:** In the event of a transfer of Lessor's title or interest to the property during the term of this Lease, Lessee agrees that the grantee of such title or interest will be substituted as the Lessor under this Lease, and the original Lessor will be released of all further liability; provided, that all deposits will be transferred to the grantee.

**36. ESTOPPEL CERTIFICATE:**

(a) On **ten (10) days' prior written notice** from Lessor, Lessee will execute, acknowledge, and deliver to Lessor a statement in writing:

[1] certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the amount of any security deposit, and the date to which the rent and other charges are paid in advance, if any; and

[2] acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective buyer or encumbrancer of the premises.

(b) At Lessor's option, Lessee's failure to deliver such statement within such time will be a material breach of this Lease or will be conclusive upon Lessee:

[1] that this Lease is in full force and effect, without modification except as may be represented by Lessor; [2] that there are no uncured defaults in Lessor's performance; and [3] that not more than one month's rent has been paid in advance.

(c) If Lessor desires to finance, refinance, or sell the premises, or any part thereof, Lessee agrees to deliver to any lender or buyer designated by Lessor such financial statements of Lessee as may be reasonably required by such lender or buyer. All financial statements will be received by the Lessor or the lender or buyer in confidence and will be used only for the purposes set forth.

**37. GOVERNING LAW:** The applicable law to enforce this contract is California law and the applicable venue is Alameda County,

**38. ENTIRE AGREEMENT:** The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by all parties. The following exhibits are a part of this Lease:

Exhibit A: Site Plan

The undersigned Lessee acknowledges that he/she has thoroughly read and approved each of the provisions contained in this Offer, and agrees to the terms and conditions specified.

Lessee

Date

By

Gruendl Inc

12/11/18

Receipt for deposit acknowledged by:

Lessor

Date

By

Sunrise Properties

**ACCEPTANCE**

The undersigned Lessor accepts the foregoing Offer and agrees to lease the premises on the terms and conditions set forth above

Lessor

Date

BY \_\_\_\_\_  
Sunrise Properties

\_\_\_\_\_

Lessee acknowledges receipt of a copy of the accepted Lease.

Lessee

Date

By \_\_\_\_\_  
Gruendl Inc.

\_\_\_\_\_

**RAY'S ELECTRIC**  
PH. (510) 577-7700  
411 PENDLETON WAY, SUITE B  
OAKLAND, CA 94621

**BANK OF THE WEST**  
OAKLAND, CA 94612  
1-800-488-2265  
90-78/1211

Check Number

**063733**

63733

DATE

AMOUNT

\*\*\*\*\*FOUR THOUSAND DOLLARS AND 00 CENTS\*\*\*\*\*

12/10/18

\*\*\*\*\*\$4,000.00

PAY TO THE  
ORDER OF

SUNRISE PROPERTIES  
401 CHINA BASIN SUITE 202  
SAN FRANCISCO CA 94158

**RAY'S ELECTRIC**



MEMO

⑈063733⑈ ⑆121100782⑆ 054093448⑈

**RAY'S ELECTRIC**

**063733**

Vendor	885	Sunrise Properties	Check	63733	12/10/18	
Trx No	Invoice No	Inv Date	Job/Description	Gross	Discount	Check Amount
8377	Deposit	12/10/18	18-21C	4,000.00		4,000.00
				4,000.00	0.00	4,000.00

**RAY'S ELECTRIC**  
PH. (510) 577-7700  
411 PENDLETON WAY, SUITE B  
OAKLAND, CA 94621

BANK OF THE WEST  
OAKLAND, CA 94612  
1-800-488-2265  
90-78/1211

Check Number **063732**

63732

DATE AMOUNT

\*\*\*\*\*TWO THOUSAND DOLLARS AND 00 CENTS\*\*\*\*\*

12/10/18 \*\*\*\*\*\$2,000.00

PAY TO THE  
ORDER OF

SUNRISE PROPERTIES  
401 CHINA BASIN SUITE 202  
SAN FRANCISCO CA 94158

MEMO



*[Signature]*  
RAY'S ELECTRIC

⑈063732⑈ ⑆121100782⑆ 054093448⑈

**RAY'S ELECTRIC**

**063732**

Vendor	885	Sunrise Properties	Check	63732	12/10/18
Trx No	Invoice No	Inv Date Job/Description	Gross	Discount	Check Amount
8376	12/10/18-01/	12/10/18 18-21C	2,000.00		2,000.00
			2,000.00	0.00	2,000.00

# COMMERCIAL LEASE AND DEPOSIT RECEIPT

RECEIVED FROM American Roadway Inc. and Maria M. Xocol Cap  
hereinafter referred to as LESSEE,  
the sum of sixteen thousand two hundred dollars  
evidenced by cashier's check or wire transfer  
as a deposit which shall belong to Lessor and shall be applied as follows:

	TOTAL RECEIVED	BALANCE DUE BY
Rent for the period Sept. 15-Oct. 30, 2020	\$ 6200.00	\$
Security deposit (not applicable toward last month's rent)	\$ 10000.00	\$
<b>TOTAL</b>	<b>\$16200.00</b>	<b>Sept. 11., 2020</b>

In the event this Lease is not accepted by the Lessor **within 2 days**, the total deposit received will be refunded.

Lessee offers to lease from Lessor the premises situated in the City of Oakland, County of Alameda, State of California described as AP parcels 8, 10-1, 28-2, 27-2 at the corner of 7<sup>th</sup>, Wood and Goss with about 26,000 sq. ft. upon the following terms and conditions:

**1. TERM:** The term will commence on Sept. 15, 2020 and end on Aug. 31, 2021.

**2. RENT:** The total rent will be \$60,650.00, payable as follows: Payment of \$ 4950.00 on the first of each month

All rents will be paid to Lessor or his/her authorized agent, at the following address: Sunrise Properties  
PO Box 13266, Oakland, CA 94661

or at such other places as may be designated by Lessor from time to time by simple first class mail, simple priority mail or by express mail, with waiver of signature. Tenant may not pay rent except as provided herein. If rent is paid by any other means, including any method that requires Owner's signature as a condition for receiving the rent, then there will be a \$50.00 charge to Tenant for each such instance.

In the event rent is not paid **within 6 days** after due date, Lessee agrees to pay a **late charge** of \$100 plus interest at 10% per annum on the delinquent amount. Lessee further agrees to pay \$ 20 for each dishonored bank check. The late charge period is not a grace period, and Lessor is entitled to make written demand for any rent if not paid when due.

**3. USE:** The premises are to be used for the operation of Vehicle parking and for no other purpose, without prior written consent of Lessor. Lessee will not commit any waste upon the premises, or any nuisance or any act, which may disturb the quiet enjoyment of any tenant in the building. The City also requires that businesses obtain a business license. In the event the City objects to the use, Lessor will assist Lessee in any administrative proceedings to continue the use.

**4. USES PROHIBITED:** Lessee will not use any portion of the premises for purposes other than those specified. No use will be made or permitted to be made upon the premises, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering the property. Lessee will not conduct or permit any sale by auction on the premises.

**5. ASSIGNMENT AND SUBLETTING:** Lessee will not assign this Lease or sublet any portion of the premises without prior written consent of the Lessor, which will not be unreasonably withheld. Any such assignment or subletting without consent will be void and, at the option of the Lessor, will terminate this Lease.

**6. ORDINANCES AND STATUTES:** Lessee will comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may later be in force, regarding the use of the premises. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the premises will, at the option of the Lessor, is deemed a breach of this Lease.

**7. MAINTENANCE, REPAIRS, and ALTERATIONS:** Unless otherwise indicated, Lessee acknowledges that the premises are in good order and repair. Lessee shall, at his/her own expense, maintain the premises in a good and safe condition, including plate glass, electrical wiring, plumbing and heating and air conditioning installations, and any other system or equipment. The premises will be surrendered, at termination of the Lease, in as good condition as received, normal wear and tear excepted. Lessee will be responsible for all repairs required, except the following which will be maintained by Lessor: roof, exterior walls, and structural foundations (including any retrofitting required by governmental authorities) and:

Lessee will also maintain in good condition property adjacent to the premises, such as sidewalks, driveways, lawns, and shrubbery, which would otherwise be maintained by Lessor.

No improvement or alteration of the premises will be made without the prior written consent of the Lessor. Prior to the commencement of any substantial repair, improvement, or alteration, Lessee will give Lessor at least **two (2) days written notice** in order that Lessor may post appropriate notices to avoid any liability for liens.

**8. ENTRY AND INSPECTION:** Lessee will permit Lessor or Lessor's agents to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises, and will permit Lessor, at any time **within sixty (60) days** prior to the expiration of this Lease, to place upon the premises any usual "For Lease" signs, and permit persons desiring to lease the premises to inspect the premises at reasonable times.

**9. INDEMNIFICATION OF LESSOR:** Lessor will not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the premises. Lessee agrees to hold Lessor harmless from any claims for damages arising out of Lessee's use of the premises, and to indemnify Lessor for any expense incurred by Lessor in defending any such claims.

**10. POSSESSION:** If Lessor is unable to deliver possession of the premises at the commencement date set forth above, Lessor will not be liable for any damage caused by the delay, nor will this Lease be void or voidable, but Lessee will not be liable for any rent until possession is delivered. Lessee may terminate this Lease if possession is not delivered **within 2 days** of the commencement term in Item 1.

**11. LESSEE'S INSURANCE:** Lessee, at his/her expense, will maintain plate glass, public liability, and property damage insurance insuring Lessee and Lessor with minimum coverage as follows: \$1 million per occurrence.

Lessee will provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The policy will require **ten (10) day's written notice to Lessor prior to cancellation or material change of coverage.**

**12. LESSOR'S INSURANCE:** Lessor will maintain hazard insurance covering one hundred percent (100%) actual cash value of the improvements throughout the Lease term. Lessor's insurance will not insure Lessee's personal property, leasehold improvements, or trade fixtures.

**13. SUBROGATION:** To the maximum extent permitted by insurance policies which may be owned by the parties, Lessor and Lessee waive any and all rights of subrogation which might otherwise exist.

**14. UTILITIES:** Lessee agrees that he/she will be responsible for the payment of all utilities, including water, gas, electricity, heat and other services delivered to the premises. Failure to pay utility bills is a default of Lessee's obligations under the terms of this lease

**15. SIGNS:** Lessee will not place, maintain, nor permit any sign or awning on any exterior door, wall, or window of the premises without the express written consent of Lessor, which will not be unreasonably withheld.

**16. ABANDONMENT OF PREMISES:** Lessee will not vacate or abandon the premises at any time during the term of this Lease. If Lessee does abandon or vacate the premises, or is dispossessed by process of law, or otherwise, any personal property belonging to Lessee left on the premises will be deemed to be abandoned, at the option of Lessor.

**17. CONDEMNATION:** If any part of the premises is condemned for public use, and a part remains which is susceptible of occupation by Lessee, this Lease will, as to the part taken, terminate as of the date the condemnor acquires possession. Lessee will be required to pay such proportion of the rent for the remaining term as the value of the premises remaining bears to the total value of the premises at the date of condemnation; provided, however, that Lessor may at his/her option, terminate this Lease as of the date the condemnor acquires possession. In the event that the premises are condemned in whole, or the remainder is not susceptible for use by the Lessee, this Lease will terminate upon the date which the condemnor acquires possession. All sums which may be payable on account of any condemnation will belong solely to the Lessor; except that Lessee will be entitled to retain any amount awarded to him/her for his/her trade fixtures or moving expenses.

**18. TRADE FIXTURES:** Any and all improvements made to the premises during the term will belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination, remove all his/her trade fixtures, but will pay for all costs necessary to repair any damage to the premise occasioned by the removal.

**19. DESTRUCTION OF PREMISES:** In the event of a partial destruction of the premises during the term, from any cause, Lessor will promptly repair the premises, provided that such repairs can be reasonably made **within sixty (60) days**. Such partial destruction will not terminate this Lease, except that Lessee will be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs interferes with the business of Lessee on the premises. If the repairs cannot be made **within sixty (60) days**, this Lease may be terminated at the option of either party by giving written notice to the other party **within the sixty (60) day period**.

**20. HAZARDOUS MATERIALS:** Lessee will not use, store, or dispose of any hazardous substances upon the premises, except the use and storage of such substances that are customarily used in Lessee's business, and are in compliance with all environmental laws. A hazardous substance means any hazardous waste, substance, or toxic materials regulated under any environmental laws or regulations applicable to the property. Lessee will be responsible for the cost of removal of any toxic contamination caused by Lessee's use of the premises.

**21. INSOLVENCY:** The appointment of a receiver, an assignment for the benefit of creditors, or the filing of a petition in bankruptcy by or against Lessee, will constitute a breach of this Lease by Lessee.

**22. DEFAULT:** In the event of any breach of this Lease by Lessee, Lessor may, at his option, terminate the Lease and recover from Lessee:

- (a) the worth at the time of award of the unpaid rent which had been earned at the time of termination;
  - (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided;
  - (c) the worth at time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (d) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform his/her obligations under the Lease or which in the ordinary course of things would be likely to result therefrom.
- Lessor may, in the alternative, continue this Lease in effect, as long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all of Lessor's rights and remedies under the lease, including the right to recover the rent as it becomes due under the Lease. If said breach of Lease continues, Lessor may, at any time thereafter, elect to terminate the Lease.

These provisions will not limit any other rights or remedies which the Lessor may have.

**23. SECURITY:** The security deposit will secure the performance of the Lessee's obligations. Lessor may, but will not be obligated to, apply all or portions of the deposit on account of the Lessee's obligations. Any balance remaining upon termination will be returned to Lessee. Lessee will not have the right to apply the security deposit in payment of the last month's rent.

**24. DEPOSIT REFUNDS:** The balance of all deposits will be refunded within three weeks (or as otherwise required by law), from date possession is delivered to Lessor or his/her authorized agent, together with a statement showing any charges made against the deposits by Lessor.

**25. ATTORNEY FEES:** In any action or proceeding involving a dispute between Lessor and Lessee arising out of this lease, the prevailing party will be entitled to reasonable attorney fees.

**26 WAIVER:** No failure of Lessor to enforce any term of this lease will be deemed to be a waiver.

**27. NOTICES:** Any notice which either party may or is required to give, will be given by mailing the notice, postage prepaid, to Lessee at the premises, or to Lessor at the address shown in Item 2, or at such other places as may be designated in writing by the parties from time to time. Notice will be effective **five days after mailing**, or on personal delivery, or when receipt is acknowledged in writing. Notices may also be sent by Fax or e-mail as follows: Lessor: Fax 510.251.1840; e-mail [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net) and [editeur@earthlink.net](mailto:editeur@earthlink.net).

Lessee:

Christian Cap <[christiancap18@gmail.com](mailto:christiancap18@gmail.com)> and/or Office <[americanroadwayinc@comcast.net](mailto:americanroadwayinc@comcast.net)>

**28. HOLDING OVER:** Any holding over after the expiration of this Lease, with the consent of Owner, will be a month-to-month tenancy at a monthly rent of \$5150.00, payable in advance and otherwise subject to the terms of this Lease, as applicable, until either party will terminate the tenancy by giving the other party **thirty 30) days written notice**.

**29. TIME:** Time is of the essence of this Lease.

**30. HEIRS, ASSIGNS, and SUCCESSORS:** This Lease is binding upon and inures to the benefit of the heirs, assigns, and successors of the parties.

**31. TAX INCREASE:** NA

**32. COST OF LIVING INCREASE:** NA

**33. OPTION TO RENEW:** NA

**34. AMERICANS WITH DISABILITIES ACT:** The parties are alerted to the existence of the Americans with Disabilities Act, which may require costly structural modifications. The parties are advised to consult with a professional familiar with the requirements of the Act.

**35. LESSOR'S LIABILITY:** In the event of a transfer of Lessor's title or interest to the property during the term of this Lease, Lessee agrees that the grantee of such title or interest will be substituted as the Lessor under this Lease, and the original Lessor will be released of all further liability; provided, that all deposits will be transferred to the grantee.

**36. ESTOPPEL CERTIFICATE:**

(a) On **ten (10) days' prior written notice** from Lessor, Lessee will execute, acknowledge, and deliver to Lessor a statement in writing:

[1] certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the amount of any security deposit, and the date to which the rent and other charges are paid in advance, if any; and  
[2] acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective buyer or encumbrancer of the premises.

(b) At Lessor's option, Lessee's failure to deliver such statement within such time will be a material breach of this Lease or will be conclusive upon Lessee:

[1] that this Lease is in full force and effect, without modification except as may be represented by Lessor; [2] that there are no uncured defaults in Lessor's performance; and [3] that not more than one month's rent has been paid in advance.

(c) If Lessor desires to finance, refinance, or sell the premises, or any part thereof, Lessee agrees to deliver to any lender or buyer designated by Lessor such financial statements of Lessee as may be reasonably required by such lender or buyer. All financial statements will be received by the Lessor or the lender or buyer in confidence and will be used only for the purposes set forth.

**37. ENTIRE AGREEMENT:** The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by all parties. The following exhibits are a part of this Lease:

Exhibit A: Site Plan

The undersigned Lessee acknowledges that he/she has thoroughly read and approved each of the provisions contained in this Offer, and agrees to the terms and conditions specified.

Lessee Date  
Maria M. Xocol Cap 09/19/20  
Maria M. Xocol Cap

Lessee Date  
By American Roadway Inc 09/19/20  
American Roadway Inc  
Title

Receipt for deposit acknowledged by:

Lessor Sunrise Properties Date  
By [Signature] 9-19-20

Lessor Alan Wofsy & Associates Date  
By [Signature] 9-19-20

**ACCEPTANCE**

The undersigned Lessor accepts the foregoing Offer and agrees to lease the premises on the terms and conditions set forth above

Lessor Sunrise Properties

Date

BY

9-19-20

Lessor Alan Wofsy & Associates

Date

BY

9-19

Lessee acknowledges receipt of a copy of the accepted Lease.

Lessee

Date

Maria Magaly Lopez

09/19/20

Lessee

Date

Maria Magaly Lopez

09/19/20

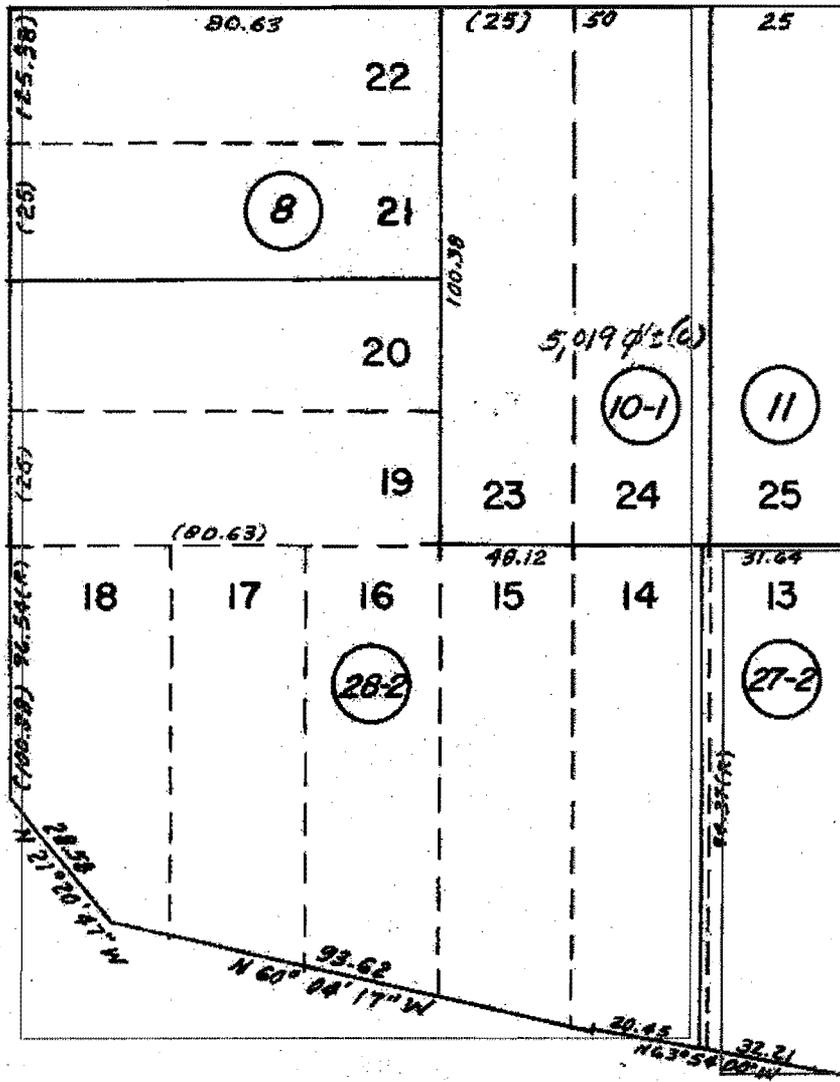
6055

1733

1731

1727

722



WOOD

Exhibit A

Exhibit K. Business license for parking lot.  
Review and Submit 722 Wood

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Guest

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[Getting Started](#) → [Registration](#) → [Contacts](#) → [Review / Submit](#)

### Business License Online Application

[Print Application](#)

Date 8/2/2020 6:32:26 PM  
Confirmation # 005372

#### Online profile already exists for that email

Our records indicate that this email address is already associated with an online profile. To track the status of this application please sign into that profile.

#### Registration Information

DBA	Esther's Orbit Room
Bus Name	Sunrise Properties
Bus Address	722 WOOD ST, OAKLAND, CA 94607-1107
Mail Address	PO BOX 13266, OAKLAND, CA 94661-0272
Business Type	Parking Lot- Other
Taxpayer's Desc	lessor
Ownership Type	LLC
Employee Count	2
Start Date in City of Oakland (PRODUCTION)	08/01/2020
Phone	(510) 482-3677
Phone 2	(415) 872-9711
Fax	(510) 251-1840
Website	www.live-work.us
Email Address	sunrise.properties@jps.net
BEAN	
FEIN	94-2611094
SEIN	
Contact Preference	Email

#### State Licensed Contractors

State License Contractor #  
 State License Contractor Type  
 State License Contractor Expire Date

#### Additional Information

Daycare business with 14 or less children	No
Business Entity	a privately held business
# of Units Rented if a Residential Landlord (No negative #s)	
Contractors Only. Estimated 1st Year Oakland Gross Receipts	
Wastewater Discharge ID #	

#### Owners and Contacts

Owner	Alan M Wofsy	(510) 482-3677	PO BOX 13266 OAKLAND, CA 94661-0272
Emergency Contact	Alan M Wofsy	(510) 482-3677	PO BOX 13266 OAKLAND, CA 94661-0272

#### Signature and Declaration

I hereby declare under penalty of perjury that the information to be provided for this application is true and correct.

Digital Signature:  
Preparer Name:  
Preparer Phone:

/Alan Wofsy/  
Alan M Wofsy  
(510) 482-3677

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#OaklandLoveLife  
Oakland Library  
Visit Oakland  
Oakland Museum

**For Assistance**

Email: [btwebsupport@oaklandca.gov](mailto:btwebsupport@oaklandca.gov)  
Phone: (510) 238-3704

**City of Oakland**

250 Frank H Ogawa Plaza, Suite 1320  
Oakland, CA 94612

**Hours:**

8:00 AM-4:00 PM

Monday, Tuesday, Thursday ,Friday

9:30 AM-4:00 PM Wednesdays.

**sunrise.properties@jps.net**

---

**From:** sunrise.properties@jps.net  
**Sent:** Friday, August 28, 2020 3:52 PM  
**To:** 'CMaurer@oaklandca.gov'  
**Cc:** General Manager  
**Subject:** Business License Application Accepted 00232226- But with erroneous categorization. Sent 8-16;  
resent 8-28  
**Attachments:** 7th, Wood and Goss. Site plan.pdf

Myrtle Street Flats dba Sunris  
Properties

Alan Wofsy & Associates

Offices: 401 Terry Francois St., Suite 202 , San Francisco, CA 94158-2133

Oakland Offices: 1724 7<sup>th</sup> St. Oakland, CA 94607

Oakland Mailing Address: PO Box 13266, Oakland, CA 94661

Website: [www.live-work.us](http://www.live-work.us)

Phone: 415-872-9711 fax: 415-292-6594 e-mail: [editeur@earthlink.net](mailto:editeur@earthlink.net)

East Bay Office : phone 510-482-3677 fax 510-251-1840 [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net)

---

Dear M. Maurer,

Our firms own 7 adjacent parcels in West Oakland. We have been trying to put the parcels to productive use and would like to have a business license in place even though they are not currently generating income. This will help us to attract users and generate income for the City.

Your staff says we need a separate business license for each parcel, which makes no sense. Two adjacent parcels have buildings and 5 others have always been used for vehicle parking.

I would like one business license showing Mixed uses/property management for the 2 parcels with buildings:

- 1720 7<sup>th</sup> St. - 006-0019-024
- 1722-24 7<sup>th</sup> St. - 006-0019-025

and parking or transportation/vehicles for the 5 other parcels.

- 1728-1730 7th St. 006-0019-027-02 -
- No address!! 006-0019-028-02 -
- 722 Wood St. 006-0019-008 -
- 1731-1733 Goss St. 006-0019-010-01 -
- 1715 Goss St. 006-0019-014

Attached is a parcel map.

Yours  
Alan Wofsy  
GM

---

**From:** BTWebSupport <[BTWebSupport@oaklandca.gov](mailto:BTWebSupport@oaklandca.gov)>  
**Sent:** Wednesday, August 12, 2020 9:30 AM  
**To:** BTWebSupport <[BTWebSupport@oaklandca.gov](mailto:BTWebSupport@oaklandca.gov)>; [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net)  
**Subject:** RE: Business License Application Accepted 00232226- But with erroneous categorization

Dear Alan,

Please reach out to Chuck Maurer, [CMaurer@oaklandca.gov](mailto:CMaurer@oaklandca.gov), the Revenue Operation Supervisor for more information.

Best Regards,  
BT Web Support

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**From:** BTWebSupport <[BTWebSupport@oaklandca.gov](mailto:BTWebSupport@oaklandca.gov)>  
**Sent:** Wednesday, August 12, 2020 9:18 AM  
**To:** [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net); BTWebSupport <[BTWebSupport@oaklandca.gov](mailto:BTWebSupport@oaklandca.gov)>  
**Subject:** RE: Business License Application Accepted 00232226- But with erroneous categorization

Dear Alan,

That is correct, each parcel is generating income, therefore each would need a business tax license.

Best Regards,  
BT Web Support

---

**From:** [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net) <[sunrise.properties@jps.net](mailto:sunrise.properties@jps.net)>  
**Sent:** Tuesday, August 11, 2020 6:01 PM  
**To:** BTWebSupport <[BTWebSupport@oaklandca.gov](mailto:BTWebSupport@oaklandca.gov)>  
**Subject:** RE: Business License Application Accepted 00232226- But with erroneous categorization

## SUNRISE PROPERTIES

Offices: 401 Terry Francois St., Suite 202 , San Francisco, CA 94158-2133

Mailing Address: P.O. Box 2210, San Francisco, CA 94126

Website: [www.live-work.us](http://www.live-work.us)

Phone: 415-872-9711 fax: 415-292-6594 e-mail: [editeur@earthlink.net](mailto:editeur@earthlink.net)

East Bay Office : phone 510-482-3677 fax 510-251-1840 [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net)

Dear BT

If there are 6 contiguous parcels, are you saying we need 6 different business licenses. This makes no sense and is a waste of time and money.

Can we escalate this to someone who can agree to 1 or 2 business licenses?

Yours  
Alan Wofsy  
GM

---

**From:** BTWebSupport <[BTWebSupport@oaklandca.gov](mailto:BTWebSupport@oaklandca.gov)>  
**Sent:** Tuesday, August 11, 2020 4:35 PM  
**To:** [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net); BTWebSupport <[BTWebSupport@oaklandca.gov](mailto:BTWebSupport@oaklandca.gov)>  
**Cc:** General Manager <[editeur@earthlink.net](mailto:editeur@earthlink.net)>  
**Subject:** RE: Business License Application Accepted 00232226- But with erroneous categorization

Dear Alan Wofsy,

It sounds like this is just a general commercial landlord license, as the property is being leased just for non-hourly parking. A business tax license will need to be opened for each address or parcel. If there is no street address then the site would be the street name and the APN.

Best Regards,  
BT Web Support

---

**From:** [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net) <[sunrise.properties@jps.net](mailto:sunrise.properties@jps.net)>  
**Sent:** Friday, August 7, 2020 4:57 PM  
**To:** BTWebSupport <[BTWebSupport@oaklandca.gov](mailto:BTWebSupport@oaklandca.gov)>  
**Cc:** General Manager <[editeur@earthlink.net](mailto:editeur@earthlink.net)>  
**Subject:** RE: Business License Application Accepted 00232226- But with erroneous categorization

Myrtle Street Flats LLC dba  
SUNRISE PROPERTIES

Offices: 401 Terry Francois St., Suite 202 , San Francisco, CA 94158-2133

Mailing Address: P.O. Box 2210, San Francisco, CA 94126

Website: [www.live-work.us](http://www.live-work.us)

Phone: 415-872-9711 fax: 415-292-6594 e-mail: [editeur@earthlink.net](mailto:editeur@earthlink.net)

East Bay Office : phone 510-482-3677 fax 510-251-1840 [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net)

---

Dear BT,

Can you do a business license in 2 names as a joint venture for this use: Transportation/Vehicles

- Alan Wofsy & Associates and Sunrise Properties, joint venture for the 4 parcels of land:

- 1728-1730 7th St. 006-0019-027-02 - ALAN WOF SY & ASSOCIATES
- No address!! Need one! 006-0019-028-02 - MYRTLE STREET FLATS LLC
- 722 Wood St. 006-0019-008 - ALAN WOF SY & ASSOCIATES
- 1731-1733 Goss. 006-0019-010-01 - ALAN WOF SY & ASSOCIATES

Then you can do 2 additional business licenses

- 1720 7<sup>th</sup> St. for Alan Wofsy & Associates as Property Management
- 1722-24 7<sup>th</sup> St. for Sunrise Properties at Property Management

Yours  
Alan Wofsy  
CEO of Sunrise Properties  
Pres. of Alan Wofsy & Associates

---

**From:** BTWebSupport <[BTWebSupport@oaklandca.gov](mailto:BTWebSupport@oaklandca.gov)>  
**Sent:** Thursday, August 6, 2020 1:34 PM  
**To:** [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net); BTWebSupport <[BTWebSupport@oaklandca.gov](mailto:BTWebSupport@oaklandca.gov)>  
**Subject:** RE: Business License Application Accepted 00232226- But with erroneous categorization

Dear Alan,

We are still confused. Is Alan Wofsy & Associates renting the space to Ester's Orbit Room for their parking needs? Parcel 006-0019-028-02 does not have the ownership listed as Alan Wofsy & Associates so we are confused as to why a business license is being trying to be opened.

1728-1730 7th St. 006-0019-027-02 - ALAN WOF SY & ASSOCIATES  
No address!! Need one! 006-0019-028-02 - MYRTLE STREET FLATS LLC  
722 Wood St. 006-0019-008 - ALAN WOF SY & ASSOCIATES  
1731-1733 Goss. 006-0019-010-01 - ALAN WOF SY & ASSOCIATES

Best Regards,  
BT Web Support

---

**From:** [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net) <[sunrise.properties@jps.net](mailto:sunrise.properties@jps.net)>  
**Sent:** Wednesday, August 5, 2020 5:53 PM  
**To:** BTWebSupport <[BTWebSupport@oaklandca.gov](mailto:BTWebSupport@oaklandca.gov)>  
**Subject:** RE: Business License Application Accepted 00232226- But with erroneous categorization

Dear BT Web,

The lots were always used for parking by customers at Esther's Orbit Room. We have been trying to find someone who want to re-open this historic jazz club, but with the Covid issues and the economy this is going to take a while.

It the meantime, there are security issues with criminals breaking into the lot and defacing buildings. We want to have vehicles parked there as a deterrent to crime and to possible encampments.

Here are some other business classifications that could work if the parking lot use requires monthly reporting and a super high tax rate:

Rental Commercial  
Real Estate Developer  
Unknown  
Property Management  
Transportation/Vehicles - Security

Yours

Alan Wofsy  
GM

---

**From:** BTWebSupport <[BTWebSupport@oaklandca.gov](mailto:BTWebSupport@oaklandca.gov)>  
**Sent:** Wednesday, August 5, 2020 5:08 PM  
**To:** [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net); BTWebSupport <[BTWebSupport@oaklandca.gov](mailto:BTWebSupport@oaklandca.gov)>  
**Cc:** General Manager <[editeur@earthlink.net](mailto:editeur@earthlink.net)>  
**Subject:** RE: Business License Application Accepted 00232226- But with erroneous categorization

Dear Alan,

Please elaborate on the business operations on the parcels.

Best Regards,  
BT Web Support

---

**From:** [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net) <[sunrise.properties@jps.net](mailto:sunrise.properties@jps.net)>  
**Sent:** Tuesday, August 4, 2020 5:12 PM  
**To:** BTWebSupport <[BTWebSupport@oaklandca.gov](mailto:BTWebSupport@oaklandca.gov)>  
**Cc:** General Manager <[editeur@earthlink.net](mailto:editeur@earthlink.net)>  
**Subject:** RE: Business License Application Accepted 00232226- But with erroneous categorization

[EXTERNAL] This email originated outside of the City of Oakland. Please do not click links or open attachments unless you recognize the sender and expect the message.

---

SUNRISE PROPERTIES  
d b a E s t h e r ' s O r b i t R o o m

Offices: 1724 7<sup>th</sup> St. Oakland, CA 94607

Oakland Mailing Address: PO Box 13266, Oakland, CA 94661

East Bay Office : phone 510-482-3677 fax 510-251-1840 [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net)

---

Re: 00232226  
ESTHER'S ORBIT ROOM

Dear Business Support,

We applied for a business license for parking at 722 Wood St., which is one of 4 parcels that have historically been used for parking by Esther's orbit Room.

Your robot assumed we operate an hourly or daily parking lot and sent the attached very annoying form which requires a monthly accounting. We are not operating that kind of parking lot.

That is not applicable and will negate our application for a business license.

What we need is one business license for 4 contiguous parcels which serve Esther's. See attachment,

The 4 parcels are:

1728-1730 7<sup>th</sup> St. 006-0019-027-02

No address!! Need one! 006-0019-028-02

722 Wood St. 006-0019-008

1731-1733 Goss. 006-0019-010-01

Can you reclassify our application for a parking use so it does not require monthly statements and such a high tax rate?

Yours

Alan Wofsy  
General Manager

---

**From:** [noreplyhdl@oaklandnet.com](mailto:noreplyhdl@oaklandnet.com) <[noreplyhdl@oaklandnet.com](mailto:noreplyhdl@oaklandnet.com)>

**Sent:** Sunday, August 2, 2020 7:48 PM

**To:** [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net)

**Subject:** Business License Application Accepted - Payment Due

00232226  
ESTHER'S ORBIT ROOM

The online Business Tax application submitted for ESTHER'S ORBIT ROOM has been processed.

Below is the fee and/or tax amounts due that is required to be paid within seven (7) days from the date of this email . Failure to do so will result in the application being removed from the system and the business remaining unlicensed.

Upon our receipt of payment, the business tax certificate will be emailed, usually within 1-2 business days excluding weekends and holidays.

Total Balance Due: 95.00

To pay, click on the link: [www.LTSS.oaklandnet.com](http://www.LTSS.oaklandnet.com) and then choose the link "Pay an Outstanding Business Tax balance".

Use the following Account and PIN number to log into the payment screen:

Account #: 00232226

PIN: 1163552

Visa, MasterCard, Discover and eCheck are accepted.

If you have any questions, please call [btwebsupport@oaklandca.gov](mailto:btwebsupport@oaklandca.gov).

City of Oakland

Business Tax Section

250 Frank H. Ogawa Plaza, Suite 1320

Oakland, CA 94612

Hours of Operation (Excluding Holidays):

Mon, Tue, Thu, Fri 8:00 am – 4:00 pm

Wed 9:30 am – 4:00 pm

**beauxarts@earthlink.net**

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**From:** Beauxarts <beauxarts@earthlink.net>  
**Sent:** Monday, September 23, 2019 2:54 PM  
**To:** 'kkasaine@oaklandca.gov'; 'LMcElhaney@oaklandca.gov'  
**Cc:** 'MOBrien@oaklandca.gov'; Frank Busch (busch@wvbrlaw.com);  
'vacantpropertytaxinquiry@oaklandca.gov'; 'vacantpropertytaxinquiry@oaklandca.gov'; General Manager; 'pmatier@sfchronicle.com'  
**Subject:** Attachment Objections to : Vacant Property Tax Implementation Ordinance & Administration - September 24, 2019 - 18-2201  
**Attachments:** Measure W Vacant Property Tax Implementation Ordinance and Administrative Regulations letter.pdf

See attachment in letter form.

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**From:** Beauxarts  
**Sent:** Monday, September 23, 2019 2:39 PM  
**To:** 'kkasaine@oaklandca.gov' <kkasaine@oaklandca.gov>; 'LMcElhaney@oaklandca.gov' <LMcElhaney@oaklandca.gov>  
**Cc:** 'MOBrien@oaklandca.gov' <MOBrien@oaklandca.gov>; Frank Busch (busch@wvbrlaw.com) <busch@wvbrlaw.com>;  
'vacantpropertytaxinquiry@oaklandca.gov' <vacantpropertytaxinquiry@oaklandca.gov>;  
'vacantpropertytaxinquiry@oaklandca.gov' <vacantpropertytaxinquiry@oaklandca.gov>; General Manager  
<editeur@earthlink.net>; 'pmatier@sfchronicle.com' <pmatier@sfchronicle.com>  
**Subject:** Objections to : Vacant Property Tax Implementation Ordinance & Administration - September 24, 2019 - 18-2201

The Bates House  
399 Bellevue Ave.  
Oakland, CA 94610  
Tel: 510.879.7780  
Fax: 510-251-1840  
e-mail: beauxarts@earthlink & & [editeur@earthlink.net](mailto:editeur@earthlink.net)

Dear *Chairperson Lynette McElhaney* and Oakland City Finance & Management Committee members

Re: 18-2201 Subject: Vacant Property Tax Implementation Ordinance & Administration. Comments for hearing of Sept. 24, 2019.

Dear Committee Members,

As an Oakland resident and property owner and a provider of low income, historic and infill housing projects over the past 50 years, I want to point out flaws in the *Measure W Vacant Property Tax Implementation Ordinance and Administrative Regulations* which likely violate the 14th Amendment to the US Constitution. I also want to propose some remedies so the Ordinance functions as a tax and not as an unreasonable fine or penalty, as is now the case.

According to the City's Dept. of Finance Power Point presentation entitled *VPT-Public-Outreach-Presentation-Final-060619*, this is one of the purposes of the Ordinance:

*Purpose*

*Reduce the number of Oakland properties that are kept vacant and undeveloped.*

Discussion:

The significant word here is "kept," implying intentionality. The Ordinance should only apply to properties that are intentionally kept vacant and it would then be fair. However, it does not and is therefore an unfair Ordinance.

In order to treat everyone with vacant properties equally pursuant to the 14<sup>th</sup> Amendment, the list of exemptions from the Ordinance needs to be expanded and also contracted. In many cases properties are vacant due to the failure of the City to fulfill its obligations to keep the streets and sidewalks clean, safe and accessible. The City has failed in its obligations to provide a civilized streetscape and the Ordinance is punishing the victims of the City's failures in allowing large numbers unlawful homeless and vehicles encampments to defile the public spaces. In other instances, the City has failed to complete public works projects in a reasonable amount of time blocking access, for example, to many buildings on the 7<sup>th</sup> Street corridor for almost a year.

In order to remediate the flaws in the Ordinance, the following exemptions should be added:

- Properties that are being actively marketed for lease or sale.
- Properties that are inaccessible or otherwise impacted due to City actions
- Properties that are within 1000 ft. of homeless or vehicle encampments

There is also no rationale for one of the exemptions that the Ordinance grants:

*Exemptions*

*Non-profit organizations*

Non-profit organizations are public or private entities that do not pay income or other taxes. The various Mafias are often cited as such non-profits benefiting from this naïve and myopic view of the world. There is no reason why a non-profit organization that owns vacant land or buildings should receive an exemption from the Ordinance while taxpaying persons and companies bear the burden.

Yours

Alan Wofsy  
Master of City Planning  
MIT, 1967



**City of Oakland VPT**  
 c/o VPT Administrator  
 5627 Telegraph Ave #402  
 Oakland, CA 94609

Exhibit N. Oakland-VPT-Petition-of-Vacancy - 2020-722 Wood

[oaklandvpt@sci-cg.com](mailto:oaklandvpt@sci-cg.com)

(855) 831-1188

[oaklandca.gov/topics/vacantpropertytax](http://oaklandca.gov/topics/vacantpropertytax)

**PETITION OF VACANCY TO REVERSE NOTICE OF VACANCY FOR CALENDAR YEAR 2019**  
**TAX YEAR 2020-21**

PETITION MUST BE RECEIVED NO LATER THAN 20 DAYS AFTER DATE OF NOTICE OF VACANCY

For your petition to be considered, please complete the following (see reverse for directions):

1. Owner and property information:

Last Name	First Name	Middle
Parcel Number	Address	
	Oakland, CA 94_____	

2. I hereby petition for the reversal of the Notice of Vacancy and the imposition of the Vacant Property Tax as a property owner whose property was in use for at least fifty (50) days during the 2019 calendar year under Oakland Municipal Code 4.56.030(J)(1)(c); 4.56.080 Petition of Vacancy. (check all that apply) (see reverse for directions)

- A. RESIDENTIAL PROPERTIES: The subject property is a residential parcel, condominium, duplex, or townhouse unit and, was for at least fifty (50) days during the 2019 Calendar Year, used for physical occupancy by a lawful inhabitant. (See reverse for required verification documents)
- B. NONRESIDENTIAL PROPERTIES: The subject property is a nonresidential parcel, or undeveloped parcel, and was for at least fifty (50) days during the 2019 Calendar Year, used for carrying on of any civic, commercial, industrial, agricultural, or extractive activity, as those terms are defined by the Planning Code, and including any religious or community gatherings. (See reverse for required verification documents)
- C. WAREHOUSING: The subject property is a Nonresidential parcel, used for warehousing, storage, or distribution activities and at least 40% of the parcel or unit's floorspace available for warehousing, storage, or distribution is occupied. (See reverse for required verification documents)
- D. GROUND FLOOR COMMERCIAL PROPERTIES: The subject property is a ground floor commercial space, and was for at least fifty (50) days during the 2019 Calendar Year, leased out to a bona fide tenant intending to use the space for a legal activity, or actually occupied, by an Owner or some other party, for some substantially similar purpose. (See reverse for required verification documents)
- E. The subject property is a maintained undeveloped parcel that is contiguous or within 500 feet of an occupied residential parcel owned by the same owner. (See reverse for required verification documents)
- F. The subject property functions as ingress and egress of persons or vehicles across substantially all of the parcel. (see reverse for required verification documents)
- G. OTHER: The subject property has been sold to a different owner

3. I declare under penalty of perjury under the laws of the State of California that I own the parcel for which I am petitioning for removal of the Vacant Property Tax; that the reason(s) indicated above and the documents provided in support of this petition are true, and that all information provided herein is true to the best of my knowledge. I understand that if any of the above information is found to be untrue I may forfeit my eligibility. I further understand that this form may be subject to an audit, verification check, and possible denial of the petition. I hereby authorize the City of Oakland to verify all the information herein provided.

Owner's Name	Owner's Signature	Phone Number	Email	Date
	By			
Co-Owner's Name	Co-Owner's Signature	Phone Number	Email	Date

## TEMPORARY CONSTRUCTION EASEMENT

ALAN WOFSY & ASSOCIATES

(“**Property Owner**”), hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“**PG&E**”), a temporary construction easement (“**TCE**”), to be used in connection with PG&E’s gas pipeline cathodic protection project (“**PG&E’s Project**”), within Property Owner’s lands which are situated in the City of Oakland, County of Alameda, State of California, identified as 722 Wood Street, County Assessor’s Parcel Number 006-0019-008, 006-0019-010-01, 006-0019-027-02 (the “**Property**”).

The activities allowed under this TCE is/are described as follows:

To use the area outlined in green on the map attached hereto as Exhibit A and made a part hereof as a working, laydown and staging area, including the right to park vehicles belonging to PG&E and its employees and contractors and the right to locate construction trailers and construction equipment, portable restrooms and water storage tanks thereon.

The activities described above shall be within the area(s) delineated on the map attached and collectively referred to as (“**Temporary Easement Area**”).

1. **Term.** The term of this TCE shall be for a period of 2 months commencing on September 15, 2019 and shall terminate on November 15, 2019 (the “**Term**”). PG&E shall have the right, subject to the terms herein, to extend the Term on a month to month basis for up to 1 month by giving the Property Owner written notice of its intention prior to the expiration of the Term. This TCE shall be irrevocable during the Term, except in the case of material breach of the terms and conditions of this TCE.
2. **Compensation.** PG&E shall pay Property Owner Two Thousand Five Hundred Dollars (2,500.00) per month for a total amount of Five Thousand Dollars (\$5,000.00) as compensation for this TCE and shall deliver the total payment after receiving a completed IRS W-9 Form and an executed copy of this TCE. If PG&E extends the Term of this TCE, PG&E shall pay Property Owner Two Thousand Five Hundred Dollars (2,500.00) per month for the duration of the extended Term.
3. **Exclusive Use; Access; Fencing.** During the Term of this TCE, PG&E shall have the exclusive right to use the Temporary Easement Area and the right of ingress to and egress from the Temporary Easement Area. PG&E shall have the further right to erect and maintain temporary fencing and gates with a locking device to enclose the Temporary Easement Area, and shall remove such fencing and gates at the end of the Term.
4. **Indemnification.** PG&E agrees to indemnify Property Owner against any loss and damage which shall be caused by any wrongful or negligent act or omission of PG&E or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Property Owner’s comparative negligence or willful misconduct.

5. **Compliance with Laws.** Interpretation and enforcement of this TCE shall be governed by the laws of the State of California. In exercising the rights granted under this TCE, PG&E shall comply with all laws, ordinances, and regulations pertaining to its use. PG&E is required under State and local law to re-stabilize any disturbed project location within the Temporary Easement Area in order to control soil erosion and sediment runoff, in accordance with applicable project permits. PG&E shall have the right to access the Temporary Easement Area as reasonably necessary to allow it to meet any applicable project permit obligations after the Term.
6. **Restoration.** Upon completion of PG&E's Project, PG&E shall repair any damage and restore the Temporary Easement Area to as near as practicable to the condition that existed prior to PG&E use under this TCE. PG&E shall remove all personal property.
7. **Representation.** Property Owner represents and warrants the Temporary Easement Area is vacant and free from any encumbrances that would interfere with PG&E's full enjoyment of this TCE.
8. **Entire Agreement.** This TCE supersedes all previous oral and written agreements between and representation by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This TCE may not be amended except by a written agreement.
9. **Authority of Signatory.** Each party to this TCE warrants to the other that it has the right and authority to enter into and consummate this TCE and all related documents.
10. **Successors, Heirs, and Assigns.** This provisions of this TCE shall inure to the benefit of and bind the successors and assigns of the respective parties.
11. **Electronic Signatures.** This TCE may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf") version by email and such electronic signature(s) shall be deemed as original for purposes of this TCE and shall have the same force and effect as a manually executed original.

PROPERTY OWNER:

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

722 Wood Street, Oakland CA 94607

APN 006-0019-008, 006-0019-010-01, 006-0019-027-02

**Contact information:** Alan Wofsy (510) 482-3677 e-mail: [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net),  
[editeur@earthlink.net](mailto:editeur@earthlink.net)



 Easement Area: approx. 11,300 square feet

## Directions for filling out the petition of vacancy

Submit completed application (one application per parcel) with supporting documentation via email or US mail to the address at the top of the first page.

The duration of the redetermined status of each property will be made on a case by case basis. In future years, if available data indicates your parcel is likely vacant, you may need to file an updated petition of vacancy.

1. To qualify for approval of your petition, you must be the owner of the property. Please fill in your last, first and middle name, along with the parcel number, the property address, and your mailing address (if different). Your parcel number can be found on the top right corner of the Vacant Property Tax notice you received by mail. If this petition is approved, you will not be charged for this tax on your 2020-21 property tax bill.
2. The Oakland Vacant Property Tax (VPT) Ordinance authorizes the Petition of Vacancy process for a property owner whose property was initially determined to be vacant and subject to the Vacant Property Tax, but who claims the property to be in use for at least fifty (50) days during the relevant Calendar Year. The following provides the qualifications for redetermination and evidence and documentation required for approval:
  - A. Utility records proving that the subject property was occupied for at least fifty (50) days during the relevant Calendar Year.
  - B. or C. Any appropriate evidence demonstrating that the property was not vacant pursuant to OMC Section 4.56.020, including but not limited to photographs, records, and reports necessary to demonstrate the non-vacant status of the subject property.
  - D. An executed lease showing the property was leased out to a bona fide tenant; and/or utility records proving that the subject property was occupied for at least fifty (50) days during the 2019 Calendar Year.
  - E. Provide the parcel number, street address, and property owner name of the occupied residential parcel that is contiguous or within 500 feet of the undeveloped parcel for which a VPT notice was issued. Such qualified petitions will be mailed a form for the property owner to certify that the parcel is maintained so that it is not blight or a nuisance.
  - F. A map showing how the property functions as ingress and/or egress of persons or vehicles.
3. Be sure to print your name, sign, provide contact information and date the application. If a co-owner is listed on the property, they must also print their name, sign, provide contact information and date the application.

Submission of documents does not guarantee approval. Additional documentation may be requested. Submit applications and supporting documents via email to [oaklandVPT@sci-cg.com](mailto:oaklandVPT@sci-cg.com) or mail to:

City of Oakland VPT  
c/o VPT Administrator  
5627 Telegraph Ave  
#402  
Oakland, CA 94609

*Please note the above address is a commercial mail receiving agency and not an office.*

Applicants will be notified with an approval or denial letter no later than July 15 of the applicable property tax year.



