

**SECOND AMENDMENT TO LEASE DISPOSITION AND DEVELOPMENT AGREEMENT**

(4300 San Pablo Avenue)

**THIS SECOND AMENDMENT TO LEASE DISPOSITION AND DEVELOPMENT AGREEMENT**, is entered into as of this \_\_\_\_ day of April 2025, by and between the **CITY OF EMERYVILLE**, a municipal corporation, hereinafter referred to as “City,” and **EAH, Inc.**, a California nonprofit public benefit corporation, hereinafter known as the “Developer,” collectively referred to herein as the “Parties.”

**WITNESSETH THAT**

**WHEREAS