**City of Oakland VPT**  
 c/o VPT Administrator  
 5627 Telegraph Ave #402  
 Oakland, CA 94609

Exhibit O.  
 Oakland-VPT-Petition-of-Vacancy-20  
 20- 028-02

[oaklandvpt@sci-cg.com](mailto:oaklandvpt@sci-cg.com)

(855) 831-1188

[oaklandca.gov/topics/vacantpropertytax](http://oaklandca.gov/topics/vacantpropertytax)

**PETITION OF VACANCY TO REVERSE NOTICE OF VACANCY FOR CALENDAR YEAR 2019**  
**TAX YEAR 2020-21**

PETITION MUST BE RECEIVED NO LATER THAN 20 DAYS AFTER DATE OF NOTICE OF VACANCY

For your petition to be considered, please complete the following (see reverse for directions):

1. Owner and property information:

Last Name	First Name	Middle
Parcel Number	Address	
	Oakland, CA 94_____	

2. I hereby petition for the reversal of the Notice of Vacancy and the imposition of the Vacant Property Tax as a property owner whose property was in use for at least fifty (50) days during the 2019 calendar year under Oakland Municipal Code 4.56.030(J)(1)(c); 4.56.080 Petition of Vacancy. (check all that apply) (see reverse for directions)

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- G. OTHER: The subject property has been sold to a different owner

3. I declare under penalty of perjury under the laws of the State of California that I own the parcel for which I am petitioning for removal of the Vacant Property Tax; that the reason(s) indicated above and the documents provided in support of this petition are true, and that all information provided herein is true to the best of my knowledge. I understand that if any of the above information is found to be untrue I may forfeit my eligibility. I further understand that this form may be subject to an audit, verification check, and possible denial of the petition. I hereby authorize the City of Oakland to verify all the information herein provided.

Owner's Name	Owner's Signature	Phone Number	Email	Date
	By			
Co-Owner's Name	Co-Owner's Signature	Phone Number	Email	Date

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1. To qualify for approval of your petition, you must be the owner of the property. Please fill in your last, first and middle name, along with the parcel number, the property address, and your mailing address (if different). Your parcel number can be found on the top right corner of the Vacant Property Tax notice you received by mail. If this petition is approved, you will not be charged for this tax on your 2020-21 property tax bill.
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  - D. An executed lease showing the property was leased out to a bona fide tenant; and/or utility records proving that the subject property was occupied for at least fifty (50) days during the 2019 Calendar Year.
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  - F. A map showing how the property functions as ingress and/or egress of persons or vehicles.
3. Be sure to print your name, sign, provide contact information and date the application. If a co-owner is listed on the property, they must also print their name, sign, provide contact information and date the application.

Submission of documents does not guarantee approval. Additional documentation may be requested. Submit applications and supporting documents via email to [oaklandVPT@sci-cg.com](mailto:oaklandVPT@sci-cg.com) or mail to:

City of Oakland VPT  
c/o VPT Administrator  
5627 Telegraph Ave  
#402  
Oakland, CA 94609

*Please note the above address is a commercial mail receiving agency and not an office.*

Applicants will be notified with an approval or denial letter no later than July 15 of the applicable property tax year.

## COMMERCIAL LEASE AND DEPOSIT RECEIPT

RECEIVED FROM Gruendl Inc., a California corporation (C1645486)

hereinafter referred to as LESSEE,  
the sum of \$6000.00,  
evidenced by cashier's check or wire transfer  
as a deposit which shall belong to Lessor and shall be applied as follows:

TOTAL	RECEIVED	BALANCE DUE BY
Rent for the period 12-10-18 to 1-10-19	\$2000	\$
Security deposit (not applicable toward last month's rent)	\$4000	\$
Other credit check	\$	\$
TOTAL	\$6000	\$
		Dec. 10, 2018

In the event this Lease is not accepted by the Lessor **within 2 days**, the total deposit received will be refunded.

Lessee offers to lease from Lessor the premises situated in the City of Oakland, County of Alameda, State of California described as Assessor parcels 28-2 (lots 14-18) with approximately 10,000 sq. ft. upon the following terms and conditions:

**1. TERM:** The term will commence on Dec. 10, 2018 and end on July 10, 2019.

**2. RENT:** The total rent will be \$16000.00, payable as follows: Payment of \$2000.00 on the first of each month

All rents will be paid to Lessor or his/her authorized agent, at the following address: Sunrise Properties, PO Box 2210, San Francisco, CA, 94126

or at such other places as may be designated by Lessor from time to time by simple first class mail, simple priority mail or by express mail, with waiver of signature. Tenant may not pay rent except as provided herein. If rent is paid by any other means, including any method that requires Owner's signature as a condition for receiving the rent, then there will be a \$50.00 charge to Tenant for each such instance.

In the event rent is not paid **within 6 days** after due date, Lessee agrees to pay a **late charge** of \$120 plus interest at 10% per annum on the delinquent amount. Lessee further agrees to pay \$ 50 for each dishonored bank check. The late charge period is not a grace period, and Lessor is entitled to make written demand for any rent if not paid when due.

**3. USE:** The premises are to be used for the operation of contractor storage and for no other purpose, without prior written consent of Lessor. Lessee will not commit any waste upon the premises, or any nuisance or any act, which may disturb the quiet enjoyment of any tenant in the building. The City also requires that businesses obtain a business license. Lessee may not use any of the adjacent land and agrees to pay an additional charge of \$2000.00 per month if Lessee encroaches on Assessor parcels 8, 10-1 or 27-2. Lessee will provide access to Assessor Parcel 27-2 to Lessor or another lessee..

**4. USES PROHIBITED:** Lessee will not use any portion of the premises for purposes other than those specified. No use will be made or permitted to be made upon the premises, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering the property. Lessee will not conduct or permit any sale by auction on the premises.

**5. ASSIGNMENT AND SUBLETTING:** Lessee will not assign this Lease or sublet any portion of the premises without prior written consent of the Lessor, which will not be unreasonably withheld. Any such assignment or subletting without consent will be void and, at the option of the Lessor, will terminate this Lease.

**6. ORDINANCES AND STATUTES:** Lessee will comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may later be in force, regarding the use of the premises. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the premises will, at the option of the Lessor, is deemed a breach of this Lease.

**7. MAINTENANCE, REPAIRS, and ALTERATIONS:** Unless otherwise indicated, Lessee acknowledges that the premises are in good order and repair. Lessee shall, at his/her own expense, maintain the premises in a good and safe condition, including plate glass, electrical wiring, plumbing and heating and air conditioning installations, and any other system or equipment. The premises will be surrendered, at termination of the Lease, in as good condition as received, normal wear and tear excepted. Lessee will be responsible for all repairs required, except the following which will be maintained by Lessor: roof, exterior walls, and structural foundations (including any retrofitting required by governmental authorities) and:

Lessee will also maintain in good condition property adjacent to the premises, such as sidewalks, driveways, lawns, and shrubbery, which would otherwise be maintained by Lessor.

No improvement or alteration of the premises will be made without the prior written consent of the Lessor. Prior to the commencement of any substantial repair, improvement, or alteration, Lessee will give Lessor at least **two (2) days written notice** in order that Lessor may post appropriate notices to avoid any liability for liens.

Lessee will install a fence or other barrier between East Goss Street portion (Assessor parcels 8 and 10-1) and the leased West 7<sup>th</sup> Street portion of the premises (Assessor parcel 28-2).

**8. ENTRY AND INSPECTION:** Lessee will permit Lessor or Lessor's agents to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises, and will permit Lessor, at any time **within sixty (60) days** prior to the expiration of this Lease, to place upon the premises any usual "For Lease" signs, and permit persons desiring to lease the premises to inspect the premises at reasonable times.

**9. INDEMNIFICATION OF LESSOR:** Lessor will not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the premises. Lessee agrees to hold Lessor harmless from any claims for damages arising out of Lessee's use of the premises, and to indemnify Lessor for any expense incurred by Lessor in defending any such claims.

**10. POSSESSION:** If Lessor is unable to deliver possession of the premises at the commencement date set forth above, Lessor will not be liable for any damage caused by the delay, nor will this Lease be void or voidable, but Lessee will not be liable for any rent until possession is delivered. Lessee may terminate this Lease if possession is not delivered **within 2 days** of the commencement term in Item 1.

**11. LESSEE'S INSURANCE:** Lessee, at his/her expense, will maintain plate glass, public liability, and property damage insurance insuring Lessee and Lessor with minimum coverage as follows: \$1 million per occurrence.

Lessee will provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The policy will require **ten (10) day's written notice to Lessor prior to cancellation or material change of coverage.**

**12. LESSOR'S INSURANCE:** Lessor will maintain hazard insurance covering one hundred percent (100%) actual cash value of the improvements throughout the Lease term. Lessor's insurance will not insure Lessee's personal property, leasehold improvements, or trade fixtures.

**13. SUBROGATION:** To the maximum extent permitted by insurance policies which may be owned by the parties, Lessor and Lessee waive any and all rights of subrogation which might otherwise exist.

**14. UTILITIES:** Lessee agrees that he/she will be responsible for the payment of all utilities, including water, gas, electricity, heat and other services delivered to the premises. Failure to pay utility bills is a default of Lessee's obligations under the terms of this lease. Lessor does not warrant that utilities are available.

**15. SIGNS:** Lessee will not place, maintain, nor permit any sign or awning on any exterior door, wall, or window of the premises without the express written consent of Lessor, which will not be unreasonably withheld.

**16. ABANDONMENT OF PREMISES:** Lessee will not vacate or abandon the premises at any time during the term of this Lease. If Lessee does abandon or vacate the premises, or is dispossessed by process of law, or otherwise, any personal property belonging to Lessee left on the premises will be deemed to be abandoned, at the option of Lessor.

**17. CONDEMNATION:** If any part of the premises is condemned for public use, and a part remains which is susceptible of occupation by Lessee, this Lease will, as to the part taken, terminate as of the date the condemnor acquires possession. Lessee will be required to pay such proportion of the rent for the remaining term as the value of the premises remaining bears to the total value of the premises at the date of condemnation; provided, however, that Lessor may at his/her option, terminate this Lease as of the date the condemnor acquires possession. In the event that the premises are condemned in whole, or the remainder is not susceptible for use by the Lessee, this Lease will terminate upon the date which the condemnor acquires possession. All sums which may be payable on account of any condemnation will belong solely to the Lessor; except that Lessee will be entitled to retain any amount awarded to him/her for his/her trade fixtures or moving expenses.

**18. TRADE FIXTURES:** Any and all improvements made to the premises during the term will belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination, remove all his/her trade fixtures, but will pay for all costs necessary to repair any damage to the premise occasioned by the removal.

**19. DESTRUCTION OF PREMISES:** In the event of a partial destruction of the premises during the term, from any cause, Lessor will promptly repair the premises, provided that such repairs can be reasonably made **within sixty (60) days**. Such partial destruction will not terminate this Lease, except that Lessee will be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs interferes with the business of Lessee on the premises. If the repairs cannot be made **within sixty (60) days**, this Lease may be terminated at the option of either party by giving written notice to the other party **within the sixty (60) day period**.

**20. HAZARDOUS MATERIALS:** Lessee will not use, store, or dispose of any hazardous substances upon the premises, except the use and storage of such substances that are customarily used in Lessee's business, and are in compliance with all environmental laws. A hazardous substance means any hazardous waste, substance, or toxic materials regulated under any environmental laws or regulations applicable to the property. Lessee will be responsible for the cost of removal of any toxic contamination caused by Lessee's use of the premises.

**21. INSOLVENCY:** The appointment of a receiver, an assignment for the benefit of creditors, or the filing of a petition in bankruptcy by or against Lessee, will constitute a breach of this Lease by Lessee.

**22. DEFAULT:** In the event of any breach of this Lease by Lessee, Lessor may, at his option, terminate the Lease and recover from Lessee:

- (a) the worth at the time of award of the unpaid rent which had been earned at the time of termination;
- (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided;
- (c) the worth at time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (d) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform his/her obligations under the Lease or which in the ordinary course of things would be likely to result therefrom.

Lessor may, in the alternative, continue this Lease in effect, as long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all of Lessor's rights and remedies under the lease, including the right to recover the rent as it becomes due under the Lease. If said breach of Lease continues, Lessor may, at any time thereafter, elect to terminate the Lease.

These provisions will not limit any other rights or remedies which the Lessor may have.

**23. SECURITY:** The security deposit will secure the performance of the Lessee's obligations. Lessor may, but will not be obligated to, apply all or portions of the deposit on account of the Lessee's obligations. Any balance remaining upon termination will be returned to Lessee. Lessee will not have the right to apply the security deposit in payment of the last month's rent.

**24. DEPOSIT REFUNDS:** The balance of all deposits will be refunded within three weeks (or as otherwise required by law), from date possession is delivered to Lessor or his/her authorized agent, together with a statement showing any charges made against the deposits by Lessor.

**25. ATTORNEY FEES:** In any action or proceeding involving a dispute between Lessor and Lessee arising out of this lease, the prevailing party will be entitled to reasonable attorney fees.

**26 WAIVER:** No failure of Lessor to enforce any term of this lease will be deemed to be a waiver.

**27. NOTICES:** Any notice which either party may or is required to give, will be given by mailing the notice, postage prepaid, to Lessee at the premises, or to Lessor at the address shown in Item 2, or at such other places as may be designated in writing by the parties from time to time. Notice will be effective **five days after mailing**, or on personal delivery, or when receipt is acknowledged in writing. Notices may be sent by Fax or e-mail as follows: Lessor: Fax 510.251.1840; e-mail [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net) and [editeur@earthlink.net](mailto:editeur@earthlink.net).

Lessee:

GREGORY GRUENDL, Gruendl, Inc. email: [greg@rayselectric.net](mailto:greg@rayselectric.net)  
fax: 510-577-7706

**28. HOLDING OVER:** Any holding over after the expiration of this Lease, with the consent of Owner, will be a month to month tenancy at a monthly rent of \$3000.00, payable in advance and otherwise subject to the terms of this Lease, as applicable, until either party will terminate the tenancy by giving the other party **thirty 30) days written notice**.

**29. TIME:** Time is of the essence of this Lease.

**30. HEIRS, ASSIGNS, and SUCCESSORS:** This Lease is binding upon and inures to the benefit of the heirs, assigns, and successors of the parties.

**31. TAX INCREASE:** NA

**32. COST OF LIVING INCREASE:** NA

**33. OPTION TO RENEW:** NA

**34. AMERICANS WITH DISABILITIES ACT:** The parties are alerted to the existence of the Americans with Disabilities Act, which may require costly structural modifications. The parties are advised to consult with a professional familiar with the requirements of the Act.



Dear Mr. Wofsky,

Thank you for re-sending the emails. Endgame is essentially the same – each parcel that was likely subject to the VPT has at least 1 approved exemption/petition. We did find your POV for 025, which has been approved, meaning that when revised ESC Notices are re-sent, you will not receive one for -025, because an approved POV is superior to an approved ESC. Hopefully that answers your previous question about why you had not received ESC Notices for the other parcels, which were already approved for POV as in-use.

APN	ESC Filed	POV Filed	Notes ESC	Notes POV
006 -0019-024-00	Yes - Pre Approved	Yes - Approved	ESC - Provided letter from city to support construction blocking access.	POV indicates studio art/choreography: REVIEW: engaged in the preservation of art: Nonassembly Cultural Activities that are primarily engaged in the display or preservation of objects of interest in the arts or sciences, for public, or private non-profit purposes. Examples of activities in this classification include but are not limited to the following: <ul style="list-style-type: none"> <li>• Publicly owned and nonprofit art galleries;</li> <li>• Plant conservatories;</li> <li>• Libraries;</li> <li>• Museums;</li> <li>• Observatories.</li> </ul> This classification also includes certain activities accessory to the above, as specified in Section 17.10.040.
006 -0019-008-00	Denied	Yes - Approved	ESC - Provided letter from city: "The City of Oakland has contracted with Ray's Electric, to make street and sidewalk improvements on 7th Street between Wood Street and Peralta Street" This property is on Wood street and not part of the city project map also supplied.	POV - Provided lease showing PG&E Leased property for 2 months in 2019. PGE use is accepted as legal use
006 -0019-010-01	Denied	Yes - Approved	ESC - Provided letter from city: "The City of Oakland has contracted with Ray's Electric, to make street and sidewalk improvements on 7th Street between Wood Street and Peralta Street" This property is on Wood street and not part of the city project map also supplied.	POV - Provided lease showing PG&E Leased property for 2 months in 2019. PGE use is accepted as legal use
006 -0019-027-02	Yes - Pre Approved	Yes - Approved	ESC - Provided letter from city to support construction blocking access.	POV - Provided lease showing PG&E Leased property for 2 months in 2019. PGE use is accepted as legal use

006 -0019-028-02	Yes - Pre Approved	Denied	Provided letter from city to support construction blocking access.	POV for leased as contractor storage 6 mos 2019 REVIEW Submitted lease for "contractor storage" for 6 months of 2019. Zoning tool shows outdoor storage prohibited at this location. Zoning tool shows construction support activities prohibited. No business permit associated with APN. No zoning clearance.
006 -0019-025-00	Yes - Pre Approved	Yes - Approved	ESC - Provided letter from city to support construction blocking access.	POV - Office allowed if interpreted as administrative services
006 -0019-014-00	N/A	N/A	Not subject to VPT - was not sent a notice. Property identified as not subject to VPT	

If you have a question about 028-02, please review OMC 4.56.080 B1 – the use and location of the activity must be allowed per planning code.

### OaklandVPT

855.831-1188 x200 Phone

[oaklandVPT@sci-cg.com](mailto:oaklandVPT@sci-cg.com)

***35 Years of Service to Public Agencies***

**From:** [hearst.common@jps.net](mailto:hearst.common@jps.net) <[hearst.common@jps.net](mailto:hearst.common@jps.net)>

**Sent:** Wednesday, July 15, 2020 5:09 PM

**To:** oaklandVPT <[oaklandVPT@sci-cg.com](mailto:oaklandVPT@sci-cg.com)>

**Cc:** 'Andrew Zacks' <[az@zfplaw.com](mailto:az@zfplaw.com)>; 'Sarah Hoffman' <[sarah@zfplaw.com](mailto:sarah@zfplaw.com)>; 'Mary Bhojwani' <[mary@zfplaw.com](mailto:mary@zfplaw.com)>; 'General Manager' <[editeur@earthlink.net](mailto:editeur@earthlink.net)>

**Subject:** Your Reply as of July 15, 2020. Your false denial of not having received 7 petitions and 7 exemption applications on March 13 and 15, 2020

Dear OaklandVPT,

Please confirm that your email of

**From:** oaklandVPT <[oaklandVPT@sci-cg.com](mailto:oaklandVPT@sci-cg.com)>

**Sent:** Friday, July 10, 2020 2:07 PM

**Subject:** IMPORTANT info re: your Notice - VPT Exceptional Specific Circumstances

Stated that we should not record any documents as had been required in your 2 letters dated July 1, 2020 and received by us on July 10, 2020 for the following 2 properties

006-0019-028-02

006-0019-025-20

In terms of your denials that you did not receive on March 13 and March 15, 2020

- 7 PETITIONS OF VACANCY TO REVERSE NOTICE OF VACANCY FOR CALENDAR YEAR 2019 -
  - 7 VACANT PROPERTY TAX EXCEPTIONAL SPECIFIC CIRCUMSTANCES EXEMPTION APPLICATIONS FOR CALENDAR YEAR 2019 -
- Together with all supporting documents, THIS IS A FALSE STATEMENT BY YOU.

I am now going to forward all 14 submittals with the date stamps of March 13 and March 15, 2020.

Yours

Alan Wofsy

GM

**From:** oaklandVPT <[oaklandVPT@sci-cg.com](mailto:oaklandVPT@sci-cg.com)>

**Sent:** Wednesday, July 15, 2020 4:39 PM

**To:** General Manager <[editeur@earthlink.net](mailto:editeur@earthlink.net)>

**Cc:** 'Andrew Zacks' <[az@zfplaw.com](mailto:az@zfplaw.com)>; 'Sarah Hoffman' <[sarah@zfplaw.com](mailto:sarah@zfplaw.com)>; 'Mary Bhojwani' <[mary@zfplaw.com](mailto:mary@zfplaw.com)>; Hearst Commons <[hearst.common@jps.net](mailto:hearst.common@jps.net)>

**Subject:** RE: No Reply as of July 14, 2020. Objections to : IMPORTANT info re: your Notice - VPT Exceptional Specific Circumstances

Hello,

The highlighted parcels were approved for Petition of Vacancy, except for -024, which is currently under review. We did not receive Petition of Vacancy for the parcels that you received the Exceptional Circ notice. 006-0019-028-02; 006-0019-025-20. Review of your emails showed that you submitted fewer than 14 applications, and did not include an ESC & POV app for each parcel. A review of the lease(s) was performed and we approved POV for parcels that were indicated on the lease, even though at least 1 of them had no POV submitted. Let us know if you have any further questions.

Approval letters will be mailed later this month.

### OaklandVPT

855.831-1188 x200 Phone

[oaklandVPT@sci-cg.com](mailto:oaklandVPT@sci-cg.com)

***35 Years of Service to Public Agencies***

**From:** General Manager <[editeur@earthlink.net](mailto:editeur@earthlink.net)>

**Sent:** Tuesday, July 14, 2020 5:16 PM

**To:** oaklandVPT <[oaklandVPT@sci-cg.com](mailto:oaklandVPT@sci-cg.com)>

**Cc:** 'Andrew Zacks' <[az@zfplaw.com](mailto:az@zfplaw.com)>; 'Sarah Hoffman' <[sarah@zfplaw.com](mailto:sarah@zfplaw.com)>; 'Mary Bhojwani' <[mary@zfplaw.com](mailto:mary@zfplaw.com)>; Hearst Commons <[hearst.common@jps.net](mailto:hearst.common@jps.net)>

**Subject:** No Reply as of July 14, 2020. Objections to : IMPORTANT info re: your Notice - VPT Exceptional Specific Circumstances

**From:** Hearst Commons <[hearst.common@jps.net](mailto:hearst.common@jps.net)>

**Reply-To:** Hearst Commons <[hearst.common@jps.net](mailto:hearst.common@jps.net)>

**Date:** Saturday, July 11, 2020 4:58 PM

**To:** 'oaklandVPT' <[oaklandVPT@sci-cg.com](mailto:oaklandVPT@sci-cg.com)>

**Cc:** 'Andrew Zacks' <[az@zfplaw.com](mailto:az@zfplaw.com)>; 'Sarah Hoffman' <[sarah@zfplaw.com](mailto:sarah@zfplaw.com)>; 'Mary Bhojwani' <[mary@zfplaw.com](mailto:mary@zfplaw.com)>; General Manager <[editeur@earthlink.net](mailto:editeur@earthlink.net)>

**Subject:** Objections to : IMPORTANT info re: your Notice - VPT Exceptional Specific Circumstances

## SUNRISE PROPERTIES

### Alan Wofsy & Associates

Offices: 401 Terry Francois St., Suite 202 , San Francisco, CA 94158-2133

Mailing Address: P.O. Box 2210, San Francisco, CA 94126

Oakland mailing address: P.O. Box 13266, Oakland, CA 94661

Website: [www.live-work.us](http://www.live-work.us)

Phone: 415-872-9711 fax: 415-292-6594 e-mail: [editeur@earthlink.net](mailto:editeur@earthlink.net)  
East Bay Office : phone 510-482-3677 fax 510-251-1840 [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net)

Dear **OaklandVPT**

What a mess!

You sent the 2 attached notices re: Exceptional Specific Circumstances , for 2 of 7 adjacent properties for which we submitted exemptions **both** for

- **PETITION OF VACANCY TO REVERSE NOTICE OF VACANCY and**
- **VACANT PROPERTY TAX EXCEPTIONAL SPECIFIC CIRCUMSTANCES EXEMPTION**

The notices you sent only referenced the exceptional exemption and not the petition of vacancy which was totally different.

You only reference 2 of the subject 7 properties all of which were timely petitioned with 2 separate types of petitions = 14 petitions.

The two properties you reference in your letters dated July 1, 2020 (but mailed much later) are:

006-0019-028-02

006-0019-025-20

The properties you did not reference for which petitions were timely filed **are**:

1720 7th Street	<b>006-0019-024</b>
1722-1724 7th St.	006-0019-025
7th St. & Wood st	006-0019-028-02
722 Wood St	<b>006-0019-008</b>
1731-1733 GossSt	<b>006-0019-010-01</b>
1715 Goss St	<b>006-0019-014</b>
1728-1730 7th St	<b>006-0019-027-02</b>

You write below that you have now withdrawn the 2 letters but do not explain why.

There are serious legal issues with the 2 letters:

- 1) You only gave the property owner until July 15, 2020 to record a document that clouds the title. We did not receive the 2 documents you dated July 1 until July 10. That means you gave much less time than you should have for a property owner to discuss these legal document with legal counsel. Five days is not enough time to review the legality and legal implications of your directives, and is an abuse of your authority.
- 2) There is no discussion or legal authority cited in your letters for requiring a property owner to record such a document which clouds title and appears as a lien of some kind on a title report.

Conclusion:

- A. You should address all 14 petitions we filed not, just 2.
- B. You need to follow property procedure and give owners at least 30 days to comply with - or object to - a directive, from the time the directive is actually received.

Yours

Alan Wofsy  
CEO

**From:** oaklandVPT <[oaklandVPT@sci-cg.com](mailto:oaklandVPT@sci-cg.com)>

**Sent:** Friday, July 10, 2020 2:07 PM

**Subject:** IMPORTANT info re: your Notice - VPT Exceptional Specific Circumstances

Hello,

We recently mailed you a Notice to be recorded with the County of Alameda Clerk-Recorder acknowledging your property was approved for an exemption from the Vacant Property Tax for an Exceptional Specific Circumstance.

We are currently working with the Clerk-Recorder to address issues about the substance of the Notice. **Please DO NOT mail, or drop off that notice**, as we had previously instructed. **We will mail you a corrected notice with instructions.**

If you have already sent your Notice to the Clerk-Recorder, their office will not process it as currently written. As stated above, you will receive a NEW notice, with instructions to complete your exemption. The due date of July 15 you had previously been required to adhere to is now waived.

We apologize for the confusion and inconvenience.

Stay tuned.

**OaklandVPT**

855.831-1188 Phone

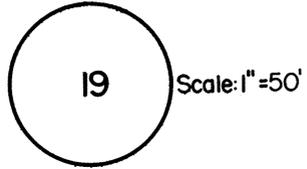
[oaklandVPT@sci-cg.com](mailto:oaklandVPT@sci-cg.com)

**35 Years of Service to Public Agencies**

# ASSESSOR'S MAP 6

Documents provided by DataTree LLC via its proprietary imaging and delivery system. Copyright 2003. All rights reserved.  
Code Area Nos. 17-046

Exhibit R, Parcel Maps of the 7th, Wood and Goss parking site

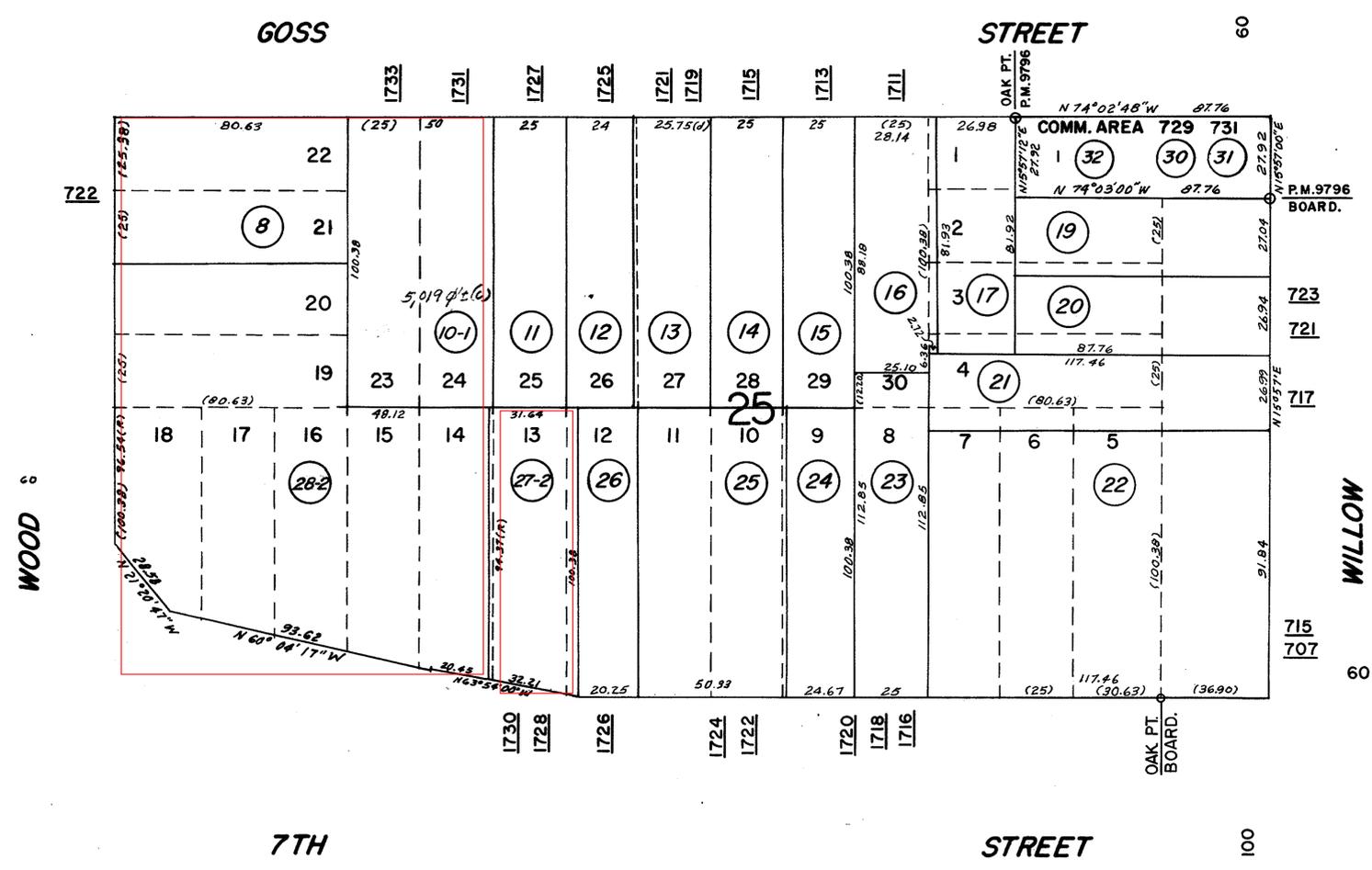
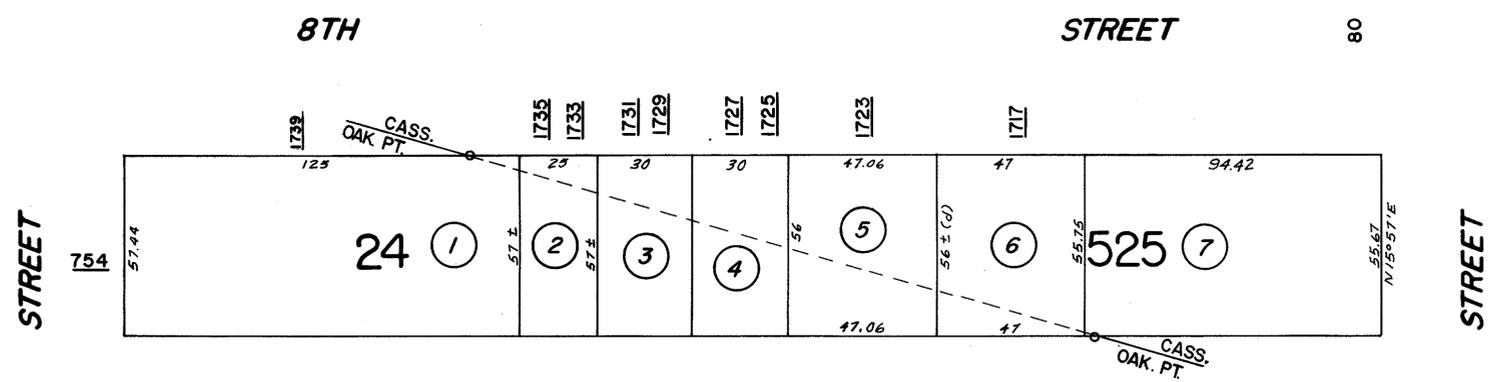


OAKLAND AND VICINITY (BOARDMAN) (Bk.17 Pg.14)  
OAKLAND PT.(R.R. FERRY LANDING) CITY OF OAKLAND TR.406(Bk.5 Pg.33)  
CASSERLY TRACT AT THE POINT (Bk.6 Pg.2)  
P.M. 9796 314/30-31

Drawn: 9-68 W.I.M. Revised: 5-14-76 RM  
2-4-94 JT 7-7-88 JT 3-30-89 CSL  
4-25-94 JT 4-27-04 EG 4-23-90 PB  
1-04-94 CSL 8-25-09 GD

Formerly: Blks. 505, 516

A.C.M.



37

37

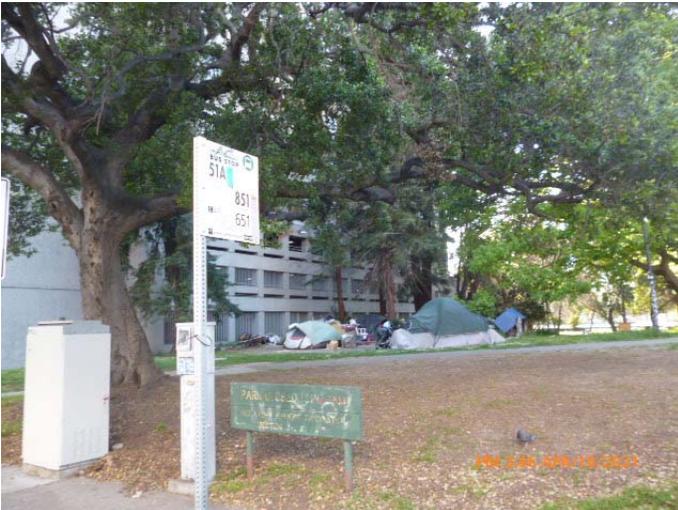
17

## Exhibit T

The City of Oakland allows vagrants to desecrate public parks and property while harassing the Owner and tenants of 7<sup>th</sup> & Wood for parking vehicles for which the lots have always been used. The lot is the closest private land to the Port of Oakland and the Tenants serve the Port of Oakland. The 7<sup>th</sup>& Wood site is kitty corner to the huge truck parking lot of the US Postal Service.



Park across from Kaiser Medical Center,  
Broadway and MacArthur. April 18, 2021.





## Exhibit V

The 7<sup>th</sup> and Wood site of Appellants has been a vehicle parking lot for many years. In recent years PG&E, EBMUD and the City of Oakland's own contractor Gruendl, dba Ray's Electric have used the land for truck and equipment parking and logistics.

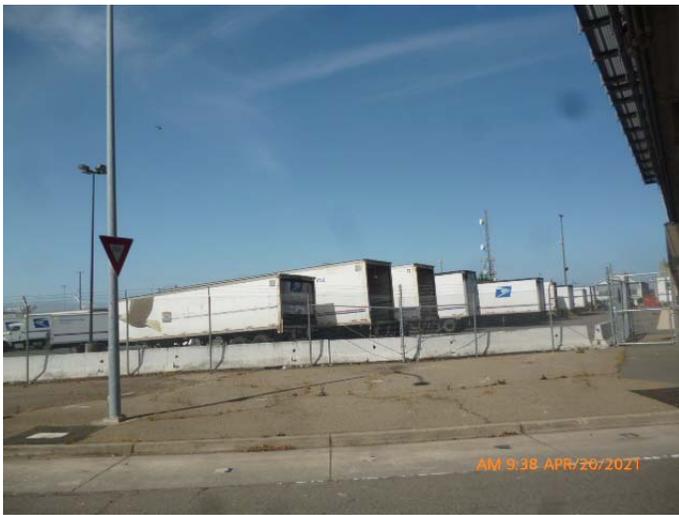
The property is the closest private land to the Port of Oakland and the current tenant American Roadway serves the Port of Oakland. The 7<sup>th</sup>& Wood site is kitty corner to the huge truck parking lot of the US Postal Service. Below are views of the USPS trucking facility across the street from the Appellants' property.



View from Appellants' gate at 7<sup>th</sup> and Wood to the USPS truck parking facility across 7<sup>th</sup> St.



View of the USPS truck parking lot from 7<sup>th</sup> & Wood



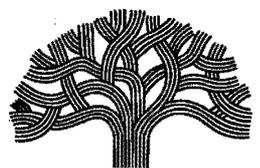
View of truck trailers at the USPS site at 7<sup>th</sup> & Wood



View of the USPS trucking facility looking northwest at 7<sup>th</sup> St. & Wood



View of a truck on 7<sup>th</sup> St. at Wood with USPS trucking facility behind.  
Many trucks park on 7<sup>th</sup> St. and other public streets in the area, whereas the 7<sup>th</sup> & Wood site provides off street parking.



FINANCIAL SERVICES AGENCY ■ 150 FRANK H. OGAWA PLAZA ■ SUITE 5342 ■ OAKLAND, CA 94612-2093

To submit an application visit:

**VACANTPROPERTYTAX.OAKLANDCA.GOV**

Best used with a desktop device

000145 2 3 1 \*\*\*\*AUTO\*\*ALL FOR AADC 940  
 ALAN WOFYSY & ASSOCIATES  
 PO BOX 2210  
 SAN FRANCISCO CA 94126-2210



Date of Notice: March 4, 2021  
 Assessor's Parcel Number: 6-19-8  
 Registration ID: 2021-4130259  
 Property Address:  
 722 WOOD ST  
 Tax Rate: \$6000

Dear Property Owner:

Why we are writing you

We are writing to notify you of the likely application of the Oakland Vacant Property Tax to your property. **Your lack of response may result in your property being deemed vacant and subject to the Vacant Property Tax.** If you believe your property was not vacant in calendar year 2020 or is exempt from the Vacant Property Tax, please review this letter carefully for instructions on how to submit an application and verification information.

On November 6, 2018, Oakland voters approved Measure W, the Oakland Vacant Property Tax ("VPT"). The VPT Act establishes an annual tax of \$3,000 to \$6,000 on vacant property. A property is considered "vacant" if it is "in use less than fifty (50) days in a calendar year," and not subject to any of ten (10) exemptions. The special tax rates are shown below:

Property Type	2020 Special Tax Rate
Residential	\$6,000 per parcel
Condominium, duplex, or townhome unit under separate ownership	\$3,000 per vacant residential unit
Nonresidential	\$6,000 per parcel
Parcel with ground floor commercial activity allowed but vacant	\$3,000 per parcel
Undeveloped	\$6,000 per parcel

On November 19, 2019, the Oakland City Council adopted Ordinance No. 13571 clarifying the definition of vacant, and further defining the ten (10) allowable exemptions. The allowable exemptions for qualified owners and properties are:

- A. "Very Low Income"
- B. "Financial Hardship"
- C. "Demonstrable Hardship Unrelated to Personal Finances"
- D. "Exceptional Specific Circumstances"
- E. "Active Construction"
- F. "Active Building Permit Application"
- G. "Low Income Senior"
- H. "Disabled Owner"
- I. "Non-profit Organization"
- J. "Substantially Complete Application for Planning"

What this means

Your property, as shown above, has been identified based on available data as likely vacant during calendar year 2020. This initial determination notice provides you the opportunity to file a "Petition of Vacancy" or apply for one of the ten (10) allowable exemptions.

What happens next

**To submit a qualified application and be granted relief from the VPT, visit VACANTPROPERTYTAX.OAKLANDCA.GOV and access the Oakland Vacant Property Tax Portal using your Assessor's Parcel Number and Registration ID, shown above.**

**Qualified applications must be complete and submitted by March 25, 2021, and must include appropriate evidence demonstrating that the property was not vacant or was entitled to an exemption.**

Qualified exemption applications and petitions will be reviewed, and the City may request further clarification or information. Upon review and approval of an application, the City will issue you a confirmation, within approximately 120 days.

Questions?

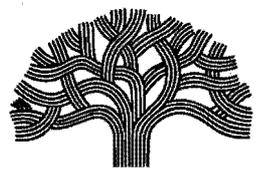
If you have any questions or require assistance, please contact the Vacant Property Tax administrator toll free at (855) 831-1188 or [VPTSupport@sci-cg.com](mailto:VPTSupport@sci-cg.com). All exemption application and petition of vacancy requirements and instructions can be accessed online at [vacantpropertytax.oaklandca.gov](http://vacantpropertytax.oaklandca.gov).



Sincerely,  
 City of Oakland  
 Finance Department

Para solicitar este aviso en español, chino, vietnamita u otro idioma, llame al (855) 831-1188 o mande un correo electrónico a [VPTSupport@sci-cg.com](mailto:VPTSupport@sci-cg.com)

欲索取此文件的西班牙文, 中文, 越南文或其它翻譯本, 請電(855) 831-1188, 或電郵 [VPTSupport@sci-cg.com](mailto:VPTSupport@sci-cg.com).



To submit an application visit:

**VACANTPROPERTYTAX.OAKLANDCA.GOV**

Best used with a desktop device

000147 2 3 1 \*\*\*\*AUTO\*\*ALL FOR AADC 940  
 ALAN WOFSY & ASSOCIATES  
 PO BOX 2210  
 SAN FRANCISCO CA 94126-2210



Date of Notice: March 4, 2021  
 Assessor's Parcel Number: 6-19-27-2  
 Registration ID: 2021-4130276  
 Property Address:  
 7TH ST  
 Tax Rate: \$6000

Dear Property Owner:

Why we are writing you

We are writing to notify you of the likely application of the Oakland Vacant Property Tax to your property. **Your lack of response may result in your property being deemed vacant and subject to the Vacant Property Tax.** If you believe your property was not vacant in calendar year 2020 or is exempt from the Vacant Property Tax, please review this letter carefully for instructions on how to submit an application and verification information.

On November 6, 2018, Oakland voters approved Measure W, the Oakland Vacant Property Tax ("VPT"). The VPT Act establishes an annual tax of \$3,000 to \$6,000 on vacant property. A property is considered "vacant" if it is "in use less than fifty (50) days in a calendar year," and not subject to any of ten (10) exemptions. The special tax rates are shown below:

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Parcel with ground floor commercial activity allowed but vacant	\$3,000 per parcel
Undeveloped	\$6,000 per parcel

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- A. "Very Low Income"
- B. "Financial Hardship"
- C. "Demonstrable Hardship Unrelated to Personal Finances"
- D. "Exceptional Specific Circumstances"
- E. "Active Construction"
- F. "Active Building Permit Application"
- G. "Low Income Senior"
- H. "Disabled Owner"
- I. "Non-profit Organization"
- J. "Substantially Complete Application for Planning"

What this means

Your property, as shown above, has been identified based on available data as likely vacant during calendar year 2020. This initial determination notice provides you the opportunity to file a "Petition of Vacancy" or apply for one of the ten (10) allowable exemptions.

What happens next

**To submit a qualified application and be granted relief from the VPT, visit VACANTPROPERTYTAX.OAKLANDCA.GOV and access the Oakland Vacant Property Tax Portal using your Assessor's Parcel Number and Registration ID, shown above.**

**Qualified applications must be complete and submitted by March 25, 2021, and must include appropriate evidence demonstrating that the property was not vacant or was entitled to an exemption.**

Qualified exemption applications and petitions will be reviewed, and the City may request further clarification or information. Upon review and approval of an application, the City will issue you a confirmation, within approximately 120 days.

Questions?

If you have any questions or require assistance, please contact the Vacant Property Tax administrator toll free at (855) 831-1188 or [VPTSupport@sci-cg.com](mailto:VPTSupport@sci-cg.com). All exemption application and petition of vacancy requirements and instructions can be accessed online at [vacantpropertytax.oaklandca.gov](http://vacantpropertytax.oaklandca.gov).

Sincerely,  
 City of Oakland  
 Finance Department

Para solicitar este aviso en español, chino, vietnamita u otro idioma, llame al (855) 831-1188 o mande un correo electrónico a [VPTSupport@sci-cg.com](mailto:VPTSupport@sci-cg.com)

欲索取此文件的西班牙文, 中文, 越南文或其它翻譯本, 請電(855) 831-1188, 或電郵 [VPTSupport@sci-cg.com](mailto:VPTSupport@sci-cg.com).





To submit an application visit:

**VACANTPROPERTYTAX.OAKLANDCA.GOV**

Best used with a desktop device

000146 2 3 1 \*\*\*\*AUTO\*\*ALL FOR AADC 940  
 ALAN WOFSY & ASSOCIATES  
 PO BOX 2210  
 SAN FRANCISCO CA 94126-2210



Date of Notice: March 4, 2021  
 Assessor's Parcel Number: 6-19-10-1  
 Registration ID: 2021-4130260  
 Property Address:  
 1731 GOSS ST  
 Tax Rate: \$6000

Dear Property Owner:

Why we are writing you

We are writing to notify you of the likely application of the Oakland Vacant Property Tax to your property. **Your lack of response may result in your property being deemed vacant and subject to the Vacant Property Tax.** If you believe your property was not vacant in calendar year 2020 or is exempt from the Vacant Property Tax, please review this letter carefully for instructions on how to submit an application and verification information.

On November 6, 2018, Oakland voters approved Measure W, the Oakland Vacant Property Tax ("VPT"). The VPT Act establishes an annual tax of \$3,000 to \$6,000 on vacant property. A property is considered "vacant" if it is "in use less than fifty (50) days in a calendar year," and not subject to any of ten (10) exemptions. The special tax rates are shown below:

Property Type	2020 Special Tax Rate
Residential	\$6,000 per parcel
Condominium, duplex, or townhome unit under separate ownership	\$3,000 per vacant residential unit
Nonresidential	\$6,000 per parcel
Parcel with ground floor commercial activity allowed but vacant	\$3,000 per parcel
Undeveloped	\$6,000 per parcel

On November 19, 2019, the Oakland City Council adopted Ordinance No. 13571 clarifying the definition of vacant, and further defining the ten (10) allowable exemptions. The allowable exemptions for qualified owners and properties are:

- A. "Very Low Income"
- B. "Financial Hardship"
- C. "Demonstrable Hardship Unrelated to Personal Finances"
- D. "Exceptional Specific Circumstances"
- E. "Active Construction"
- F. "Active Building Permit Application"
- G. "Low Income Senior"
- H. "Disabled Owner"
- I. "Non-profit Organization"
- J. "Substantially Complete Application for Planning"

What this means

Your property, as shown above, has been identified based on available data as likely vacant during calendar year 2020. This initial determination notice provides you the opportunity to file a "Petition of Vacancy" or apply for one of the ten (10) allowable exemptions.

What happens next

**To submit a qualified application and be granted relief from the VPT, visit VACANTPROPERTYTAX.OAKLANDCA.GOV and access the Oakland Vacant Property Tax Portal using your Assessor's Parcel Number and Registration ID, shown above.**

**Qualified applications must be complete and submitted by March 25, 2021, and must include appropriate evidence demonstrating that the property was not vacant or was entitled to an exemption.**

Questions?

Qualified exemption applications and petitions will be reviewed, and the City may request further clarification or information. Upon review and approval of an application, the City will issue you a confirmation, within approximately 120 days.

If you have any questions or require assistance, please contact the Vacant Property Tax administrator toll free at (855) 831-1188 or [VPTSupport@sci-cg.com](mailto:VPTSupport@sci-cg.com). All exemption application and petition of vacancy requirements and instructions can be accessed online at [vacantpropertytax.oaklandca.gov](http://vacantpropertytax.oaklandca.gov).

Sincerely,  
 City of Oakland  
 Finance Department

Para solicitar este aviso en español, chino, vietnamita u otro idioma, llame al (855) 831-1188 o mande un correo electrónico a [VPTSupport@sci-cg.com](mailto:VPTSupport@sci-cg.com)

欲索取此文件的西班牙文, 中文, 越南文或其它翻譯本, 請電(855) 831-1188, 或電郵 [VPTSupport@sci-cg.com](mailto:VPTSupport@sci-cg.com).





## Oakland Vacant Property Tax Portal

Logof

Tax Year: 2021-22

Select a parcel to work on: [Hide Parcel Grid](#)

	APN	Owner Name	Charge	Situs Address	# Apps
<a href="#">Select</a>	006 -0019-008-00	ALAN WOFSY & ASSOCIATES	\$6,000	722 WOOD ST OAKLAND	1
<a href="#">Select</a>	006 -0019-010-01	ALAN WOFSY & ASSOCIATES	\$6,000	1731 GOSS ST OAKLAND	1
<a href="#">Select</a>	006 -0019-027-02	ALAN WOFSY & ASSOCIATES	\$6,000	7TH ST OAKLAND	1

[Hide Applications](#) (1)

	Received Date	Exemption Type	Exemption Subtype	Status	Resolution Reason
<a href="#">Select</a>	03/22/2021	Petition of Vacancy	Non-Residential Properties	Input by Owner	

Already registered but need to add an owner/parcels? [Click Here](#)**Parcel Info** Parcel #3 of 3Parcel: 006 -0019-027-02 GIS Parcel: 6-19-27-2  
Situs Address: 7TH STCharge Amount: \$6,000  
Application Due Date: 3/25/2021**Contact Info****Owner Name:** ALAN WOFSY & ASSOCIATESEmail: [hearst.common@jps.net](mailto:hearst.common@jps.net)

DBA:

Mail Address: P O BOX 2210

Mail City: SAN FRANCISCO

Mail State: CA

Mail Zip: 94126

Home Phone: 510-482-3677

Bus Phone:

Cell Phone:

[Update Contact Info](#)

If changing your mailing address, the mailing address MUST also be updated with Alameda County. Any mailing address changes updated with VPT apply only to the current tax year. To ensure any future year notices are received, update with Alameda County by calling (510) 272-3800.

**Entering your Application**[Click HERE to View an explanation of Exemption Types](#) (or [Download PDF here](#))Select an Exemption Type  **Note – clicking the browser back button will log you out.  
Application has been Submitted****PETITION OF VACANCY TO REVERSE NOTICE OF VACANCY FOR  
CALENDAR YEAR 2020 TAX YEAR 2021-22** PETITION MUST BE RECEIVED NO LATER THAN 20 DAYS AFTER DATE OF NOTICE OF VACANCY

For your petition to be considered, please complete the following (see below for directions):

1. Ownership Information:

Last Name/Owner Name	First Name (if applicable)	Middle
Alan Wofsy & Associates, a California corporation *		

Parcel Number	Address
006 -0019-027-02	7TH ST * Oakland CA 94 <input type="text" value="607"/> *

2. I hereby petition for the reversal of the Notice of Vacancy and the imposition of the Vacant Property Tax as a property owner whose property was in use for at least fifty (50) days during the 2020 calendar year under Oakland Municipal Code 4.56.030(J)(1)(c); 4.56.080 Petition of Vacan (check ONE that applies) (see below for directions)

- A. RESIDENTIAL PROPERTIES: The subject property is a residential parcel, condominium, duplex, or townhouse unit and, was for at least fifty (50) days during the 2020 Calendar Year, used for physical occupancy by a lawful inhabitant. (See below for required verification documents)

- B. NONRESIDENTIAL PROPERTIES: The subject property is a nonresidential parcel, or undeveloped parcel, and was for at least fifty (50) days during the 2020 Calendar Year, used for carrying on of any civic, commercial, industrial, agricultural, or extractive activity, as those terms are defined by the Planning Code, and including any religious or community gatherings. **(See below for required verification documents)**
  - C. WAREHOUSING: The subject property is a Nonresidential parcel, used for warehousing, storage, or distribution activities and at least 40% of the parcel or unit's floorspace available for warehousing, storage, or distribution is occupied. **(See below for required verification documents)**
  - D. GROUND FLOOR COMMERCIAL PROPERTIES: The subject property is a ground floor commercial space, and was for at least fifty (50) days during the 2020 Calendar Year, leased out to a bona fide tenant intending to use the space for a legal activity, or actually occupied, by an Owner or some other party, for some substantially similar purpose. **(See below for required verification documents)**
  - E. The subject property is a maintained undeveloped parcel that is contiguous or within 500 feet of an occupied residential parcel owned by the same owner. **(See below for required verification documents)**
  - F. The subject property functions as ingress and egress of persons or vehicles across substantially all of the parcel. parcel owned by the same owner. **(See below for required verification documents)**
  - G. OTHER: The subject property has been sold to a different owner parcel owned by the same owner. **(See below for required verification documents)**
3. I declare under penalty of perjury under the laws of the State of California that I own the parcel for which I am requesting exemption from the Vacant Property Tax; that the reasons stated above are true, and that all information provided herein is true to the best of my knowledge. I understand that if any of the above information is found to be untrue, I may forfeit my eligibility. I further understand that this form may be subject to an audit, verification check, and possible denial of the exemption. I hereby authorize the City of Oakland to verify all the information herein provided.

Owner's Name	Owner's Signature	Phone Number	Email	Date
Alan Wofsy & Associates *	<input checked="" type="checkbox"/> Check to SIGN *	510-482-3677 *	hearst.common@jps.net *	3/22/2021 *Today
Co-Owner's Name	Co-Owner's Signature	Phone Number	Email	Date
	<input type="checkbox"/> Check to SIGN			Today

**For Option A, B, C: Please tell us how this property was used for at least 50 days during the relevant calendar year.**

Vehicle storage. This is an historic legal non-nonconforming use. The City has not disputed the use of the parcel.

**\* Required Fields**  
**Application has been Submitted**

[Click Here to Hide Document Uploads](#)

### Upload Supporting Verification Documents

The file has been uploaded. - File name: American Roadway signed lease.pdf  
 File Size: 450 kb, Content type: application/pdf

Select the Document Type you want to Upload (required, except for Exceptional Special Circumstances):

Document Description (optional; but required for Type Other):

**To Upload the Document:**

Step 1: Choose your Document file - Accepted FileTypes: .doc .docx .heic .heif .jpg .pdf .png .txt .xls .xlsx

No file chosen

Step 2: Upload your Document -

Document Description	Document Type	Document Filename
Lease	Legal Filings	American Roadway signed lease.pdf

### Directions for completing the Petition of Vacancy:

Submit completed application by providing all required information, and supporting documents as indicated.

**APPLICATIONS WILL NOT BE SUBMITTED UNTIL CLICKING "SUBMIT APPLICATION" ABOVE.**

Once your application has been submitted, you will receive a confirmation via email.

1. To qualify for the exemption, you must be the owner of the property. Please fill in your last, first and middle name, along with the parcel number and address. Your parcel number can be found on the top right corner of the VPT notice you received by mail. If this petition is approved, you will not be charged for this tax on your 2021-22 property tax bill.
2. The Oakland Vacant Property Tax (VPT) Ordinance authorizes the Petition of Vacancy process for a property owner whose property was initially determined to be vacant and subject to the Vacant Property Tax, but who claims the property to be in use for at least fifty (50) days during the relevant Calendar Year.  
The following provides the qualifications for redetermination and evidence and documentation required for approval:
  - A. PGE COMPLETE BILL, proving that the subject property was occupied for at least fifty (50) days during the relevant Calendar Year.  
A PGE complete statement from December of the relevant calendar year is strongly recommended. Other utility records can be accepted accepted if they are provided IN ADDITION to providing PGE statements. IF property is LEASED, a LEASE for the relevant Calendar Year acceptable.
  - B. or C. Any appropriate evidence demonstrating that the property was not vacant pursuant to OMC Section 4.56.020, including but not limited to photographs, records, and reports necessary to demonstrate the non-vacant status of the subject property.
  - D. An executed lease showing the property was leased out to a bona fide tenant; and/or utility records proving that the subject property was occupied for at least fifty (50) days during the 2020 Calendar Year.
  - E. Provide the parcel number, street address, and property owner name of the occupied residential parcel that is contiguous or within 500 feet of the undeveloped parcel for which a VPT notice was issued. Such qualified petitions will be mailed a form for the property owner to certify that the parcel is maintained so that it is not blight or a nuisance.
  - F. A map showing how the property functions as ingress and/or egress of persons or vehicles.
3. Owners and co-owners must complete, sign, date, and provide contact information on their application.

Submission of documents does not guarantee approval. Additional documentation may be requested.  
Check your application processing status by logging in to your account at [vacantpropertytax.oaklandca.gov](http://vacantpropertytax.oaklandca.gov).

Should you have a need for phone assistance, please contact (855)831-1188.

Email support is also available at [vptsupport@sci-cg.com](mailto:vptsupport@sci-cg.com)

Applicants will be notified with an approval or denial letter no later than July 15 of the applicable property tax year.



# Oakland Vacant Property Tax Portal

Logof

Tax Year: 2021-22

Select a parcel to work on: [Show All Parcels](#) 006 -0019-008-00 722 WOOD ST OAKLAND 94607

Already registered but need to add an owner/parcels? [Click Here](#)

**Parcel Info** Parcel #1 of 3

Parcel: 006 -0019-008-00 GIS Parcel: 6-19-8 Charge Amount: \$6,000  
 Situs Address: 722 WOOD ST Application Due Date: 3/25/2021

**Contact Info**

**Owner Name:** ALAN WOFSY & ASSOCIATES  
 Email: hearst.common@jps.net  
 DBA:

Mail Address: P O BOX 2210

Mail City: SAN FRANCISCO

Mail State: CA

Mail Zip: 94126

Home Phone: 5104823677

Bus Phone:

Cell Phone:

If changing your mailing address, the mailing address MUST also be updated with Alameda County. Any mailing address changes updated with VPT apply only to the current tax year. To ensure any future year notices are received, update with Alameda County by calling (510) 272-3800.

**Entering your Application**

[Click HERE to View an explanation of Exemption Types](#) (or [Download PDF here](#))

Select an Exemption Type

**Note – clicking the browser back button will log you out.  
 Application has been Submitted**

**PETITION OF VACANCY TO REVERSE NOTICE OF VACANCY FOR  
 CALENDAR YEAR 2020 TAX YEAR 2021-22**

**→ PETITION MUST BE RECEIVED NO LATER THAN 20 DAYS AFTER DATE OF NOTICE OF VACANCY**

For your petition to be considered, please complete the following (see below for directions):

1. Ownership Information:

Last Name/Owner Name	First Name (if applicable)	Middle
Alan Wofsy & Associates, a California corporation *		
Parcel Number	Address	
006 -0019-008-00	POB 2210, San Francisco , CA 94126, * Oakland CA 94 <input type="text" value="941"/> *	

2. I hereby petition for the reversal of the Notice of Vacancy and the imposition of the Vacant Property Tax as a property owner whose property was in use for at least fifty (50) days during the 2020 calendar year under Oakland Municipal Code 4.56.030(J)(1)(c); 4.56.080 Petition of Vacan (check ONE that applies) (see below for directions)

- A. RESIDENTIAL PROPERTIES: The subject property is a residential parcel, condominium, duplex, or townhouse unit and, was for at least fifty (50) days during the 2020 Calendar Year, used for physical occupancy by a lawful inhabitant. (See below for required verification documents)
- B. NONRESIDENTIAL PROPERTIES: The subject property is a nonresidential parcel, or undeveloped parcel, and was for at least fifty (50) days during the 2020 Calendar Year, used for carrying on of any civic, commercial, industrial, agricultural, or extractive activity, as those terms are defined by the Planning Code, and including any religious or community gatherings. (See below for required verification documents)
- C. WAREHOUSING: The subject property is a Nonresidential parcel, used for warehousing, storage, or distribution activities and at least 40% of the parcel or unit's floorspace available for warehousing, storage, or distribution is occupied. (See below for required verification documents)
- D. GROUND FLOOR COMMERCIAL PROPERTIES: The subject property is a ground floor commercial space, and was for at least

fifty (50) days during the 2020 Calendar Year, leased out to a bona fide tenant intending to use the space for a legal activity, or actually occupied, by an Owner or some other party, for some substantially similar purpose.

**(See below for required verification documents)**

- E. The subject property is a maintained undeveloped parcel that is contiguous or within 500 feet of an occupied residential parcel owned by the same owner. **(See below for required verification documents)**
- F. The subject property functions as ingress and egress of persons or vehicles across substantially all of the parcel. parcel owned by the same owner. **(See below for required verification documents)**
- G. OTHER: The subject property has been sold to a different owner parcel owned by the same owner. **(See below for required verification documents)**

3. I declare under penalty of perjury under the laws of the State of California that I own the parcel for which I am requesting exemption from the Vacant Property Tax; that the reasons stated above are true, and that all information provided herein is true to the best of my knowledge. I understand that if any of the above information is found to be untrue, I may forfeit my eligibility. I further understand that this form may be subject to an audit, verification check, and possible denial of the exemption. I hereby authorize the City of Oakland to verify all the information herein provided.

Owner's Name	Owner's Signature	Phone Number	Email	Date
Alan Wofsy & Associates *	<input checked="" type="checkbox"/> Check to SIGN *	5104823677 *	hearst.common@jps.net *	3/22/2021 *Today
Co-Owner's Name	Co-Owner's Signature	Phone Number	Email	Date
	<input type="checkbox"/> Check to SIGN			Today

**For Option A, B, C: Please tell us how this property was used for at least 50 days during the relevant calendar year.**

Vehicle storage. This is an historic legal non-nonconforming use. We have been granted an administrative hearing to confirm that the use is lawful.  
 Note: The American Roadway signed lease was entered as a lease in this form but your robot changed it to a legal

**\* Required Fields**  
**Application has been Submitted**

[Click Here to Hide Document Uploads](#)

**Upload Supporting Verification Documents**

The file has been uploaded. - File name: Administrative Review notice 2004220 2-3-20.pdf  
 File Size: 5604 kb, Content type: application/pdf

Select the Document Type you want to Upload (required, except for Exceptional Special Circumstances):

Legal Filings ▼

Document Description (optional; but required for Type Other):

Administrative Review -Appeal Hearing Approved

**To Upload the Document:**

Step 1: Choose your Document file -

Accepted FileTypes: .doc .docx .heic .heif .jpg .pdf .png .txt .xls .xlsx

No file chosen

Step 2: Upload your Document -

<a href="#">Document Description</a>	<a href="#">Document Type</a>	<a href="#">Document Filename</a>
N/A	Legal Filings	American Roadway signed lease.pdf
Administrative Review -Appeal Hearing Approved	Legal Filings	Administrative Review notice 2004220 2-3-20.pdf

**Directions for completing the Petition of Vacancy:**

Submit completed application by providing all required information, and supporting documents as indicated.

APPLICATIONS WILL NOT BE SUBMITTED UNTIL CLICKING "SUBMIT APPLICATION" ABOVE.

Once your application has been submitted, you will receive a confirmation via email.

1. To qualify for the exemption, you must be the owner of the property. Please fill in your last, first and middle name, along with the parcel number and address. Your parcel number can be found on the top right corner of the VPT notice you received by mail. If this petition is approved, you will not be charged for this tax on your 2021-22 property tax bill.



## Oakland Vacant Property Tax Portal

Logof

Tax Year: 2021-22

Select a parcel to work on: [Hide Parcel Grid](#)

	APN	Owner Name	Charge	Situs Address	# Apps
<a href="#">Select</a>	006 -0019-008-00	ALAN WOFSY & ASSOCIATES	\$6,000	722 WOOD ST OAKLAND	1
<a href="#">Select</a>	006 -0019-010-01	ALAN WOFSY & ASSOCIATES	\$6,000	1731 GOSS ST OAKLAND	1
<a href="#">Select</a>	006 -0019-027-02	ALAN WOFSY & ASSOCIATES	\$6,000	7TH ST OAKLAND	0

[Hide Applications](#) (1)

	Received Date	Exemption Type	Exemption Subtype	Status	Resolution Reason
<a href="#">Select</a>	03/22/2021	Petition of Vacancy	Non-Residential Properties	Input by Owner	

Already registered but need to add an owner/parcels? [Click Here](#)

### Parcel Info

Parcel #2 of 3  
 Parcel: 006 -0019-010-01 GIS Parcel: 6-19-10-1 Charge Amount: \$6,000  
 Situs Address: 1731 GOSS ST Application Due Date: 3/25/2021

### Contact Info

**Owner Name:** ALAN WOFSY & ASSOCIATES

Email: [hearst.common@jps.net](mailto:hearst.common@jps.net)

DBA:

Mail Address: P O BOX 2210

Mail City: SAN FRANCISCO

Mail State: CA

Mail Zip: 94126

Home Phone: 5104823677

Bus Phone:

Cell Phone:

[Update Contact Info](#)

If changing your mailing address, the mailing address MUST also be updated with Alameda County. Any mailing address changes updated with VPT apply only to the current tax year. To ensure any future year notices are received, update with Alameda County by calling (510) 272-3800.

### Entering your Application

[Click HERE to View an explanation of Exemption Types](#) (or [Download PDF here](#))

Select an Exemption Type

**Note – clicking the browser back button will log you out.  
 Application has been Submitted**

### **PETITION OF VACANCY TO REVERSE NOTICE OF VACANCY FOR CALENDAR YEAR 2020 TAX YEAR 2021-22**

PETITION MUST BE RECEIVED NO LATER THAN 20 DAYS AFTER DATE OF NOTICE OF VACANCY

For your petition to be considered, please complete the following (see below for directions):

1. Ownership Information:

Last Name/Owner Name	First Name (if applicable)	Middle
Alan Wofsy & Associates, a California corporation *		

Parcel Number	Address
006 -0019-010-01	1731 GOSS ST * Oakland CA 94 <input type="text" value="607"/> *

2. I hereby petition for the reversal of the Notice of Vacancy and the imposition of the Vacant Property Tax as a property owner whose property was in use for at least fifty (50) days during the 2020 calendar year under Oakland Municipal Code 4.56.030(J)(1)(c); 4.56.080 Petition of Vacan (check ONE that applies) (see below for directions)

- A. RESIDENTIAL PROPERTIES: The subject property is a residential parcel, condominium, duplex, or townhouse unit and, was for at least fifty (50) days during the 2020 Calendar Year, used for physical occupancy by a lawful inhabitant. (See below for required verification documents)

- B. NONRESIDENTIAL PROPERTIES: The subject property is a nonresidential parcel, or undeveloped parcel, and was for at least fifty (50) days during the 2020 Calendar Year, used for carrying on of any civic, commercial, industrial, agricultural, or extractive activity, as those terms are defined by the Planning Code, and including any religious or community gatherings. **(See below for required verification documents)**
  - C. WAREHOUSING: The subject property is a Nonresidential parcel, used for warehousing, storage, or distribution activities and at least 40% of the parcel or unit's floorspace available for warehousing, storage, or distribution is occupied. **(See below for required verification documents)**
  - D. GROUND FLOOR COMMERCIAL PROPERTIES: The subject property is a ground floor commercial space, and was for at least fifty (50) days during the 2020 Calendar Year, leased out to a bona fide tenant intending to use the space for a legal activity, or actually occupied, by an Owner or some other party, for some substantially similar purpose. **(See below for required verification documents)**
  - E. The subject property is a maintained undeveloped parcel that is contiguous or within 500 feet of an occupied residential parcel owned by the same owner. **(See below for required verification documents)**
  - F. The subject property functions as ingress and egress of persons or vehicles across substantially all of the parcel. parcel owned by the same owner. **(See below for required verification documents)**
  - G. OTHER: The subject property has been sold to a different owner parcel owned by the same owner. **(See below for required verification documents)**
3. I declare under penalty of perjury under the laws of the State of California that I own the parcel for which I am requesting exemption from the Vacant Property Tax; that the reasons stated above are true, and that all information provided herein is true to the best of my knowledge. I understand that if any of the above information is found to be untrue, I may forfeit my eligibility. I further understand that this form may be subject to an audit, verification check, and possible denial of the exemption. I hereby authorize the City of Oakland to verify all the information herein provided.

Owner's Name	Owner's Signature	Phone Number	Email	Date
Alan Wofsy & Associates *	<input checked="" type="checkbox"/> Check to SIGN *	5104823677 *	hearst.common@jps.net *	3/22/2021 *Today
Co-Owner's Name	Co-Owner's Signature	Phone Number	Email	Date
	<input type="checkbox"/> Check to SIGN			Today

**For Option A, B, C: Please tell us how this property was used for at least 50 days during the relevant calendar year.**

Vehicle storage. This is an historic legal non-nonconforming use. The City has not disputed the use of the property.

**\* Required Fields**  
**Application has been Submitted**

[Click Here to Hide Document Uploads](#)

### Upload Supporting Verification Documents

The file has been uploaded. - File name: American Roadway signed lease.pdf  
 File Size: 450 kb, Content type: application/pdf

Select the Document Type you want to Upload (required, except for Exceptional Special Circumstances): Legal Filings ▼

Document Description (optional; but required for Type Other): Lease

**To Upload the Document:**

Step 1: Choose your Document file - Accepted FileTypes: .doc .docx .heic .heif .jpg .pdf .png .txt .xls .xlsx

Choose File [No file chosen](#)

Step 2: Upload your Document - UPLOAD EXEMPTION DOCUMENT

Document Description	Document Type	Document Filename
Lease	Legal Filings	American Roadway signed lease.pdf

### Directions for completing the Petition of Vacancy:

Submit completed application by providing all required information, and supporting documents as indicated.

**APPLICATIONS WILL NOT BE SUBMITTED UNTIL CLICKING "SUBMIT APPLICATION" ABOVE.**

Once your application has been submitted, you will receive a confirmation via email.

1. To qualify for the exemption, you must be the owner of the property. Please fill in your last, first and middle name, along with the parcel number and address. Your parcel number can be found on the top right corner of the VPT notice you received by mail. If this petition is approved, you will not be charged for this tax on your 2021-22 property tax bill.

2. The Oakland Vacant Property Tax (VPT) Ordinance authorizes the Petition of Vacancy process for a property owner whose property was initially determined to be vacant and subject to the Vacant Property Tax, but who claims the property to be in use for at least fifty (50) days during the relevant Calendar Year.

The following provides the qualifications for redetermination and evidence and documentation required for approval:

- A. PGE COMPLETE BILL, proving that the subject property was occupied for at least fifty (50) days during the relevant Calendar Year. A PGE complete statement from December of the relevant calendar year is strongly recommended. Other utility records can be accepted if they are provided IN ADDITION to providing PGE statements. IF property is LEASED, a LEASE for the relevant Calendar Year acceptable.
- B. or C. Any appropriate evidence demonstrating that the property was not vacant pursuant to OMC Section 4.56.020, including but not limited to photographs, records, and reports necessary to demonstrate the non-vacant status of the subject property.
- D. An executed lease showing the property was leased out to a bona fide tenant; and/or utility records proving that the subject property was occupied for at least fifty (50) days during the 2020 Calendar Year.
- E. Provide the parcel number, street address, and property owner name of the occupied residential parcel that is contiguous or within 500 feet of the undeveloped parcel for which a VPT notice was issued. Such qualified petitions will be mailed a form for the property owner to certify that the parcel is maintained so that it is not blight or a nuisance.
- F. A map showing how the property functions as ingress and/or egress of persons or vehicles.

3. Owners and co-owners must complete, sign, date, and provide contact information on their application.

Submission of documents does not guarantee approval. Additional documentation may be requested.  
Check your application processing status by logging in to your account at [vacantpropertytax.oaklandca.gov](http://vacantpropertytax.oaklandca.gov).

Should you have a need for phone assistance, please contact (855)831-1188.

Email support is also available at [vptsupport@sci-cg.com](mailto:vptsupport@sci-cg.com)

Applicants will be notified with an approval or denial letter no later than July 15 of the applicable property tax year.

2. The Oakland Vacant Property Tax (VPT) Ordinance authorizes the Petition of Vacancy process for a property owner whose property was initially determined to be vacant and subject to the Vacant Property Tax, but who claims the property to be in use for at least fifty (50) days during the relevant Calendar Year.

The following provides the qualifications for redetermination and evidence and documentation required for approval:

- A. PGE COMPLETE BILL, proving that the subject property was occupied for at least fifty (50) days during the relevant Calendar Year. A PGE complete statement from December of the relevant calendar year is strongly recommended. Other utility records can be accepted if they are provided IN ADDITION to providing PGE statements. IF property is LEASED, a LEASE for the relevant Calendar Year acceptable.
- B. or C. Any appropriate evidence demonstrating that the property was not vacant pursuant to OMC Section 4.56.020, including but not limited to photographs, records, and reports necessary to demonstrate the non-vacant status of the subject property.
- D. An executed lease showing the property was leased out to a bona fide tenant; and/or utility records proving that the subject property was occupied for at least fifty (50) days during the 2020 Calendar Year.
- E. Provide the parcel number, street address, and property owner name of the occupied residential parcel that is contiguous or within 500 feet of the undeveloped parcel for which a VPT notice was issued. Such qualified petitions will be mailed a form for the property owner to certify that the parcel is maintained so that it is not blight or a nuisance.
- F. A map showing how the property functions as ingress and/or egress of persons or vehicles.

3. Owners and co-owners must complete, sign, date, and provide contact information on their application.

Submission of documents does not guarantee approval. Additional documentation may be requested.  
Check your application processing status by logging in to your account at [vacantpropertytax.oaklandca.gov](http://vacantpropertytax.oaklandca.gov).

Should you have a need for phone assistance, please contact (855)831-1188.

Email support is also available at [vptsupport@sci-cg.com](mailto:vptsupport@sci-cg.com)

Applicants will be notified with an approval or denial letter no later than July 15 of the applicable property tax year.



**CITY OF OAKLAND**  
**APPEAL FORM**  
**FOR DECISION TO PLANNING COMMISSION, CITY**  
**COUNCIL OR HEARING OFFICER**

**PROJECT INFORMATION**

Case No. of Appealed Project: DET210070 & DET210071  
 Project Address of Appealed Project: 0 7TH Street; APN: 006-0019-028-02 - 722 Wood Street; APN: 006-0019-008-00  
 Assigned Case Planner/City Staff: Eva Wu; Robert Merkamp

**APPELLANT INFORMATION:**

Printed Name: Todd A. Williams, Wendel Rosen LLP Phone Number: 510-622-7630  
 Mailing Address: 1111 Broadway, 24th Fl Alternate Contact Number: 510 834 6600  
 City/Zip Code Oakland, CA 94607 Representing: Alan Wofsy & Associates & Sunrise Properties  
 Email: ToddWilliams@wendel.com

**An appeal is hereby submitted on:**

**AN ADMINISTRATIVE DECISION (APPEALABLE TO THE CITY PLANNING COMMISSION OR HEARING OFFICER)**

**YOU MUST INDICATE ALL THAT APPLY:**

- Approving an application on an Administrative Decision
- Denying an application for an Administrative Decision
- Administrative Determination or Interpretation by the Zoning Administrator
- Other (please specify) \_\_\_\_\_

**Please identify the specific Administrative Decision/Determination Upon Which Your Appeal is Based Pursuant to the Oakland Municipal and Planning Codes listed below:**

- Administrative Determination or Interpretation (OPC Sec. 17.132.020)
  - Determination of General Plan Conformity (OPC Sec. 17.01.080)
  - Design Review (OPC Sec. 17.136.080)
  - Small Project Design Review (OPC Sec. 17.136.130)
  - Minor Conditional Use Permit (OPC Sec. 17.134.060)
  - Minor Variance (OPC Sec. 17.148.060)
  - Tentative Parcel Map (OMC Section 16.304.100)
  - Certain Environmental Determinations (OPC Sec. 17.158.220)
  - Creek Protection Permit (OMC Sec. 13.16.450)
  - Creek Determination (OMC Sec. 13.16.460)
  - City Planner's determination regarding a revocation hearing (OPC Sec. 17.152.080)
  - Hearing Officer's revocation/impose or amend conditions (OPC Sec. 17.152.150 &/or 17.156.160)
  - Other (please specify) \_\_\_\_\_

*(Continued on reverse)*

(Continued)

- A DECISION OF THE CITY PLANNING COMMISSION (APPEALABLE TO THE CITY COUNCIL)**       Granting an application to:      **OR**       Denying an application to:

**YOU MUST INDICATE ALL THAT APPLY:**

**Pursuant to the Oakland Municipal and Planning Codes listed below:**

- Major Conditional Use Permit (OPC Sec. 17.134.070)
- Major Variance (OPC Sec. 17.148.070)
- Design Review (OPC Sec. 17.136.090)
- Tentative Map (OMC Sec. 16.32.090)
- Planned Unit Development (OPC Sec. 17.140.070)
- Environmental Impact Report Certification (OPC Sec. 17.158.220F)
- Rezoning, Landmark Designation, Development Control Map, Law Change (OPC Sec. 17.144.070)
- Revocation/impose or amend conditions (OPC Sec. 17.152.160)
- Revocation of Deemed Approved Status (OPC Sec. 17.156.170)
- Other (please specify) \_\_\_\_\_

**FOR ANY APPEAL:** An appeal in accordance with the sections of the Oakland Municipal and Planning Codes listed above shall state specifically wherein it is claimed there was an error or abuse of discretion by the Zoning Administrator, other administrative decisionmaker or Commission (Advisory Agency) or wherein their/its decision is not supported by substantial evidence in the record, or in the case of Rezoning, Landmark Designation, Development Control Map, or Law Change by the Commission, shall state specifically wherein it is claimed the Commission erred in its decision. The appeal must be accompanied by the required fee pursuant to the City's Master Fee Schedule.

**You must raise each and every issue you wish to appeal on this Appeal Form (or attached additional sheets). Failure to raise each and every issue you wish to challenge/appeal on this Appeal Form (or attached additional sheets), and provide supporting documentation along with this Appeal Form, may preclude you from raising such issues during your appeal and/or in court.** However, the appeal will be limited to issues and/or evidence presented to the decision-maker prior to the close of the public hearing/comment period on the matter.

**The appeal is based on the following:** *(Attach additional sheets as needed.)*

See attached sheets.

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**Supporting Evidence or Documents Attached.** *(The appellant must submit all supporting evidence along with this Appeal Form; however, the appeal will be limited evidence presented to the decision-maker prior to the close of the public hearing/comment period on the matter.*

(Continued on reverse)

(Continued)



\_\_\_\_\_  
*Signature of Appellant or Representative of  
Appealing Organization*

\_\_\_\_\_  
June 21, 2021

*Date*

***TO BE COMPLETED BY STAFF BASED ON APPEAL TYPE AND APPLICABLE FEE***

APPEAL FEE:           \$ \_\_\_\_\_

Fees are subject to change without prior notice. The fees charged will be those that are in effect at the time of application submittal. All fees are due at submittal of application.

**Below For Staff Use Only**

**Date/Time Received Stamp Below:**

**Cashier's Receipt Stamp Below:**

**Basis of Appeal re: DET210070 & DET210071 in the Appeals of Code Enforcement Case Nos. 2004259 and 2004220 (Notice of Violation Code Enforcement Case Nos. 2004220 and 2004259)**

The following discussion sets forth the grounds for appeal of the Zoning Managers Determination Letter dated June 11, 2021 regarding DET210070 and DET210071.

Appellant and its associated company own four parcels of land at the southeast corner of 7<sup>th</sup>, Wood and Goss streets. (See Exhibit R). For 40-50 years these parcels served as the parking lot for Esther's Orbit Room, owned by Esther Mabry (See Exhibit H). Since purchasing the four parcels of land and other lots with buildings on the same block from the heirs of Esther Mabry, Appellant has been leasing the lots for parking uses to entities that provide a public service to the City of Oakland. These entities have continued the historic use of the lots for vehicle parking that has been in place since at least 1980. (See Exhibits I and J). The ultimate use of the land is anticipated to be for a residential mixed-use development and Appellant has been in contact with many would-be developers over the past six years and has been actively marketing the site.

The current tenant is American Roadway, Inc., a woman and minority-owned trucking company that serves the Port of Oakland. As can be seen from Exhibits A and B, they have a low key and well-organized operation. It is in the public interest to allow their use to continue until the site can be developed. This use not only serves the City of Oakland but also deters the vandalism, and trespassing that occur when the land is vacant. Furthermore, the tenant provides employment to Oakland and Alameda county residents.

**I. Unapproved industrial activities [The NOV dated April 6, 2021, does not specify any industrial use.]**

**A. Discussion on the legal nonconforming uses:**

The subject parcels, which are separate parcels from adjacent uses, have been continuously used for vehicle and equipment storage for at least 40 years. Such uses are grandfathered legal nonconforming uses as defined in Oakland Planning Code, Section 17.09.040. Section 17.114.030 confirms "that Fundamental Vested Rights [are] Not Abrogated by Code Adoption or Amendment [and] shall not abrogate any fundamental vested rights established pursuant to State law."

The vast majority of the site was zoned for industrial uses as recently as 10 years ago when vehicle parking was an existing and conforming use. In 2011, the City changed the zoning from M-30 to CC-2. The M-30 zone allows truck yards per OMC section 17.72.030. Exhibits G, H, I and J demonstrate that the site has been used historically for the storage of a variety of vehicles and in recent years has been used for the storage of trucks and equipment by entities that serve the City and Port of Oakland.

Gregory Gruendl, Gruendl, Inc., leased the property at 7<sup>th</sup> & Wood during the latter part of 2018 and through most of 2019. Gruendl, Inc., owned by Gregory Gruendl dba Ray's Electric was the contractor for the City of Oakland for the 7th Street WOTV Streetscape project. Gruendl used the site for the parking, staging and operation of trucks, construction equipment and building materials with the knowledge and consent of the City of Oakland. Officials who supervised Gruendl were Robert Vance, P.E. and Luis Camacho, both of the City's Public Works Department.

Prior and subsequent to Gruendl's use, the parcels have also been leased to EBMUD, PG&E and a development firm of Edward J. Heath, for truck and equipment storage without any objection from the City of Oakland. During all these times, the City made no objection to the use of the site for vehicle and truck storage. In addition, historic aerial photographs show that the property has been used for parking dating back to at least 1980. The City has not demonstrated that the site was not so used during this period.

### **B. Discussion on the City's obligation to permit historic and/or viable uses due to the punitive nature of the Vacant Property Tax**

In Exhibits M, N, O and P, Appellant provides the basis for the obligation of the City of Oakland to permit historic and/or viable uses on land that would otherwise be vacant. The subject properties are only suitable for vehicle storage until such time as a residential or mixed-use development is economically feasible.

Appellants have actively marketed the site for sale or lease for the past seven years (see Exhibits Z-1 <https://listingmanager.costar.com/listing/6axJmKEyE8GD3Kg0> and Z-II <https://listingmanager.costar.com/listing/RGbqDvgkq3YPveQy>; and listings on [Loopnet & Costar](#)) and have been in contact with numerous would-be developers, none of whom have been able to develop a feasible new construction project. As a matter of equity and civil rights, the City cannot impose a vacant parcel tax on a property while prohibiting its use for historic and/or viable purposes.

The parcels have been used for vehicle parking since at least 1980, serving as the parking lot for the jazz club “Esther’s Orbit Room.” (See Exhibit H.) Since Appellants purchased the property in Nov. 2014, the lots have continued to be used for vehicle parking, including truck and equipment parking, and staging by EBMUD, PG&E and the City of Oakland’s own contractors. The parcels are only suitable for vehicle storage. They have been rented for these uses for the past six years by Appellant and were used for the previous decades by the late Esther Mabry as a parking lot for Esther’s Orbit room.

The vacant lots at the site have not been feasible to develop, although they are for sale and were in escrow with a developer for a couple of years. It is highly unreasonable of the City approve the use of the site for vehicle storage for their own contractors for a City project, only to later take the position that the use is illegal and to impose a tax and prevent the owner from using a parcel for the historic, and only feasible use, in order to avoid the City's confiscatory tax. Such an action amounts to a regulatory taking.

**C. The City is Estopped from Prohibiting Vehicle/Truck Parking on the Site and Doing So Would Also Violate Appellant's Equal Protection and Due Process Rights**

The City is estopped from enforcing a prohibition on vehicle/truck parking on the site since the City was aware of, and approved of its use, the owner/appellant relied on such approval and the City's change of position would inflict damage on the owner/appellant. Moreover, estopping the City's enforcement in this circumstance would not contravene any important public policy since the use as a vehicle/truck parking lot is historic, and serves a public good as set forth below.

The City should not be allowed to allow the use when it benefits the City (e.g. for its contractor Gruendl, Inc. and Ray's Electric and their subcontractors, but disallow such use for others. (See Exhibits D, E, F and J in Nov. 25, 2021 appeal of the original Nov. 3, 2020 NOVs.) Such unequal treatment runs afoul of equal protection and due process protections under the United States Constitution.

**D. Discussion on Appellant’s application for a business license for a parking lot**

Appellant applied for a business license for a parking lot on August 2, 2020. (See Exhibit K.) Appellant subsequently communicated in August, 2020 with Chuck

Maurer, the Revenue Operation Supervisor, of the City of Oakland to include all four contiguous parcels on the same business license since it is impractical to have a separate business license for each parcel. Appellant is waiting for a solution from the City for a business license for all four parcels as a parking lot. The license is not for a parking lot being rented by the hour or day but for a lot being used by a business for its own vehicles. (See Exhibit L.) This application, which predated the NOV's and the determination letters, remains pending.

**E. Discussion on Unapproved industrial activities.**

As can be seen in Exhibits A and B, there are no "industrial" activities on the property. It is unreasonable to claim that the mere parking of trucks constitutes an industrial activity. The trucks do not idle since they are not in a queue, and as mentioned below, they are equipped with regulated emissions filtration equipment and located in extremely close proximity to the Port of Oakland.

**F. The Subject property is consistent with adjacent uses and serves as a gateway to the Port of Oakland**

The property covered by this appeal is the closest private property to the Port of Oakland and provides off street parking for trucks serving the Port. Many other trucks park on public streets blocking access to residential and commercial properties. Across the street from the subject property is a huge truck parking facility that is operated by the US Postal Service. See Exhibit V. See also discussion below in Section I.I, below.

**G. The City of Oakland allows the desecration of public spaces but is harassing the owner and tenant of the subject property who provide a public service to the City and Port of Oakland**

The City has allowed many public spaces to be taken over by unhoused persons who have made these spaces into blighted areas. It is unreasonable to allow such areas to degrade and then harass the owner of the subject property who is maintaining a clean property and providing a service to the City of Oakland and which property would otherwise be subject to the punitive City of Oakland Vacant Property Tax.

See Exhibit T for an example of the City allowing the despoilation of a prominent park across the street from the major Kaiser Medical Facility and Hospital at

## Broadway and MacArthur. **H. Local and Nationwide Need for Off-Street Truck Parking**

As set forth in the West Oakland Truck Management Plan (WOTMP), dated October 29, 2018, “The Port and the City do not own or operate the trucks operating at the Port and Oakland Army Base (OAB). The trucks are owned and operated by motor carriers or independent owner-operator contractors.” These independent truckers need safe off street parking so they to do park on City streets. As detailed further in Section I.I, below, the property that is the subject of this appeal is the closest parking lot to the Port of Oakland and across the street from the major trucking facility operated by the US Postal Service.

In addition to serving Oakland’s needs for off-street truck parking close to the Port of Oakland, the property that is the subject of this Appeal is also satisfying the important Nationwide need for safe truck parking spaces. As set forth on the website of the US Dept. of Transportation [https://ops.fhwa.dot.gov/Freight/infrastructure/truck\\_parking/index.htm](https://ops.fhwa.dot.gov/Freight/infrastructure/truck_parking/index.htm) :

### ***Truck Parking***

*Truck parking shortages are a national safety concern. Commercial truck drivers need access to safe, secure, and accessible truck parking. With the projected growth of truck traffic, the demand for truck parking will continue to outpace the supply of public and private parking facilities and will only exacerbate the truck parking problems experienced in many regions.*

*An inadequate supply of truck parking spaces can result in negative consequences. Tired truck drivers may continue to drive because they have difficulty finding a place to park for rest. Truck drivers may choose to park at unsafe locations, such as on the shoulder of the road, exit ramps, or vacant lots, if they are unable to locate official, available parking.*

*Numerous public, private, academic and non-profit studies have been completed on the adequacy of truck parking, and these studies have some common findings*

*including an expected growth in truck activity, severe shortages of parking for trucks, lack of information on truck parking opportunities, and challenges due to limited delivery windows and specific rest requirements. The links below provide information to the authorized programs and activities that support truck parking, as well as the reports, surveys and historical information for truck parking.*

The importance of freight movement came into sharp focus during the pandemic. The City should facilitate the thoughtful movement of commerce to and from the Port and additional truck parking areas near the Port, such as the Property, are needed into to move goods and take pressure off local neighborhood streets.

### **I. The City's Prohibition on Truck Parking at the Property in Question is Arbitrary and Capricious.**

As the West Oakland Truck Management Plan ("WOTMP") acknowledges, trucks are allowed to park on public streets in commercial zones for 72 hours unless posted. (See W. Oakland Truck Mgmt. Plan, App. A, Truck Parking Technical Memorandum, <https://www.portofoakland.com/files/PDF/TMP%20Appendices-web.pdf>, dated Feb. 22, 2019 at p. 1 ["Commercial trucks are allowed to park in commercial and industrial areas for up to 72 hours, unless restricted by posted signage on a specific block."] As such, it is irrational, arbitrary and capricious to prohibit truck parking in a gated lot that is adjacent to a commercial street (7<sup>th</sup> Street) adjacent to the Port and approve truck routes, since allowing such parking is safer and has less impact on the public than a rotating array of trucks parking on public streets.

Moreover, the WOTMP notes that community input regarding parking noted that trailers parked on West Oakland streets "create an eyesore and are nuisance," "some truck drivers park on City streets because they do not know where off-street parking is available," and the cost of parking at the Port may be too expensive, causing truck drivers to park in West Oakland. (WOTMP, Appendix A, Technical Memo at p. 4 ["There is broad agreement among stakeholders and City and Port staff that unattached trailers should not be stored on city streets. Chassis should be returned to the marine terminals, chassis leasing company lots, or **other appropriate off-street areas.**" (emphasis added)].)

The 7<sup>th</sup> and Wood site helps to remedy, rather than exacerbate, issues relating to on-street truck and vehicle parking in West Oakland. Parking at the site

has been on-going for over four decades, and is reasonable in that its location is adjacent to 7<sup>th</sup> Street, the Port of Oakland, the USPS facility, and major freeway and BART lines. The intersection of 7<sup>th</sup> and Wood, and 7<sup>th</sup> Street heading west from the Property is a designated Truck Route with direct freeway access to I-880, as well as to the Port, Maritime Street and Middle Harbor. (WOTMP, App. B, p. 4 Exh. 1.) The I-880 onramp/offramp located a block from the Property is the second-most used access to/from the Port. (WOTMP, App. B, p. 8 Exh. 2 [accounting for 32% of the trips from the Port and 27% of trips to the Port].) As such, use of the Property for Truck Parking clearly helps keep trucks off prohibited streets and non-truck routes in West Oakland and east of Wood Street.

As the WOTMP notes, the Port and City are required to provide 15 acres each of truck parking, but as of March 2019 the City has only provided 3 acres out of the required 15, meaning the combined City/Port parking area was deficient by approximately 40% or 12 acres. (WOTMP, App. E at p. 1 [Port Memo- Truck Background].)

Not surprisingly, users of the Property, including American Roadway owned by Maria Xocol), attest to its usefulness and convenience. (See Exhibit AA, letter from Christian Cap of American Roadway.) Mr. Cap notes that it is extremely hard to find a parking lot with close proximity to the Port, so trucks end up on public streets rather than in lots. Moreover, the Property's close location to the Port, allows for a shorter commute for his drivers, and a reduction in pollution and congestion in comparison to other locations. (Mr. Cap also notes that his trucks are equipped with emission filtration equipment, and are registered and regulated by the Bay Area Air Quality Management District.)

For all the above reasons, the historic use of the Property site for vehicle/truck parking should be allowed to continue. Additional submittals may be made prior to the hearing of the appeal.

# List of Exhibits

## Appeal of DET210070 and DET210071

**Exhibit A.** NOVs No. 2004220 and 224259. Picture taken by the City of Oakland on Oct. 16, 2020, showing no overgrown vegetation, no accumulation of trash and no industrial uses on the 7<sup>th</sup>, Goss and Wood site.

**Exhibit B.** Picture taken by Alan Wofsy, CEO of Appellant on Nov. 16, 2020, showing no overgrown vegetation, no accumulation of trash and no industrial uses on the 7<sup>th</sup>, Goss and Wood site.

**Exhibit C.** [RESERVED]

**Exhibit D.** Alan Wofsy & Associates and Myrtle Street Flats have been diligent over the years in reporting dumping and abandoned vehicles to the City of Oakland (usually through SeeClickFix), and removing overgrown weeds and debris on City property adjacent to 7<sup>th</sup>, Wood and Goss. The current tenant American Roadway Inc. is a contractor for the Port of Oakland and uses the Port's dumpsters for debris. Exhibits A and B show no debris on the property in Oct. or Nov. 2020

**Exhibit E.** Report of illegal dumping on the 7<sup>th</sup>, Goss and Wood site to City Administrator Edward Reiskin by the City's contractor Gregory Gruendl, Gruendl, Inc. dba Ray's Electric on April 6, 2020. Neither Gruendl nor Reiskin ever replied.

**Exhibit F.** Invoice from Joseph's Hauling dated May 14, 2020 for \$1200.00 to remove the dumping by the City's contractor Gregory Gruendl, Gruendl, Inc. dba Ray's Electric.

**Exhibit G.** Historic documents showing 7<sup>th</sup>, Goss and Wood site. The site was used as the Stanford Stables in the 19<sup>th</sup> Century as a forerunner of 20<sup>th</sup> Century trucks and vehicles.

**Exhibit H.** An article in *The San Francisco Chronicle* Oct. 31, 2019 about the history of Esther Mabry who owned and operated Esther's Orbit Room for more than 50 years. She used the 7<sup>th</sup>, Goss and Wood site for parking and this is the historic use of the land. After her death her heirs continued the use for a number of years.

**Exhibit I.** Photos of the 7<sup>th</sup>, Goss and Wood site being used by the City's contractor Gregory Gruendl, Gruendl, Inc. dba Ray's Electric for the storage and staging of trucks, construction equipment and construction material during 2018 and 2019. The City's Public Works Dept. was intimately involved in this use and the City never raised any issues.

**Exhibit J.** Copies of leases with various entities over the past 5 years, including EBMUD, PG&E, contractors, developers and a trucking companies for the storage of trucks, vehicles and equipment. These are long standing uses and are legal nonconforming based on current zoning.

**Exhibit K.** Business license submittal for parking lot at 722 Wood St., August 2, 2020.

**Exhibit L.** Correspondence in August, 2020 with Chuck Maurer, the Revenue Operation Supervisor, of the City of Oakland to include all 4 contiguous parcels on the same business license since it is impractical to have a separate business license for each parcel.

**Exhibit M.** Letter to Oakland City Finance & Management Committee objecting to 18-2201: Vacant Property Tax Implementation Ordinance & Administration. This Ordinance unfairly penalties owners of vacant properties who are already paying property taxes but the City must therefore allow owners of vacant properties to use them for historic and /or viable uses or this VPT become a violation of civil rights.

**Exhibit N.** *PETITION OF VACANCY TO REVERSE NOTICE OF VACANCY FOR CALENDAR YEAR 2019* for 722 Wood St. AP 006-0019-008-00. March 12, 2020.

**Exhibit O.** *PETITION OF VACANCY TO REVERSE NOTICE OF VACANCY FOR CALENDAR YEAR 2019* For 7<sup>th</sup> St. 006-0019-028-02. March 12, 2020.

**Exhibit P.** Decisions from City of Oakland on the Petitions for Vacancy received by email but not by USPS. July 16, 2020.

**Exhibit Q.** [RESERVED]

**Exhibit R.** Site Plan of the 4 contiguous parcels, two of which are the subject of the Notices of Violation which are being appealed. All four parcels have been used in the same manner for vehicle parking.

**Exhibit S.** [RESERVED]

**Exhibit T.** The City of Oakland allows desecration of public parks.

**Exhibit U.** [RESERVED]

**Exhibit V.** The subject property is the closest private land to the Port of Oakland and the current tenant American Roadway serves the Port of Oakland. The 7<sup>th</sup>& Wood site is kitty corner to the huge truck parking lot of the US Postal Service.

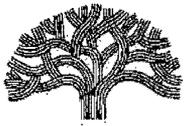
**Exhibit W.** Vacant Property Tax Notice 2021

**Exhibit X.** Petitions of Vacancy filed for 2021

**Exhibit Y.** [Reserved]

**Exhibit Z.** Marking Materials for lease and sale

**Exhibit AA.** American Roadway letter and Secretary of State filing



CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA ▪ SUITE 2340 ▪ OAKLAND, CALIFORNIA 94612-2031

Planning and Building Department

(510) 238-3381

Bureau of Building

TDD:(510) 238-3254

Building Permits, Inspections and Code Enforcement Services

[inspectioncounter@oaklandca.gov](mailto:inspectioncounter@oaklandca.gov)

## NOTICE OF VIOLATION

November 3, 2020

*Certified and Regular mail*

To: ALAN WOFSY & ASSOCIATES  
P O BOX 2210  
SAN FRANCISCO CA 94126

Code Enforcement Case No.: 2004220

Property: 722 WOOD ST

Parcel Number: 006--0019-008-00

**Correction not later than: 12/14/2020**

**Re-inspection timeline: 12/14/2020, 12/15/2020 or 12/16/2020**

*(Violations not abated by the Correction date will be subject to further enforcement including fee assessments)*

Code Enforcement Services inspected your property on **10/16/2020** and confirmed:

- that the violations of the Oakland Municipal Code (OMC) identified below (p. 2) are present and need to be addressed as specified under "Required Actions". Photographs of the violations are enclosed where applicable.
- that work was performed without permit or beyond the scope of the issued permit and you are receiving this Notice of Violation because you did not get the required permit within three (3) days of receiving the Stop Work Order. You must contact the inspector indicated below before the Re-inspection Date to stop further code enforcement action.

**Other charges may have been assessed**, for these violations. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector **Travis Ha**, who is assigned to your case, before the re-inspection timeline shown above to schedule an inspection. Your inspector is available by phone at 510-238-6144 and by email at [tha@oaklandca.gov](mailto:tha@oaklandca.gov).

*If the Property Owner Certification is included in this notice you may also complete the form and include photographs of the corrected violations.*

**Note: If a complaint is filed regarding the same or similar violation(s) and it is confirmed within 24 months from the date of this notice an immediate assessment of \$1,176.00 will be charged as a Repeat Violation. In addition, if violation(s) remain uncorrected after you receive a Re-inspection notice, further enforcement action(s) will include additional fees.**

### Additional Code Enforcement Actions:

- If the re-inspection verifies that all violations have not been corrected, you will be charged for inspection and administrative costs that can total **\$2,665.00**.
- Property Blight may be abated using City contractors and you will be charged for the contracting and administrative costs.
- The Notice of Violation may be recorded on your property title with associated fees for processing and recording.
- If it is necessary for tenants to vacate so that repairs can be made, you are required to comply with the Code Enforcement Relocation Program (OMC 15.60.010).
- Violations determined to be Investor-Owned (OMC 8.58) or Foreclosed and Defaulted (OMC 8.54) properties will be assessed fees to include re-inspection costs if violations are not corrected and Administrative/Civil penalties.

# Violations

Property Address: 722 WOOD ST

Complaint #: 2004220

## Property Maintenance (Blight)

Description of Violation	Required Action	OMC Section
Overgrown of vegetation.	Cut down overgrown and dispose in an approved manner.	8.24.020 D1 8.24.040

## Building Maintenance (Housing)

Description of Violation	Required Action	OMC Section

## Zoning (Minor)

Description of Violation	Required Action	OPC Section
Unapproved storage of semi-trucks, trailers, shipping container on vacant lot zone RM-4.	Discontinue activities and remove.	17.17.030, 17.17.01
Unapproved industrial activities.	Discontinue activities and remove.	17.17.030, 17.17.01
Unapproved installation of barbed wire, razor wire.	Remove.	17.108.140B2A, 17.108.140 C2

## Zoning (Major)

Description of Violation	Required Action	OPC Section

*Zoning Violations: Major Zoning violations require a Zoning Determination before an appeal to the Planning Commission. If you wish to appeal a Major Zoning violation, please see the process or filing for a Zoning Determination in the Appeal Section of this notice.*

## Appeal Information

**You have a right to appeal** this Notice of Violation. The following describes the process for appealing each type of violation described in the Notice of Violation. In some cases, separate appeal processes may be required.

In order to appeal any violations described in this Notice of Violation, you must complete the enclosed Violation Appeal form and submit it as described below with supporting documentation along with the applicable appeal fee(s) by the Appeal deadline. If you wish to appeal a Major Zoning violation(s), you must submit the enclosed Appeal form requesting a Zoning Determination by the Zoning Manager. Your supporting documentation to the Zoning Manager should explain a) why the use of your property conforms to the zoning designation for the property or b) why the activity should be approved as set forth in Planning Code, Title 17.

**The Appeal Deadline is: 11/30/2020** Note: The appeal period may be reduced based on prior noticing i.e., Courtesy notice, and the Property Owner Certification on record.

**Applicable to all appeals:** The Bureau of Building must receive your written appeal by the Appeal Deadline or you will waive your right to administrative review of all violations described in this Notice of Violation. Incomplete appeals including, but not limited to an oral notification of your intention to appeal, a written appeal postmarked but not received by us within the prescribed deadline or a written appeal received by us without a filing fee are not acceptable and will be rejected.

If you choose to file an appeal for Property Maintenance (Blight), Building Maintenance (Housing) and/or Minor Zoning violations, no further action can be taken by Code Enforcement Services with respect to these violations until you have had the opportunity to be heard by an independent Administrative Hearing Examiner pursuant to the Oakland Municipal Code Section 15.08.100 and a Final Decision is determined. An appeal will be scheduled within 60 from the end of the appeal period.

If you choose to file an appeal for Major Zoning violations, the Zoning Manager will issue written decision within 45 days from the end of the appeal period. If you disagree with the decision you may appeal to the Planning Commission within 10 days from the written decision. Unless special circumstances require otherwise, you will be expected to work with the Bureau of Building to resolve the Building Code violations (s) and any Minor Zoning Violation(s) during the Major Zoning appeal process.

### Appeal Fees

For Property Maintenance (Blight), Building Maintenance (Housing) and Minor Zoning Appeals: A filing fee in the amount of **\$110.00** is due at the time of submittal. Payments may be made in person at the Bureau of Building, 250 Frank Ogawa Plaza, 2<sup>nd</sup> Floor, or by phone by calling 510-238-4774 (**Please include the receipt number and date on your appeal**). MasterCard and Visa are accepted.

For Zoning Determinations/Appeals of Major Zoning violations: A filing fee in the amount of \$413.00 is due at the time of submittal in the manner described above. Additionally, a \$413.00 per hour fee will be assessed as needed to complete the review of the determination. The determination fee is not refundable once the letter has been issued, regardless of outcome.

Sincerely,



Travis Ha  
Specialty Combination Inspector  
Planning and Building Department

### Attached as applicable:

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Blight brochure                        | <input checked="" type="checkbox"/> Residential Code Enforcement brochure         | <input type="checkbox"/> Vehicular Food Vending brochure            |
| <input checked="" type="checkbox"/> Property Owner Certification           | <input type="checkbox"/> Mold and Moisture brochure                               | <input type="checkbox"/> Pushcart Food Vending brochure             |
| <input type="checkbox"/> Lead Paint brochure                               | <input type="checkbox"/> Undocumented Dwelling Units brochure                     | <input type="checkbox"/> Smoke Alarms brochure                      |
| <input checked="" type="checkbox"/> Photographs                            | <input type="checkbox"/> Stop Work brochure                                       | <input type="checkbox"/> Condominium Conversion brochure            |
| <input type="checkbox"/> Housing – Relocation Assistance Program           | <input type="checkbox"/> Investor Owned Property brochure                         | <input type="checkbox"/> Foreclosed and Defaulted Property brochure |
| <input type="checkbox"/> Description of Property Maintenance Code Sections | <input checked="" type="checkbox"/> Major and Minor Zoning Violation Descriptions |   |

cc:



CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA ▪ SUITE 2340 ▪ OAKLAND, CALIFORNIA 94612-2031

Planning and Building Department  
Bureau of Building  
Building Permits, Inspections and Code Enforcement Services  
(510) 238-3381  
[inspectioncounter@oaklandca.gov](mailto:inspectioncounter@oaklandca.gov)

**PROPERTY OWNER CERTIFICATION**  
**CORRECTED OR REMOVED VIOLATIONS**

Date: November 3, 2020

Property: 722 WOOD ST

Parcel no. 006- -0019-008-00

Case no.: 2004220

Owner: ALAN WOFSY & ASSOCIATES

Courtesy Notice date:

Correction Date: 12/14/2020

Return to: Travis Ha

***I certify that I have corrected the following*** violation(s) identified in the Notice of Violation I received from the City of Oakland.

***I understand that if a complaint is filed regarding the same or similar violation(s) and it is confirmed within 24 months from the date of this notice an immediate assessment of \$1,176.00 will be charged as a Repeat Violation fee. If the violation remains uncorrected after I receive Re-inspection notice further enforcement action(s) will be taken that will include additional fees.***

***I have corrected the following*** violations identified in the Notice of Violation I received from the City of Oakland:

---

---

---

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Property Owner Signature \_\_\_\_\_

(\_\_\_\_\_) \_\_\_\_\_  
Day time telephone

\_\_\_\_\_  
E-mail

**Instructions**

1. Review the property address and owner information shown at the left and make any necessary corrections.
2. If applicable, before the Re-inspection date shown at the left, complete and return this signed form with dated photographs of your property to verify the violations were removed or not present:

**E-mail:** [inspectioncounter@oaklandca.gov](mailto:inspectioncounter@oaklandca.gov)  
**Facsimile:** 510/ 238-2959  
**Mail:** City of Oakland  
Bureau of Building  
250 Frank H. Ogawa Plaza Suite 2340  
Oakland, CA 94612-2031  
(Envelope enclosed – no postage required)



CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA ■ SUITE 2340 ■ OAKLAND, CALIFORNIA 94612-2031

Planning and Building Department  
Bureau of Building  
Code Enforcement Services  
[www.oaklandca.gov](http://www.oaklandca.gov)

(510) 238-3381  
TDD: (510) 238-3254  
[inspectioncounter@oaklandca.gov](mailto:inspectioncounter@oaklandca.gov)

## APPEAL FORM

### Instructions:

If you have received a **Notice of Violation (NOV)** related to Building Code or Zoning violations, you have the right to appeal. Major Zoning violations must be appealed separately from Building Code, Minor Zoning, Blight and Graffiti Violations (as identified on the NOV). Please review the NOV and indicate below the violations you are appealing.

Complete this form and return it, along with the required filing fee and supporting documentation, to the Bureau of Building, at **250 Frank Ogawa Plaza, 2<sup>nd</sup> Floor, Cashiering, Oakland, CA 94612**. Appeals forms may be submitted in person or by mail but must be received by the Bureau of Building no later than the **Deadline to Respond** identified on the Notice of Violation. Appeals Forms submitted without the required Filing Fees will be rejected.

**All future correspondence pertaining to this appeal will be sent via email only unless you have indicated below that you do not agree.**

Filing Date:	<input type="text"/>	Complaint No.	<input type="text"/>
Property Address:	<input type="text"/>	APN	<input type="text"/>
Name of Appellant:	<input type="text"/>		
Appellant Mailing Address:	<input type="text"/>		
Phone Number:	<input type="text"/>	Email Address:	<input type="text"/>
Property Owner: (if different)	<input type="text"/>	Phone Number:	<input type="text"/>
Property Owner Mailing Address:	<input type="text"/>		
Property Owner Email Address:	<input type="text"/>		
Representative/ Attorney (if any)	<input type="text"/>	Phone Number:	<input type="text"/>
Representative's Mailing Address:	<input type="text"/>		
Representative's Email Address	<input type="text"/>		

**NON-ATTORNEY REPRESENTATIVES MUST PROVIDE NOTARIZED AUTHORIZATION**

*I do not agree to receive future correspondence pertaining to this appeal by email.*

**Appeal Type:** (Check the appropriate box)

- Property Blight** (*trash, debris, overgrown vegetation, graffiti, etc.*)
- Building Maintenance** (*unpermitted work, no heat, water, undocumented units, landslides, drainage etc.*)
- Minor Zoning** (*e.g., unpermitted window, roofing changes; fencing height, unpermitted expansions, etc.*)
- Major Zoning** (*unpermitted activity; change of use; unpermitted units; expansion of non-conforming uses, etc.*)

### **How to Appeal:**

Complete and submit this form, along with all required filing fees, to the Bureau of Building no later than the **Deadline to Respond** indicated in the Notice of Violation. The **Deadline to Respond** shall be twenty-one (21) days except in cases involving danger or imminent hazard, in which case the deadline to Respond shall be seven (7) days.

You must provide all information required by this appeal form including responding to the requests at the top of page 3. If you are appealing a **Major Zoning Violation** you should explain a) why the use of your property conforms to the zoning designation for the property or b) why the activity should be approved as set forth in Planning Code, Title 17.

Appeal Type:		Filing Fee
Category 1	Building Code, Minor Zoning, Blight and Graffiti Violations	\$110.00
Category 2	Major Zoning Violations (zoning determination)	\$473.92

If you are appealing both Category 1 and Category 2 Violations, you must pay **both** filing fees. If you are filing an appeal after the deadline to respond, explain why your appeal is past the deadline and why it should still be considered. Failure to adequately explain untimely filing may result in the appeal being summarily dismissed without a hearing.

### **Category 1 Appeals Process:**

Appeals of Building Code, Minor Zoning, Blight and Graffiti Violations will be reviewed administratively by staff who may grant the appeal without a hearing. If staff does not grant the appeal, a hearing will be scheduled before an Independent Hearing Officer within 60 days, unless you waive the right to the hearing following administrative review. If the Independent Hearing Officer grants your appeal, you will not be charged for the hearing. If the Hearing Officer denies your appeal, you must abate the violations and pay all administrative costs for the hearing as follows:

Processing Fee = \$932  
Conduct Appeals Hearing = \$150.00 an hour (Actual Cost)  
Reschedule Hearing = \$329.00

Notice of the date, time, and place of hearing will be sent to the appellant and the property owner by email and or mail at least 14 days prior to the hearing. At the hearing, you may present evidence and testimony to support your appeal.

Decisions of the Independent Hearing Officer regarding Blight and Graffiti are final and may only be appealed in court.

Decisions of the Independent Hearing Officer regarding violations identified under the Oakland Municipal Code Chapter 15.04, 15.08 or the California Model Building Construction Code may be appealed to an Appeals Board within fourteen (14) days by following the procedures set forth in Oakland Municipal Code 15.04.1.125G. Appeals not filed in a timely manner will be rejected.



# CITY OF OAKLAND PLANNING & BUILDING DEPARTMENT

## Zoning Enforcement

The purpose of this enclosure is to better define “Major” Zoning Enforcement violations from “Minor” violations.

The key processing differences are that Major violations allow the appellant to file a formal Zoning Determination if they disagree and, after that, file a formal Zoning appeal with the City Planning Commission.

Minor violation appeals will be processed through the Administrative Appeal process.

## LIST OF MAJOR VIOLATIONS

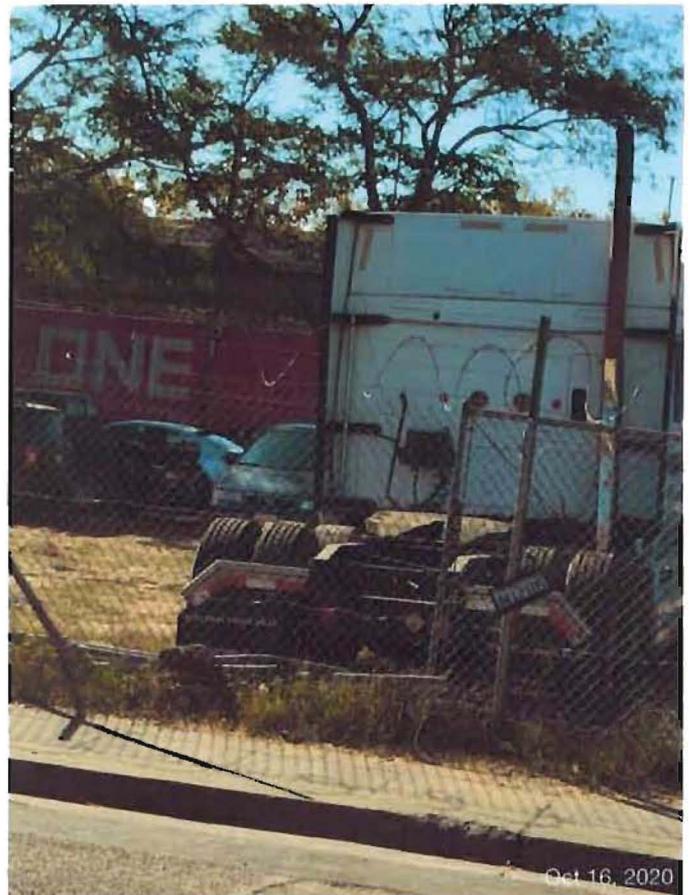
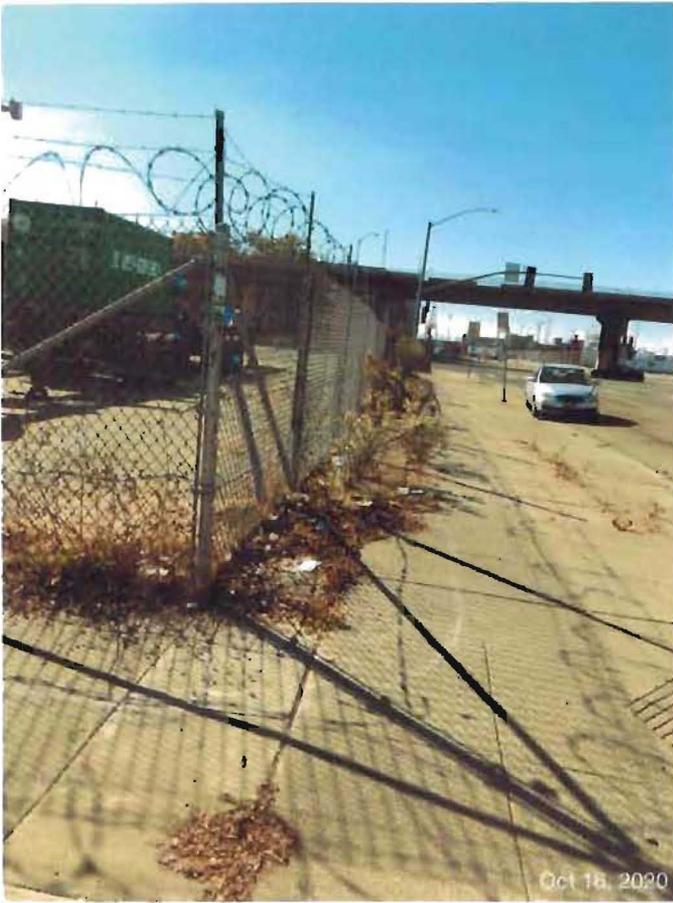
- Determination of land use classification or change of use for the cited activity/facility.
- Determination of the number of permitted units in the cited facility as it pertains to allowable density only. All other violations related to health and safety shall be considered a Minor Violation.
- Determination of legal non-conformity status and/or modifications/expansions to LNC activities/facilities

## List of Minor Violations

- Unpermitted window, roofing, siding or other material changes
- Unpermitted fencing
- Unpermitted expansions of structures

## Summary

*Essentially, major violations allowing an appealable determination revolves around issues of code interpretation and discretion on the part of the City, while those that are minor involve physical modifications (interior or exterior) that are more objective in their standards.*



722 Wood

2004220



CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA - SUITE 2340 - OAKLAND, CALIFORNIA 94612-2031

Planning and Building Department

(510) 238-3381

Bureau of Building

TDD:(510) 238-3254

Building Permits, Inspections and Code Enforcement Services

[inspectioncounter@oaklandca.gov](mailto:inspectioncounter@oaklandca.gov)

## NOTICE OF VIOLATION

November 3, 2020

*Certified and Regular mail*

To: MYRTLE STREET FLATS LLC  
P O BOX 2210  
SAN FRANCISCO CA 94126

Code Enforcement Case No.: 2004259

Property: 7TH ST

Parcel Number: 006-0019-028-02

**Correction not later than: 12/14/2020**

**Re-inspection timeline: 12/14/2020, 12/15/2020 or 12/16/2020**

*(Violations not abated by the Correction date will be subject to further enforcement including fee assessments)*

Code Enforcement Services inspected your property on 10/16/2020 and confirmed:

- that the violations of the Oakland Municipal Code (OMC) identified below (p.2) are present and need to be addressed as specified under "Required Actions". Photographs of the violations are enclosed where applicable.
- that work was performed without permit or beyond the scope of the issued permit and you are receiving this Notice of Violation because you did not get the required permit within three (3) days of receiving the Stop Work Order. You must contact the inspector indicated below before the Re-inspection Date to stop further code enforcement action.

**Other charges may have been assessed**, for these violations. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector **Travis Ha**, who is assigned to your case, before the re-inspection timeline shown above to schedule an inspection. Your inspector is available by phone at 510-238-6144 and by email at [tha@oaklandca.gov](mailto:tha@oaklandca.gov).

*If the Property Owner Certification is included in this notice you may also complete the form and include photographs of the corrected violations.*

**Note: If a complaint is filed regarding the same or similar violation(s) and it is confirmed within 24 months from the date of this notice an immediate assessment of \$1,176.00 will be charged as a Repeat Violation. In addition, if violation(s) remain uncorrected after you receive a Re-inspection notice, further enforcement action(s) will include additional fees.**

### Additional Code Enforcement Actions:

- If the re-inspection verifies that all violations have not been corrected, you will be charged for inspection and administrative costs that can total **\$2,665.00**.
- Property Blight may be abated using City contractors and you will be charged for the contracting and administrative costs.
- The Notice of Violation may be recorded on your property title with associated fees for processing and recording.
- If it is necessary for tenants to vacate so that repairs can be made, you are required to comply with the Code Enforcement Relocation Program (OMC 15.60.010).
- Violations determined to be Investor-Owned (OMC 8.58) or Foreclosed and Defaulted (OMC 8.54) properties will be assessed fees to include re-inspection costs if violations are not corrected and Administrative/Civil penalties.

# Violations

Property Address: 7TH ST

Complaint #: 2004259

## Property Maintenance (Blight)

Description of Violation	Required Action	OMC Section
Overgrown of vegetation.	Cut down overgrown and dispose in an approved manner.	8.24.020 D1 8.24.040
Accumulation of trash and debris open storage of chain link fences, discarded household items etc. on vacant lot.	Remove and dispose in an approved manner. Keep all area clean and maintained up to the street curb.	8.24.020 D1 8.24.040

## Building Maintenance (Housing)

Description of Violation	Required Action	OMC Section

## Zoning (Minor)

Description of Violation	Required Action	OPC Section
Unapproved storage of semi-trucks, trailers, shipping container on vacant lot zone CC-2.	Discontinue activities and remove.	17.35.030, 17.35.01
Unapproved industrial activities.	Discontinue activities and remove.	17.35.030, 17.35.01
Unapproved installation of barbed wire, razor wire.	Remove.	17.108.140 C2

## Zoning (Major)

Description of Violation	Required Action	OPC Section

**Zoning Violations:** Major Zoning violations require a Zoning Determination before an appeal to the Planning Commission. If you wish to appeal a Major Zoning violation, please see the process or filing for a Zoning Determination in the Appeal Section of this notice.

## Appeal Information

**You have a right to appeal** this Notice of Violation. The following describes the process for appealing each type of violation described in the Notice of Violation. In some cases, separate appeal processes may be required.

In order to appeal any violations described in this Notice of Violation, you must complete the enclosed Violation Appeal form and submit it as described below with supporting documentation along with the applicable appeal fee(s) by the Appeal deadline. If you wish to appeal a Major Zoning violation(s), you must submit the enclosed Appeal form requesting a Zoning Determination by the Zoning Manager. Your supporting documentation to the Zoning Manager should explain a) why the use of your property conforms to the zoning designation for the property or b) why the activity should be approved as set forth in Planning Code, Title 17.

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**Applicable to all appeals:** The Bureau of Building must receive your written appeal by the Appeal Deadline or you will waive your right to administrative review of all violations described in this Notice of Violation. Incomplete appeals including, but not limited to an oral notification of your intention to appeal, a written appeal postmarked but not received by us within the prescribed deadline or a written appeal received by us without a filing fee are not acceptable and will be rejected.

If you choose to file an appeal for Property Maintenance (Blight), Building Maintenance (Housing) and/or Minor Zoning violations, no further action can be taken by Code Enforcement Services with respect to these violations until you have had the opportunity to be heard by an independent Administrative Hearing Examiner pursuant to the Oakland Municipal Code Section 15.08.100 and a Final Decision is determined. An appeal will be scheduled within 60 from the end of the appeal period.

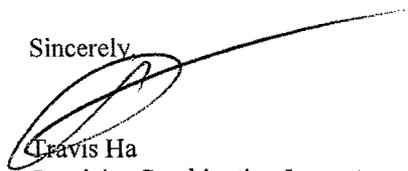
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Sincerely,



Travis Ha  
Specialty Combination Inspector  
Planning and Building Department

### Attached as applicable:

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Blight brochure                        | <input checked="" type="checkbox"/> Residential Code Enforcement brochure         | <input type="checkbox"/> Vehicular Food Vending brochure            |
| <input checked="" type="checkbox"/> Property Owner Certification           | <input type="checkbox"/> Mold and Moisture brochure                               | <input type="checkbox"/> Pushcart Food Vending brochure             |
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| <input type="checkbox"/> Housing - Relocation Assistance Program           | <input type="checkbox"/> Investor Owned Property brochure                         | <input type="checkbox"/> Foreclosed and Defaulted Property brochure |
| <input type="checkbox"/> Description of Property Maintenance Code Sections | <input checked="" type="checkbox"/> Major and Minor Zoning Violation Descriptions |   |

cc:



CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA • SUITE 2340 • OAKLAND, CALIFORNIA 94612-2031

Planning and Building Department  
Bureau of Building  
Building Permits, Inspections and Code Enforcement Services  
(510) 238-3381  
[inspectioncounter@oaklandca.gov](mailto:inspectioncounter@oaklandca.gov)

**PROPERTY OWNER CERTIFICATION**  
**CORRECTED OR REMOVED VIOLATIONS**

Date: November 3, 2020

Property: 7TH ST

Parcel no. 006- -0019-028-02

Case no.: 2004259

Owner: MYRTLE STREET FLATS LLC

Courtesy Notice date:

Correction Date: 12/14/2020

Return to: Travis Ha

*I certify that I have corrected the following* violation(s) identified in the Notice of Violation I received from the City of Oakland.

***I understand that if a complaint is filed regarding the same or similar violation(s) and it is confirmed within 24 months from the date of this notice an immediate assessment of \$1,176.00 will be charged as a Repeat Violation fee. If the violation remains uncorrected after I receive Re-inspection notice further enforcement action(s) will be taken that will include additional fees.***

*I have corrected the following* violations identified in the Notice of Violation I received from the City of Oakland:

---

---

---

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Property Owner Signature \_\_\_\_\_

(\_\_\_\_\_) \_\_\_\_\_  
Day time telephone

\_\_\_\_\_  
E-mail

**Instructions**

1. Review the property address and owner information shown at the left and make any necessary corrections.
2. **If applicable, before** the Re-inspection date shown at the left, complete and return this signed form with dated photographs of your property to verify the violations were removed or not present:

**E-mail:** [inspectioncounter@oaklandca.gov](mailto:inspectioncounter@oaklandca.gov)  
**Facsimile:** 510/ 238-2959  
**Mail:** City of Oakland  
 Bureau of Building  
 250 Frank H. Ogawa Plaza Suite 2340  
 Oakland, CA 94612-2031  
 (Envelope enclosed – no postage required)



CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA ▪ SUITE 2340 ▪ OAKLAND, CALIFORNIA 94612-2031

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## APPEAL FORM

### Instructions:

If you have received a **Notice of Violation (NOV)** related to Building Code or Zoning violations, you have the right to appeal. Major Zoning violations must be appealed separately from Building Code, Minor Zoning, Blight and Graffiti Violations (as identified on the NOV). Please review the NOV and indicate below the violations you are appealing.

Complete this form and return it, along with the required filing fee and supporting documentation, to the Bureau of Building, at **250 Frank Ogawa Plaza, 2<sup>nd</sup> Floor, Cashiering, Oakland, CA 94612**. Appeals forms may be submitted in person or by mail but must be received by the Bureau of Building no later than the **Deadline to Respond** identified on the Notice of Violation. Appeals Forms submitted without the required Filing Fees will be rejected.

**All future correspondence pertaining to this appeal will be sent via email only unless you have indicated below that you do not agree.**

Filing Date:	<input type="text"/>	Complaint No.	<input type="text"/>
Property Address:	<input type="text"/>		APN <input type="text"/>
Name of Appellant:	<input type="text"/>		
Appellant Mailing Address:	<input type="text"/>		
Phone Number:	<input type="text"/>	Email Address:	<input type="text"/>
Property Owner: (if different)	<input type="text"/>	Phone Number:	<input type="text"/>
Property Owner Mailing Address:	<input type="text"/>		
Property Owner Email Address:	<input type="text"/>		
Representative/ Attorney (if any)	<input type="text"/>	Phone Number:	<input type="text"/>
Representative's Mailing Address:	<input type="text"/>		
Representative's Email Address:	<input type="text"/>		

*NON-ATTORNEY REPRESENTATIVES MUST PROVIDE NOTARIZED AUTHORIZATION*

*I do not agree to receive future correspondence pertaining to this appeal by email.*

**Appeal Type:** (Check the appropriate box)

- Property Blight** (*trash, debris, overgrown vegetation, graffiti, etc.*)
- Building Maintenance** (*unpermitted work, no heat, water, undocumented units, landslides, drainage etc.*)
- Minor Zoning** (*e.g., unpermitted window, roofing changes; fencing height, unpermitted expansions, etc.*)
- Major Zoning** (*unpermitted activity; change of use; unpermitted units; expansion of non-conforming uses, etc.*)

### **How to Appeal:**

Complete and submit this form, along with all required filing fees, to the Bureau of Building no later than the **Deadline to Respond** indicated in the Notice of Violation. The **Deadline to Respond** shall be twenty-one (21) days except in cases involving danger or imminent hazard, in which case the deadline to Respond shall be seven (7) days.

You must provide all information required by this appeal form including responding to the requests at the top of page 3. If you are appealing a **Major Zoning Violation** you should explain a) why the use of your property conforms to the zoning designation for the property or b) why the activity should be approved as set forth in Planning Code, Title 17.

Appeal Type:		Filing Fee
Category 1	Building Code, Minor Zoning, Blight and Graffiti Violations	\$110.00
Category 2	Major Zoning Violations (zoning determination)	\$473.92

If you are appealing both Category 1 and Category 2 Violations, you must pay **both** filing fees. If you are filing an appeal after the deadline to respond, explain why your appeal is past the deadline and why it should still be considered. Failure to adequately explain untimely filing may result in the appeal being summarily dismissed without a hearing.

### **Category 1 Appeals Process:**

Appeals of Building Code, Minor Zoning, Blight and Graffiti Violations will be reviewed administratively by staff who may grant the appeal without a hearing. If staff does not grant the appeal, a hearing will be scheduled before an Independent Hearing Officer within 60 days, unless you waive the right to the hearing following administrative review. If the Independent Hearing Officer grants your appeal, you will not be charged for the hearing. If the Hearing Officer denies your appeal, you must abate the violations and pay all administrative costs for the hearing as follows:

Processing Fee = \$932  
Conduct Appeals Hearing = \$150.00 an hour (Actual Cost)  
Reschedule Hearing = \$329.00

Notice of the date, time, and place of hearing will be sent to the appellant and the property owner by email and or mail at least 14 days prior to the hearing. At the hearing, you may present evidence and testimony to support your appeal.

Decisions of the Independent Hearing Officer regarding Blight and Graffiti are final and may only be appealed in court.

Decisions of the Independent Hearing Officer regarding violations identified under the Oakland Municipal Code Chapter 15.04, 15.08 or the California Model Building Construction Code may be appealed to an Appeals Board within fourteen (14) days by following the procedures set forth in Oakland Municipal Code 15.04.1.125G. Appeals not filed in a timely manner will be rejected.

## Category 2 Appeals Process:

Appeals of Major Zoning Violations are routed to the Zoning Manager for a Major Zoning Determination.

The Zoning Manager will issue a written decision within 45 days from the end of the appeal period. The Major Zoning Determination fee is not refundable once the decision has been issued, regardless of outcome. Decisions of the Zoning Manager are final unless appealed to the Planning Commission within 10 days from the written decision. Appeals not filed in a timely manner will be rejected.

Please respond to all of the following:

- a. Briefly identify your legal interest in the property.
- b. Briefly identify which of the enforcement actions by the City you are appealing.
- c. Briefly identify how the City has erred or abused its discretion in bringing this action.
- d. Briefly identify how you want the City to resolve your appeal.

You may use this form to write your explanation and/or attach supplemental pages as needed.


I Declare under Penalty of Perjury that the information given herewith in all respects is true and accurate to the best of my knowledge and belief.

Appellant Signature _____	Date _____	Representative Signature _____	Date _____
Print Name Clearly _____		Print Name Clearly _____	

### Office Use Only

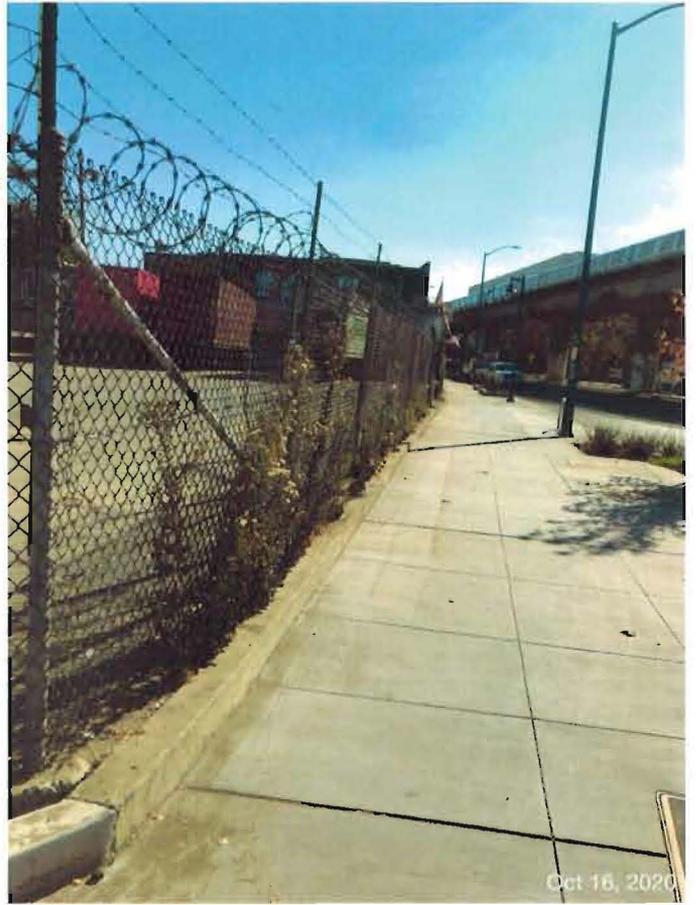
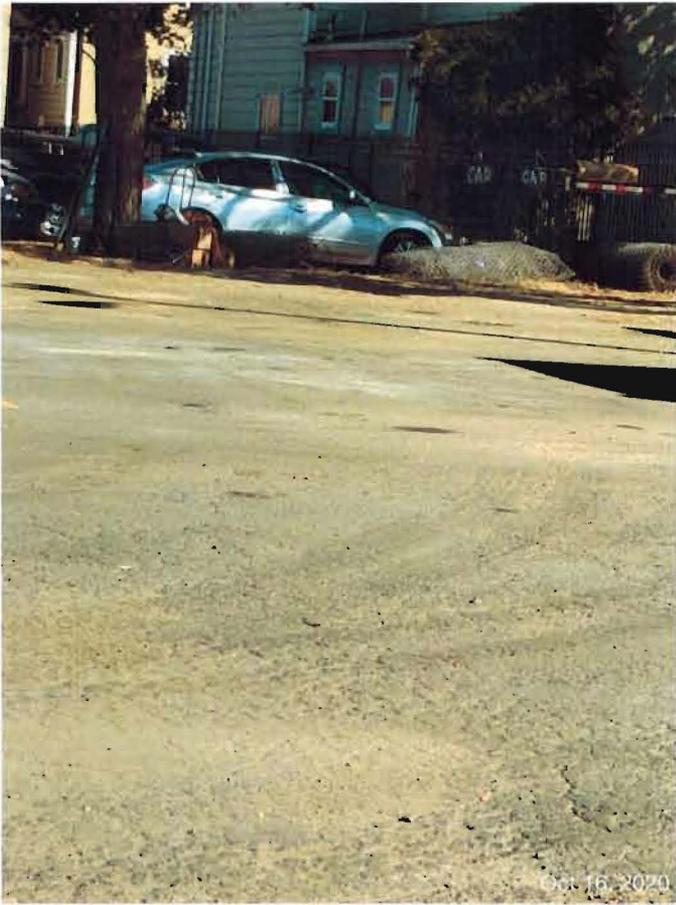
Record ID(s): _____	Administrative Reviewer(s): _____
Receive Date (Stamp): _____	
Administrative Determination: <input type="checkbox"/> Approved Refund required: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, \$ _____	
Administrative Determination: <input type="checkbox"/> Denied Hearing to be scheduled <input type="checkbox"/>	
Decision: _____	

# County Assessor Display

## Assessor Parcel Record for APN 006- -0019-028-02

Parcel Number:	6-19-28-2
Property Address:	7TH ST, OAKLAND 94607
Owner Name:	MYRTLE STREET FLATS LLC
Care of:	
Attention:	
Mailing Address:	P O BOX 2210, SAN FRANCISCO CA 94126-2210
Use Code:	VACANT COMMERCIAL LAND (MAY INCLUDE MISC. IMPS)
Recorder Number:	2014-281406
Recorder Date:	11/21/2014
Mailing Address Effective Date:	11/21/2014
Last Document Input Date:	1/8/2015
Deactivation Date:	
Exemption Code:	

[Home](#)
     
 [Enter Assessor Parcel Number](#)
     
 [Assessments](#)
     
 [Property Details](#)
     
 [GIS Parcel Map](#)
     
 [Alameda County Web Site](#)
     
 [Use Codes](#)



7 street

2004259

# CITY OF OAKLAND PLANNING & BUILDING DEPARTMENT

## Zoning Enforcement

The purpose of this enclosure is to better define “Major” Zoning Enforcement violations from “Minor” violations.

The key processing differences are that Major violations allow the appellant to file a formal Zoning Determination if they disagree and, after that, file a formal Zoning appeal with the City Planning Commission.

Minor violation appeals will be processed through the Administrative Appeal process.

## LIST OF MAJOR VIOLATIONS

- Determination of land use classification or change of use for the cited activity/facility.
- Determination of the number of permitted units in the cited facility as it pertains to allowable density only. All other violations related to health and safety shall be considered a Minor Violation.
- Determination of legal non-conformity status and/or modifications/expansions to LNC activities/facilities

## List of Minor Violations

- Unpermitted window, roofing, siding or other material changes
- Unpermitted fencing
- Unpermitted expansions of structures

## Summary

*Essentially, major violations allowing an appealable determination revolves around issues of code interpretation and discretion on the part of the City, while those that are minor involve physical modifications (interior or exterior) that are more objective in their standards.*



# State of California Secretary of State

S

## Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

**IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

FY59986

**FILED**

In the office of the Secretary of State  
of the State of California

**AUG-07 2018**

**1. CORPORATE NAME**

AMERICAN ROADWAY INC.

**2. CALIFORNIA CORPORATE NUMBER**

C3105944

This Space for Filing Use Only

**No Change Statement** (Not applicable if agent address of record is a P.O. Box address. See instructions.)

**3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.**

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to **Item 17**.

**Complete Addresses for the Following** (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

**Names and Complete Addresses of the Following Officers** (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE

**Names and Complete Addresses of All Directors, Including Directors Who are Also Officers** (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NAME	ADDRESS	CITY	STATE	ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

**Agent for Service of Process** If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

**Type of Business**

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

08/07/2018 MARIA MAGALY XOCOL EXECUTIVE CHIEF  
DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE SIGNATURE

American Roadway Inc.  
1139 Palou Ave  
San Francisco, CA 94124  
Cell: (415)850-8031  
Americanroadwayinc@comcast.net

May 13, 2021

To whom it may concern,

Our company leases the property at 7th & Wood in Oakland, CA. It is very convenient for us to park at this location because we serve the Port of Oakland and we also have customers in Oakland. It is extremely hard to find a parking lot with a close proximity to the Port of Oakland. For that reason, there are a lot of trucks found parked in the streets of Oakland. Many trucks eventually are towed, broken into, deal with property damage, citations or fuel gets tampered with. It becomes impossible for trucking companies to succeed. Our drivers are based in the Bay Area so commute and the distance to the Port of Oakland is especially important. We reduce loss of time, we avoid Terminal Congestion and reduce Pollution for the Bay Area. Although, my trucks are registered and up to date with the Bay Area Air Quality, meaning my trucks have filters that prevent extreme air pollution. Parking at this Lot on 7th & Wood makes all this a lot easier. At the terminal, we work with appointments and cutoffs making the time frame in between loads extremely limited. The neighborhood currently has a USPS across the street. There are various trucks running 24 hours in the neighborhood. My drivers are currently running from 6am-6pm, may I add that 7th St is already a commercial street with many trucks coming up and down the street. We are more than glad to speak to the neighborhood community and hear out their concerns.

Respectfully,



Christian Cap  
American Roadway Inc.

Photographs taken on Monday, Nov. 16, 2020, by Alan Wofsy, 2 days after receiving the Notice of Violation. These pictures show the condition of the properties at the southeast corner of Wood, Goss and 7<sup>th</sup> Streets, which are being improperly cited by the City of Oakland. They show, as does the City's own photograph of Oct. 16, 2020 (Exhibit A), that:

- 1) There is no debris on the properties;
- 2) There is not overgrown vegetation
- 3) Here is no industrial acidity;
- 4) The trucks and containers are neatly arranged and do not impact the area.



PM 1:39 NOV/16/2020



PM 1:39 NOV/16/2020



PM 1:39 NOV/16/2020



PM 1:39 NOV/16/2020

Alan Wofsy & Associates and Myrtle Street Flats have been diligent over the years in reporting dumping and abandoned vehicles to the City of Oakland, and removing overgrown weeds and debris on City property adjacent to 7<sup>th</sup>, Wood and Goss.

Below are pictures that accompanied requests to the City to abate nuisances.



PM 4:07 JUN/20/2015



PM 3:33 OCT/31/2015



PM 1:34 JUL/ 7/2016



PM 6:10 JUL/16/2015



PM 1:02 NOV/28/2017



RESTAURANT  
& CATERING

PM 1:04 NOV/28/2017



PM 4:28 NOV/12/2015



PM 1:36 JUL/ 7/2016



PM 6:13 JUL/16/2015



AM10:02 MAR/14/2016



AM11:24 MAY/23/2015

DATE OF MANUFACTURE  
SPECIFIC PREVENTION STANDARDS  
FEDERAL MOTOR VEHICLE SAFETY STANDARD 290018  
TYPE: Passenger Car  
MAXIMUM LOAD = OCCUPANTS + LUGGAGE = 498KG/1100LB  
OCCUPANTS = 5 TOTAL, 2 FRONT, 3 REAR

TIRE (FR): P235/55R17  
(RR): P235/55R17

PRESSURE (FR): 240 kPa/ 35 PSI COLD  
(RR): 240 kPa/ 35 PSI COLD

RIMS (FR): 17x7.5  
(RR): 17x7.5



2FAHP71V39X145250

TRAILER TOWING - SEE OWNER GUIDE

EXT PNT: UA WT

INT TR | TP/PS | R | AXLE | TR | SPR | 9F81P

HN | F | Z5 | Q | G655 | F05

1200906267663 | CMC | 7SUSA-5420472AA

F0224  
R0304

**PC Appeal Exhibit D.  
Dumping Report  
Images to City  
2015-2020**



3508 026381

AM10:22 MAY/23/2015

**From:** sunrise.properties@jps.net  
**Sent:** Monday, April 6, 2020 2:07 PM  
**To:** 'ereiskin@oaklandca.gov'  
**Cc:** 'Andrew Zacks'; General Manager  
**Subject:** FW to City Administrator: Unlawful dumping and trespassing by City of Oakland contractor Gruendl, Inc. dba Ray's Electric - 7th, Wood & Goss  
**Attachments:** Unlawful Dumping and Trespassing by or enabled by Gregory Gruendl.pdf

## S U N R I S E P R O P E R T I E S

Offices: 401 Terry Francois St., Suite 202 , San Francisco, CA 94158-2133  
Oakland Mailing Address: PO Box 13266, Oakland, CA 94661  
Oakland Office: 1724 7<sup>th</sup> St., Oakland, CA 94607

Phone: 415-872-9711 fax: 415-292-6594 e-mail: [editeur@earthlink.net](mailto:editeur@earthlink.net)  
East Bay Office : phone 510-482-3677 fax 510-251-1840 [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net)

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**Edward Reiskin**

City Administrator  
City of Oakland

Dear Mr. Reiskin,

Below and attached is an email that I sent to your contractor Gruendl for the 7th Street West Oakland Transit Village Phase II Streetscape Project and cc'd your Public Works Dept., who is overseeing the project. After the contractor terminated the lease on our property he trespassed and engaged in illegal dumping, or enabled these actions, by providing the combination of the lock to his subcontractors. The dumping consists of road debris from the City's project, which can be seen in the attached pictures . Gruendl changed the combination on the lock on and has refused to give us the combination.

I have not had a reply to the email below of March 24, 2020 where I asked him to undo the damage he has done.

Yours

Alan Wofsy  
General Manager

---

**From:** sunrise.properties@jps.net <sunrise.properties@jps.net>  
**Sent:** Tuesday, March 24, 2020 3:50 PM  
**To:** 'Jorge Hinojosa' <jorge@rayselectric.net>; 'greg@rayselectric.net' <greg@rayselectric.net>  
**Cc:** 'lcamacho@oaklandca.gov' <lcamacho@oaklandca.gov>; 'luis@smdinsurance.com' <luis@smdinsurance.com>;  
General Manager <editeur@earthlink.net>  
**Subject:** Unlawful dumping and trespassing by City of Oakland contractor Gruendl, Inc. dba Ray's Electric - 7th, Wood & Goss

## SUNRISE PROPERTIES

Offices: 401 Terry Francois St., Suite 202 , San Francisco, CA 94158-2133

Oakland Mailing Address: PO Box 13266 Oakland, CA 94661

Website: [www.live-work.us](http://www.live-work.us)

Phone: 415-872-9711 fax: 415-292-6594 e-mail: [editeur@earthlink.net](mailto:editeur@earthlink.net)

East Bay Office : phone 510-482-3677 fax 510-251-1840 [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net)

---

Dear Greg and Jorge,

I discovered over the weekend that you and/or your subcontractors changed the combination on the lock for the 7<sup>th</sup> & Wood Street property and dumped road and paving debris on our land.

I have detailed this on the attachment.

In order to mitigate our damages:

- 1) Send me the combination you changed on our lock.
- 2) Set up an appointment with me to remove the debris you dumped or allowed your sub-contractor to dump by giving him the combination to the lock.

I am cc'ing the City official in charge of the 7<sup>th</sup> Street project on which you have been working since 2018 as well as your insurance agent who issued us a certificate of insurance.

Yours

## Unlawful Dumping and Trespassing by - or enabled by - Gregory Gruendl, Gruendl, Inc. dba Ray's Electric, contractor for the City of Oakland at 7<sup>th</sup>, Wood and Goss.

Gregory Gruendl, Gruendl, Inc leased the property at 7<sup>th</sup> & Wood during the latter part of 2018 and through most of 2019. Gruendl, Inc., owned by Gregory Gruendl is a California corporation (C1645486) dba Ray's Electric (hereafter designated as "Gruendl") entered into a lease for land at the corner of 7<sup>th</sup> and Wood Street in Oakland, CA on Dec. 10, 2018. Gruendl, Inc. is the prime contractor for the City of Oakland in the still unfinished 7th Street WOTV Streetscape project.

On at least 2 occasions Gruendl, remained on the premises without the permission of the Owner at the expiration of a lease term and without paying the rent owed in accordance with the holdover terms of the lease. Gruendl claimed to have finally vacated the property at the end of October, 2019.

Unbeknownst to the Owner, Gruendl had changed the combination of the lock on the gate on 7<sup>th</sup> Street. On March 21, 2020 the property owner noticed a stockpile of road paving debris such as Gruendl and its subcontractors had generated in the past on site. It had not been there a week or 2 before. There was no forced entry so Gruendl or its subcontractor had opened the lock to unlawfully dump the debris. When the Owner tried to open the combination lock, he could not because the combination had been changed. The debris was dumped on one of the lots that Gruendl never leased, but is accessible through the lots it had leased.

On two occasions Gruendl/ Ray's Electric continued to occupy the land at 7<sup>th</sup> and Wood after claiming they had vacated, as recounted in the email below dated Oct. 30, 2019.

When Ray's Electric' project manager Jorge Hinojosa returned the key to one of the 2 locks, one of Grendel's paving/dumping contractors had been storing material on site after the expiration of the lease. There was a combination lock and the Owner had given the combination to Jorge. It turns out that Jorge allowed Gruendl's subcontractor(s) to use the property after Gruendl had no right to be on the site, and unbeknownst to the Owner, had changed the combination of the lock. The Owner only discovered this on March 21, 2020 when he noticed a pile of paving debris on the site and could not open the lock.

Here is the last communication at the time Gruendl claimed it had finally vacated the property:

**From:** Sunrise Properties <[sunrise.properties@jps.net](mailto:sunrise.properties@jps.net)>  
**Sent:** Wednesday, October 30, 2019 6:04 PM  
**To:** 'Jorge Hinojosa' <[jorge@rayselectric.net](mailto:jorge@rayselectric.net)>  
**Cc:** General Manager <[editeur@earthlink.net](mailto:editeur@earthlink.net)>  
**Subject:** RE: Status of Ray's Electric Security deposit accounting

Dear Jorge

You actually scammed me twice. You never disclosed that you were still on the site after the 11<sup>th</sup> when your lease ended and you were cheating us of the rent you owed after the 11<sup>th</sup>. You then agreed to pay \$1500 from Oct. 11-25 for ½ month.

Then you were still on site on the 25<sup>th</sup>.

You did not return the keys until Oct. 28 and I wasted a trip on the 25<sup>th</sup> after you told me it was vacant. You agreed on the 25<sup>th</sup> to pay rent until the beginning of this week when you returned the key.

I have to charge from Oct. 11-28 = 18 days = \$1800.00. It was going to be \$1500.00 from the 11<sup>th</sup> until the 25<sup>th</sup>.

Your refund is \$2200.00. Please confirm your agreement and where I should send the refund.

Yours  
AW

**From:** Jorge Hinojosa  
**Sent:** Tuesday, October 29, 2019 4:37 PM  
**To:** General Manager <[editeur@earthlink.net](mailto:editeur@earthlink.net)>  
**Cc:** Sunrise Properties <[sunrise.properties@jps.net](mailto:sunrise.properties@jps.net)>  
**Subject:** Re: Status of Ray's Electric Extending lease - 7th & Wood?

Alan,

Ray's Electric cleared all material and equipment from your property by the end of the day on Friday, October 25th.

Please issue the remaining \$3000 from the deposit amount via check to Ray's Electric.

Contact me if you have any questions.

And again, thank you for allowing us to use your facility"

Documentary Evidence of Unlawful Dumping and Trespassing by or enabled by Gregory Gruendl, Gruendl, Inc. dba Ray's Electric, contractor for the City of Oakland at 7<sup>th</sup>, Wood and Goss.



View of the Lot at the corner of Wood and Goss prior to dumping

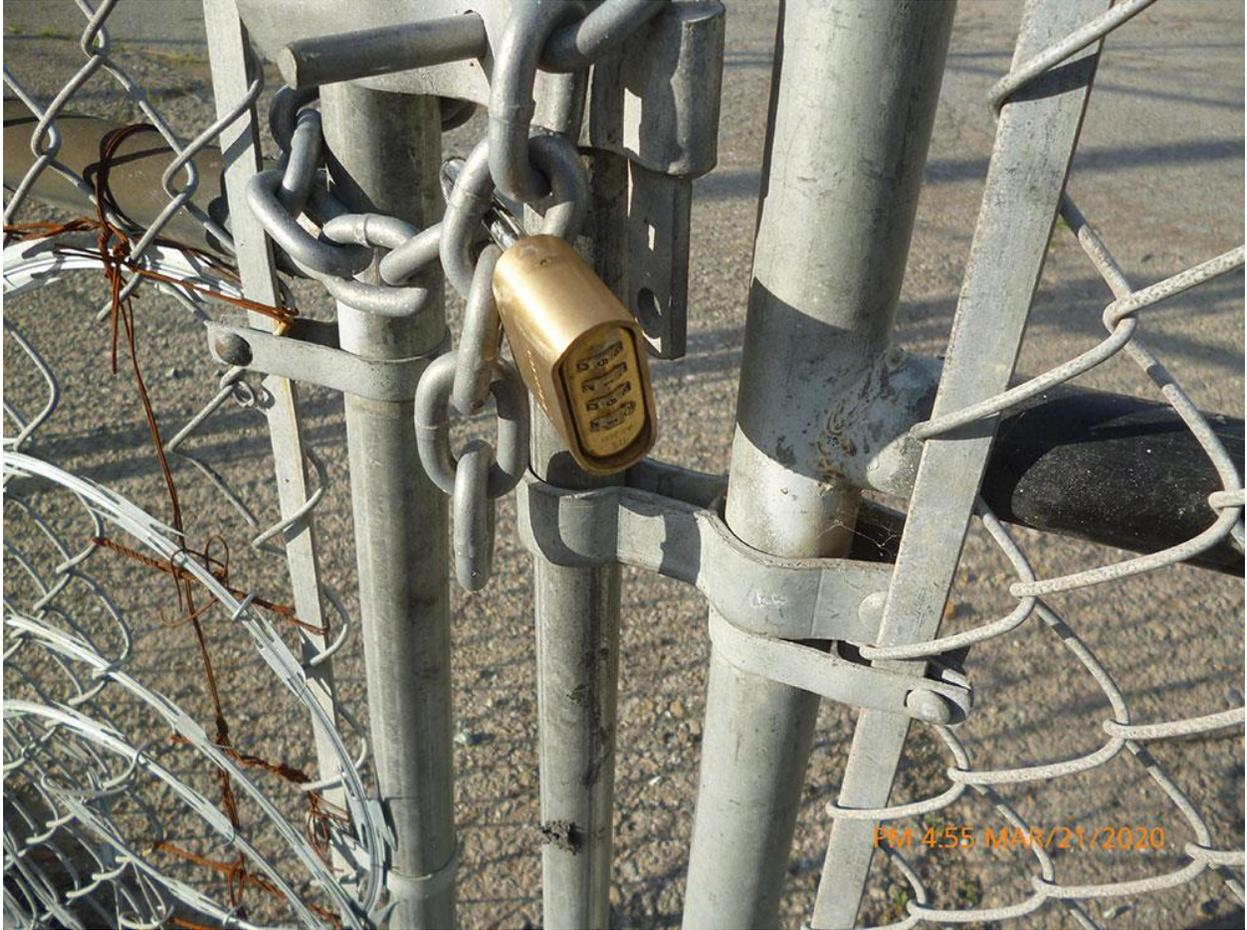


View of the Lot at Wood and Goss after the dumping.

V



View of the dumping at Wood and Goss looking towards the entrance on 7<sup>th</sup> St.



View of the combination lock on 7<sup>th</sup> St. for which Owner gave the combination to Gruendl/Ray's Electric, who changed the combination and left the lock in place to enable trespassing and dumping.

**JOSEPH'S HAULING**  
Joseph Dasilva, Owner  
1240 Wright Avenue  
Richmond, CA 94804  
Phone: (510) 507-4703

HAULING CHARGES: Remove Road Construction Debris and 7 <sup>th</sup> wood, goss, Oakland	INVOICE NUMBER:
COMPANY & JOB NAME: Sunrise Properties P.O. Box 2210 San Francisco, CA 94126 Remove Road Construction Debris, 7 <sup>th</sup> , wood, and GOSS Oakland	

DATE:	COST:	# OF LOADS:
05/14/20	\$1,200.00	2
DATE:	COST:	# OF LOADS:
DATE:	COST:	# OF LOADS:
DATE:	COST:	# OF LOADS:
DATE:	COST:	# OF LOADS:

TOTAL DUE AND PAYABLE \$1,200.00 to Jose Dasilva

# 1889 Map



# 1872 City Directory

WOODWARD & TAGGART, desirable business property for sale.

436 OAKLAND [ S ] DIRECTORY.

**STANDARD SOAP FACTORY**, Richard P. Thomas superintendent, W s Third bet Addison and Allston Way, West Berkeley, office 204 Sacramento (S. F.)

Standeford David W. (*Burnham, Standeford & Co.*), dwl 914 West Eighth.

Standeford Joseph A., druggist, dwl 1211 West.

Standeford N. D. Mrs., teacher Grove St. School, dwl cor West and Fifteenth.

Standeford William W., Custom House (S. F.), dwl 914 West Eighth.

Standring S. A. Mrs., lodgings, 529 Eighth.

Stanford Hall, H. H. Poreh proprietor, NE cor Seventh and Wood.

Stanford Mary J. (widow), dwl 1575 Filbert.

Stanford W. E. Mrs., tailoress, 769 Fifteenth.

way, cor. Twelfth.

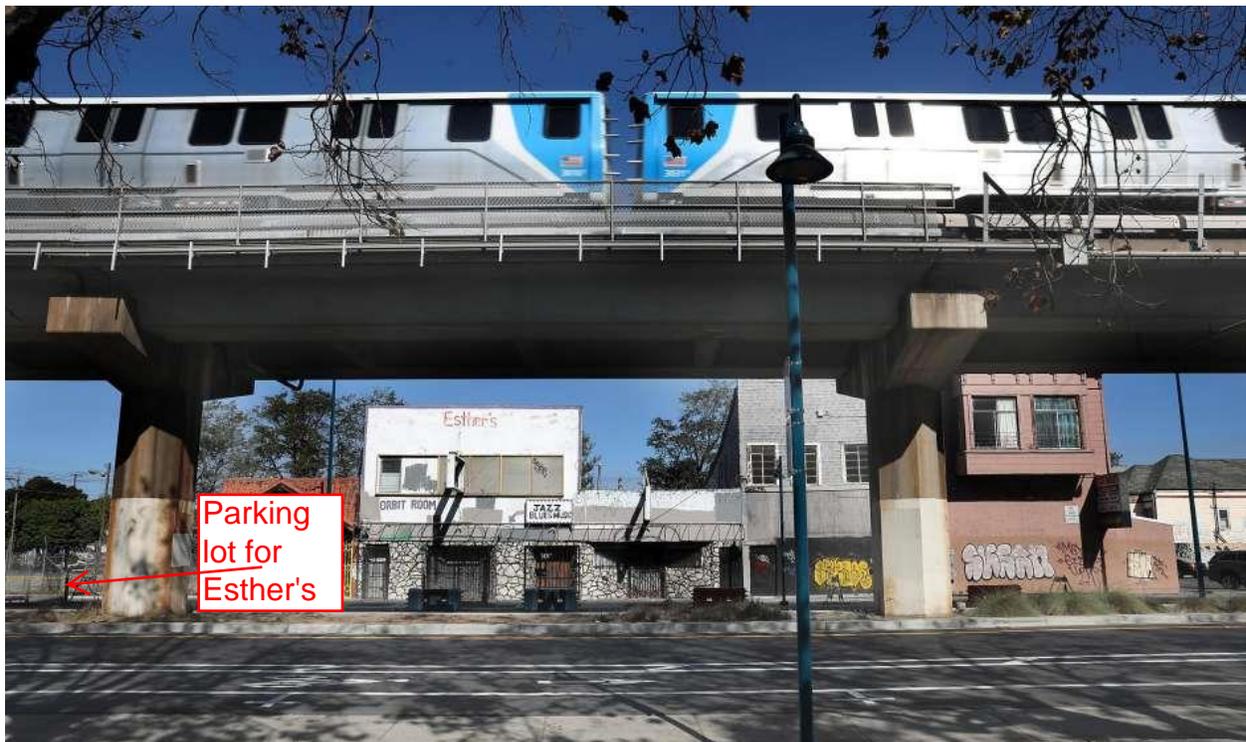
<https://sites.rootsweb.com/~cagha/directories/Alameda-1876-Directory.txt>

Porch, H. H.	W. Oakland	Prop.
Stanford stables	1852	1877

**The *San Francisco Chronicle*** Oct. 31, 2019

## A bygone jazz club is the forgotten story of Oakland's 'Harlem of the West' era

Justin Phillips Oct. 31, 2019 Updated: Oct. 31, 2019 2:39 p.m.



A BART train rolls above the now-empty Esther's Orbit Room (white building), a once legendary jazz venue.

Photo: Liz Hafalia / The Chronicle

The retelling of West Oakland's rich jazz history by those who lived it during the 1960s and 1970s is a beautiful tapestry of innuendo, fiction and untold truths.

Especially when it comes to Esther's Orbit Room.

For those who knew the place well, it was an intimate neighborhood hangout where locals grooved under a black ceiling dotted with flecks of gold paint. They sipped stiff drinks, like Bloody Marys so full of vodka they were transparent. The music was loud. The floor was sticky. Sweating through an outfit while dancing was a normal occurrence.

The stretch of Seventh Street between Peralta and Market Street roared to life following World War II, a time known for the Great Migration, when federal spending gave rise to a prominent black middle class in the Bay Area. Families found employment working at the local ports, docks and railroads.

Oakland's black population rose from around 8,000 to more than 21,000 between 1940-1945. During that time, more than 5,000 black people also settled in Richmond. Looking to connect with people who looked like them, black workers congregated in the same areas, creating swaths of the East Bay that were abundant in black culture.

By the end of the decade, Oakland was home to about 15 jazz clubs. Many were on Seventh Street, a neighborhood that became known as the Harlem of the West.

Across the bay, San Francisco saw its black population jump from fewer than 5,000 to more than 32,000 during the Great Migration. With the influx of black residents, San Francisco developed its own thriving black community in the Fillmore. It, too, was known as the Harlem of the West and deservedly so. Black-owned theaters, pool halls and restaurants dotted the strip, giving the neighborhood a cultural center for the city's black populace.

Buzzy jazz spots like Bop City and the Champagne Supper Club pulled in night owls to the Fillmore. Billie Holiday performed there, just like Charlie Parker and John Coltrane. Maya Angelou even mentioned the neighborhood in "I Know Why the Caged Bird Sings."

But San Francisco's black population declined rapidly following the Great Migration while the populations in Oakland and Richmond increased. Urban renewal in San Francisco in the 1960s and 1970s played a role in this outcome, a process that ultimately shuttered more than 800 businesses, forced out nearly 5,000 households and demolished 2,500 Victorian homes in a swath of the city with a historically black population.

As black folks fled the Fillmore, many found solace in Oakland, increasing the cultural vibrancy of the city. It may not have had the prestige of the Fillmore, but Seventh Street was a respectable Harlem of the West, albeit lesser known than its San Francisco counterpart.

Singers performed at bars in Oakland without bodyguards or managers, recalled singer Faye Carol. They would come in, sing and interact with the public. Everyone knew everyone else; people that Carol listened to on the radio were sometimes within arm's reach, depending on the night she was visiting or performing at the bar.

“We were playing the music we wanted to play. You couldn’t just call it jazz or blues or R&B because we were just singing what we liked,” Carol said. “The young people who went there respected the elders in the music, too, because you knew they had the juice. It was the place you could go and learn and grow.”

And at the heart of it all was Esther’s Orbit Room.

“Esther’s was a big deal for black art back then,” said Carol, who first performed there in the 1960s. “There wasn’t a hell of a lot of places for us to perform outside of our own communities. Esther’s was a place that really was the black community’s own.”

---

Esther Mabry, a Texas native, worked as a waitress at the nearby Slim Jenkins Supper Club before her namesake bar became a reality. She saved tips and opened Esther’s Breakfast Room in 1950. In 1959, she bought the building with her husband, William, where they offered live music and cocktails.

For a little while, it remained a blue-collar, late-night gathering spot for workers at the train yards and Alameda Naval Air Station. Musicians like Sam Cooke and Lou Rawls loved rabble-rousing at the nearby soul food spot, the Barn, after lighting up the stage at Slim Jenkins next door. They usually only stopped into Esther’s for a nightcap before heading to bed in the wee hours. At the time, they didn’t see Esther’s as a concert venue worthy of seeking out, since Slim Jenkins was only steps away — until Slim Jenkins was razed in 1962 and relocated to Jack London Square.

With the jazz and soul music mainstay gone from Seventh Street, the newly christened Esther’s Orbit Room became the premiere game on the block.

“Esther’s was a great place. And people went there to eat and drink because of Esther. Women didn’t have businesses like she did and people just really liked being around her,” said Johnny Tolbert, who performed throughout Oakland during the heyday.

In the years to come, Holiday, Al Green, B.B. King, Tina Turner, Lou Rawls and Etta James performed at Esther’s, according to neighborhood lore. There’s even a story — and a disputed photo — of Aretha Franklin dancing and singing at the bar.

The photo, as with many things relating to Esther’s, was only part of the story, one which Tolbert knows well. He performed with the Queen of Soul multiple times in the 1960s and 1970s and remembers that she preferred singing over her left shoulder, rather than her right, while sitting at a piano. If you ask him about that Aretha show at Esther’s, though, he says it never happened.

But there were plenty of artists who did perform there during a time when Seventh Street was a 24-hour hub for black culture.

“When I hear the word Esther’s Orbit Room, it reminds me of the roots of Oakland. It reminds me of the seeds that were planted so long ago that gave Oakland and the Bay Area its swagger, its groove, its funky vibrations,” said Xavier Amin Dphrepaulezz, a blues and R&B singer who goes by the stage name Fantastic Negrito.



The boarded-up Esther's Orbit Room, a once legendary jazz venue, as seen today.

Photo: Liz Hafalia / The Chronicle

The good times on Seventh Street didn't last forever, though. The first whispers of problems came in the form of roadway projects. In the late 1950s, West Oakland was cut off from downtown by the completion of the Cypress Structure part of the freeway.

Soon, the West Oakland BART station was built overhead, which differed from the less-intrusive lines in both Berkeley and downtown Oakland. With the new public transportation came noise from the trains and thus a less hospitable setting for musical acts.

There was also a natural attrition of black residents, some of whom were priced out of Oakland as rents rose, spurred by San Franciscans in search of more affordable homes.

As the light of Seventh Street began to dim over the years, Esther's transitioned again, this time from a venue epitomizing West Oakland's golden era of jazz into a simple neighborhood dive bar.

Before it closed in 2010, it was the longest standing bar from that bygone era and was known as "the Grand Lady of Seventh Street." Mabry died that same year.

As with its San Francisco counterpart, Oakland's Harlem of the West experience all but disappeared.



The sign for Esther's Orbit Room, which was taken down in 2015.

Photo: Michael Short / The Chronicle 2015

The sign outside Esther's, with its name in bright red cursive letters alongside an orange rocket, was removed in 2015.

The property that housed Esther's Orbit Room is little more than a dilapidated building on a block that's home to several such buildings. White paint is fading from the facade, as is

much of the lettering on the upper portions of the building. The doors to the club have been locked, windows are boarded up and sporadic works of graffiti appear.

Next door, the Barn is shuttered, its exterior in a similar state of disrepair. Around the corner is State Market Liquor, whose parking lot occupies a large portion of the block. All the properties exist in the shadows of passing BART trains.

Rumors have circulated about the future of the Esther's building. Earlier this year, a real estate listing for the property garnered attention, sparking discussion among locals interested in purchasing it. Many said they wanted to reopen the place and return it to its past glory. But the nearly decade-long closure has left the building in disrepair and some have considered tearing it down.

Esther's old location remains listed for sale — two buildings over three parcels of land at 1722-1724 Seventh St. for \$1.65 million. A full restoration of the property could cost millions, which is part of the reason many say it remains vacant. But for younger artists who weren't alive for the height of Esther's fame, there remains hope for its future.

"I hope it reopens and I'd love to be a part of it. Oakland needs live music venues that represent what the scene was," Dphrepaulezz said. "For a city of its size, Oakland has an unrivaled cultural legacy and we need to build on that."

But Esther's didn't exist in a vacuum. Tolbert said bringing Esther's back alone would not re-create the magic of the original club. Decades ago, Esther's captured locals' imagination due in large part to the neighborhood foot traffic and buzzy energy the club received from nearby black-owned businesses. Esther's was Esther's because Slim Jenkins was Slim Jenkins, Tolbert said.

"People like to romanticize the past, but you can't romanticize fantasy. It has to be based in reality," Tolbert said. "Esther's may not have been exactly what people want to say and believe it was these days, but I will say this: That place was special. Nobody can deny that."

*Justin Phillips is a San Francisco Chronicle staff writer. Email: [jphillips@sfchronicle.com](mailto:jphillips@sfchronicle.com).  
Twitter: [@JustMrPhillips](https://twitter.com/JustMrPhillips)*



[Justin Phillips](#)

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<https://www.facebook.com/SFChronicle/JustMrPhillips>

Justin Phillips joined the San Francisco Chronicle in November 2016 as a food writer. He previously served as the City, Industry, and Gaming reporter for the American Press in Lake Charles, Louisiana. He extensively covered the growth and transformation of Southwest Louisiana's multibillion dollar energy sector. Justin also served as a columnist for the American Press where he won a Louisiana-Mississippi Associated Press Media Editors award for his weekly food column. In the past, Justin spent time working in the newsrooms of the Contra Costa Times, the Tri Valley Herald, and the Oakland Tribune. He studied journalism at Louisiana Tech University.

Past Articles from this Author:

## Pictures relative to the operation of Gregory Gruendl, Gruendl, Inc. dba Ray's Electric, contractor for the City of Oakland at 7<sup>th</sup>, Wood and Goss

Gregory Gruendl, Gruendl, Inc leased the property at 7<sup>th</sup> & Wood during the latter part of 2018 and through most of 2019. Gruendl, Inc., owned by Gregory Gruendl is a California corporation (C1645486) dba Ray's Electric (hereafter designated as "Gruendl") entered into a lease for land at the corner of 7<sup>th</sup> and Wood Street in Oakland, CA on Dec. 10, 2018. Gruendl, Inc. is the prime contractor for the City of Oakland in the still unfinished 7th Street WOTV Streetscape project.

On at least 2 occasions Gruendl, remained on the premises without the permission of the Owner at the expiration of a lease term and without paying the rent owed in accordance with the holdover terms of the lease. Gruendl claimed to have finally vacated the property at the end of October, 2019.

Gruendl used the site for the parking, staging and operation of trucks, construction equipment and building materials with the knowledge and consent of the City of Oakland



PM 1:11 AUG/26/2019



PM 2:21 JUN/22/2019







## COMMERCIAL LEASE AND DEPOSIT RECEIPT

RECEIVED FROM Edwin J. Heath  
 hereinafter referred to as LESSEE,  
 the sum of \$ 15,000.00,  
 evidenced by cashier's check or wire transfer  
 as a deposit which shall belong to Alan Wofsy & Associates, a California corporation, and Myrtle Street  
 Flats, LLC, a California limited liability company, hereinafter referred to as LESSOR and shall be applied  
 as follows:

	TOTAL	RECEIVED	BALANCE DUE BY
Rent for the period July 1–Sept 30, 2016	\$15,000.00	\$	July <del>1</del> 2016
Security deposit (not applicable toward last month's rent)	\$	\$	
Other credit check	\$	\$	
<b>TOTAL</b>	<b>\$15,000.00</b>	<b>\$ 15,000.00</b>	<b>\$15,000</b>

In the event this Lease is not accepted by the Lessor **within 2 days**, the total deposit received will be refunded.

Lessee offers to lease from Lessor the premises situated in the City of Oakland, County of Alameda, State of California described as .61+- unimproved acres at 1728 7<sup>th</sup> Street, Oakland, CA 94607 (APN's 006 0019 027 02; 006 0019 028 02; 006 0019 008 00; 006 0019 010 01) (*The 7th, Wood and Goss Properties* or "Leased Premises") upon the following terms and conditions.

**1. TERM:** The term will commence on July 1, 2016 and end on September 30, 2016, unless renewed as provided in Section 33 below.

**2. RENT:** The total rent for the initial Term will be \$15,000.00, payable as follows: Payment of \$15,000.00 on July 1, 2016, during any renewal Term, monthly rent shall be due on the first of each month.

All rents will be paid to Lessor or his/her authorized agent, at the following address: Sunrise Properties, PO Box 2210, San Francisco, CA, 94126

or at such other places as may be designated by Lessor from time to time by first class mail, US priority mail or by express mail, with waiver of signature. Lessee may not pay rent except as provided herein. If rent is paid by any other means, including any method that requires Lessor's signature as a condition for receiving the rent, then there will be a \$50.00 charge to Lessee for each such instance.

In the event rent is not paid **within 6 days** after due date, Lessee agrees to pay a **late charge** of \$150 plus interest at 10% per annum on the delinquent amount. Lessee further agrees to pay \$ 25 for each dishonored bank check.

The late charge period is not a grace period, and Lessor is entitled to make written demand for any rent if not paid when due.

1

**3. USE:** The premises are to be used for the operation of financial, legal, and physical feasibility studies for development and for no other purpose, without prior written consent of Lessor.

Lessee will not commit any waste upon the premises, or any nuisance or any act, which may disturb the quiet enjoyment of any neighbors.

The City also requires that businesses obtain a business license.

**4. USES PROHIBITED:** Lessee will not use any portion of the premises for purposes other than those specified. No use will be made or permitted to be made upon the premises, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering the property. Lessee will not conduct or permit any sale by auction on the premises.

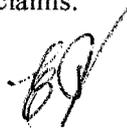
**5. ASSIGNMENT AND SUBLETTING:** Lessee will not assign this Lease or sublet any portion of the premises without prior written consent of the Lessor, which will not be unreasonably withheld. Any such assignment or subletting without consent will be void and, at the option of the Lessor, will terminate this Lease. Notwithstanding the foregoing, Lessee shall have the right to assign the Option to Purchase Under Lease attached hereto as Exhibit B and incorporated herein by this reference in his sole discretion provided this assignment is done concurrently with the Exercise of the Option to purchase.

**6. ORDINANCES AND STATUTES:** Lessee will comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may later be in force, regarding the use of the premises. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the premises will, at the option of the Lessor, be deemed a breach of this Lease.

**7. MAINTENANCE, REPAIRS, and ALTERATIONS:** Unless otherwise indicated, Lessee acknowledges that the premises are comprised of four parcels of unimproved real property. Where applicable, Lessee shall, at his/her own expense, maintain the premises in a good and safe condition, including plate glass, electrical wiring, plumbing and heating and air conditioning installations, and any other system or equipment. The premises will be surrendered, at termination of the Lease, in as good condition as received, normal wear and tear excepted. Where applicable, Lessee will be responsible for all repairs required, except the following which will be maintained by Lessor: roof, exterior walls, and structural foundations (including any retrofitting required by governmental authorities) and: Lessee will also maintain in good condition property adjacent to the premises, such as sidewalks, driveways, lawns, and shrubbery, which would otherwise be maintained by Lessor. No improvement or alteration of the premises will be made without the prior written consent of the Lessor. Prior to the commencement of any substantial repair, improvement, or alteration, Lessee will give Lessor at least **two (2) days written notice** in order that Lessor may post appropriate notices to avoid any liability for liens.

**8. ENTRY AND INSPECTION:** Lessee will permit Lessor or Lessor's agents to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises, and will permit Lessor, at any time **within sixty (60) days** prior to the expiration of this Lease, to place upon the premises any usual "For Lease" signs, and permit persons desiring to lease the premises to inspect the premises at reasonable times.

**9. INDEMNIFICATION OF LESSOR:** Lessor will not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the premises during the Term of the Lease. Lessee agrees to hold Lessor harmless from any claims for damages arising out of Lessee's use of the premises, and to indemnify Lessor for any expense incurred by Lessor in defending any such claims.

  
 2

**10. POSSESSION:** If Lessor is unable to deliver possession of the premises at the commencement date set forth above, Lessor will not be liable for any damage caused by the delay, nor will this Lease be void or voidable, but Lessee will not be liable for any rent until possession is delivered. Lessee may terminate this Lease if possession is not delivered **within 2 days** of the commencement term in Item 1.

**11. LESSEE'S INSURANCE:** Lessee, at his/her expense, will maintain public liability, and property damage insurance insuring Lessee and Lessor with minimum coverage as follows: \$1 million per occurrence.

Lessee will provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The policy will require **ten (10) day's written notice to Lessor prior to cancellation or material change of coverage.**

**12. LESSOR'S INSURANCE:** Lessor will maintain hazard insurance covering one hundred percent (100%) actual cash value of the improvements throughout the Lease term. Lessor's insurance will not insure Lessee's personal property, leasehold improvements, or trade fixtures.

**13. SUBROGATION:** To the maximum extent permitted by insurance policies which may be owned by the parties, Lessor and Lessee waive any and all rights of subrogation which might otherwise exist.

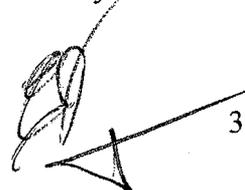
**14. UTILITIES:** If applicable, Lessee agrees that he/she will be responsible for the payment of all utilities, including water, gas, electricity, heat and other services delivered to the premises. Failure to pay applicable utility bills after notice and failure to cure is a default of Lessee's obligations under the terms of this Lease

**15. SIGNS:** Lessee will not place, maintain, nor permit any sign or awning on any exterior door, wall, or window of the premises without the express written consent of Lessor, which will not be unreasonably withheld.

**16. ABANDONMENT OF PREMISES:** Lessee shall not be required to occupy the premises at any time during the Term of this Lease. However, if Lessee is dispossessed of the premises by process of law, or otherwise, any personal property belonging to Lessee left on the premises will be deemed to be abandoned, at the option of Lessor.

**17. CONDEMNATION:** If any part of the premises is condemned for public use, and a part remains which is susceptible of occupation by Lessee, this Lease will, as to the part taken, terminate as of the date the condemnor acquires possession. Lessee will be required to pay such proportion of the rent for the remaining term as the value of the premises remaining bears to the total value of the premises at the date of condemnation; provided, however, that Lessor may at his/her option, terminate this Lease as of the date the condemnor acquires possession. In the event that the premises are condemned in whole, or the remainder is not susceptible for use by the Lessee, this Lease will terminate upon the date which the condemnor acquires possession. All sums which may be payable on account of any condemnation will belong solely to the Lessor; except that Lessee will be entitled to retain any amount awarded to him/her for his/her trade fixtures or moving expenses.

**18. TRADE FIXTURES:** Any and all improvements made to the premises during the term will belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination, remove all his/her trade fixtures, but will pay for all costs necessary to repair any damage to the premise occasioned by the removal.



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**19. DESTRUCTION OF PREMISES:** In the event of a partial destruction of the premises during the term, from any cause, Lessor will promptly repair the premises, provided that such repairs can be reasonably made **within sixty (60) days**. Such partial destruction will not terminate this Lease, except that Lessee will be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs interferes with the business of Lessee on the premises. If the repairs cannot be made **within sixty (60) days**, this Lease may be terminated at the option of either party by giving written notice to the other party **within the sixty (60) day period**.

**20. HAZARDOUS MATERIALS:** Lessee will not use, store, or dispose of any hazardous substances upon the premises, except the use and storage of such substances that are customarily used in Lessee's business, and are in compliance with all environmental laws. A hazardous substance means any hazardous waste, substance, or toxic materials regulated under any environmental laws or regulations applicable to the property. Lessee will be responsible for the cost of removal of any toxic contamination caused by Lessee's use of the premises.

**21. INSOLVENCY:** The appointment of a receiver, an assignment for the benefit of creditors, or the filing of a petition in bankruptcy by or against Lessee, will constitute a breach of this Lease by Lessee.

**22. DEFAULT:** In the event of any breach of this Lease by Lessee, Lessor may, at his option, terminate the Lease and recover from Lessee:

- (a) the worth at the time of award of the unpaid rent which had been earned at the time of termination;
- (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided;
- (c) the worth at time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided;
- and (d) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform his/her obligations under the Lease or which in the ordinary course of things would be likely to result therefrom.

Lessor may, in the alternative, continue this Lease in effect, as long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all of Lessor's rights and remedies under the Lease, including the right to recover the rent as it becomes due under the Lease. If said breach of Lease continues, Lessor may, at any time thereafter, elect to terminate the Lease.

These provisions will not limit any other rights or remedies which the Lessor may have.

**23. SECURITY:** The security deposit will secure the performance of the Lessee's obligations. Lessor may, but will not be obligated to, apply all or portions of the deposit on account of the Lessee's obligations. Any balance remaining upon termination will be returned to Lessee. Lessee will not have the right to apply the security deposit in payment of the last month's rent.

**24. DEPOSIT REFUNDS:** The balance of all deposits will be refunded within three weeks (or as otherwise required by law), from date possession is delivered to Lessor or his/her authorized agent, together with a statement showing any charges made against the deposits by Lessor.

**25. ATTORNEY FEES:** In any action or proceeding involving a dispute between Lessor and Lessee arising out of this Lease, the prevailing party will be entitled to reasonable attorney fees.

**26 WAIVER:** No failure of Lessor to enforce any term of this Lease will be deemed to be a waiver.

**27. NOTICES:** Any notice which either party may or is required to give, will be given by mailing the notice, postage prepaid, to Lessee c/o Legal Venture Counsel, Inc. 177 Post Street, Suite 900, San

Francisco, California 94108, or to Lessor at the address shown in Item 2, or at such other places as may be designated in writing by the parties from time to time. Notice will be effective **five days after mailing**, or upon delivery by overnight carrier, or when receipt is acknowledged in writing. Notices may be sent by Fax or e-mail as follows: Lessor: Fax 510.251.1840; e-mail [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net) and [editeur@earthlink.net](mailto:editeur@earthlink.net).

Lessee:

Fax 415.680.2346, email [jlbatman@legalvc.com](mailto:jlbatman@legalvc.com) and [edwinjheath@yahoo.com](mailto:edwinjheath@yahoo.com)

**28. HOLDING OVER:** Any holding over after the expiration of this Lease, with the consent of Lessor, will be a month-to-month tenancy at a monthly rent of \$8,000.00, payable in advance and otherwise subject to the terms of this Lease, as applicable, until either party will terminate the tenancy by giving the other party **thirty (30) days written notice**.

**29. TIME:** Time is of the essence of this Lease.

**30. HEIRS, ASSIGNS, and SUCCESSORS:** This Lease is binding upon and inures to the benefit of the heirs, assigns, and successors of the parties.

**31. TAX INCREASE:** NA

**32. COST OF LIVING INCREASE:** NA

**33. OPTION TO RENEW AND PURCHASE:** Lessee shall have two (2) successive options to renew this Lease, for periods of three (3) months each with thirty days advance written notice to Lessor. Rent shall increase upon exercise of first option to \$6,500 per month. Rent shall increase upon exercise of second option to \$8,000 per month. All other terms and conditions shall remain the same for each and every option potentially exercised.

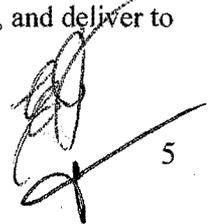
Provided Lessee has complied with the terms of this Lease and made timely rental payments, Lessee shall have the right to purchase the property during the initial Term of the Lease or any extensions under this Paragraph in accordance with Exhibit B, which is the primary consideration to Lessee for entering into this Lease.

**34. AMERICANS WITH DISABILITIES ACT:** The parties are alerted to the existence of the Americans with Disabilities Act, which may require costly structural modifications. The parties are advised to consult with a professional familiar with the requirements of the Act.

**35. LESSOR'S LIABILITY:** Subject to section (g) of Exhibit B, in the event of a transfer of Lessor's title or interest to the property during the term of this Lease, Lessee agrees that the grantee of such title or interest will be substituted as the Lessor under this Lease, and the original Lessor will be released of all further liability; provided, that all deposits will be transferred to the grantee.

**36. ESTOPPEL CERTIFICATE:**

(a) On **ten (10) days' prior written notice** from Lessor, Lessee will execute, acknowledge, and deliver to Lessor a statement in writing:



[1] certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the amount of any security deposit, and the date to which the rent and other charges are paid in advance, if any; and [2] acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective buyer or encumbrancer of the premises.

(b) At Lessor's option, Lessee's failure to deliver such statement within such time will be a material breach of this Lease or will be conclusive upon Lessee:

[1] that this Lease is in full force and effect, without modification except as may be represented by Lessor; [2] that there are no uncured defaults in Lessor's performance; and [3] that not more than one month's rent has been paid in advance.

(c) If Lessor desires to finance, refinance, or sell the premises, or any part thereof, Lessee agrees to deliver to any lender or buyer designated by Lessor such financial statements of Lessee as may be reasonably required by such lender or buyer. All financial statements will be received by the Lessor or the lender or buyer in confidence and will be used only for the purposes set forth.

**37. ENTIRE AGREEMENT:** The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by all parties. The following exhibits are a part of this Lease:

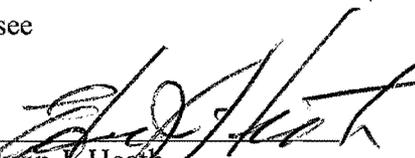
Exhibit A: Legal Description

Exhibit B: Option to Purchase

Exhibit C: Joint Escrow Instructions (These will not be effective unless Lessee exercises the Option to Purchase.)

The undersigned Lessee acknowledges that he/she has thoroughly read and approved each of the provisions contained in this Lease, and agrees to the terms and conditions specified.

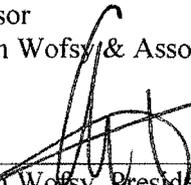
Lessee

By   
Edwin J. Heath

Date 07/19/16

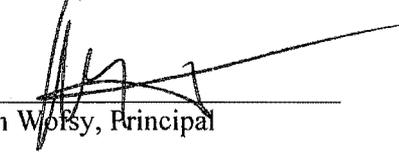
Accepted and agreed by Lessor:

Lessor  
Alan Wofsy & Associates

By   
Alan Wofsy, President

Date 7-19-16

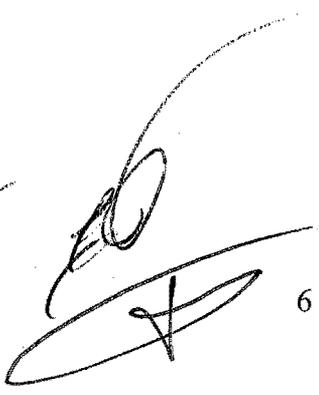
Myrtle Street Flats, LLC

By   
Alan Wofsy, Principal

Date 7-19-16

The effective date of this Lease is July 1, 2016.

  
Lessee  
  
Lessor



**Exhibit A**  
**Legal Description**  
*The 7th, Wood and Goss Properties*  
*The Leased Premises*

Real property in the City of Oakland, County of Alameda, State of California, described as follows:

PARCEL 1 : (APN: 006-0019-008)

LOTS 21 AND 22, BLOCK 25, MAP OF LAND ON OAKLAND POINT, FILED MAY 25, 1864, MAP BOOK 5, PAGE 33, ALAMEDA COUNTY RECORDS.

PARCEL 2 : (APN: 006-0019-028-02)

A PORTION OF LOT 14, AND ALL OF LOTS 15, 16, 17, 18, 19 AND 20, IN BLOCK 25, ACCORDING TO THE "MAP OF LAND ON OAKLAND POINT (RAIL-ROAD FERRY LANDING), CITY OF OAKLAND, TRACT 406", FILED MAY 24, 1864, IN BOOK 5 OF MAPS, PAGE 33, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, BOUNDED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERN LINE OF WOOD STREET WITH THE NORTHERN LINE OF 7TH STREET, FORMERLY OAKLAND AVENUE, AS SAID STREET AND AVENUE ARE SHOWN ON SAID MAP; RUNNING THENCE EASTERLY ALONG THE SAID LAST MENTIONED LINE 128.75 FEET; THENCE NORTHERLY PARALLEL WITH THE SAID EASTERN LINE OF WOOD STREET, 100.375 FEET TO THE NORTHERN LINE OF SAID LOT 14; THENCE WESTERLY PARALLEL WITH SAID LINE OF 7TH STREET 48.125 FEET TO THE SOUTHEASTERN CORNER OF SAID LOT 19; THENCE NORTHERLY ALONG THE EASTERN LINES OF SAID LOTS 19 AND 20, AND PARALLEL WITH THE SAID EASTERN LINE OF WOOD STREET, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTHERN LINE OF SAID LOT 20; THENCE WESTERLY ALONG THE SAID LAST MENTIONED LINE AND PARALLEL WITH THE SAID NORTHERN LINE OF 7TH STREET, 80.625 FEET TO A POINT ON THE SAID EASTERN LINE OF WOOD STREET; THENCE SOUTHERLY ALONG THE SAID LAST MENTIONED LINE 150.375 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION GRANTED TO THE STATE OF CALIFORNIA, AS DESCRIBED IN THE GRANT DEED RECORDED FEBRUARY 25, 1994, UNDER RECORDER'S INSTRUMENT NUMBER 94075031 OF OFFICIAL RECORDS.

PARCEL 3 : (APN: 006-0019-010-01)

LOTS 23 AND 24, BLOCK 25, MAP OF LAND ON OAKLAND POINT (RAILROAD FERRY LANDING), CITY OF OAKLAND", FILED MAY 24, 1864, MAP BOOK 5, PAGE 33, ALAMEDA COUNTY RECORDS.

PARCEL 4 : (APN: 006-0019-027-02)

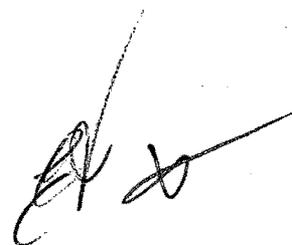
ALL OF LOT 13 AND A PORTION OF LOTS 12 AND 14 IN BLOCK 25, ACCORDING TO THE "MAP OF LAND ON OAKLAND POINT (RAILROAD FERRY LANDING) CITY OF OAKLAND TRACT 406", FILED MAY 24, 1864, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ALAMEDA COUNTY AND OF RECORD IN MAP BOOK 5, PAGE 33, BOUNDED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERN LINE OF 7TH STREET, FORMERLY OAKLAND AVENUE, DISTANT THEREON EASTERLY 128.75 FEET FROM THE POINT OF INTERSECTION



THEREOF WITH THE EASTERN LINE OF WOOD STREET, AS SAID AVENUE AND STREET ARE SHOWN ON SAID MAP AND RUNNING THENCE EASTERLY ALONG SAID LINE OF 7TH STREET, 31.63 FEET; THENCE NORTHERLY PARALLEL WITH SAID LINE OF WOOD STREET, 100.38 FEET TO A POINT ON THE NORTHERN LINE OF LOT NO. 12, IN BLOCK NO. 25, AS SAID LOT AND BLOCK ARE SHOWN ON THE SAID MAP; THENCE WESTERLY ALONG THE LAST MENTIONED LINE AND THE NORTHERN LINE OF LOTS NOS. 13 AND 14, IN BLOCK NO. 25, AS SHOWN ON SAID MAP, 31.63 FEET; THENCE SOUTHERLY PARALLEL WITH SAID LINE OF WOOD STREET, 100.38 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION GRANTED TO THE STATE OF CALIFORNIA, AS DESCRIBED IN THE GRANT DEED RECORDED NOVEMBER 4, 1993, UNDER RECORDER'S INSTRUMENT NUMBER 93394319 OF OFFICIAL RECORDS.

A handwritten signature in black ink, appearing to be 'E. J. O.', located in the lower right quadrant of the page.

<b>PROJECT NAME &amp; NO.</b>	7 <sup>th</sup> Street Project #0455560	<b>GRANTOR</b>	Myrtle Street Flats LLC
<b>GRANTEE</b>	East Bay Municipal Utility District	<b>ADDRESS</b>	7 <sup>th</sup> St and Wood St; APN: 6-19-28-2

**EAST BAY MUNICIPAL UTILITY DISTRICT  
TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT**

**THIS AGREEMENT**, made by and between MYRTLE STREET FLATS, LLC, hereinafter called the "Grantor", and EAST BAY MUNICIPAL UTILITY DISTRICT, a public corporation organized and existing under the laws of the State of California, its contractors and their authorized agents, hereinafter called the "Grantee",

**WITNESSETH:**

**THE** Grantor hereby grants to the Grantee a Temporary Construction Easement for the use of approximately 14,214 square feet of land located on 7<sup>th</sup> Street in Oakland, CA, more accurately described as APN: 6-19-28-2 as depicted in Exhibit "A" attached hereto and made a part hereof ("Property") along with the existing drive aisles to be used for access to the Property.

GRANTEE shall have and hold the Temporary Construction Easement from September 18, 2017 until November 30, 2017. Should Grantee require a one month extension it must provide fifteen (15) days' notice to Grantor.

RENT shall be three thousand five hundred Dollars a month (\$3,500) payable in monthly installments due on the first of each month. The initial payment shall include the pro-rata rent for the remainder of September and all of October, in the amount of five thousand sixteen Dollars and sixty-seven Cents (\$5,016.67), and shall be delivered to Grantor no later than October 1, 2017. If Grantee elects to exercise its option to extend, it will pay Grantee rent in the amount of three thousand five hundred Dollars a month (\$3,500) for the month of December payable on or before December 1, 2017.

AS condition for the use of the Property, the Grantee will install temporary fencing within the Property to delineate the area from the rest of the property that may continue to be used by the Grantor and other users.

GRANTEE agrees to indemnify, defend and hold Grantor, its officers, agents, and employees harmless from and against any and all loss, liability, expense, claims, costs, suits, damages and attorney's fees, arising directly out of the Grantee's negligent operation or performance under this Agreement.

GRANTEE agrees upon the completion of its work to restore as near as possible the surface of the ground within the Property and the drive aisles required for access to the condition in which they were prior to the commencement of said work.

THE performance of this agreement constitutes the entire consideration for said temporary access easement and shall relieve Grantee of all future obligations or claims on this account.

**IN WITNESS WHEREOF**, the Grantor has executed this indenture this \_\_ day of \_\_\_\_\_, 2017.

*[Signature Page Follows]*

<b>PROJECT NAME &amp; NO.</b>	7 <sup>th</sup> Street Project #0455560	<b>GRANTOR</b>	Myrtle Street Flats LLC
<b>GRANTEE</b>	East Bay Municipal Utility District	<b>ADDRESS</b>	7 <sup>th</sup> St and Wood St; APN: 6-19-28-2

EAST BAY MUNICIPAL UTILITY DISTRICT

Myrtle Street Flats, LLC

Reviewed and Recommended by:

By: 

George R. Wells III  
 George Wells  
 Asst Construction & Mtrnc Superintendent

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 9-18-2017

Date: \_\_\_\_\_

Approved By:

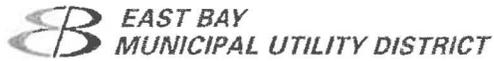
  
 \_\_\_\_\_  
 Matt Elawady  
 Manager of Real Estate Services

Date: 9.18.17

<b>PROJECT NAME &amp; NO.</b>	7 <sup>th</sup> Street Project #0455560	<b>GRANTOR</b>	Myrtle Street Flats LLC
<b>GRANTEE</b>	East Bay Municipal Utility District	<b>ADDRESS</b>	7 <sup>th</sup> St and Wood St; APN: 6-19-28-2

## EXHIBIT A





September 15, 2017

Myrtle Street Flats LLC  
dba Sunrise Properties  
and Alan Wofsy & Associates,  
a California Corporation  
401 Terry Francois St.  
San Francisco Ca 94158

RE: Proof of Self-Insurance for Short-Term Lease

To Whom It May Concern:

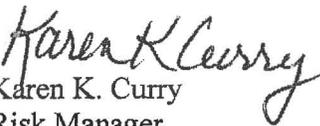
This letter certifies that East Bay Municipal Utility District (EBMUD) is self-insured for commercial general, auto liability, and workers' compensation to the amounts required by Myrtle Street Flats LLC dba Sunrise Properties and Alan Wofsy & Associates, a California Corporation, for the short-term lease of the property that is identified by APN 6-19-28-2, measuring approximately 14,214 square feet and located on 7<sup>th</sup> Street in Oakland California.

Self-insured coverage is as follows:

- ◆ Commercial General Liability not less than \$5,000,000 per occurrence
- ◆ Business Automobile coverage not less than \$5,000,000 per occurrence for bodily injury and property damage;
- ◆ Workers' Compensation Statutory Limits

I certify that it is within my authority to provide proof of insurance on behalf of EBMUD.

Sincerely,

  
Karen K. Curry  
Risk Manager

KKC:va

cc: Robert Lynn, Real Estate Services – East Bay Municipal Utility District

## TEMPORARY CONSTRUCTION EASEMENT

ALAN WOFSY & ASSOCIATES

(“**Property Owner**”), hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“**PG&E**”), a temporary construction easement (“**TCE**”), to be used in connection with PG&E’s gas pipeline cathodic protection project (“**PG&E’s Project**”), within Property Owner’s lands which are situated in the City of Oakland, County of Alameda, State of California, identified as 722 Wood Street, County Assessor’s Parcel Number 006-0019-008, 006-0019-010-01, 006-0019-027-02 (the “**Property**”).

The activities allowed under this TCE is/are described as follows:

To use the area outlined in green on the map attached hereto as Exhibit A and made a part hereof as a working, laydown and staging area, including the right to park vehicles belonging to PG&E and its employees and contractors and the right to locate construction trailers and construction equipment, portable restrooms and water storage tanks thereon.

The activities described above shall be within the area(s) delineated on the map attached and collectively referred to as (“**Temporary Easement Area**”).

1. **Term.** The term of this TCE shall be for a period of 2 months commencing on September 15, 2019 and shall terminate on November 15, 2019 (the “**Term**”). PG&E shall have the right, subject to the terms herein, to extend the Term on a month to month basis for up to 1 month by giving the Property Owner written notice of its intention prior to the expiration of the Term. This TCE shall be irrevocable during the Term, except in the case of material breach of the terms and conditions of this TCE.
2. **Compensation.** PG&E shall pay Property Owner Two Thousand Five Hundred Dollars (2,500.00) per month for a total amount of Five Thousand Dollars (\$5,000.00) as compensation for this TCE and shall deliver the total payment after receiving a completed IRS W-9 Form and an executed copy of this TCE. If PG&E extends the Term of this TCE, PG&E shall pay Property Owner Two Thousand Five Hundred Dollars (2,500.00) per month for the duration of the extended Term.
3. **Exclusive Use; Access; Fencing.** During the Term of this TCE, PG&E shall have the exclusive right to use the Temporary Easement Area and the right of ingress to and egress from the Temporary Easement Area. PG&E shall have the further right to erect and maintain temporary fencing and gates with a locking device to enclose the Temporary Easement Area, and shall remove such fencing and gates at the end of the Term.
4. **Indemnification.** PG&E agrees to indemnify Property Owner against any loss and damage which shall be caused by any wrongful or negligent act or omission of PG&E or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Property Owner’s comparative negligence or willful misconduct.

5. **Compliance with Laws.** Interpretation and enforcement of this TCE shall be governed by the laws of the State of California. In exercising the rights granted under this TCE, PG&E shall comply with all laws, ordinances, and regulations pertaining to its use. PG&E is required under State and local law to re-stabilize any disturbed project location within the Temporary Easement Area in order to control soil erosion and sediment runoff, in accordance with applicable project permits. PG&E shall have the right to access the Temporary Easement Area as reasonably necessary to allow it to meet any applicable project permit obligations after the Term.
6. **Restoration.** Upon completion of PG&E's Project, PG&E shall repair any damage and restore the Temporary Easement Area to as near as practicable to the condition that existed prior to PG&E use under this TCE. PG&E shall remove all personal property.
7. **Representation.** Property Owner represents and warrants the Temporary Easement Area is vacant and free from any encumbrances that would interfere with PG&E's full enjoyment of this TCE.
8. **Entire Agreement.** This TCE supersedes all previous oral and written agreements between and representation by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This TCE may not be amended except by a written agreement.
9. **Authority of Signatory.** Each party to this TCE warrants to the other that it has the right and authority to enter into and consummate this TCE and all related documents.
10. **Successors, Heirs, and Assigns.** This provisions of this TCE shall inure to the benefit of and bind the successors and assigns of the respective parties.
11. **Electronic Signatures.** This TCE may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf") version by email and such electronic signature(s) shall be deemed as original for purposes of this TCE and shall have the same force and effect as a manually executed original.

PROPERTY OWNER:

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

722 Wood Street, Oakland CA 94607

APN 006-0019-008, 006-0019-010-01, 006-0019-027-02

**Contact information:** Alan Wofsy (510) 482-3677 e-mail: [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net),  
[editeur@earthlink.net](mailto:editeur@earthlink.net)



 Easement Area: approx. 11,300 square feet

## COMMERCIAL LEASE AND DEPOSIT RECEIPT

RECEIVED FROM Gruendl Inc., a California corporation (C1645486)

hereinafter referred to as LESSEE,  
the sum of \$6000.00,  
evidenced by cashier's check or wire transfer  
as a deposit which shall belong to Lessor and shall be applied as follows:

TOTAL	RECEIVED	BALANCE DUE BY
Rent for the period 12-10-18 to 1-10-19	\$2000	\$
Security deposit (not applicable toward last month's rent)	\$4000	\$
Other credit check	\$	\$
TOTAL	\$6000	\$
		Dec. 10, 2018

In the event this Lease is not accepted by the Lessor **within 2 days**, the total deposit received will be refunded.

Lessee offers to lease from Lessor the premises situated in the City of Oakland, County of Alameda, State of California described as Assessor parcels 28-2 (lots 14-18) with approximately 10,000 sq. ft. upon the following terms and conditions:

**1. TERM:** The term will commence on Dec. 10, 2018 and end on July 10, 2019.

**2. RENT:** The total rent will be \$16000.00, payable as follows: Payment of \$2000.00 on the first of each month

All rents will be paid to Lessor or his/her authorized agent, at the following address: Sunrise Properties, PO Box 2210, San Francisco, CA, 94126

or at such other places as may be designated by Lessor from time to time by simple first class mail, simple priority mail or by express mail, with waiver of signature. Tenant may not pay rent except as provided herein. If rent is paid by any other means, including any method that requires Owner's signature as a condition for receiving the rent, then there will be a \$50.00 charge to Tenant for each such instance.

In the event rent is not paid **within 6 days** after due date, Lessee agrees to pay **a late charge** of \$120 plus interest at 10% per annum on the delinquent amount. Lessee further agrees to pay \$ 50 for each dishonored bank check. The late charge period is not a grace period, and Lessor is entitled to make written demand for any rent if not paid when due.

**3. USE:** The premises are to be used for the operation of contractor storage and for no other purpose, without prior written consent of Lessor. Lessee will not commit any waste upon the premises, or any nuisance or any act, which may disturb the quiet enjoyment of any tenant in the building. The City also requires that businesses obtain a business license. Lessee may not use any of the adjacent land and agrees to pay an additional charge of \$2000.00 per month if Lessee encroaches on Assessor parcels 8, 10-1 or 27-2. Lessee will provide access to Assessor Parcel 27-2 to Lessor or another lessee..

**4. USES PROHIBITED:** Lessee will not use any portion of the premises for purposes other than those specified. No use will be made or permitted to be made upon the premises, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering the property. Lessee will not conduct or permit any sale by auction on the premises.

**5. ASSIGNMENT AND SUBLETTING:** Lessee will not assign this Lease or sublet any portion of the premises without prior written consent of the Lessor, which will not be unreasonably withheld. Any such assignment or subletting without consent will be void and, at the option of the Lessor, will terminate this Lease.

**6. ORDINANCES AND STATUTES:** Lessee will comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may later be in force, regarding the use of the premises. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the premises will, at the option of the Lessor, is deemed a breach of this Lease.

**7. MAINTENANCE, REPAIRS, and ALTERATIONS:** Unless otherwise indicated, Lessee acknowledges that the premises are in good order and repair. Lessee shall, at his/her own expense, maintain the premises in a good and safe condition, including plate glass, electrical wiring, plumbing and heating and air conditioning installations, and any other system or equipment. The premises will be surrendered, at termination of the Lease, in as good condition as received, normal wear and tear excepted. Lessee will be responsible for all repairs required, except the following which will be maintained by Lessor: roof, exterior walls, and structural foundations (including any retrofitting required by governmental authorities) and:

Lessee will also maintain in good condition property adjacent to the premises, such as sidewalks, driveways, lawns, and shrubbery, which would otherwise be maintained by Lessor.

No improvement or alteration of the premises will be made without the prior written consent of the Lessor. Prior to the commencement of any substantial repair, improvement, or alteration, Lessee will give Lessor at least **two (2) days written notice** in order that Lessor may post appropriate notices to avoid any liability for liens.

Lessee will install a fence or other barrier between East Goss Street portion (Assessor parcels 8 and 10-1) and the leased West 7<sup>th</sup> Street portion of the premises (Assessor parcel 28-2).

**8. ENTRY AND INSPECTION:** Lessee will permit Lessor or Lessor's agents to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises, and will permit Lessor, at any time **within sixty (60) days** prior to the expiration of this Lease, to place upon the premises any usual "For Lease" signs, and permit persons desiring to lease the premises to inspect the premises at reasonable times.

**9. INDEMNIFICATION OF LESSOR:** Lessor will not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the premises. Lessee agrees to hold Lessor harmless from any claims for damages arising out of Lessee's use of the premises, and to indemnify Lessor for any expense incurred by Lessor in defending any such claims.

**10. POSSESSION:** If Lessor is unable to deliver possession of the premises at the commencement date set forth above, Lessor will not be liable for any damage caused by the delay, nor will this Lease be void or voidable, but Lessee will not be liable for any rent until possession is delivered. Lessee may terminate this Lease if possession is not delivered **within 2 days** of the commencement term in Item 1.

**11. LESSEE'S INSURANCE:** Lessee, at his/her expense, will maintain plate glass, public liability, and property damage insurance insuring Lessee and Lessor with minimum coverage as follows: \$1 million per occurrence.

Lessee will provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The policy will require **ten (10) day's written notice to Lessor prior to cancellation or material change of coverage.**

**12. LESSOR'S INSURANCE:** Lessor will maintain hazard insurance covering one hundred percent (100%) actual cash value of the improvements throughout the Lease term. Lessor's insurance will not insure Lessee's personal property, leasehold improvements, or trade fixtures.

**13. SUBROGATION:** To the maximum extent permitted by insurance policies which may be owned by the parties, Lessor and Lessee waive any and all rights of subrogation which might otherwise exist.

**14. UTILITIES:** Lessee agrees that he/she will be responsible for the payment of all utilities, including water, gas, electricity, heat and other services delivered to the premises. Failure to pay utility bills is a default of Lessee's obligations under the terms of this lease. Lessor does not warrant that utilities are available.

**15. SIGNS:** Lessee will not place, maintain, nor permit any sign or awning on any exterior door, wall, or window of the premises without the express written consent of Lessor, which will not be unreasonably withheld.

**16. ABANDONMENT OF PREMISES:** Lessee will not vacate or abandon the premises at any time during the term of this Lease. If Lessee does abandon or vacate the premises, or is dispossessed by process of law, or otherwise, any personal property belonging to Lessee left on the premises will be deemed to be abandoned, at the option of Lessor.

**17. CONDEMNATION:** If any part of the premises is condemned for public use, and a part remains which is susceptible of occupation by Lessee, this Lease will, as to the part taken, terminate as of the date the condemnor acquires possession. Lessee will be required to pay such proportion of the rent for the remaining term as the value of the premises remaining bears to the total value of the premises at the date of condemnation; provided, however, that Lessor may at his/her option, terminate this Lease as of the date the condemnor acquires possession. In the event that the premises are condemned in whole, or the remainder is not susceptible for use by the Lessee, this Lease will terminate upon the date which the condemnor acquires possession. All sums which may be payable on account of any condemnation will belong solely to the Lessor; except that Lessee will be entitled to retain any amount awarded to him/her for his/her trade fixtures or moving expenses.

**18. TRADE FIXTURES:** Any and all improvements made to the premises during the term will belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination, remove all his/her trade fixtures, but will pay for all costs necessary to repair any damage to the premise occasioned by the removal.

**19. DESTRUCTION OF PREMISES:** In the event of a partial destruction of the premises during the term, from any cause, Lessor will promptly repair the premises, provided that such repairs can be reasonably made **within sixty (60) days**. Such partial destruction will not terminate this Lease, except that Lessee will be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs interferes with the business of Lessee on the premises. If the repairs cannot be made **within sixty (60) days**, this Lease may be terminated at the option of either party by giving written notice to the other party **within the sixty (60) day period**.

**20. HAZARDOUS MATERIALS:** Lessee will not use, store, or dispose of any hazardous substances upon the premises, except the use and storage of such substances that are customarily used in Lessee's business, and are in compliance with all environmental laws. A hazardous substance means any hazardous waste, substance, or toxic materials regulated under any environmental laws or regulations applicable to the property. Lessee will be responsible for the cost of removal of any toxic contamination caused by Lessee's use of the premises.

**21. INSOLVENCY:** The appointment of a receiver, an assignment for the benefit of creditors, or the filing of a petition in bankruptcy by or against Lessee, will constitute a breach of this Lease by Lessee.

**22. DEFAULT:** In the event of any breach of this Lease by Lessee, Lessor may, at his option, terminate the Lease and recover from Lessee:

- (a) the worth at the time of award of the unpaid rent which had been earned at the time of termination;
- (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided;
- (c) the worth at time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (d) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform his/her obligations under the Lease or which in the ordinary course of things would be likely to result therefrom.

Lessor may, in the alternative, continue this Lease in effect, as long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all of Lessor's rights and remedies under the lease, including the right to recover the rent as it becomes due under the Lease. If said breach of Lease continues, Lessor may, at any time thereafter, elect to terminate the Lease.

These provisions will not limit any other rights or remedies which the Lessor may have.

**23. SECURITY:** The security deposit will secure the performance of the Lessee's obligations. Lessor may, but will not be obligated to, apply all or portions of the deposit on account of the Lessee's obligations. Any balance remaining upon termination will be returned to Lessee. Lessee will not have the right to apply the security deposit in payment of the last month's rent.

**24. DEPOSIT REFUNDS:** The balance of all deposits will be refunded within three weeks (or as otherwise required by law), from date possession is delivered to Lessor or his/her authorized agent, together with a statement showing any charges made against the deposits by Lessor.

**25. ATTORNEY FEES:** In any action or proceeding involving a dispute between Lessor and Lessee arising out of this lease, the prevailing party will be entitled to reasonable attorney fees.

**26 WAIVER:** No failure of Lessor to enforce any term of this lease will be deemed to be a waiver.

**27. NOTICES:** Any notice which either party may or is required to give, will be given by mailing the notice, postage prepaid, to Lessee at the premises, or to Lessor at the address shown in Item 2, or at such other places as may be designated in writing by the parties from time to time. Notice will be effective **five days after mailing**, or on personal delivery, or when receipt is acknowledged in writing. Notices may be sent by Fax or e-mail as follows: Lessor: Fax 510.251.1840; e-mail [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net) and [editeur@earthlink.net](mailto:editeur@earthlink.net).

Lessee:

GREGORY GRUENDL, Gruendl, Inc. email: [greg@rayselectric.net](mailto:greg@rayselectric.net)  
fax: 510-577-7706

**28. HOLDING OVER:** Any holding over after the expiration of this Lease, with the consent of Owner, will be a monthtomonth tenancy at a monthly rent of \$3000.00, payable in advance and otherwise subject to the terms of this Lease, as applicable, until either party will terminate the tenancy by giving the other party **thirty 30) days written notice**.

**29. TIME:** Time is of the essence of this Lease.

**30. HEIRS, ASSIGNS, and SUCCESSORS:** This Lease is binding upon and inures to the benefit of the heirs, assigns, and successors of the parties.

**31. TAX INCREASE:** NA

**32. COST OF LIVING INCREASE:** NA

**33. OPTION TO RENEW:** NA

**34. AMERICANS WITH DISABILITIES ACT:** The parties are alerted to the existence of the Americans with Disabilities Act, which may require costly structural modifications. The parties are advised to consult with a professional familiar with the requirements of the Act.

**35. LESSOR'S LIABILITY:** In the event of a transfer of Lessor's title or interest to the property during the term of this Lease, Lessee agrees that the grantee of such title or interest will be substituted as the Lessor under this Lease, and the original Lessor will be released of all further liability; provided, that all deposits will be transferred to the grantee.

**36. ESTOPPEL CERTIFICATE:**

(a) On **ten (10) days' prior written notice** from Lessor, Lessee will execute, acknowledge, and deliver to Lessor a statement in writing:

[1] certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the amount of any security deposit, and the date to which the rent and other charges are paid in advance, if any; and

[2] acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective buyer or encumbrancer of the premises.

(b) At Lessor's option, Lessee's failure to deliver such statement within such time will be a material breach of this Lease or will be conclusive upon Lessee:

[1] that this Lease is in full force and effect, without modification except as may be represented by Lessor; [2] that there are no uncured defaults in Lessor's performance; and [3] that not more than one month's rent has been paid in advance.

(c) If Lessor desires to finance, refinance, or sell the premises, or any part thereof, Lessee agrees to deliver to any lender or buyer designated by Lessor such financial statements of Lessee as may be reasonably required by such lender or buyer. All financial statements will be received by the Lessor or the lender or buyer in confidence and will be used only for the purposes set forth.

**37. GOVERNING LAW:** The applicable law to enforce this contract is California law and the applicable venue is Alameda County,

**38. ENTIRE AGREEMENT:** The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by all parties. The following exhibits are a part of this Lease:

Exhibit A: Site Plan

The undersigned Lessee acknowledges that he/she has thoroughly read and approved each of the provisions contained in this Offer, and agrees to the terms and conditions specified.

Lessee \_\_\_\_\_ Date \_\_\_\_\_  
By  \_\_\_\_\_  
Gruendl Inc

Receipt for deposit acknowledged by:

Lessor \_\_\_\_\_ Date \_\_\_\_\_  
By \_\_\_\_\_  
Sunrise Properties

**ACCEPTANCE**

The undersigned Lessor accepts the foregoing Offer and agrees to lease the premises on the terms and conditions set forth above

Lessor

Date

BY \_\_\_\_\_  
Sunrise Properties

\_\_\_\_\_

Lessee acknowledges receipt of a copy of the accepted Lease.

Lessee

Date

By \_\_\_\_\_  
Gruendl Inc.

\_\_\_\_\_

**RAY'S ELECTRIC**  
PH. (510) 577-7700  
411 PENDLETON WAY, SUITE B  
OAKLAND, CA 94621

**BANK OF THE WEST**  
OAKLAND, CA 94612  
1-800-488-2265  
90-78/1211

Check Number

**063733**

63733

DATE

AMOUNT

\*\*\*\*\*FOUR THOUSAND DOLLARS AND 00 CENTS\*\*\*\*\*

12/10/18

\*\*\*\*\*\$4,000.00

PAY TO THE  
ORDER OF

SUNRISE PROPERTIES  
401 CHINA BASIN SUITE 202  
SAN FRANCISCO CA 94158

**RAY'S ELECTRIC**



MEMO

⑈063733⑈ ⑆121100782⑆ 054093448⑈

**RAY'S ELECTRIC**

**063733**

Vendor	885	Sunrise Properties	Check	63733	12/10/18	
Trx No	Invoice No	Inv Date	Job/Description	Gross	Discount	Check Amount
8377	Deposit	12/10/18	18-21C	4,000.00		4,000.00
				4,000.00	0.00	4,000.00

**RAY'S ELECTRIC**  
 PH. (510) 577-7700  
 411 PENDLETON WAY, SUITE B  
 OAKLAND, CA 94621

**BANK OF THE WEST**  
 OAKLAND, CA 94612  
 1-800-488-2265  
 90-78/1211

Check Number **063732**

63732

	DATE	AMOUNT
*****TWO THOUSAND DOLLARS AND 00 CENTS*****		
	12/10/18	*****\$2,000.00

PAY TO THE ORDER OF  
 SUNRISE PROPERTIES  
 401 CHINA BASIN SUITE 202  
 SAN FRANCISCO CA 94158



*[Signature]*  
 RAY'S ELECTRIC

MEMO

⑈063732⑈ ⑆121100782⑆ 054093448⑈

**RAY'S ELECTRIC**

**063732**

Vendor	885	Sunrise Properties	Check	63732	12/10/18	
Trx No	Invoice No	Inv Date	Job/Description	Gross	Discount	Check Amount
8376	12/10/18-01/	12/10/18	18-21C	2,000.00		2,000.00
				2,000.00	0.00	2,000.00

## COMMERCIAL LEASE AND DEPOSIT RECEIPT

RECEIVED FROM American Roadway Inc. and Maria M. Xocol Cap  
hereinafter referred to as LESSEE,  
the sum of sixteen thousand two hundred dollars  
evidenced by cashier's check or wire transfer  
as a deposit which shall belong to Lessor and shall be applied as follows:

	TOTAL RECEIVED	BALANCE DUE BY
Rent for the period Sept. 15-Oct. 30, 2020	\$ 6200.00	\$
Security deposit (not applicable toward last month's rent)	\$ 10000.00	\$
<b>TOTAL</b>	<b>\$16200.00</b>	<b>Sept. 11., 2020</b>

In the event this Lease is not accepted by the Lessor **within 2 days**, the total deposit received will be refunded.

Lessee offers to lease from Lessor the premises situated in the City of Oakland, County of Alameda, State of California described as AP parcels 8, 10-1, 28-2, 27-2 at the corner of 7<sup>th</sup>, Wood and Goss with about 26,000 sq. ft. upon the following terms and conditions:

**1. TERM:** The term will commence on Sept. 15, 2020 and end on Aug. 31, 2021.

**2. RENT:** The total rent will be \$60,650.00, payable as follows: Payment of \$ 4950.00 on the first of each month

All rents will be paid to Lessor or his/her authorized agent, at the following address: Sunrise Properties  
PO Box 13266, Oakland, CA 94661

or at such other places as may be designated by Lessor from time to time by simple first class mail, simple priority mail or by express mail, with waiver of signature. Tenant may not pay rent except as provided herein. If rent is paid by any other means, including any method that requires Owner's signature as a condition for receiving the rent, then there will be a \$50.00 charge to Tenant for each such instance.

In the event rent is not paid **within 6 days** after due date, Lessee agrees to pay a **late charge** of \$100 plus interest at 10% per annum on the delinquent amount. Lessee further agrees to pay \$ 20 for each dishonored bank check. The late charge period is not a grace period, and Lessor is entitled to make written demand for any rent if not paid when due.

**3. USE:** The premises are to be used for the operation of Vehicle parking and for no other purpose, without prior written consent of Lessor. Lessee will not commit any waste upon the premises, or any nuisance or any act, which may disturb the quiet enjoyment of any tenant in the building. The City also requires that businesses obtain a business license. In the event the City objects to the use, Lessor will assist Lessee in any administrative proceedings to continue the use.

**4. USES PROHIBITED:** Lessee will not use any portion of the premises for purposes other than those specified. No use will be made or permitted to be made upon the premises, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering the property. Lessee will not conduct or permit any sale by auction on the premises.

**5. ASSIGNMENT AND SUBLETTING:** Lessee will not assign this Lease or sublet any portion of the premises without prior written consent of the Lessor, which will not be unreasonably withheld. Any such assignment or subletting without consent will be void and, at the option of the Lessor, will terminate this Lease.

**6. ORDINANCES AND STATUTES:** Lessee will comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may later be in force, regarding the use of the premises. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the premises will, at the option of the Lessor, is deemed a breach of this Lease.

**7. MAINTENANCE, REPAIRS, and ALTERATIONS:** Unless otherwise indicated, Lessee acknowledges that the premises are in good order and repair. Lessee shall, at his/her own expense, maintain the premises in a good and safe condition, including plate glass, electrical wiring, plumbing and heating and air conditioning installations, and any other system or equipment. The premises will be surrendered, at termination of the Lease, in as good condition as received, normal wear and tear excepted. Lessee will be responsible for all repairs required, except the following which will be maintained by Lessor: roof, exterior walls, and structural foundations (including any retrofitting required by governmental authorities) and:

Lessee will also maintain in good condition property adjacent to the premises, such as sidewalks, driveways, lawns, and shrubbery, which would otherwise be maintained by Lessor.

No improvement or alteration of the premises will be made without the prior written consent of the Lessor. Prior to the commencement of any substantial repair, improvement, or alteration, Lessee will give Lessor at least **two (2) days written notice** in order that Lessor may post appropriate notices to avoid any liability for liens.

**8. ENTRY AND INSPECTION:** Lessee will permit Lessor or Lessor's agents to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises, and will permit Lessor, at any time **within sixty (60) days** prior to the expiration of this Lease, to place upon the premises any usual "For Lease" signs, and permit persons desiring to lease the premises to inspect the premises at reasonable times.

**9. INDEMNIFICATION OF LESSOR:** Lessor will not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the premises. Lessee agrees to hold Lessor harmless from any claims for damages arising out of Lessee's use of the premises, and to indemnify Lessor for any expense incurred by Lessor in defending any such claims.

**10. POSSESSION:** If Lessor is unable to deliver possession of the premises at the commencement date set forth above, Lessor will not be liable for any damage caused by the delay, nor will this Lease be void or voidable, but Lessee will not be liable for any rent until possession is delivered. Lessee may terminate this Lease if possession is not delivered **within 2 days** of the commencement term in Item 1.

**11. LESSEE'S INSURANCE:** Lessee, at his/her expense, will maintain plate glass, public liability, and property damage insurance insuring Lessee and Lessor with minimum coverage as follows: \$1 million per occurrence.

Lessee will provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The policy will require **ten (10) day's written notice to Lessor prior to cancellation or material change of coverage.**

**12. LESSOR'S INSURANCE:** Lessor will maintain hazard insurance covering one hundred percent (100%) actual cash value of the improvements throughout the Lease term. Lessor's insurance will not insure Lessee's personal property, leasehold improvements, or trade fixtures.

**13. SUBROGATION:** To the maximum extent permitted by insurance policies which may be owned by the parties, Lessor and Lessee waive any and all rights of subrogation which might otherwise exist.

**14. UTILITIES:** Lessee agrees that he/she will be responsible for the payment of all utilities, including water, gas, electricity, heat and other services delivered to the premises. Failure to pay utility bills is a default of Lessee's obligations under the terms of this lease

**15. SIGNS:** Lessee will not place, maintain, nor permit any sign or awning on any exterior door, wall, or window of the premises without the express written consent of Lessor, which will not be unreasonably withheld.

**16. ABANDONMENT OF PREMISES:** Lessee will not vacate or abandon the premises at any time during the term of this Lease. If Lessee does abandon or vacate the premises, or is dispossessed by process of law, or otherwise, any personal property belonging to Lessee left on the premises will be deemed to be abandoned, at the option of Lessor.

**17. CONDEMNATION:** If any part of the premises is condemned for public use, and a part remains which is susceptible of occupation by Lessee, this Lease will, as to the part taken, terminate as of the date the condemnor acquires possession. Lessee will be required to pay such proportion of the rent for the remaining term as the value of the premises remaining bears to the total value of the premises at the date of condemnation; provided, however, that Lessor may at his/her option, terminate this Lease as of the date the condemnor acquires possession. In the event that the premises are condemned in whole, or the remainder is not susceptible for use by the Lessee, this Lease will terminate upon the date which the condemnor acquires possession. All sums which may be payable on account of any condemnation will belong solely to the Lessor; except that Lessee will be entitled to retain any amount awarded to him/her for his/her trade fixtures or moving expenses.

**18. TRADE FIXTURES:** Any and all improvements made to the premises during the term will belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination, remove all his/her trade fixtures, but will pay for all costs necessary to repair any damage to the premise occasioned by the removal.

**19. DESTRUCTION OF PREMISES:** In the event of a partial destruction of the premises during the term, from any cause, Lessor will promptly repair the premises, provided that such repairs can be reasonably made **within sixty (60) days**. Such partial destruction will not terminate this Lease, except that Lessee will be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs interferes with the business of Lessee on the premises. If the repairs cannot be made **within sixty (60) days**, this Lease may be terminated at the option of either party by giving written notice to the other party **within the sixty (60) day period**.

**20. HAZARDOUS MATERIALS:** Lessee will not use, store, or dispose of any hazardous substances upon the premises, except the use and storage of such substances that are customarily used in Lessee's business, and are in compliance with all environmental laws. A hazardous substance means any hazardous waste, substance, or toxic materials regulated under any environmental laws or regulations applicable to the property. Lessee will be responsible for the cost of removal of any toxic contamination caused by Lessee's use of the premises.

**21. INSOLVENCY:** The appointment of a receiver, an assignment for the benefit of creditors, or the filing of a petition in bankruptcy by or against Lessee, will constitute a breach of this Lease by Lessee.

**22. DEFAULT:** In the event of any breach of this Lease by Lessee, Lessor may, at his option, terminate the Lease and recover from Lessee:

- (a) the worth at the time of award of the unpaid rent which had been earned at the time of termination;
  - (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided;
  - (c) the worth at time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (d) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform his/her obligations under the Lease or which in the ordinary course of things would be likely to result therefrom.
- Lessor may, in the alternative, continue this Lease in effect, as long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all of Lessor's rights and remedies under the lease, including the right to recover the rent as it becomes due under the Lease. If said breach of Lease continues, Lessor may, at any time thereafter, elect to terminate the Lease.

These provisions will not limit any other rights or remedies which the Lessor may have.

**23. SECURITY:** The security deposit will secure the performance of the Lessee's obligations. Lessor may, but will not be obligated to, apply all or portions of the deposit on account of the Lessee's obligations. Any balance remaining upon termination will be returned to Lessee. Lessee will not have the right to apply the security deposit in payment of the last month's rent.

**24. DEPOSIT REFUNDS:** The balance of all deposits will be refunded within three weeks (or as otherwise required by law), from date possession is delivered to Lessor or his/her authorized agent, together with a statement showing any charges made against the deposits by Lessor.

**25. ATTORNEY FEES:** In any action or proceeding involving a dispute between Lessor and Lessee arising out of this lease, the prevailing party will be entitled to reasonable attorney fees.

**26 WAIVER:** No failure of Lessor to enforce any term of this lease will be deemed to be a waiver.

**27. NOTICES:** Any notice which either party may or is required to give, will be given by mailing the notice, postage prepaid, to Lessee at the premises, or to Lessor at the address shown in Item 2, or at such other places as may be designated in writing by the parties from time to time. Notice will be effective **five days after mailing**, or on personal delivery, or when receipt is acknowledged in writing. Notices may also be sent by Fax or e-mail as follows: Lessor: Fax 510.251.1840; e-mail [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net) and [editeur@earthlink.net](mailto:editeur@earthlink.net).

Lessee:

Christian Cap <[christiancap18@gmail.com](mailto:christiancap18@gmail.com)> and/or Office <[americanroadwayinc@comcast.net](mailto:americanroadwayinc@comcast.net)>

**28. HOLDING OVER:** Any holding over after the expiration of this Lease, with the consent of Owner, will be a month-to-month tenancy at a monthly rent of \$5150.00, payable in advance and otherwise subject to the terms of this Lease, as applicable, until either party will terminate the tenancy by giving the other party **thirty 30) days written notice**.

**29. TIME:** Time is of the essence of this Lease.

**30. HEIRS, ASSIGNS, and SUCCESSORS:** This Lease is binding upon and inures to the benefit of the heirs, assigns, and successors of the parties.

**31. TAX INCREASE:** NA

**32. COST OF LIVING INCREASE:** NA

**33. OPTION TO RENEW:** NA

**34. AMERICANS WITH DISABILITIES ACT:** The parties are alerted to the existence of the Americans with Disabilities Act, which may require costly structural modifications. The parties are advised to consult with a professional familiar with the requirements of the Act.

**35. LESSOR'S LIABILITY:** In the event of a transfer of Lessor's title or interest to the property during the term of this Lease, Lessee agrees that the grantee of such title or interest will be substituted as the Lessor under this Lease, and the original Lessor will be released of all further liability; provided, that all deposits will be transferred to the grantee.

**36. ESTOPPEL CERTIFICATE:**

(a) On **ten (10) days' prior written notice** from Lessor, Lessee will execute, acknowledge, and deliver to Lessor a statement in writing:

[1] certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the amount of any security deposit, and the date to which the rent and other charges are paid in advance, if any; and  
[2] acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective buyer or encumbrancer of the premises.

(b) At Lessor's option, Lessee's failure to deliver such statement within such time will be a material breach of this Lease or will be conclusive upon Lessee:

[1] that this Lease is in full force and effect, without modification except as may be represented by Lessor; [2] that there are no uncured defaults in Lessor's performance; and [3] that not more than one month's rent has been paid in advance.

(c) If Lessor desires to finance, refinance, or sell the premises, or any part thereof, Lessee agrees to deliver to any lender or buyer designated by Lessor such financial statements of Lessee as may be reasonably required by such lender or buyer. All financial statements will be received by the Lessor or the lender or buyer in confidence and will be used only for the purposes set forth.

**37. ENTIRE AGREEMENT:** The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by all parties. The following exhibits are a part of this Lease:

Exhibit A: Site Plan

The undersigned Lessee acknowledges that he/she has thoroughly read and approved each of the provisions contained in this Offer, and agrees to the terms and conditions specified.

Lessee Date  
Maria M. Xocol Cap 09/19/20  
Maria M. Xocol Cap

Lessee Date  
By American Roadway Inc 09/19/20  
American Roadway Inc  
Title

Receipt for deposit acknowledged by:

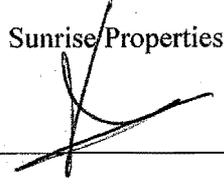
Lessor Sunrise Properties Date  
By [Signature] 9-19-20

Lessor Alan Wofsy & Associates Date  
By [Signature] 9-19-20

**ACCEPTANCE**

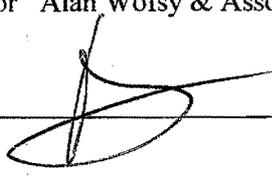
The undersigned Lessor accepts the foregoing Offer and agrees to lease the premises on the terms and conditions set forth above

Lessor Sunrise Properties

BY  \_\_\_\_\_

Date 9-19-20

Lessor Alan Wofsy & Associates

BY  \_\_\_\_\_

Date 9-19

Lessee acknowledges receipt of a copy of the accepted Lease.

Lessee  \_\_\_\_\_

Date 09/19/20

Lessee  \_\_\_\_\_

Date 09/19/20

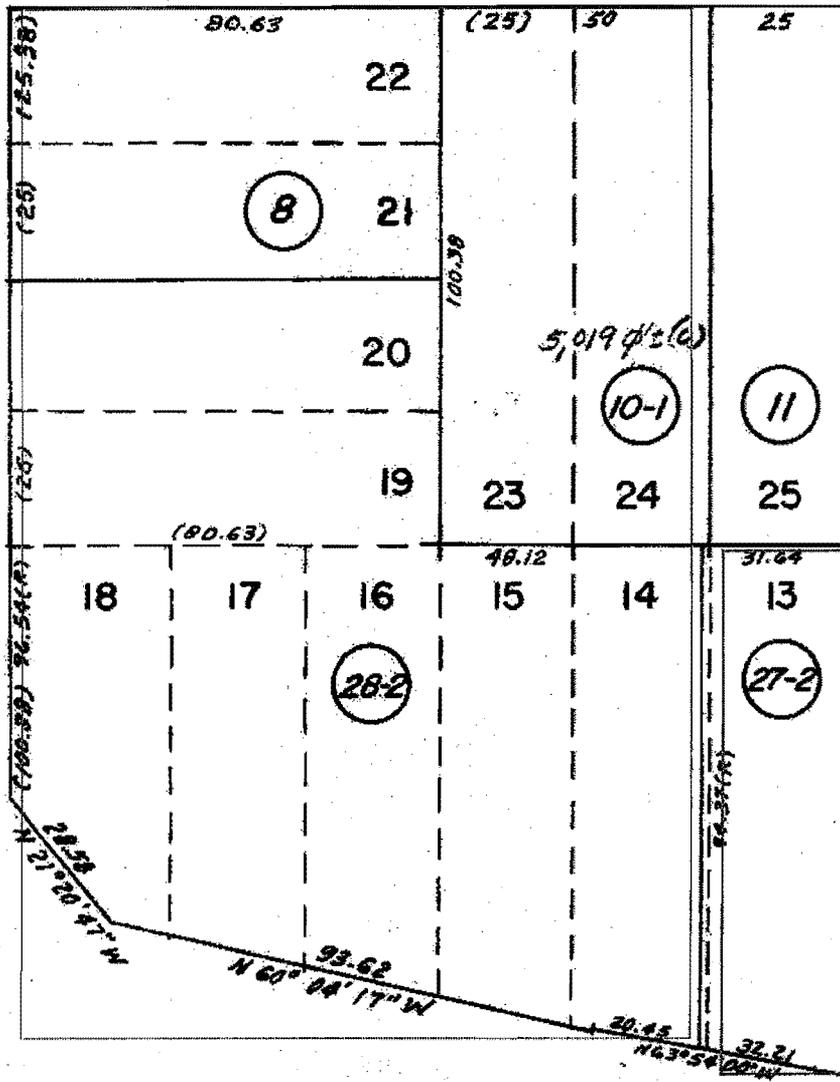
6055

1733

1731

1727

722



1730

1728

WOOD

Exhibit A



Guest

[Home](#) [Report a Problem](#)

Getting Started → Registration → Contacts → Review / Submit

### Business License Online Application

[Print Application](#)

Date 8/2/2020 6:32:26 PM  
Confirmation # 005372

#### Online profile already exists for that email

Our records indicate that this email address is already associated with an online profile. To track the status of this application please sign into that profile.

#### Registration Information

DBA	Esther's Orbit Room
Bus Name	Sunrise Properties
Bus Address	722 WOOD ST, OAKLAND, CA 94607-1107
Mail Address	PO BOX 13266, OAKLAND, CA 94661-0272
Business Type	Parking Lot- Other
Taxpayer's Desc	lessor
Ownership Type	LLC
Employee Count	2
Start Date in City of Oakland (PRODUCTION)	08/01/2020
Phone	(510) 482-3677
Phone 2	(415) 872-9711
Fax	(510) 251-1840
Website	www.live-work.us
Email Address	sunrise.properties@jps.net
BEAN	
FEIN	94-2611094
SEIN	
Contact Preference	Email

#### State Licensed Contractors

State License Contractor #  
 State License Contractor Type  
 State License Contractor Expire Date

#### Additional Information

Daycare business with 14 or less children	No
Business Entity	a privately held business
# of Units Rented if a Residential Landlord (No negative #s)	
Contractors Only. Estimated 1st Year Oakland Gross Receipts	
Wastewater Discharge ID #	

#### Owners and Contacts

Owner	Alan M Wofsy	(510) 482-3677	PO BOX 13266 OAKLAND, CA 94661-0272
Emergency Contact	Alan M Wofsy	(510) 482-3677	PO BOX 13266 OAKLAND, CA 94661-0272

#### Signature and Declaration

I hereby declare under penalty of perjury that the information to be provided for this application is true and correct.

Digital Signature:  
Preparer Name:  
Preparer Phone:

/Alan Wofsy/  
Alan M Wofsy  
(510) 482-3677

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Events  
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#OaklandLoveLife  
Oakland Library  
Visit Oakland  
Oakland Museum

**For Assistance**

Email: [btwebsupport@oaklandca.gov](mailto:btwebsupport@oaklandca.gov)  
Phone: (510) 238-3704

**City of Oakland**

250 Frank H Ogawa Plaza, Suite 1320  
Oakland, CA 94612

**Hours:**

8:00 AM-4:00 PM

Monday, Tuesday, Thursday ,Friday

9:30 AM-4:00 PM Wednesdays.

**sunrise.properties@jps.net**

---

**From:** sunrise.properties@jps.net  
**Sent:** Friday, August 28, 2020 3:52 PM  
**To:** 'CMaurer@oaklandca.gov'  
**Cc:** General Manager  
**Subject:** Business License Application Accepted 00232226- But with erroneous categorization. Sent 8-16; resent 8-28  
**Attachments:** 7th, Wood and Goss. Site plan.pdf

Myrtle Street Flats dba Sunris  
Properties

Alan Wofsy & Associates

Offices: 401 Terry Francois St., Suite 202 , San Francisco, CA 94158-2133

Oakland Offices: 1724 7<sup>th</sup> St. Oakland, CA 94607

Oakland Mailing Address: PO Box 13266, Oakland, CA 94661

Website: [www.live-work.us](http://www.live-work.us)

Phone: 415-872-9711 fax: 415-292-6594 e-mail: [editeur@earthlink.net](mailto:editeur@earthlink.net)

East Bay Office : phone 510-482-3677 fax 510-251-1840 [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net)

---

Dear M. Maurer,

Our firms own 7 adjacent parcels in West Oakland. We have been trying to put the parcels to productive use and would like to have a business license in place even though they are not currently generating income. This will help us to attract users and generate income for the City.

Your staff says we need a separate business license for each parcel, which makes no sense. Two adjacent parcels have buildings and 5 others have always been used for vehicle parking.

I would like one business license showing Mixed uses/property management for the 2 parcels with buildings:

- 1720 7<sup>th</sup> St. - 006-0019-024
- 1722-24 7<sup>th</sup> St. - 006-0019-025

and parking or transportation/vehicles for the 5 other parcels.

- 1728-1730 7th St. 006-0019-027-02 -
- No address!! 006-0019-028-02 -
- 722 Wood St. 006-0019-008 -
- 1731-1733 Goss St. 006-0019-010-01 -
- 1715 Goss St. 006-0019-014

Attached is a parcel map.

Yours  
Alan Wofsy  
GM

---

**From:** BTWebSupport <[BTWebSupport@oaklandca.gov](mailto:BTWebSupport@oaklandca.gov)>  
**Sent:** Wednesday, August 12, 2020 9:30 AM  
**To:** BTWebSupport <[BTWebSupport@oaklandca.gov](mailto:BTWebSupport@oaklandca.gov)>; [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net)  
**Subject:** RE: Business License Application Accepted 00232226- But with erroneous categorization

Dear Alan,

Please reach out to Chuck Maurer, [CMaurer@oaklandca.gov](mailto:CMaurer@oaklandca.gov), the Revenue Operation Supervisor for more information.

Best Regards,  
BT Web Support

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**From:** BTWebSupport <[BTWebSupport@oaklandca.gov](mailto:BTWebSupport@oaklandca.gov)>  
**Sent:** Wednesday, August 12, 2020 9:18 AM  
**To:** [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net); BTWebSupport <[BTWebSupport@oaklandca.gov](mailto:BTWebSupport@oaklandca.gov)>  
**Subject:** RE: Business License Application Accepted 00232226- But with erroneous categorization

Dear Alan,

That is correct, each parcel is generating income, therefore each would need a business tax license.

Best Regards,  
BT Web Support

---

**From:** [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net) <[sunrise.properties@jps.net](mailto:sunrise.properties@jps.net)>  
**Sent:** Tuesday, August 11, 2020 6:01 PM  
**To:** BTWebSupport <[BTWebSupport@oaklandca.gov](mailto:BTWebSupport@oaklandca.gov)>  
**Subject:** RE: Business License Application Accepted 00232226- But with erroneous categorization

## SUNRISE PROPERTIES

Offices: 401 Terry Francois St., Suite 202 , San Francisco, CA 94158-2133

Mailing Address: P.O. Box 2210, San Francisco, CA 94126

Website: [www.live-work.us](http://www.live-work.us)

Phone: 415-872-9711 fax: 415-292-6594 e-mail: [editeur@earthlink.net](mailto:editeur@earthlink.net)

East Bay Office : phone 510-482-3677 fax 510-251-1840 [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net)

Dear BT

If there are 6 contiguous parcels, are you saying we need 6 different business licenses. This makes no sense and is a waste of time and money.

Can we escalate this to someone who can agree to 1 or 2 business licenses?

Yours  
Alan Wofsy  
GM

---

**From:** BTWebSupport <[BTWebSupport@oaklandca.gov](mailto:BTWebSupport@oaklandca.gov)>  
**Sent:** Tuesday, August 11, 2020 4:35 PM  
**To:** [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net); BTWebSupport <[BTWebSupport@oaklandca.gov](mailto:BTWebSupport@oaklandca.gov)>  
**Cc:** General Manager <[editeur@earthlink.net](mailto:editeur@earthlink.net)>  
**Subject:** RE: Business License Application Accepted 00232226- But with erroneous categorization

Dear Alan Wofsy,

It sounds like this is just a general commercial landlord license, as the property is being leased just for non-hourly parking. A business tax license will need to be opened for each address or parcel. If there is no street address then the site would be the street name and the APN.

Best Regards,  
BT Web Support

---

**From:** [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net) <[sunrise.properties@jps.net](mailto:sunrise.properties@jps.net)>  
**Sent:** Friday, August 7, 2020 4:57 PM  
**To:** BTWebSupport <[BTWebSupport@oaklandca.gov](mailto:BTWebSupport@oaklandca.gov)>  
**Cc:** General Manager <[editeur@earthlink.net](mailto:editeur@earthlink.net)>  
**Subject:** RE: Business License Application Accepted 00232226- But with erroneous categorization

Myrtle Street Flats LLC dba  
SUNRISE PROPERTIES

Offices: 401 Terry Francois St., Suite 202 , San Francisco, CA 94158-2133

Mailing Address: P.O. Box 2210, San Francisco, CA 94126

Website: [www.live-work.us](http://www.live-work.us)

Phone: 415-872-9711 fax: 415-292-6594 e-mail: [editeur@earthlink.net](mailto:editeur@earthlink.net)

East Bay Office : phone 510-482-3677 fax 510-251-1840 [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net)

---

Dear BT,

Can you do a business license in 2 names as a joint venture for this use: Transportation/Vehicles

- Alan Wofsy & Associates and Sunrise Properties, joint venture for the 4 parcels of land:

- 1728-1730 7th St. 006-0019-027-02 - ALAN WOF SY & ASSOCIATES
- No address!! Need one! 006-0019-028-02 - MYRTLE STREET FLATS LLC
- 722 Wood St. 006-0019-008 - ALAN WOF SY & ASSOCIATES
- 1731-1733 Goss. 006-0019-010-01 - ALAN WOF SY & ASSOCIATES

Then you can do 2 additional business licenses

- 1720 7<sup>th</sup> St. for Alan Wofsy & Associates as Property Management
- 1722-24 7<sup>th</sup> St. for Sunrise Properties at Property Management

Yours  
Alan Wofsy  
CEO of Sunrise Properties  
Pres. of Alan Wofsy & Associates

---

**From:** BTWebSupport <[BTWebSupport@oaklandca.gov](mailto:BTWebSupport@oaklandca.gov)>  
**Sent:** Thursday, August 6, 2020 1:34 PM  
**To:** [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net); BTWebSupport <[BTWebSupport@oaklandca.gov](mailto:BTWebSupport@oaklandca.gov)>  
**Subject:** RE: Business License Application Accepted 00232226- But with erroneous categorization

Dear Alan,

We are still confused. Is Alan Wofsy & Associates renting the space to Ester's Orbit Room for their parking needs? Parcel 006-0019-028-02 does not have the ownership listed as Alan Wofsy & Associates so we are confused as to why a business license is being trying to be opened.

1728-1730 7th St. 006-0019-027-02 - ALAN WOF SY & ASSOCIATES  
No address!! Need one! 006-0019-028-02 - MYRTLE STREET FLATS LLC  
722 Wood St. 006-0019-008 - ALAN WOF SY & ASSOCIATES  
1731-1733 Goss. 006-0019-010-01 - ALAN WOF SY & ASSOCIATES

Best Regards,  
BT Web Support

---

**From:** [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net) <[sunrise.properties@jps.net](mailto:sunrise.properties@jps.net)>  
**Sent:** Wednesday, August 5, 2020 5:53 PM  
**To:** BTWebSupport <[BTWebSupport@oaklandca.gov](mailto:BTWebSupport@oaklandca.gov)>  
**Subject:** RE: Business License Application Accepted 00232226- But with erroneous categorization

Dear BT Web,

The lots were always used for parking by customers at Esther's Orbit Room. We have been trying to find someone who want to re-open this historic jazz club, but with the Covid issues and the economy this is going to take a while.

It the meantime, there are security issues with criminals breaking into the lot and defacing buildings. We want to have vehicles parked there as a deterrent to crime and to possible encampments.

Here are some other business classifications that could work if the parking lot use requires monthly reporting and a super high tax rate:

Rental Commercial  
Real Estate Developer  
Unknown  
Property Management  
Transportation/Vehicles - Security

Yours

Alan Wofsy  
GM

---

**From:** BTWebSupport <[BTWebSupport@oaklandca.gov](mailto:BTWebSupport@oaklandca.gov)>  
**Sent:** Wednesday, August 5, 2020 5:08 PM  
**To:** [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net); BTWebSupport <[BTWebSupport@oaklandca.gov](mailto:BTWebSupport@oaklandca.gov)>  
**Cc:** General Manager <[editeur@earthlink.net](mailto:editeur@earthlink.net)>  
**Subject:** RE: Business License Application Accepted 00232226- But with erroneous categorization

Dear Alan,

Please elaborate on the business operations on the parcels.

Best Regards,  
BT Web Support

---

**From:** [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net) <[sunrise.properties@jps.net](mailto:sunrise.properties@jps.net)>  
**Sent:** Tuesday, August 4, 2020 5:12 PM  
**To:** BTWebSupport <[BTWebSupport@oaklandca.gov](mailto:BTWebSupport@oaklandca.gov)>  
**Cc:** General Manager <[editeur@earthlink.net](mailto:editeur@earthlink.net)>  
**Subject:** RE: Business License Application Accepted 00232226- But with erroneous categorization

[EXTERNAL] This email originated outside of the City of Oakland. Please do not click links or open attachments unless you recognize the sender and expect the message.

---

SUNRISE PROPERTIES  
dba Esther's Orbit Room

Offices: 1724 7<sup>th</sup> St. Oakland, CA 94607

Oakland Mailing Address: PO Box 13266, Oakland, CA 94661

East Bay Office : phone 510-482-3677 fax 510-251-1840 [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net)

---

Re: 00232226  
ESTHER'S ORBIT ROOM

Dear Business Support,

We applied for a business license for parking at 722 Wood St., which is one of 4 parcels that have historically been used for parking by Esther's orbit Room.

Your robot assumed we operate an hourly or daily parking lot and sent the attached very annoying form which requires a monthly accounting. We are not operating that kind of parking lot.

That is not applicable and will negate our application for a business license.

What we need is one business license for 4 contiguous parcels which serve Esther's. See attachment,

The 4 parcels are:

1728-1730 7<sup>th</sup> St. 006-0019-027-02

No address!! Need one! 006-0019-028-02

722 Wood St. 006-0019-008

1731-1733 Goss. 006-0019-010-01

Can you reclassify our application for a parking use so it does not require monthly statements and such a high tax rate?

Yours

Alan Wofsy  
General Manager

---

**From:** [noreplyhdl@oaklandnet.com](mailto:noreplyhdl@oaklandnet.com) <[noreplyhdl@oaklandnet.com](mailto:noreplyhdl@oaklandnet.com)>

**Sent:** Sunday, August 2, 2020 7:48 PM

**To:** [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net)

**Subject:** Business License Application Accepted - Payment Due

00232226  
ESTHER'S ORBIT ROOM

The online Business Tax application submitted for ESTHER'S ORBIT ROOM has been processed.

Below is the fee and/or tax amounts due that is required to be paid within seven (7) days from the date of this email . Failure to do so will result in the application being removed from the system and the business remaining unlicensed.

Upon our receipt of payment, the business tax certificate will be emailed, usually within 1-2 business days excluding weekends and holidays.

Total Balance Due: 95.00

To pay, click on the link: [www.LTSS.oaklandnet.com](http://www.LTSS.oaklandnet.com) and then choose the link "Pay an Outstanding Business Tax balance".

Use the following Account and PIN number to log into the payment screen:

Account #: 00232226

PIN: 1163552

Visa, MasterCard, Discover and eCheck are accepted.

If you have any questions, please call [btwebsupport@oaklandca.gov](mailto:btwebsupport@oaklandca.gov).

City of Oakland

Business Tax Section

250 Frank H. Ogawa Plaza, Suite 1320

Oakland, CA 94612

Hours of Operation (Excluding Holidays):

Mon, Tue, Thu, Fri 8:00 am – 4:00 pm

Wed 9:30 am – 4:00 pm

**beauxarts@earthlink.net**

---

**From:** Beauxarts <beauxarts@earthlink.net>  
**Sent:** Monday, September 23, 2019 2:54 PM  
**To:** 'kkasaine@oaklandca.gov'; 'LMcElhaney@oaklandca.gov'  
**Cc:** 'MOBrien@oaklandca.gov'; Frank Busch (busch@wvbrlaw.com);  
'vacantpropertytaxinquiry@oaklandca.gov'; 'vacantpropertytaxinquiry@oaklandca.gov'; General Manager; 'pmatier@sfchronicle.com'  
**Subject:** Attachment Objections to : Vacant Property Tax Implementation Ordinance & Administration - September 24, 2019 - 18-2201  
**Attachments:** Measure W Vacant Property Tax Implementation Ordinance and Administrative Regulations letter.pdf

See attachment in letter form.

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**From:** Beauxarts  
**Sent:** Monday, September 23, 2019 2:39 PM  
**To:** 'kkasaine@oaklandca.gov' <kkasaine@oaklandca.gov>; 'LMcElhaney@oaklandca.gov' <LMcElhaney@oaklandca.gov>  
**Cc:** 'MOBrien@oaklandca.gov' <MOBrien@oaklandca.gov>; Frank Busch (busch@wvbrlaw.com) <busch@wvbrlaw.com>;  
'vacantpropertytaxinquiry@oaklandca.gov' <vacantpropertytaxinquiry@oaklandca.gov>;  
'vacantpropertytaxinquiry@oaklandca.gov' <vacantpropertytaxinquiry@oaklandca.gov>; General Manager  
<editeur@earthlink.net>; 'pmatier@sfchronicle.com' <pmatier@sfchronicle.com>  
**Subject:** Objections to : Vacant Property Tax Implementation Ordinance & Administration - September 24, 2019 - 18-2201

The Bates House  
399 Bellevue Ave.  
Oakland, CA 94610  
Tel: 510.879.7780  
Fax: 510-251-1840  
e-mail: beauxarts@earthlink & & [editeur@earthlink.net](mailto:editeur@earthlink.net)

Dear *Chairperson Lynette McElhaney* and Oakland City Finance & Management Committee members

Re: 18-2201 Subject: Vacant Property Tax Implementation Ordinance & Administration. Comments for hearing of Sept. 24, 2019.

Dear Committee Members,

As an Oakland resident and property owner and a provider of low income, historic and infill housing projects over the past 50 years, I want to point out flaws in the *Measure W Vacant Property Tax Implementation Ordinance and Administrative Regulations* which likely violate the 14th Amendment to the US Constitution. I also want to propose some remedies so the Ordinance functions as a tax and not as an unreasonable fine or penalty, as is now the case.

According to the City's Dept. of Finance Power Point presentation entitled *VPT-Public-Outreach-Presentation-Final-060619*, this is one of the purposes of the Ordinance:

*Purpose*

*Reduce the number of Oakland properties that are kept vacant and undeveloped.*

Discussion:

The significant word here is "kept," implying intentionality. The Ordinance should only apply to properties that are intentionally kept vacant and it would then be fair. However, it does not and is therefore an unfair Ordinance.

In order to treat everyone with vacant properties equally pursuant to the 14<sup>th</sup> Amendment, the list of exemptions from the Ordinance needs to be expanded and also contracted. In many cases properties are vacant due to the failure of the City to fulfill its obligations to keep the streets and sidewalks clean, safe and accessible. The City has failed in its obligations to provide a civilized streetscape and the Ordinance is punishing the victims of the City's failures in allowing large numbers unlawful homeless and vehicles encampments to defile the public spaces. In other instances, the City has failed to complete public works projects in a reasonable amount of time blocking access, for example, to many buildings on the 7<sup>th</sup> Street corridor for almost a year.

In order to remediate the flaws in the Ordinance, the following exemptions should be added:

- Properties that are being actively marketed for lease or sale.
- Properties that are inaccessible or otherwise impacted due to City actions
- Properties that are within 1000 ft. of homeless or vehicle encampments

There is also no rationale for one of the exemptions that the Ordinance grants:

*Exemptions*

*Non-profit organizations*

Non-profit organizations are public or private entities that do not pay income or other taxes. The various Mafias are often cited as such non-profits benefiting from this naïve and myopic view of the world. There is no reason why a non-profit organization that owns vacant land or buildings should receive an exemption from the Ordinance while taxpaying persons and companies bear the burden.

Yours

Alan Wofsy  
Master of City Planning  
MIT, 1967



**City of Oakland VPT**  
 c/o VPT Administrator  
 5627 Telegraph Ave #402  
 Oakland, CA 94609

**oaklandvpt@sci-cg.com**

**(855) 831-1188**

**oaklandca.gov/topics/vacantpropertytax**

**PETITION OF VACANCY TO REVERSE NOTICE OF VACANCY FOR CALENDAR YEAR 2019**  
**TAX YEAR 2020-21**

**→ PETITION MUST BE RECEIVED NO LATER THAN 20 DAYS AFTER DATE OF NOTICE OF VACANCY**

For your petition to be considered, please complete the following (see reverse for directions):

1. Owner and property information:

Last Name	First Name	Middle
Parcel Number	Address	
	Oakland, CA 94_____	

2. I hereby petition for the reversal of the Notice of Vacancy and the imposition of the Vacant Property Tax as a property owner whose property was in use for at least fifty (50) days during the 2019 calendar year under Oakland Municipal Code 4.56.030(J)(1)(c); 4.56.080 Petition of Vacancy. **(check all that apply) (see reverse for directions)**

- A. RESIDENTIAL PROPERTIES: The subject property is a residential parcel, condominium, duplex, or townhouse unit and, was for at least fifty (50) days during the 2019 Calendar Year, used for physical occupancy by a lawful inhabitant. **(See reverse for required verification documents)**
- B. NONRESIDENTIAL PROPERTIES: The subject property is a nonresidential parcel, or undeveloped parcel, and was for at least fifty (50) days during the 2019 Calendar Year, used for carrying on of any civic, commercial, industrial, agricultural, or extractive activity, as those terms are defined by the Planning Code, and including any religious or community gatherings. **(See reverse for required verification documents)**
- C. WAREHOUSING: The subject property is a Nonresidential parcel, used for warehousing, storage, or distribution activities and at least 40% of the parcel or unit's floorspace available for warehousing, storage, or distribution is occupied. **(See reverse for required verification documents)**
- D. GROUND FLOOR COMMERCIAL PROPERTIES: The subject property is a ground floor commercial space, and was for at least fifty (50) days during the 2019 Calendar Year, leased out to a bona fide tenant intending to use the space for a legal activity, or actually occupied, by an Owner or some other party, for some substantially similar purpose. **(See reverse for required verification documents)**
- E. The subject property is a maintained undeveloped parcel that is contiguous or within 500 feet of an occupied residential parcel owned by the same owner. **(See reverse for required verification documents)**
- F. The subject property functions as ingress and egress of persons or vehicles across substantially all of the parcel. **(see reverse for required verification documents)**
- G. OTHER: The subject property has been sold to a different owner

3. I declare under penalty of perjury under the laws of the State of California that I own the parcel for which I am petitioning for removal of the Vacant Property Tax; that the reason(s) indicated above and the documents provided in support of this petition are true, and that all information provided herein is true to the best of my knowledge. I understand that if any of the above information is found to be untrue I may forfeit my eligibility. I further understand that this form may be subject to an audit, verification check, and possible denial of the petition. I hereby authorize the City of Oakland to verify all the information herein provided.

Owner's Name	Owner's Signature	Phone Number	Email	Date
	By <i>CAW</i>			
Co-Owner's Name	Co-Owner's Signature	Phone Number	Email	Date

## TEMPORARY CONSTRUCTION EASEMENT

ALAN WOFSY & ASSOCIATES

(“**Property Owner**”), hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“**PG&E**”), a temporary construction easement (“**TCE**”), to be used in connection with PG&E’s gas pipeline cathodic protection project (“**PG&E’s Project**”), within Property Owner’s lands which are situated in the City of Oakland, County of Alameda, State of California, identified as 722 Wood Street, County Assessor’s Parcel Number 006-0019-008, 006-0019-010-01, 006-0019-027-02 (the “**Property**”).

The activities allowed under this TCE is/are described as follows:

To use the area outlined in green on the map attached hereto as Exhibit A and made a part hereof as a working, laydown and staging area, including the right to park vehicles belonging to PG&E and its employees and contractors and the right to locate construction trailers and construction equipment, portable restrooms and water storage tanks thereon.

The activities described above shall be within the area(s) delineated on the map attached and collectively referred to as (“**Temporary Easement Area**”).

1. **Term.** The term of this TCE shall be for a period of 2 months commencing on September 15, 2019 and shall terminate on November 15, 2019 (the “**Term**”). PG&E shall have the right, subject to the terms herein, to extend the Term on a month to month basis for up to 1 month by giving the Property Owner written notice of its intention prior to the expiration of the Term. This TCE shall be irrevocable during the Term, except in the case of material breach of the terms and conditions of this TCE.
2. **Compensation.** PG&E shall pay Property Owner Two Thousand Five Hundred Dollars (2,500.00) per month for a total amount of Five Thousand Dollars (\$5,000.00) as compensation for this TCE and shall deliver the total payment after receiving a completed IRS W-9 Form and an executed copy of this TCE. If PG&E extends the Term of this TCE, PG&E shall pay Property Owner Two Thousand Five Hundred Dollars (2,500.00) per month for the duration of the extended Term.
3. **Exclusive Use; Access; Fencing.** During the Term of this TCE, PG&E shall have the exclusive right to use the Temporary Easement Area and the right of ingress to and egress from the Temporary Easement Area. PG&E shall have the further right to erect and maintain temporary fencing and gates with a locking device to enclose the Temporary Easement Area, and shall remove such fencing and gates at the end of the Term.
4. **Indemnification.** PG&E agrees to indemnify Property Owner against any loss and damage which shall be caused by any wrongful or negligent act or omission of PG&E or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Property Owner’s comparative negligence or willful misconduct.

5. **Compliance with Laws.** Interpretation and enforcement of this TCE shall be governed by the laws of the State of California. In exercising the rights granted under this TCE, PG&E shall comply with all laws, ordinances, and regulations pertaining to its use. PG&E is required under State and local law to re-stabilize any disturbed project location within the Temporary Easement Area in order to control soil erosion and sediment runoff, in accordance with applicable project permits. PG&E shall have the right to access the Temporary Easement Area as reasonably necessary to allow it to meet any applicable project permit obligations after the Term.
6. **Restoration.** Upon completion of PG&E's Project, PG&E shall repair any damage and restore the Temporary Easement Area to as near as practicable to the condition that existed prior to PG&E use under this TCE. PG&E shall remove all personal property.
7. **Representation.** Property Owner represents and warrants the Temporary Easement Area is vacant and free from any encumbrances that would interfere with PG&E's full enjoyment of this TCE.
8. **Entire Agreement.** This TCE supersedes all previous oral and written agreements between and representation by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This TCE may not be amended except by a written agreement.
9. **Authority of Signatory.** Each party to this TCE warrants to the other that it has the right and authority to enter into and consummate this TCE and all related documents.
10. **Successors, Heirs, and Assigns.** This provisions of this TCE shall inure to the benefit of and bind the successors and assigns of the respective parties.
11. **Electronic Signatures.** This TCE may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf") version by email and such electronic signature(s) shall be deemed as original for purposes of this TCE and shall have the same force and effect as a manually executed original.

PROPERTY OWNER:

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

722 Wood Street, Oakland CA 94607

APN 006-0019-008, 006-0019-010-01, 006-0019-027-02

**Contact information:** Alan Wofsy (510) 482-3677 e-mail: [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net),  
[editeur@earthlink.net](mailto:editeur@earthlink.net)



 Easement Area: approx. 11,300 square feet

## Directions for filling out the petition of vacancy

Submit completed application (one application per parcel) with supporting documentation via email or US mail to the address at the top of the first page.

The duration of the redetermined status of each property will be made on a case by case basis. In future years, if available data indicates your parcel is likely vacant, you may need to file an updated petition of vacancy.

1. To qualify for approval of your petition, you must be the owner of the property. Please fill in your last, first and middle name, along with the parcel number, the property address, and your mailing address (if different). Your parcel number can be found on the top right corner of the Vacant Property Tax notice you received by mail. If this petition is approved, you will not be charged for this tax on your 2020-21 property tax bill.
2. The Oakland Vacant Property Tax (VPT) Ordinance authorizes the Petition of Vacancy process for a property owner whose property was initially determined to be vacant and subject to the Vacant Property Tax, but who claims the property to be in use for at least fifty (50) days during the relevant Calendar Year. The following provides the qualifications for redetermination and evidence and documentation required for approval:
  - A. Utility records proving that the subject property was occupied for at least fifty (50) days during the relevant Calendar Year.
  - B. or C. Any appropriate evidence demonstrating that the property was not vacant pursuant to OMC Section 4.56.020, including but not limited to photographs, records, and reports necessary to demonstrate the non-vacant status of the subject property.
  - D. An executed lease showing the property was leased out to a bona fide tenant; and/or utility records proving that the subject property was occupied for at least fifty (50) days during the 2019 Calendar Year.
  - E. Provide the parcel number, street address, and property owner name of the occupied residential parcel that is contiguous or within 500 feet of the undeveloped parcel for which a VPT notice was issued. Such qualified petitions will be mailed a form for the property owner to certify that the parcel is maintained so that it is not blight or a nuisance.
  - F. A map showing how the property functions as ingress and/or egress of persons or vehicles.
3. Be sure to print your name, sign, provide contact information and date the application. If a co-owner is listed on the property, they must also print their name, sign, provide contact information and date the application.

Submission of documents does not guarantee approval. Additional documentation may be requested. Submit applications and supporting documents via email to [oaklandVPT@sci-cg.com](mailto:oaklandVPT@sci-cg.com) or mail to:

City of Oakland VPT  
c/o VPT Administrator  
5627 Telegraph Ave  
#402  
Oakland, CA 94609

*Please note the above address is a commercial mail receiving agency and not an office.*

Applicants will be notified with an approval or denial letter no later than July 15 of the applicable property tax year.



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## COMMERCIAL LEASE AND DEPOSIT RECEIPT

RECEIVED FROM Gruendl Inc., a California corporation (C1645486)

hereinafter referred to as LESSEE,  
the sum of \$6000.00,  
evidenced by cashier's check or wire transfer  
as a deposit which shall belong to Lessor and shall be applied as follows:

TOTAL	RECEIVED	BALANCE DUE BY
Rent for the period 12-10-18 to 1-10-19	\$2000 \$	
Security deposit (not applicable toward last month's rent)	\$4000 \$	
Other credit check	\$ \$	
TOTAL	\$6000 \$	Dec. 10, 2018

In the event this Lease is not accepted by the Lessor **within 2 days**, the total deposit received will be refunded.

Lessee offers to lease from Lessor the premises situated in the City of Oakland, County of Alameda, State of California described as Assessor parcels 28-2 (lots 14-18) with approximately 10,000 sq. ft. upon the following terms and conditions:

**1. TERM:** The term will commence on Dec. 10, 2018 and end on July 10, 2019.

**2. RENT:** The total rent will be \$16000.00, payable as follows: Payment of \$2000.00 on the first of each month

All rents will be paid to Lessor or his/her authorized agent, at the following address: Sunrise Properties, PO Box 2210, San Francisco, CA, 94126

or at such other places as may be designated by Lessor from time to time by simple first class mail, simple priority mail or by express mail, with waiver of signature. Tenant may not pay rent except as provided herein. If rent is paid by any other means, including any method that requires Owner's signature as a condition for receiving the rent, then there will be a \$50.00 charge to Tenant for each such instance.

In the event rent is not paid **within 6 days** after due date, Lessee agrees to pay a **late charge** of \$120 plus interest at 10% per annum on the delinquent amount. Lessee further agrees to pay \$ 50 for each dishonored bank check. The late charge period is not a grace period, and Lessor is entitled to make written demand for any rent if not paid when due.

**3. USE:** The premises are to be used for the operation of contractor storage and for no other purpose, without prior written consent of Lessor. Lessee will not commit any waste upon the premises, or any nuisance or any act, which may disturb the quiet enjoyment of any tenant in the building. The City also requires that businesses obtain a business license. Lessee may not use any of the adjacent land and agrees to pay an additional charge of \$2000.00 per month if Lessee encroaches on Assessor parcels 8, 10-1 or 27-2. Lessee will provide access to Assessor Parcel 27-2 to Lessor or another lessee..

**4. USES PROHIBITED:** Lessee will not use any portion of the premises for purposes other than those specified. No use will be made or permitted to be made upon the premises, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering the property. Lessee will not conduct or permit any sale by auction on the premises.

**5. ASSIGNMENT AND SUBLETTING:** Lessee will not assign this Lease or sublet any portion of the premises without prior written consent of the Lessor, which will not be unreasonably withheld. Any such assignment or subletting without consent will be void and, at the option of the Lessor, will terminate this Lease.

**6. ORDINANCES AND STATUTES:** Lessee will comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may later be in force, regarding the use of the premises. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the premises will, at the option of the Lessor, is deemed a breach of this Lease.

**7. MAINTENANCE, REPAIRS, and ALTERATIONS:** Unless otherwise indicated, Lessee acknowledges that the premises are in good order and repair. Lessee shall, at his/her own expense, maintain the premises in a good and safe condition, including plate glass, electrical wiring, plumbing and heating and air conditioning installations, and any other system or equipment. The premises will be surrendered, at termination of the Lease, in as good condition as received, normal wear and tear excepted. Lessee will be responsible for all repairs required, except the following which will be maintained by Lessor: roof, exterior walls, and structural foundations (including any retrofitting required by governmental authorities) and:

Lessee will also maintain in good condition property adjacent to the premises, such as sidewalks, driveways, lawns, and shrubbery, which would otherwise be maintained by Lessor.

No improvement or alteration of the premises will be made without the prior written consent of the Lessor. Prior to the commencement of any substantial repair, improvement, or alteration, Lessee will give Lessor at least **two (2) days written notice** in order that Lessor may post appropriate notices to avoid any liability for liens.

Lessee will install a fence or other barrier between East Goss Street portion (Assessor parcels 8 and 10-1) and the leased West 7<sup>th</sup> Street portion of the premises (Assessor parcel 28-2).

**8. ENTRY AND INSPECTION:** Lessee will permit Lessor or Lessor's agents to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises, and will permit Lessor, at any time **within sixty (60) days** prior to the expiration of this Lease, to place upon the premises any usual "For Lease" signs, and permit persons desiring to lease the premises to inspect the premises at reasonable times.

**9. INDEMNIFICATION OF LESSOR:** Lessor will not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the premises. Lessee agrees to hold Lessor harmless from any claims for damages arising out of Lessee's use of the premises, and to indemnify Lessor for any expense incurred by Lessor in defending any such claims.

**10. POSSESSION:** If Lessor is unable to deliver possession of the premises at the commencement date set forth above, Lessor will not be liable for any damage caused by the delay, nor will this Lease be void or voidable, but Lessee will not be liable for any rent until possession is delivered. Lessee may terminate this Lease if possession is not delivered **within 2 days** of the commencement term in Item 1.

**11. LESSEE'S INSURANCE:** Lessee, at his/her expense, will maintain plate glass, public liability, and property damage insurance insuring Lessee and Lessor with minimum coverage as follows: \$1 million per occurrence.

Lessee will provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The policy will require **ten (10) day's written notice to Lessor prior to cancellation or material change of coverage.**

**12. LESSOR'S INSURANCE:** Lessor will maintain hazard insurance covering one hundred percent (100%) actual cash value of the improvements throughout the Lease term. Lessor's insurance will not insure Lessee's personal property, leasehold improvements, or trade fixtures.

**13. SUBROGATION:** To the maximum extent permitted by insurance policies which may be owned by the parties, Lessor and Lessee waive any and all rights of subrogation which might otherwise exist.

**14. UTILITIES:** Lessee agrees that he/she will be responsible for the payment of all utilities, including water, gas, electricity, heat and other services delivered to the premises. Failure to pay utility bills is a default of Lessee's obligations under the terms of this lease. Lessor does not warrant that utilities are available.

**15. SIGNS:** Lessee will not place, maintain, nor permit any sign or awning on any exterior door, wall, or window of the premises without the express written consent of Lessor, which will not be unreasonably withheld.

**16. ABANDONMENT OF PREMISES:** Lessee will not vacate or abandon the premises at any time during the term of this Lease. If Lessee does abandon or vacate the premises, or is dispossessed by process of law, or otherwise, any personal property belonging to Lessee left on the premises will be deemed to be abandoned, at the option of Lessor.

**17. CONDEMNATION:** If any part of the premises is condemned for public use, and a part remains which is susceptible of occupation by Lessee, this Lease will, as to the part taken, terminate as of the date the condemnor acquires possession. Lessee will be required to pay such proportion of the rent for the remaining term as the value of the premises remaining bears to the total value of the premises at the date of condemnation; provided, however, that Lessor may at his/her option, terminate this Lease as of the date the condemnor acquires possession. In the event that the premises are condemned in whole, or the remainder is not susceptible for use by the Lessee, this Lease will terminate upon the date which the condemnor acquires possession. All sums which may be payable on account of any condemnation will belong solely to the Lessor; except that Lessee will be entitled to retain any amount awarded to him/her for his/her trade fixtures or moving expenses.

**18. TRADE FIXTURES:** Any and all improvements made to the premises during the term will belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination, remove all his/her trade fixtures, but will pay for all costs necessary to repair any damage to the premise occasioned by the removal.

**19. DESTRUCTION OF PREMISES:** In the event of a partial destruction of the premises during the term, from any cause, Lessor will promptly repair the premises, provided that such repairs can be reasonably made **within sixty (60) days**. Such partial destruction will not terminate this Lease, except that Lessee will be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs interferes with the business of Lessee on the premises. If the repairs cannot be made **within sixty (60) days**, this Lease may be terminated at the option of either party by giving written notice to the other party **within the sixty (60) day period**.

**20. HAZARDOUS MATERIALS:** Lessee will not use, store, or dispose of any hazardous substances upon the premises, except the use and storage of such substances that are customarily used in Lessee's business, and are in compliance with all environmental laws. A hazardous substance means any hazardous waste, substance, or toxic materials regulated under any environmental laws or regulations applicable to the property. Lessee will be responsible for the cost of removal of any toxic contamination caused by Lessee's use of the premises.

**21. INSOLVENCY:** The appointment of a receiver, an assignment for the benefit of creditors, or the filing of a petition in bankruptcy by or against Lessee, will constitute a breach of this Lease by Lessee.

**22. DEFAULT:** In the event of any breach of this Lease by Lessee, Lessor may, at his option, terminate the Lease and recover from Lessee:

- (a) the worth at the time of award of the unpaid rent which had been earned at the time of termination;
- (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided;
- (c) the worth at time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (d) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform his/her obligations under the Lease or which in the ordinary course of things would be likely to result therefrom.

Lessor may, in the alternative, continue this Lease in effect, as long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all of Lessor's rights and remedies under the lease, including the right to recover the rent as it becomes due under the Lease. If said breach of Lease continues, Lessor may, at any time thereafter, elect to terminate the Lease.

These provisions will not limit any other rights or remedies which the Lessor may have.

**23. SECURITY:** The security deposit will secure the performance of the Lessee's obligations. Lessor may, but will not be obligated to, apply all or portions of the deposit on account of the Lessee's obligations. Any balance remaining upon termination will be returned to Lessee. Lessee will not have the right to apply the security deposit in payment of the last month's rent.

**24. DEPOSIT REFUNDS:** The balance of all deposits will be refunded within three weeks (or as otherwise required by law), from date possession is delivered to Lessor or his/her authorized agent, together with a statement showing any charges made against the deposits by Lessor.

**25. ATTORNEY FEES:** In any action or proceeding involving a dispute between Lessor and Lessee arising out of this lease, the prevailing party will be entitled to reasonable attorney fees.

**26 WAIVER:** No failure of Lessor to enforce any term of this lease will be deemed to be a waiver.

**27. NOTICES:** Any notice which either party may or is required to give, will be given by mailing the notice, postage prepaid, to Lessee at the premises, or to Lessor at the address shown in Item 2, or at such other places as may be designated in writing by the parties from time to time. Notice will be effective **five days after mailing**, or on personal delivery, or when receipt is acknowledged in writing. Notices may be sent by Fax or e-mail as follows: Lessor: Fax 510.251.1840; e-mail [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net) and [editeur@earthlink.net](mailto:editeur@earthlink.net).

Lessee:

GREGORY GRUENDL, Gruendl, Inc. email: [greg@rayselectric.net](mailto:greg@rayselectric.net)  
fax: 510-577-7706

**28. HOLDING OVER:** Any holding over after the expiration of this Lease, with the consent of Owner, will be a month to month tenancy at a monthly rent of \$3000.00, payable in advance and otherwise subject to the terms of this Lease, as applicable, until either party will terminate the tenancy by giving the other party **thirty 30) days written notice**.

**29. TIME:** Time is of the essence of this Lease.

**30. HEIRS, ASSIGNS, and SUCCESSORS:** This Lease is binding upon and inures to the benefit of the heirs, assigns, and successors of the parties.

**31. TAX INCREASE:** NA

**32. COST OF LIVING INCREASE:** NA

**33. OPTION TO RENEW:** NA

**34. AMERICANS WITH DISABILITIES ACT:** The parties are alerted to the existence of the Americans with Disabilities Act, which may require costly structural modifications. The parties are advised to consult with a professional familiar with the requirements of the Act.



Dear Mr. Wofsky,

Thank you for re-sending the emails. Endgame is essentially the same – each parcel that was likely subject to the VPT has at least 1 approved exemption/petition. We did find your POV for 025, which has been approved, meaning that when revised ESC Notices are re-sent, you will not receive one for -025, because an approved POV is superior to an approved ESC. Hopefully that answers your previous question about why you had not received ESC Notices for the other parcels, which were already approved for POV as in-use.

APN	ESC Filed	POV Filed	Notes ESC	Notes POV
006 -0019-024-00	Yes - Pre Approved	Yes - Approved	ESC - Provided letter from city to support construction blocking access.	POV indicates studio art/choreography: REVIEW: engaged in the preservation of art: Nonassembly Cultural Activities that are primarily engaged in the display or preservation of objects of interest in the arts or sciences, for public, or private non-profit purposes. Examples of activities in this classification include but are not limited to the following: <ul style="list-style-type: none"> <li>Publicly owned and nonprofit art galleries;</li> <li>Plant conservatories;</li> <li>Libraries;</li> <li>Museums;</li> <li>Observatories.</li> </ul> This classification also includes certain activities accessory to the above, as specified in Section 17.10.040.
006 -0019-008-00	Denied	Yes - Approved	ESC - Provided letter from city: "The City of Oakland has contracted with Ray's Electric, to make street and sidewalk improvements on 7th Street between Wood Street and Peralta Street" This property is on Wood street and not part of the city project map also supplied.	POV - Provided lease showing PG&E Leased property for 2 months in 2019. PGE use is accepted as legal use
006 -0019-010-01	Denied	Yes - Approved	ESC - Provided letter from city: "The City of Oakland has contracted with Ray's Electric, to make street and sidewalk improvements on 7th Street between Wood Street and Peralta Street" This property is on Wood street and not part of the city project map also supplied.	POV - Provided lease showing PG&E Leased property for 2 months in 2019. PGE use is accepted as legal use
006 -0019-027-02	Yes - Pre Approved	Yes - Approved	ESC - Provided letter from city to support construction blocking access.	POV - Provided lease showing PG&E Leased property for 2 months in 2019. PGE use is accepted as legal use

006 -0019-028-02	Yes - Pre Approved	Denied	Provided letter from city to support construction blocking access.	POV for leased as contractor storage 6 mos 2019 REVIEW Submitted lease for "contractor storage" for 6 months of 2019. Zoning tool shows outdoor storage prohibited at this location. Zoning tool shows construction support activities prohibited. No business permit associated with APN. No zoning clearance.
006 -0019-025-00	Yes - Pre Approved	Yes - Approved	ESC - Provided letter from city to support construction blocking access.	POV - Office allowed if interpreted as administrative services
006 -0019-014-00	N/A	N/A	Not subject to VPT - was not sent a notice. Property identified as not subject to VPT	

If you have a question about 028-02, please review OMC 4.56.080 B1 – the use and location of the activity must be allowed per planning code.

### OaklandVPT

855.831-1188 x200 Phone

[oaklandVPT@sci-cg.com](mailto:oaklandVPT@sci-cg.com)

***35 Years of Service to Public Agencies***

**From:** [hearst.common@jps.net](mailto:hearst.common@jps.net) <[hearst.common@jps.net](mailto:hearst.common@jps.net)>

**Sent:** Wednesday, July 15, 2020 5:09 PM

**To:** oaklandVPT <[oaklandVPT@sci-cg.com](mailto:oaklandVPT@sci-cg.com)>

**Cc:** 'Andrew Zacks' <[az@zfplaw.com](mailto:az@zfplaw.com)>; 'Sarah Hoffman' <[sarah@zfplaw.com](mailto:sarah@zfplaw.com)>; 'Mary Bhojwani' <[mary@zfplaw.com](mailto:mary@zfplaw.com)>; 'General Manager' <[editeur@earthlink.net](mailto:editeur@earthlink.net)>

**Subject:** Your Reply as of July 15, 2020. Your false denial of not having received 7 petitions and 7 exemption applications on March 13 and 15, 2020

Dear OaklandVPT,

Please confirm that your email of

**From:** oaklandVPT <[oaklandVPT@sci-cg.com](mailto:oaklandVPT@sci-cg.com)>

**Sent:** Friday, July 10, 2020 2:07 PM

**Subject:** IMPORTANT info re: your Notice - VPT Exceptional Specific Circumstances

Stated that we should not record any documents as had been required in your 2 letters dated July 1, 2020 and received by us on July 10, 2020 for the following 2 properties

006-0019-028-02

006-0019-025-20

In terms of your denials that you did not receive on March 13 and March 15, 2020

- 7 PETITIONS OF VACANCY TO REVERSE NOTICE OF VACANCY FOR CALENDAR YEAR 2019 -
  - 7 VACANT PROPERTY TAX EXCEPTIONAL SPECIFIC CIRCUMSTANCES EXEMPTION APPLICATIONS FOR CALENDAR YEAR 2019 -
- Together with all supporting documents, THIS IS A FALSE STATEMENT BY YOU.

I am now going to forward all 14 submittals with the date stamps of March 13 and March 15, 2020.

Yours

Alan Wofsy

GM

**From:** oaklandVPT <[oaklandVPT@sci-cg.com](mailto:oaklandVPT@sci-cg.com)>

**Sent:** Wednesday, July 15, 2020 4:39 PM

**To:** General Manager <[editeur@earthlink.net](mailto:editeur@earthlink.net)>

**Cc:** 'Andrew Zacks' <[az@zfplaw.com](mailto:az@zfplaw.com)>; 'Sarah Hoffman' <[sarah@zfplaw.com](mailto:sarah@zfplaw.com)>; 'Mary Bhojwani' <[mary@zfplaw.com](mailto:mary@zfplaw.com)>; Hearst Commons <[hearst.common@jps.net](mailto:hearst.common@jps.net)>

**Subject:** RE: No Reply as of July 14, 2020. Objections to : IMPORTANT info re: your Notice - VPT Exceptional Specific Circumstances

Hello,

The highlighted parcels were approved for Petition of Vacancy, except for -024, which is currently under review. We did not receive Petition of Vacancy for the parcels that you received the Exceptional Circ notice. 006-0019-028-02; 006-0019-025-20. Review of your emails showed that you submitted fewer than 14 applications, and did not include an ESC & POV app for each parcel. A review of the lease(s) was performed and we approved POV for parcels that were indicated on the lease, even though at least 1 of them had no POV submitted. Let us know if you have any further questions.

Approval letters will be mailed later this month.

### OaklandVPT

855.831-1188 x200 Phone

[oaklandVPT@sci-cg.com](mailto:oaklandVPT@sci-cg.com)

***35 Years of Service to Public Agencies***

**From:** General Manager <[editeur@earthlink.net](mailto:editeur@earthlink.net)>

**Sent:** Tuesday, July 14, 2020 5:16 PM

**To:** oaklandVPT <[oaklandVPT@sci-cg.com](mailto:oaklandVPT@sci-cg.com)>

**Cc:** 'Andrew Zacks' <[az@zfplaw.com](mailto:az@zfplaw.com)>; 'Sarah Hoffman' <[sarah@zfplaw.com](mailto:sarah@zfplaw.com)>; 'Mary Bhojwani' <[mary@zfplaw.com](mailto:mary@zfplaw.com)>; Hearst Commons <[hearst.common@jps.net](mailto:hearst.common@jps.net)>

**Subject:** No Reply as of July 14, 2020. Objections to : IMPORTANT info re: your Notice - VPT Exceptional Specific Circumstances

**From:** Hearst Commons <[hearst.common@jps.net](mailto:hearst.common@jps.net)>

**Reply-To:** Hearst Commons <[hearst.common@jps.net](mailto:hearst.common@jps.net)>

**Date:** Saturday, July 11, 2020 4:58 PM

**To:** 'oaklandVPT' <[oaklandVPT@sci-cg.com](mailto:oaklandVPT@sci-cg.com)>

**Cc:** 'Andrew Zacks' <[az@zfplaw.com](mailto:az@zfplaw.com)>; 'Sarah Hoffman' <[sarah@zfplaw.com](mailto:sarah@zfplaw.com)>; 'Mary Bhojwani' <[mary@zfplaw.com](mailto:mary@zfplaw.com)>; General Manager <[editeur@earthlink.net](mailto:editeur@earthlink.net)>

**Subject:** Objections to : IMPORTANT info re: your Notice - VPT Exceptional Specific Circumstances

## SUNRISE PROPERTIES

### Alan Wofsy & Associates

Offices: 401 Terry Francois St., Suite 202 , San Francisco, CA 94158-2133

Mailing Address: P.O. Box 2210, San Francisco, CA 94126

Oakland mailing address: P.O. Box 13266, Oakland, CA 94661

Website: [www.live-work.us](http://www.live-work.us)

Phone: 415-872-9711 fax: 415-292-6594 e-mail: [editeur@earthlink.net](mailto:editeur@earthlink.net)  
East Bay Office : phone 510-482-3677 fax 510-251-1840 [sunrise.properties@jps.net](mailto:sunrise.properties@jps.net)

Dear **OaklandVPT**

What a mess!

You sent the 2 attached notices re: Exceptional Specific Circumstances , for 2 of 7 adjacent properties for which we submitted exemptions **both** for

- **PETITION OF VACANCY TO REVERSE NOTICE OF VACANCY and**
- **VACANT PROPERTY TAX EXCEPTIONAL SPECIFIC CIRCUMSTANCES EXEMPTION**

The notices you sent only referenced the exceptional exemption and not the petition of vacancy which was totally different.

You only reference 2 of the subject 7 properties all of which were timely petitioned with 2 separate types of petitions = 14 petitions.

The two properties you reference in your letters dated July 1, 2020 (but mailed much later) are:

006-0019-028-02

006-0019-025-20

The properties you did not reference for which petitions were timely filed **are**:

1720 7th Street	<b>006-0019-024</b>
1722-1724 7th St.	006-0019-025
7th St. & Wood st	006-0019-028-02
722 Wood St	<b>006-0019-008</b>
1731-1733 GossSt	<b>006-0019-010-01</b>
1715 Goss St	<b>006-0019-014</b>
1728-1730 7th St	<b>006-0019-027-02</b>

You write below that you have now withdrawn the 2 letters but do not explain why.

There are serious legal issues with the 2 letters:

- 1) You only gave the property owner until July 15, 2020 to record a document that clouds the title. We did not receive the 2 documents you dated July 1 until July 10. That means you gave much less time than you should have for a property owner to discuss these legal document with legal counsel. Five days is not enough time to review the legality and legal implications of your directives, and is an abuse of your authority.
- 2) There is no discussion or legal authority cited in your letters for requiring a property owner to record such a document which clouds title and appears as a lien of some kind on a title report.

Conclusion:

- A. You should address all 14 petitions we filed not, just 2.
- B. You need to follow property procedure and give owners at least 30 days to comply with - or object to - a directive, from the time the directive is actually received.

Yours

Alan Wofsy  
CEO

**From:** oaklandVPT <[oaklandVPT@sci-cg.com](mailto:oaklandVPT@sci-cg.com)>

**Sent:** Friday, July 10, 2020 2:07 PM

**Subject:** IMPORTANT info re: your Notice - VPT Exceptional Specific Circumstances

Hello,

We recently mailed you a Notice to be recorded with the County of Alameda Clerk-Recorder acknowledging your property was approved for an exemption from the Vacant Property Tax for an Exceptional Specific Circumstance.

We are currently working with the Clerk-Recorder to address issues about the substance of the Notice. **Please DO NOT mail, or drop off that notice**, as we had previously instructed. **We will mail you a corrected notice with instructions.**

If you have already sent your Notice to the Clerk-Recorder, their office will not process it as currently written. As stated above, you will receive a NEW notice, with instructions to complete your exemption. The due date of July 15 you had previously been required to adhere to is now waived.

We apologize for the confusion and inconvenience.

Stay tuned.

**OaklandVPT**

855.831-1188 Phone

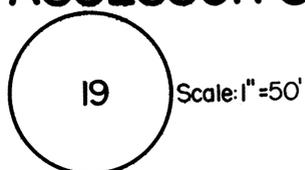
[oaklandVPT@sci-cg.com](mailto:oaklandVPT@sci-cg.com)

**35 Years of Service to Public Agencies**

# ASSESSOR'S MAP 6

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Code Area Nos. 17-046

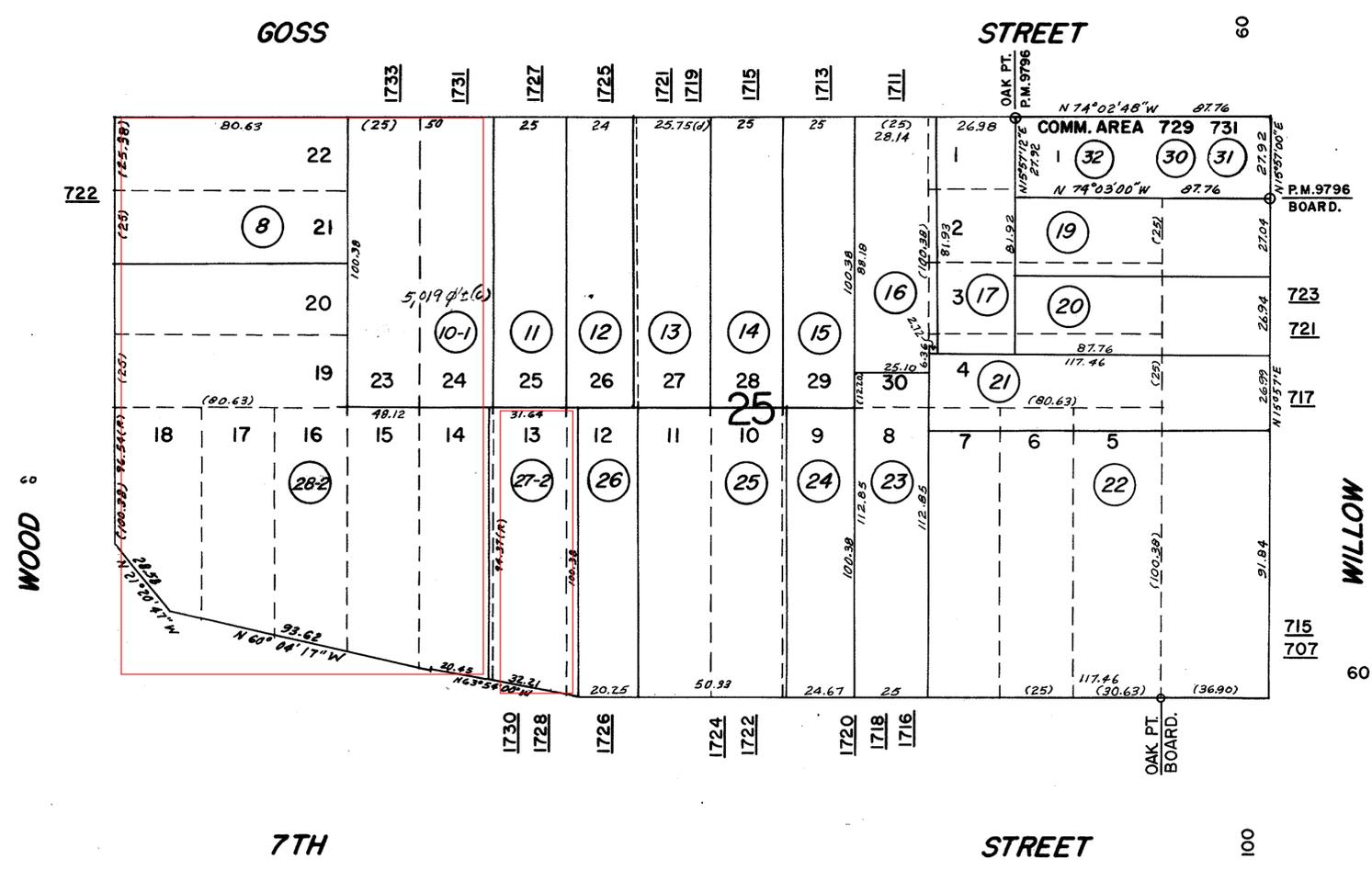
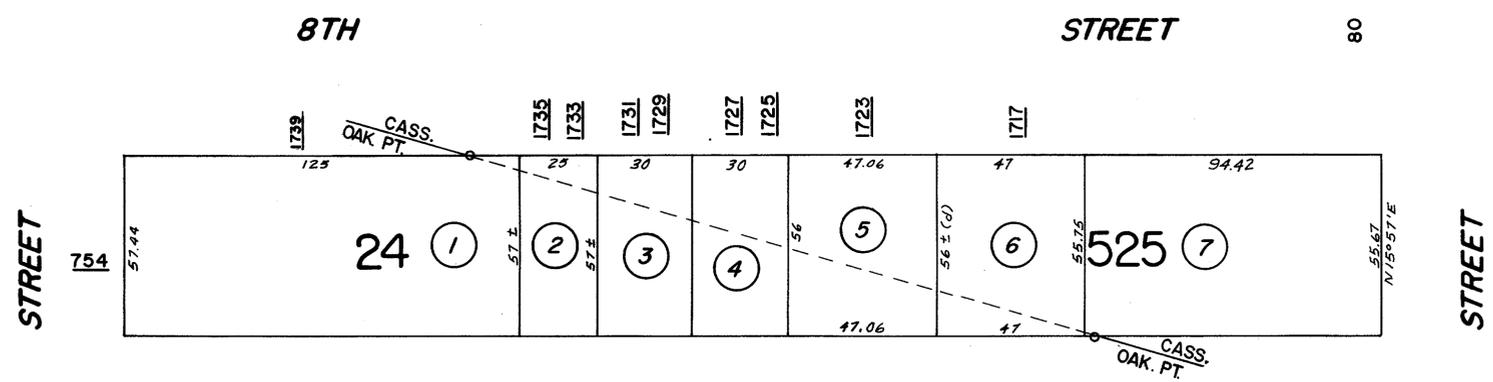
PC Appeal Exhibit R. Parcel Maps of the 7th, Wood and Goss parking site



Scale: 1" = 50'

OAKLAND AND VICINITY (BOARDMAN) (Bk.17 Pg.14)  
OAKLAND PT.(R.R. FERRY LANDING) CITY OF OAKLAND TR.406 (Bk.5 Pg.33)  
CASSERLY TRACT AT THE POINT (Bk.6 Pg.2)  
P.M. 9796 314/30-31

Drawn: 9-68 W.I.M. Revised: 5-14-76 R.M.  
2-4-94 J.T. 7-7-88 J.T. 3-30-89 C.S.L.  
4-25-94 J.T. 4-27-04 E.G. 4-23-90 P.B.  
1-04-94 C.S.L. 8-25-09 G.D.



Formerly: Blks. 505, 516

## Exhibit T

The City of Oakland allows homeless persons to camp and litter in public parks and property creating a public health and safety issue, and instead is focusing enforcement on the Owner and tenants of 7<sup>th</sup> & Wood for parking vehicles for which the lots have always been used. The lot is the closest private land to the Port of Oakland and the Tenants serve the Port of Oakland. The 7<sup>th</sup> & Wood site is kitty corner to the huge truck parking lot of the US Postal Service.



Park across from Kaiser Medical Center,  
Broadway and MacArthur. April 18, 2021.





## Exhibit V

The 7<sup>th</sup> and Wood site of Appellants has been a vehicle parking lot for many years. In recent years PG&E, EBMUD and the City of Oakland's own contractor Gruendl, dba Ray's Electric have used the land for truck and equipment parking and logistics.

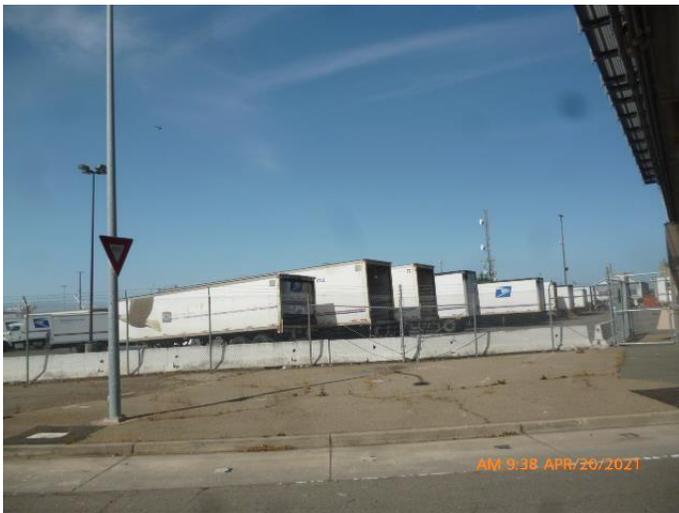
The property is the closest private land to the Port of Oakland and the current tenant American Roadway serves the Port of Oakland. The 7<sup>th</sup>& Wood site is kitty corner to the huge truck parking lot of the US Postal Service. Below are views of the USPS trucking facility across the street from the Appellants' property.



View from Appellants' gate at 7<sup>th</sup> and Wood to the USPS truck parking facility across 7<sup>th</sup> St.



View of the USPS truck parking lot from 7<sup>th</sup> & Wood



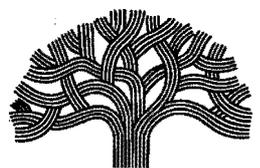
View of truck trailers at the USPS site at 7<sup>th</sup> & Wood



View of the USPS trucking facility looking northwest at 7<sup>th</sup> St. & Wood



View of a truck on 7<sup>th</sup> St. at Wood with USPS trucking facility behind.  
Many trucks park on 7<sup>th</sup> St. and other public streets in the area, whereas the 7<sup>th</sup> & Wood site provides off street parking.



CITY OF OAKLAND

FINANCIAL SERVICES AGENCY ■ 150 FRANK H. OGAWA PLAZA ■ SUITE 5342 ■ OAKLAND, CA 94612-2093

To submit an application visit:

**VACANTPROPERTYTAX.OAKLANDCA.GOV**

Best used with a desktop device

000145 2 3 1 \*\*\*\*AUTO\*\*ALL FOR AADC 940  
ALAN WOFYSY & ASSOCIATES  
PO BOX 2210  
SAN FRANCISCO CA 94126-2210



Date of Notice: March 4, 2021  
Assessor's Parcel Number: 6-19-8  
Registration ID: 2021-4130259  
Property Address:  
722 WOOD ST  
Tax Rate: \$6000

Dear Property Owner:

Why we are writing you

We are writing to notify you of the likely application of the Oakland Vacant Property Tax to your property. **Your lack of response may result in your property being deemed vacant and subject to the Vacant Property Tax.** If you believe your property was not vacant in calendar year 2020 or is exempt from the Vacant Property Tax, please review this letter carefully for instructions on how to submit an application and verification information.

On November 6, 2018, Oakland voters approved Measure W, the Oakland Vacant Property Tax ("VPT"). The VPT Act establishes an annual tax of \$3,000 to \$6,000 on vacant property. A property is considered "vacant" if it is "in use less than fifty (50) days in a calendar year," and not subject to any of ten (10) exemptions. The special tax rates are shown below:

Property Type	2020 Special Tax Rate
Residential	\$6,000 per parcel
Condominium, duplex, or townhome unit under separate ownership	\$3,000 per vacant residential unit
Nonresidential	\$6,000 per parcel
Parcel with ground floor commercial activity allowed but vacant	\$3,000 per parcel
Undeveloped	\$6,000 per parcel

On November 19, 2019, the Oakland City Council adopted Ordinance No. 13571 clarifying the definition of vacant, and further defining the ten (10) allowable exemptions. The allowable exemptions for qualified owners and properties are:

- |   |  |
|---|--|
| A. "Very Low Income"                                      | F. "Active Building Permit Application"              |
| B. "Financial Hardship"                                   | G. "Low Income Senior"                               |
| C. "Demonstrable Hardship Unrelated to Personal Finances" | H. "Disabled Owner"                                  |
| D. "Exceptional Specific Circumstances"                   | I. "Non-profit Organization"                         |
| E. "Active Construction"                                  | J. "Substantially Complete Application for Planning" |

What this means

Your property, as shown above, has been identified based on available data as likely vacant during calendar year 2020. This initial determination notice provides you the opportunity to file a "Petition of Vacancy" or apply for one of the ten (10) allowable exemptions.

What happens next

**To submit a qualified application and be granted relief from the VPT, visit VACANTPROPERTYTAX.OAKLANDCA.GOV and access the Oakland Vacant Property Tax Portal using your Assessor's Parcel Number and Registration ID, shown above.**

**Qualified applications must be complete and submitted by March 25, 2021, and must include appropriate evidence demonstrating that the property was not vacant or was entitled to an exemption.**

Qualified exemption applications and petitions will be reviewed, and the City may request further clarification or information. Upon review and approval of an application, the City will issue you a confirmation, within approximately 120 days.

Questions?

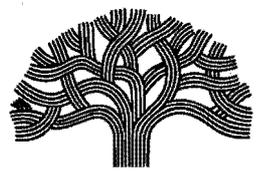
If you have any questions or require assistance, please contact the Vacant Property Tax administrator toll free at (855) 831-1188 or [VPTSupport@sci-cg.com](mailto:VPTSupport@sci-cg.com). All exemption application and petition of vacancy requirements and instructions can be accessed online at [vacantpropertytax.oaklandca.gov](http://vacantpropertytax.oaklandca.gov).



Sincerely,  
City of Oakland  
Finance Department

Para solicitar este aviso en español, chino, vietnamita u otro idioma, llame al (855) 831-1188 o mande un correo electrónico a [VPTSupport@sci-cg.com](mailto:VPTSupport@sci-cg.com)

欲索取此文件的西班牙文, 中文, 越南文或其它翻譯本, 請電(855) 831-1188, 或電郵 [VPTSupport@sci-cg.com](mailto:VPTSupport@sci-cg.com).



To submit an application visit:

**VACANTPROPERTYTAX.OAKLANDCA.GOV**

*Best used with a desktop device*

000147 2 3 1 \*\*\*\*AUTO\*\*ALL FOR AADC 940  
 ALAN WOFSY & ASSOCIATES  
 PO BOX 2210  
 SAN FRANCISCO CA 94126-2210



Date of Notice: March 4, 2021  
 Assessor's Parcel Number: **6-19-27-2**  
 Registration ID: **2021-4130276**  
 Property Address:  
 7TH ST  
 Tax Rate: \$6000

Dear Property Owner:

Why we are writing you

We are writing to notify you of the likely application of the Oakland Vacant Property Tax to your property. **Your lack of response may result in your property being deemed vacant and subject to the Vacant Property Tax.** If you believe your property was not vacant in calendar year 2020 or is exempt from the Vacant Property Tax, please review this letter carefully for instructions on how to submit an application and verification information.

On November 6, 2018, Oakland voters approved Measure W, the Oakland Vacant Property Tax ("VPT"). The VPT Act establishes an annual tax of \$3,000 to \$6,000 on vacant property. A property is considered "vacant" if it is "in use less than fifty (50) days in a calendar year," and not subject to any of ten (10) exemptions. The special tax rates are shown below:

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Parcel with ground floor commercial activity allowed but vacant	\$3,000 per parcel
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On November 19, 2019, the Oakland City Council adopted Ordinance No. 13571 clarifying the definition of vacant, and further defining the ten (10) allowable exemptions. The allowable exemptions for qualified owners and properties are:

- A. "Very Low Income"
- B. "Financial Hardship"
- C. "Demonstrable Hardship Unrelated to Personal Finances"
- D. "Exceptional Specific Circumstances"
- E. "Active Construction"
- F. "Active Building Permit Application"
- G. "Low Income Senior"
- H. "Disabled Owner"
- I. "Non-profit Organization"
- J. "Substantially Complete Application for Planning"

What this means

Your property, as shown above, has been identified based on available data as likely vacant during calendar year 2020. This initial determination notice provides you the opportunity to file a "Petition of Vacancy" or apply for one of the ten (10) allowable exemptions.

What happens next

**To submit a qualified application and be granted relief from the VPT, visit [VACANTPROPERTYTAX.OAKLANDCA.GOV](http://VACANTPROPERTYTAX.OAKLANDCA.GOV) and access the Oakland Vacant Property Tax Portal using your Assessor's Parcel Number and Registration ID, shown above.**

**Qualified applications must be complete and submitted by March 25, 2021, and must include appropriate evidence demonstrating that the property was not vacant or was entitled to an exemption.**

Qualified exemption applications and petitions will be reviewed, and the City may request further clarification or information. Upon review and approval of an application, the City will issue you a confirmation, within approximately 120 days.

Questions?

If you have any questions or require assistance, please contact the Vacant Property Tax administrator toll free at **(855) 831-1188** or [VPTSupport@sci-cg.com](mailto:VPTSupport@sci-cg.com). All exemption application and petition of vacancy requirements and instructions can be accessed online at [vacantpropertytax.oaklandca.gov](http://vacantpropertytax.oaklandca.gov).



Sincerely,  
 City of Oakland  
 Finance Department

Para solicitar este aviso en español, chino, vietnamita u otro idioma, llame al (855) 831-1188 o mande un correo electrónico a [VPTSupport@sci-cg.com](mailto:VPTSupport@sci-cg.com)

欲索取此文件的西班牙文, 中文, 越南文或其它翻譯本, 請電(855) 831-1188, 或電郵 [VPTSupport@sci-cg.com](mailto:VPTSupport@sci-cg.com).



To submit an application visit:

**VACANTPROPERTYTAX.OAKLANDCA.GOV**

Best used with a desktop device

000146 2 3 1 \*\*\*\*AUTO\*\*ALL FOR AADC 940  
 ALAN WOFSY & ASSOCIATES  
 PO BOX 2210  
 SAN FRANCISCO CA 94126-2210



Date of Notice: March 4, 2021  
 Assessor's Parcel Number: 6-19-10-1  
 Registration ID: 2021-4130260  
 Property Address:  
 1731 GOSS ST  
 Tax Rate: \$6000

Dear Property Owner:

Why we are writing you

We are writing to notify you of the likely application of the Oakland Vacant Property Tax to your property. **Your lack of response may result in your property being deemed vacant and subject to the Vacant Property Tax.** If you believe your property was not vacant in calendar year 2020 or is exempt from the Vacant Property Tax, please review this letter carefully for instructions on how to submit an application and verification information.

On November 6, 2018, Oakland voters approved Measure W, the Oakland Vacant Property Tax ("VPT"). The VPT Act establishes an annual tax of \$3,000 to \$6,000 on vacant property. A property is considered "vacant" if it is "in use less than fifty (50) days in a calendar year," and not subject to any of ten (10) exemptions. The special tax rates are shown below:

Property Type	2020 Special Tax Rate
Residential	\$6,000 per parcel
Condominium, duplex, or townhome unit under separate ownership	\$3,000 per vacant residential unit
Nonresidential	\$6,000 per parcel
Parcel with ground floor commercial activity allowed but vacant	\$3,000 per parcel
Undeveloped	\$6,000 per parcel

On November 19, 2019, the Oakland City Council adopted Ordinance No. 13571 clarifying the definition of vacant, and further defining the ten (10) allowable exemptions. The allowable exemptions for qualified owners and properties are:

- A. "Very Low Income"
- B. "Financial Hardship"
- C. "Demonstrable Hardship Unrelated to Personal Finances"
- D. "Exceptional Specific Circumstances"
- E. "Active Construction"
- F. "Active Building Permit Application"
- G. "Low Income Senior"
- H. "Disabled Owner"
- I. "Non-profit Organization"
- J. "Substantially Complete Application for Planning"

What this means

Your property, as shown above, has been identified based on available data as likely vacant during calendar year 2020. This initial determination notice provides you the opportunity to file a "Petition of Vacancy" or apply for one of the ten (10) allowable exemptions.

What happens next

**To submit a qualified application and be granted relief from the VPT, visit VACANTPROPERTYTAX.OAKLANDCA.GOV and access the Oakland Vacant Property Tax Portal using your Assessor's Parcel Number and Registration ID, shown above.**

**Qualified applications must be complete and submitted by March 25, 2021, and must include appropriate evidence demonstrating that the property was not vacant or was entitled to an exemption.**

Questions?

Qualified exemption applications and petitions will be reviewed, and the City may request further clarification or information. Upon review and approval of an application, the City will issue you a confirmation, within approximately 120 days.

If you have any questions or require assistance, please contact the Vacant Property Tax administrator toll free at (855) 831-1188 or [VPTSupport@sci-cg.com](mailto:VPTSupport@sci-cg.com). All exemption application and petition of vacancy requirements and instructions can be accessed online at [vacantpropertytax.oaklandca.gov](http://vacantpropertytax.oaklandca.gov).

Sincerely,  
 City of Oakland  
 Finance Department

Para solicitar este aviso en español, chino, vietnamita u otro idioma, llame al (855) 831-1188 o mande un correo electrónico a [VPTSupport@sci-cg.com](mailto:VPTSupport@sci-cg.com)

欲索取此文件的西班牙文, 中文, 越南文或其它翻譯本, 請電(855) 831-1188, 或電郵 [VPTSupport@sci-cg.com](mailto:VPTSupport@sci-cg.com).





# Oakland Vacant Property Tax Portal

Logof

Tax Year: 2021-22

Select a parcel to work on: [Hide Parcel Grid](#)

	APN	Owner Name	Charge	Situs Address	# Apps
<a href="#">Select</a>	006 -0019-008-00	ALAN WOFSY & ASSOCIATES	\$6,000	722 WOOD ST OAKLAND	1
<a href="#">Select</a>	006 -0019-010-01	ALAN WOFSY & ASSOCIATES	\$6,000	1731 GOSS ST OAKLAND	1
<a href="#">Select</a>	006 -0019-027-02	ALAN WOFSY & ASSOCIATES	\$6,000	7TH ST OAKLAND	1

[Hide Applications](#) (1)

	Received Date	Exemption Type	Exemption Subtype	Status	Resolution Reason
<a href="#">Select</a>	03/22/2021	Petition of Vacancy	Non-Residential Properties	Input by Owner	

Already registered but need to add an owner/parcels? [Click Here](#)

### Parcel Info

Parcel #3 of 3  
 Parcel: 006 -0019-027-02      GIS Parcel: 6-19-27-2      Charge Amount: \$6,000  
 Situs Address: 7TH ST      Application Due Date: 3/25/2021

### Contact Info

Owner Name: ALAN WOFSY & ASSOCIATES

Email: [hearst.common@jps.net](mailto:hearst.common@jps.net)

DBA:

Mail Address: P O BOX 2210

Mail City: SAN FRANCISCO

Mail State: CA

Mail Zip: 94126

Home Phone: 510-482-3677

Bus Phone:

Cell Phone:

[Update Contact Info](#)

If changing your mailing address, the mailing address MUST also be updated with Alameda County. Any mailing address changes updated with VPT apply only to the current tax year. To ensure any future year notices are received, update with Alameda County by calling (510) 272-3800.

### Entering your Application

[Click HERE to View an explanation of Exemption Types](#) (or [Download PDF here](#))

Select an Exemption Type

Note – clicking the browser back button will log you out.  
Application has been Submitted

## PETITION OF VACANCY TO REVERSE NOTICE OF VACANCY FOR CALENDAR YEAR 2020 TAX YEAR 2021-22

PETITION MUST BE RECEIVED NO LATER THAN 20 DAYS AFTER DATE OF NOTICE OF VACANCY

For your petition to be considered, please complete the following (see below for directions):

1. Ownership Information:

Last Name/Owner Name	First Name (if applicable)	Middle
Alan Wofsy & Associates, a California corporation *		

Parcel Number	Address
006 -0019-027-02	7TH ST * Oakland CA 94 <input type="text" value="607"/> *

2. I hereby petition for the reversal of the Notice of Vacancy and the imposition of the Vacant Property Tax as a property owner whose property was in use for at least fifty (50) days during the 2020 calendar year under Oakland Municipal Code 4.56.030(J)(1)(c); 4.56.080 Petition of Vacan (check ONE that applies) (see below for directions)

- A. RESIDENTIAL PROPERTIES: The subject property is a residential parcel, condominium, duplex, or townhouse unit and, was for at least fifty (50) days during the 2020 Calendar Year, used for physical occupancy by a lawful inhabitant. (See below for required verification documents)

- B. NONRESIDENTIAL PROPERTIES: The subject property is a nonresidential parcel, or undeveloped parcel, and was for at least fifty (50) days during the 2020 Calendar Year, used for carrying on of any civic, commercial, industrial, agricultural, or extractive activity, as those terms are defined by the Planning Code, and including any religious or community gatherings. **(See below for required verification documents)**
  - C. WAREHOUSING: The subject property is a Nonresidential parcel, used for warehousing, storage, or distribution activities and at least 40% of the parcel or unit's floorspace available for warehousing, storage, or distribution is occupied. **(See below for required verification documents)**
  - D. GROUND FLOOR COMMERCIAL PROPERTIES: The subject property is a ground floor commercial space, and was for at least fifty (50) days during the 2020 Calendar Year, leased out to a bona fide tenant intending to use the space for a legal activity, or actually occupied, by an Owner or some other party, for some substantially similar purpose. **(See below for required verification documents)**
  - E. The subject property is a maintained undeveloped parcel that is contiguous or within 500 feet of an occupied residential parcel owned by the same owner. **(See below for required verification documents)**
  - F. The subject property functions as ingress and egress of persons or vehicles across substantially all of the parcel. parcel owned by the same owner. **(See below for required verification documents)**
  - G. OTHER: The subject property has been sold to a different owner parcel owned by the same owner. **(See below for required verification documents)**
3. I declare under penalty of perjury under the laws of the State of California that I own the parcel for which I am requesting exemption from the Vacant Property Tax; that the reasons stated above are true, and that all information provided herein is true to the best of my knowledge. I understand that if any of the above information is found to be untrue, I may forfeit my eligibility. I further understand that this form may be subject to an audit, verification check, and possible denial of the exemption. I hereby authorize the City of Oakland to verify all the information herein provided.

Owner's Name	Owner's Signature	Phone Number	Email	Date
Alan Wofsy & Associates *	<input checked="" type="checkbox"/> Check to SIGN *	510-482-3677 *	hearst.common@jps.net *	3/22/2021 *Today
Co-Owner's Name	Co-Owner's Signature	Phone Number	Email	Date
	<input type="checkbox"/> Check to SIGN			Today

**For Option A, B, C: Please tell us how this property was used for at least 50 days during the relevant calendar year.**

Vehicle storage. This is an historic legal non-nonconforming use. The City has not disputed the use of the parcel.

**\* Required Fields**  
**Application has been Submitted**

[Click Here to Hide Document Uploads](#)

### Upload Supporting Verification Documents

The file has been uploaded. - File name: American Roadway signed lease.pdf  
 File Size: 450 kb, Content type: application/pdf

Select the Document Type you want to Upload (required, except for Exceptional Special Circumstances):

Document Description (optional; but required for Type Other):

**To Upload the Document:**

Step 1: Choose your Document file - Accepted FileTypes: .doc .docx .heic .heif .jpg .pdf .png .txt .xls .xlsx

No file chosen

Step 2: Upload your Document -

Document Description	Document Type	Document Filename
Lease	Legal Filings	American Roadway signed lease.pdf

### Directions for completing the Petition of Vacancy:

Submit completed application by providing all required information, and supporting documents as indicated.

**APPLICATIONS WILL NOT BE SUBMITTED UNTIL CLICKING "SUBMIT APPLICATION" ABOVE.**

Once your application has been submitted, you will receive a confirmation via email.

1. To qualify for the exemption, you must be the owner of the property. Please fill in your last, first and middle name, along with the parcel number and address. Your parcel number can be found on the top right corner of the VPT notice you received by mail. If this petition is approved, you will not be charged for this tax on your 2021-22 property tax bill.

2. The Oakland Vacant Property Tax (VPT) Ordinance authorizes the Petition of Vacancy process for a property owner whose property was initially determined to be vacant and subject to the Vacant Property Tax, but who claims the property to be in use for at least fifty (50) days during the relevant Calendar Year.

The following provides the qualifications for redetermination and evidence and documentation required for approval:

- A. PGE COMPLETE BILL, proving that the subject property was occupied for at least fifty (50) days during the relevant Calendar Year. A PGE complete statement from December of the relevant calendar year is strongly recommended. Other utility records can be accepted accepted if they are provided IN ADDITION to providing PGE statements. IF property is LEASED, a LEASE for the relevant Calendar Year acceptable.
- B. or C. Any appropriate evidence demonstrating that the property was not vacant pursuant to OMC Section 4.56.020, including but not limited to photographs, records, and reports necessary to demonstrate the non-vacant status of the subject property.
- D. An executed lease showing the property was leased out to a bona fide tenant; and/or utility records proving that the subject property was occupied for at least fifty (50) days during the 2020 Calendar Year.
- E. Provide the parcel number, street address, and property owner name of the occupied residential parcel that is contiguous or within 500 feet of the undeveloped parcel for which a VPT notice was issued. Such qualified petitions will be mailed a form for the property owner to certify that the parcel is maintained so that it is not blight or a nuisance.
- F. A map showing how the property functions as ingress and/or egress of persons or vehicles.

3. Owners and co-owners must complete, sign, date, and provide contact information on their application.

Submission of documents does not guarantee approval. Additional documentation may be requested.  
Check your application processing status by logging in to your account at [vacantpropertytax.oaklandca.gov](http://vacantpropertytax.oaklandca.gov).

Should you have a need for phone assistance, please contact (855)831-1188.

Email support is also available at [vptsupport@sci-cg.com](mailto:vptsupport@sci-cg.com)

Applicants will be notified with an approval or denial letter no later than July 15 of the applicable property tax year.



# Oakland Vacant Property Tax Portal

Logof

Tax Year: 2021-22

Select a parcel to work on: [Show All Parcels](#) 006 -0019-008-00 722 WOOD ST OAKLAND 94607  [Show Applications](#) (1)

Already registered but need to add an owner/parcels? [Click Here](#)

**Parcel Info** Parcel #1 of 3

Parcel: 006 -0019-008-00 GIS Parcel: 6-19-8 Charge Amount: \$6,000  
 Situs Address: 722 WOOD ST Application Due Date: 3/25/2021

**Contact Info**

**Owner Name:** ALAN WOFSY & ASSOCIATES  
 Email: hearst.common@jps.net  
 DBA:

Mail Address: P O BOX 2210

Mail City: SAN FRANCISCO

Mail State: CA

Mail Zip: 94126

Home Phone: 5104823677

Bus Phone:

Cell Phone:

If changing your mailing address, the mailing address MUST also be updated with Alameda County. Any mailing address changes updated with VPT apply only to the current tax year. To ensure any future year notices are received, update with Alameda County by calling (510) 272-3800.

**Entering your Application**

[Click HERE to View an explanation of Exemption Types](#) (or [Download PDF here](#))

Select an Exemption Type

**Note – clicking the browser back button will log you out.  
 Application has been Submitted**

**PETITION OF VACANCY TO REVERSE NOTICE OF VACANCY FOR  
 CALENDAR YEAR 2020 TAX YEAR 2021-22**

**PETITION MUST BE RECEIVED NO LATER THAN 20 DAYS AFTER DATE OF NOTICE OF VACANCY**

For your petition to be considered, please complete the following (see below for directions):

1. Ownership Information:

Last Name/Owner Name	First Name (if applicable)	Middle
Alan Wofsy & Associates, a California corporation *		
Parcel Number	Address	
006 -0019-008-00	POB 2210, San Francisco , CA 94126, * Oakland CA 94 <input type="text" value="941"/> *	

2. I hereby petition for the reversal of the Notice of Vacancy and the imposition of the Vacant Property Tax as a property owner whose property was in use for at least fifty (50) days during the 2020 calendar year under Oakland Municipal Code 4.56.030(J)(1)(c); 4.56.080 Petition of Vacan (check ONE that applies) (see below for directions)

- A. RESIDENTIAL PROPERTIES: The subject property is a residential parcel, condominium, duplex, or townhouse unit and, was for at least fifty (50) days during the 2020 Calendar Year, used for physical occupancy by a lawful inhabitant. (See below for required verification documents)
- B. NONRESIDENTIAL PROPERTIES: The subject property is a nonresidential parcel, or undeveloped parcel, and was for at least fifty (50) days during the 2020 Calendar Year, used for carrying on of any civic, commercial, industrial, agricultural, or extractive activity, as those terms are defined by the Planning Code, and including any religious or community gatherings. (See below for required verification documents)
- C. WAREHOUSING: The subject property is a Nonresidential parcel, used for warehousing, storage, or distribution activities and at least 40% of the parcel or unit's floorspace available for warehousing, storage, or distribution is occupied. (See below for required verification documents)
- D. GROUND FLOOR COMMERCIAL PROPERTIES: The subject property is a ground floor commercial space, and was for at least

fifty (50) days during the 2020 Calendar Year, leased out to a bona fide tenant intending to use the space for a legal activity, or actually occupied, by an Owner or some other party, for some substantially similar purpose.

**(See below for required verification documents)**

- E. The subject property is a maintained undeveloped parcel that is contiguous or within 500 feet of an occupied residential parcel owned by the same owner. **(See below for required verification documents)**
- F. The subject property functions as ingress and egress of persons or vehicles across substantially all of the parcel. parcel owned by the same owner. **(See below for required verification documents)**
- G. OTHER: The subject property has been sold to a different owner parcel owned by the same owner. **(See below for required verification documents)**

3. I declare under penalty of perjury under the laws of the State of California that I own the parcel for which I am requesting exemption from the Vacant Property Tax; that the reasons stated above are true, and that all information provided herein is true to the best of my knowledge. I understand that if any of the above information is found to be untrue, I may forfeit my eligibility. I further understand that this form may be subject to an audit, verification check, and possible denial of the exemption. I hereby authorize the City of Oakland to verify all the information herein provided.

Owner's Name	Owner's Signature	Phone Number	Email	Date
Alan Wofsy & Associates *	<input checked="" type="checkbox"/> Check to SIGN *	5104823677 *	hearst.common@jps.net *	3/22/2021 *Today
Co-Owner's Name	Co-Owner's Signature	Phone Number	Email	Date
	<input type="checkbox"/> Check to SIGN			Today

**For Option A, B, C: Please tell us how this property was used for at least 50 days during the relevant calendar year.**

Vehicle storage. This is an historic legal non-nonconforming use. We have been granted an administrative hearing to confirm that the use is lawful.  
 Note: The American Roadway signed lease was entered as a lease in this form but your robot changed it to a legal

**\* Required Fields**  
**Application has been Submitted**

[Click Here to Hide Document Uploads](#)

**Upload Supporting Verification Documents**

The file has been uploaded. - File name: Administrative Review notice 2004220 2-3-20.pdf  
 File Size: 5604 kb, Content type: application/pdf

Select the Document Type you want to Upload (required, except for Exceptional Special Circumstances):

Legal Filings ▼

Document Description (optional; but required for Type Other):

Administrative Review -Appeal Hearing Approved

**To Upload the Document:**

Step 1: Choose your Document file -

Accepted FileTypes: .doc .docx .heic .heif .jpg .pdf .png .txt .xls .xlsx

No file chosen

Step 2: Upload your Document -

<a href="#">Document Description</a>	<a href="#">Document Type</a>	<a href="#">Document Filename</a>
N/A	Legal Filings	American Roadway signed lease.pdf
Administrative Review -Appeal Hearing Approved	Legal Filings	Administrative Review notice 2004220 2-3-20.pdf

**Directions for completing the Petition of Vacancy:**

Submit completed application by providing all required information, and supporting documents as indicated.

APPLICATIONS WILL NOT BE SUBMITTED UNTIL CLICKING "SUBMIT APPLICATION" ABOVE.

Once your application has been submitted, you will receive a confirmation via email.

1. To qualify for the exemption, you must be the owner of the property. Please fill in your last, first and middle name, along with the parcel number and address. Your parcel number can be found on the top right corner of the VPT notice you received by mail. If this petition is approved, you will not be charged for this tax on your 2021-22 property tax bill.



## Oakland Vacant Property Tax Portal

Logof

Tax Year: 2021-22

Select a parcel to work on: [Hide Parcel Grid](#)

	APN	Owner Name	Charge	Situs Address	# Apps
<a href="#">Select</a>	006 -0019-008-00	ALAN WOFSY & ASSOCIATES	\$6,000	722 WOOD ST OAKLAND	1
<a href="#">Select</a>	006 -0019-010-01	ALAN WOFSY & ASSOCIATES	\$6,000	1731 GOSS ST OAKLAND	1
<a href="#">Select</a>	006 -0019-027-02	ALAN WOFSY & ASSOCIATES	\$6,000	7TH ST OAKLAND	0

[Hide Applications](#) (1)

	Received Date	Exemption Type	Exemption Subtype	Status	Resolution Reason
<a href="#">Select</a>	03/22/2021	Petition of Vacancy	Non-Residential Properties	Input by Owner	

Already registered but need to add an owner/parcels? [Click Here](#)

### Parcel Info

Parcel #2 of 3  
 Parcel: 006 -0019-010-01 GIS Parcel: 6-19-10-1 Charge Amount: \$6,000  
 Situs Address: 1731 GOSS ST Application Due Date: 3/25/2021

### Contact Info

**Owner Name:** ALAN WOFSY & ASSOCIATES

Email: [hearst.common@jps.net](mailto:hearst.common@jps.net)

DBA:

Mail Address: P O BOX 2210

Mail City: SAN FRANCISCO

Mail State: CA

Mail Zip: 94126

Home Phone: 5104823677

Bus Phone:

Cell Phone:

[Update Contact Info](#)

If changing your mailing address, the mailing address MUST also be updated with Alameda County. Any mailing address changes updated with VPT apply only to the current tax year. To ensure any future year notices are received, update with Alameda County by calling (510) 272-3800.

### Entering your Application

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PETITION MUST BE RECEIVED NO LATER THAN 20 DAYS AFTER DATE OF NOTICE OF VACANCY

For your petition to be considered, please complete the following (see below for directions):

1. Ownership Information:

Last Name/Owner Name	First Name (if applicable)	Middle
Alan Wofsy & Associates, a California corporation *		

Parcel Number	Address
006 -0019-010-01	1731 GOSS ST * Oakland CA 94 <input type="text" value="607"/> *

2. I hereby petition for the reversal of the Notice of Vacancy and the imposition of the Vacant Property Tax as a property owner whose property was in use for at least fifty (50) days during the 2020 calendar year under Oakland Municipal Code 4.56.030(J)(1)(c); 4.56.080 Petition of Vacan (check ONE that applies) (see below for directions)

- A. RESIDENTIAL PROPERTIES: The subject property is a residential parcel, condominium, duplex, or townhouse unit and, was for at least fifty (50) days during the 2020 Calendar Year, used for physical occupancy by a lawful inhabitant. (See below for required verification documents)

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3. I declare under penalty of perjury under the laws of the State of California that I own the parcel for which I am requesting exemption from the Vacant Property Tax; that the reasons stated above are true, and that all information provided herein is true to the best of my knowledge. I understand that if any of the above information is found to be untrue, I may forfeit my eligibility. I further understand that this form may be subject to an audit, verification check, and possible denial of the exemption. I hereby authorize the City of Oakland to verify all the information herein provided.

Owner's Name	Owner's Signature	Phone Number	Email	Date
Alan Wofsy & Associates *	<input checked="" type="checkbox"/> Check to SIGN *	5104823677 *	hearst.common@jps.net *	3/22/2021 *Today
Co-Owner's Name	Co-Owner's Signature	Phone Number	Email	Date
	<input type="checkbox"/> Check to SIGN			Today

**For Option A, B, C: Please tell us how this property was used for at least 50 days during the relevant calendar year.**

Vehicle storage. This is an historic legal non-nonconforming use. The City has not disputed the use of the property.

**\* Required Fields**  
**Application has been Submitted**

[Click Here to Hide Document Uploads](#)

### Upload Supporting Verification Documents

The file has been uploaded. - File name: American Roadway signed lease.pdf  
 File Size: 450 kb, Content type: application/pdf

Select the Document Type you want to Upload (required, except for Exceptional Special Circumstances):

Document Description (optional; but required for Type Other):

**To Upload the Document:**

Step 1: Choose your Document file - Accepted FileTypes: .doc .docx .heic .heif .jpg .pdf .png .txt .xls .xlsx

No file chosen

Step 2: Upload your Document -

Document Description	Document Type	Document Filename
Lease	Legal Filings	American Roadway signed lease.pdf

### Directions for completing the Petition of Vacancy:

Submit completed application by providing all required information, and supporting documents as indicated.

**APPLICATIONS WILL NOT BE SUBMITTED UNTIL CLICKING "SUBMIT APPLICATION" ABOVE.**

Once your application has been submitted, you will receive a confirmation via email.

1. To qualify for the exemption, you must be the owner of the property. Please fill in your last, first and middle name, along with the parcel number and address. Your parcel number can be found on the top right corner of the VPT notice you received by mail. If this petition is approved, you will not be charged for this tax on your 2021-22 property tax bill.

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- B. or C. Any appropriate evidence demonstrating that the property was not vacant pursuant to OMC Section 4.56.020, including but not limited to photographs, records, and reports necessary to demonstrate the non-vacant status of the subject property.
- D. An executed lease showing the property was leased out to a bona fide tenant; and/or utility records proving that the subject property was occupied for at least fifty (50) days during the 2020 Calendar Year.
- E. Provide the parcel number, street address, and property owner name of the occupied residential parcel that is contiguous or within 500 feet of the undeveloped parcel for which a VPT notice was issued. Such qualified petitions will be mailed a form for the property owner to certify that the parcel is maintained so that it is not blight or a nuisance.
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Submission of documents does not guarantee approval. Additional documentation may be requested.  
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Should you have a need for phone assistance, please contact (855)831-1188.

Email support is also available at [vptsupport@sci-cg.com](mailto:vptsupport@sci-cg.com)

Applicants will be notified with an approval or denial letter no later than July 15 of the applicable property tax year.

2. The Oakland Vacant Property Tax (VPT) Ordinance authorizes the Petition of Vacancy process for a property owner whose property was initially determined to be vacant and subject to the Vacant Property Tax, but who claims the property to be in use for at least fifty (50) days during the relevant Calendar Year.

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- B. or C. Any appropriate evidence demonstrating that the property was not vacant pursuant to OMC Section 4.56.020, including but not limited to photographs, records, and reports necessary to demonstrate the non-vacant status of the subject property.
- D. An executed lease showing the property was leased out to a bona fide tenant; and/or utility records proving that the subject property was occupied for at least fifty (50) days during the 2020 Calendar Year.
- E. Provide the parcel number, street address, and property owner name of the occupied residential parcel that is contiguous or within 500 feet of the undeveloped parcel for which a VPT notice was issued. Such qualified petitions will be mailed a form for the property owner to certify that the parcel is maintained so that it is not blight or a nuisance.
- F. A map showing how the property functions as ingress and/or egress of persons or vehicles.

3. Owners and co-owners must complete, sign, date, and provide contact information on their application.

Submission of documents does not guarantee approval. Additional documentation may be requested.  
Check your application processing status by logging in to your account at [vacantpropertytax.oaklandca.gov](http://vacantpropertytax.oaklandca.gov).

Should you have a need for phone assistance, please contact (855)831-1188.

Email support is also available at [vptsupport@sci-cg.com](mailto:vptsupport@sci-cg.com)

Applicants will be notified with an approval or denial letter no later than July 15 of the applicable property tax year.

< BACK TO MY LISTINGS

< PREV | NEXT >

# 1728 7th St, Oakland, CA 94607

Updated Today

7th, Wood and Goss -Development Site [EDIT NAME](#)

Save

Confirm up-to-date

[Listing](#) [Land Details](#) [Taxes & Opex](#) [Photos](#) [Property](#) [Highlights](#) [Contacts](#)

REMOVE

Listing Completeness

## Listing

Commission

Procurement Fee

Listing Expiration



*Will not be published.*

*Will not be published.*

*Will not be published.*

## Land For Lease Details

Lot Size \*

SF

Rent

SF/Mo

Term in Years \*

Negotiable

Outparcel?

Land For Lease Notes

Help

Corner parcel on Goss and Wood. Fully fenced with barbed wire and gate. Recently used as a staging area by EBMUD, PG&E and Oakland City contractors..

AP No.	Address	Zone	Description	Sq. ft.,.
--------	---------	------	-------------	-----------

656 / 7000 characters used

## Taxes & Operating Expenses

Year	Taxes	SF/Yr ▼	Other Expenses	SF/Yr ▼
2021	\$		\$	
Total	\$			

## Brochures & Other Documents

[Manage Documents](#)



**BROCHURES & OTHER DOCUMENTS**

or drag them in.

## Property Photos & Videos

[Manage Attachments](#)

[Help](#)



ADD PHOTOS &  
VIDEOS  
or drag them in.

Photo of 7th & Wood with plat plan

Building Photo

Building Photo

## Property

Secondary Type\*

Topography

Grading

Commercial



Level



Raw land



Proposed Use

Apartment Units - Condo x



Permitting & Approvals

Existing Utilities

Select



Electricity, Gas, Water, Cable, Telephone, Irrigation



Current Improvements

Zoning

Zoning Description

RM-2; R M-4; CC-2

Provide a zoning description

0 / 150 characters used

Frontage Street Name

Frontage

Curb Cuts

Street Type

Help

Wood, 7th & Goss

600 FT

#

Secondary



[ADD STREET](#)

## Property Description

Property Description

Fenced with gates.

18 / 7000 characters used

## Highlights

Describe the most appealing features of the property.

Close to Oakland Port



Close to Bay Bridge



Easy access



AL

[Help](#)

## Alternative Address

Select an alternative address for the property that will display in the search results and listing profile.

1728 7th St, Oakland, 94607



## Links

Link URL

Link Description

www.loopnet.com

e.g. LoopNet



[ADD A LINK](#)

## Leasing Contacts

Select the contacts that will appear on the listing. Drag contacts to change their order.

[Add a Contact From Your Firm](#)

[ADD A CONTACT FROM ANOTHER FIRM](#)

### Primary Contact (i)

Alan Wofsy  
General Manager, Sunrise Properties  
(415) 872-9711 (p) | sunrise.properties@jps.net

[+ ADD LISTING ADMIN](#)

[EDIT PROFILE](#)



REMOVE

### Additional Contacts

Help

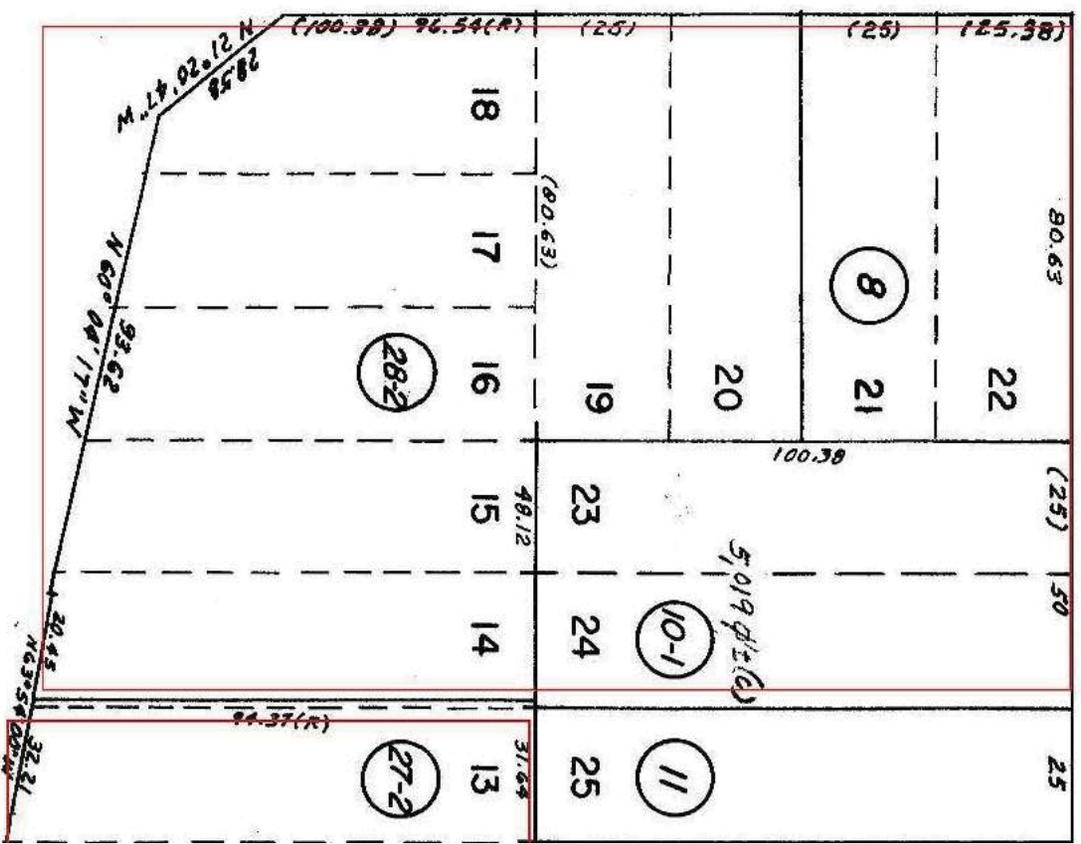
6055

1733

1731

1727

722



WOOD

1730

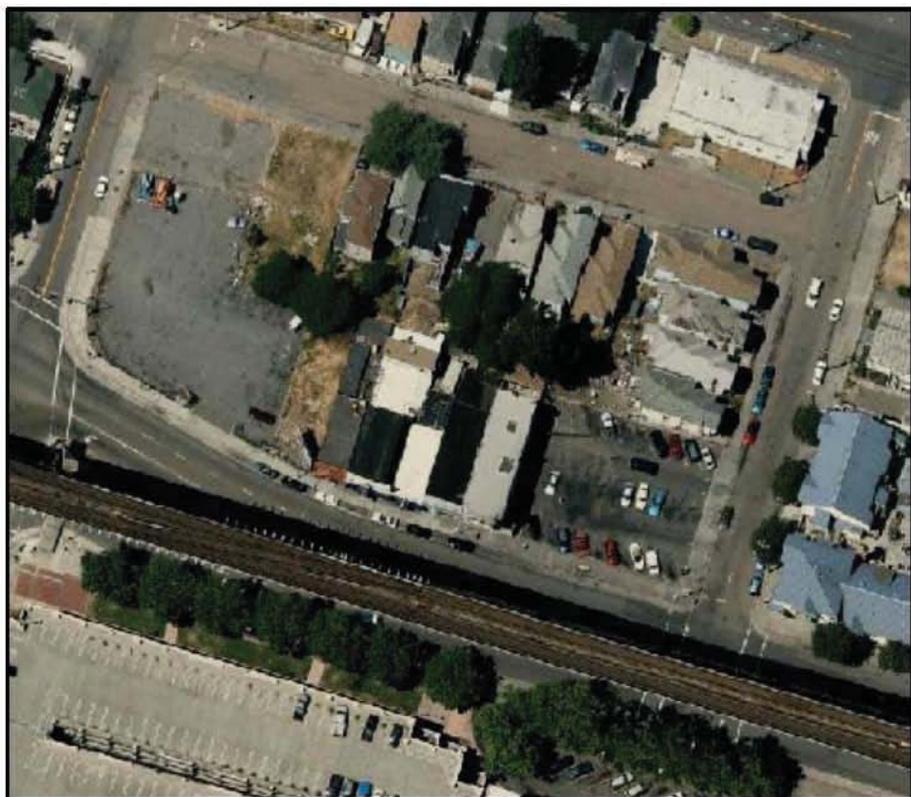
1730

1728

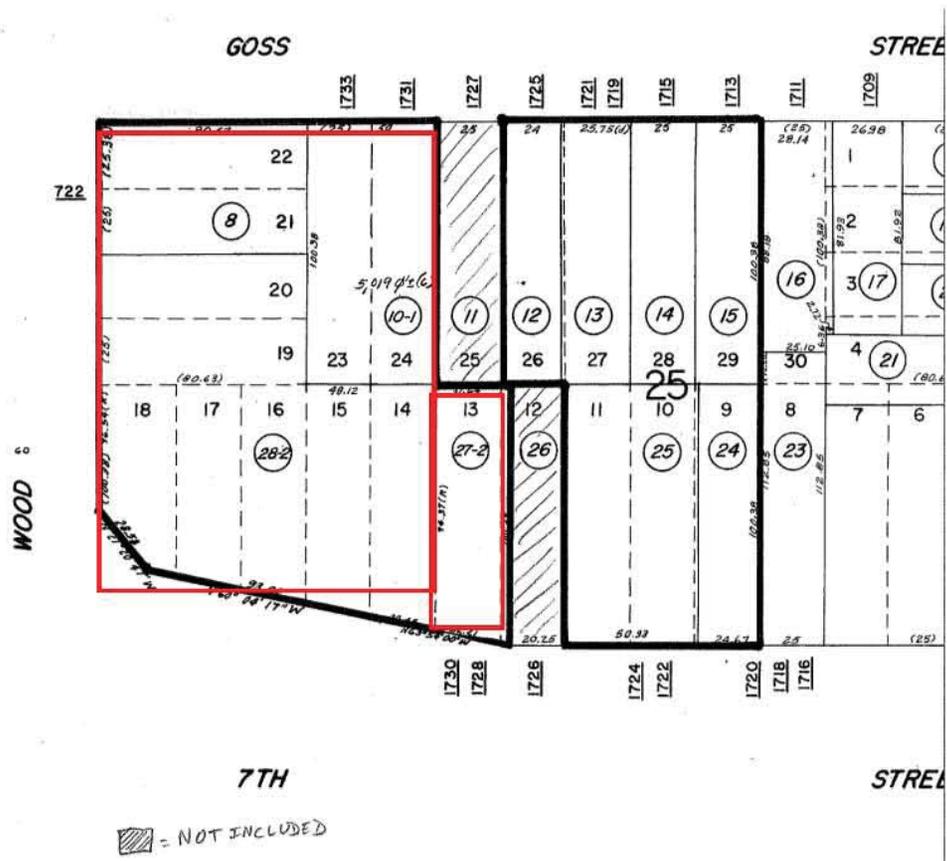


Map Document

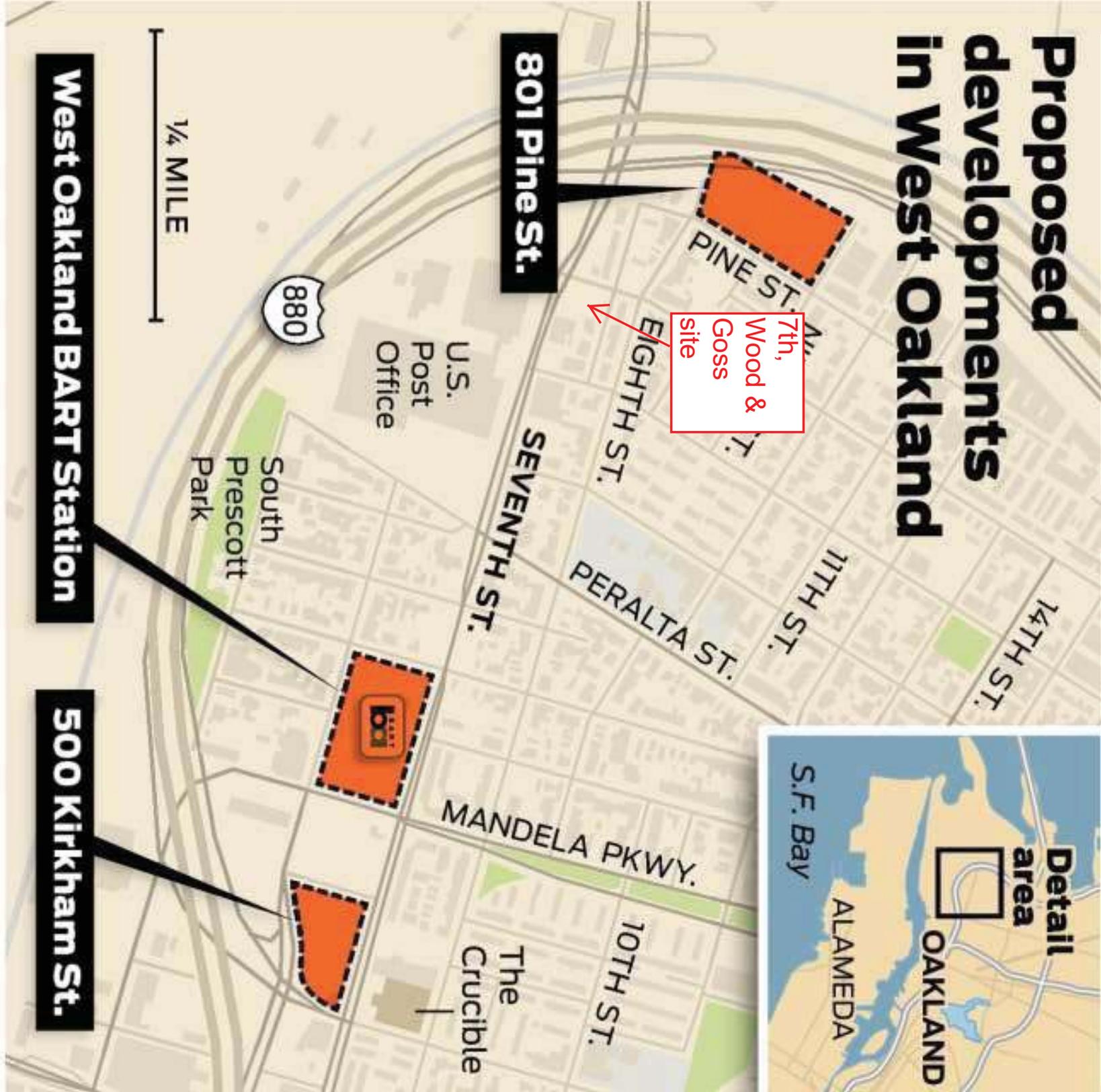
Current Site:



Parcel Map:



# Proposed developments in West Oakland



7th,  
Wood &  
Goss  
site

801 Pine St.

West Oakland BART Station

500 Kirkham St.

1/4 MILE

Sources: Nextzen, OpenStreetMap

Todd Trumbull / The Chronicle

1728 7th St, Oakland, CA 94607

Updated Today

Confirm up-to-date

Listing Lot Details Notes Documents Photos Property Secure Information Financials Highlights Contacts

REMOVE

Listing Completeness

Progress bar showing 100% completion

### Listing

Status	Commission	Procurement Fee
Active ▼	%	%
Listing Expiration	Sale Type *	
M/D/YYYY	Investment	<i>Will not be published.</i>
Sale Conditions		<input type="checkbox"/> Auction Sale
<i>Will not be published.</i>		
Redevelopment Project x ▼		

### Lot Sale Details

Price	Lot Number	Lot Size *	AC ▼ APN/Parcel ID
\$ 2,000,000	#	0.61 AC	006-0019-028-02, 0r <a href="#">Help</a>

Lot Description

1728 7th St, Oakland, CA 94607

Updated Today

Confirm up-to-date

[Listing](#) [Lot Details](#) [Notes](#) [Documents](#) [Photos](#) [Property](#) [Secure Information](#) [Financials](#) [Highlights](#) [Contacts](#)

[REMOVE](#)

Listing Completeness



## Sale Notes

Sale Notes

4 legal parcels. Land with 3 street frontages; first land on 7th st. coming from West Grand Ave. Ideal for Live-Work.

817 / 7000 characters used

## Brochures & Other Documents

[Manage Documents](#)



**BROCHURES & OTHER DOCUMENTS**

or drag them in.

## Property Photos & Videos

[Manage At](#) [Help](#)

1728 7th St, Oakland, CA 94607

Updated Today

Confirm up-to-date

Listing Lot Details Notes Documents Photos Property Secure Information Financials Highlights Contacts

REMOVE

Listing Completeness

Secondary type ^	Topography	Grading
Commercial ▼	Level ▼	Raw land ▼

Proposed Use

Apartment Units - Condo x ▼

Permitting & Approvals	Existing Utilities
Select ▼	Electricity, Gas, Water, Cable, Telephone, Irrigation ▼

Current Improvements

Zoning	Zoning Description
RM-2; R M-4; CC-2	RM-2; R M-4; CC-2
17 / 150 characters used	

Frontage Street Name	Frontage	Curb Cuts ⓘ	Street Type	Help
Wood, 7th & Goss	600 FT	#	Secondary ▼	⊖

1728 7th St, Oakland, CA 94607

Updated Today

Confirm up-to-date

Listing Lot Details Notes Documents Photos Property Secure Information Financials Highlights Contacts

REMOVE

Listing Completeness

Progress bar showing 100% completion

Large empty text area for listing details

28 / 7000 characters used

### Secure Information

Select the required access level to allow viewing of Major Tenants, Financials and the Offering Memorandum

**Everyone**  
All users with access to the listing can see secure information.

**Registration**  
Users must register their contact information . User contact information will be shared as a lead.

**Confidentiality Agreement**  
Users must also sign an electronic confidentiality agreement.

**Approval Required**  
Listing contacts must approve each confidentiality agreement.

### Offering Memorandum

Help  
Manage Documents

1728 7th St, Oakland, CA 94607

Updated Today

Confirm up-to-date

Listing Lot Details Notes Documents Photos Property Secure Information Financials Highlights Contacts

REMOVE

Listing Completeness

Progress bar showing 100% completion

FINANCIALS

Type  
 Actual  Proforma

Year: 2020 | Year Payable: Year

	Annual	Per SF
Gross Rental Income	\$	\$
Other Income	\$	\$
Vacancy Loss	\$	\$
Effective Gross Income	\$	\$
Taxes	\$	\$
Operating Expenses	\$	\$
Total Expenses	\$	\$

Net Operating Income

Help

1728 7th St, Oakland, CA 94607

Updated Today

Confirm up-to-date

Listing Lot Details Notes Documents Photos Property Secure Information Financials Highlights Contacts

REMOVE

Listing Completeness

Progress bar showing 100% completion

### Alternative Address

Select an alternative address for the property that will display in the search results and listing profile.

1728 7th St, Oakland, 94607

### Links

Link URL

Link Description

http://www.live-work.us/

Other Oakland Properties

ADD A LINK

### Sale Contacts

Select the contacts that will appear on the listing. Drag contacts to change their order.

Add a Contact From Your Firm

ADD A CONTACT FROM ANOTHER FIRM

#### Primary Contact ⓘ

Alan Wofsy  
General Manager, Sunrise Properties  
(415) 872-9711 (p) | sunrise.properties@jps.net

Help

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Updated Today

Confirm up-to-date

[Listing](#) [Lot Details](#) [Notes](#) [Documents](#) [Photos](#) [Property](#) [Secure Information](#) [Financials](#) [Highlights](#) [Contacts](#)

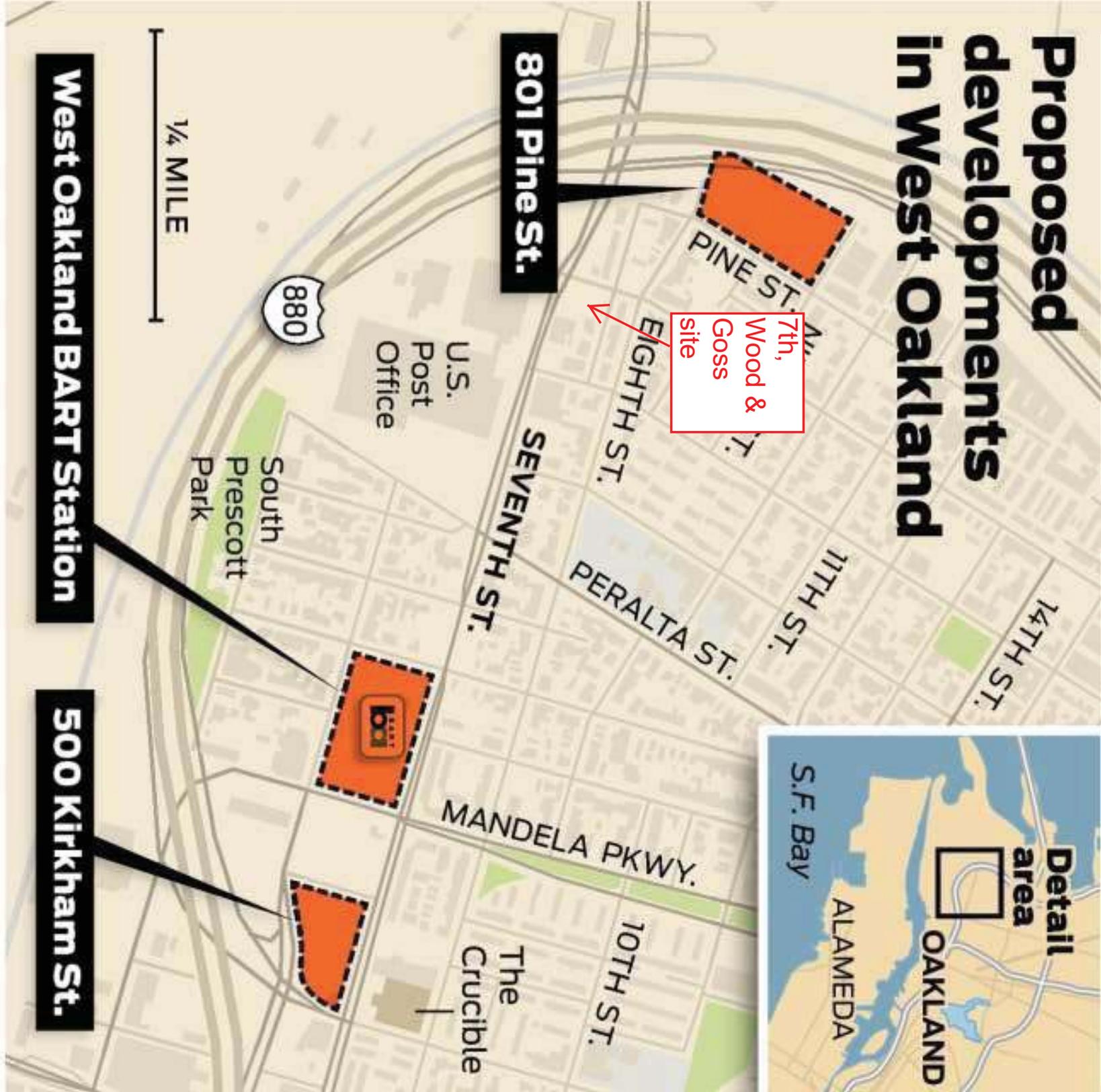
[REMOVE](#)

Listing Completeness



100%

# Proposed developments in West Oakland



**West Oakland BART Station**

**500 Kirkham St.**

**801 Pine St.**

7th,  
Wood &  
Goss  
site

Sources: Nextzen, OpenStreetMap

Todd Trumbull / The Chronicle

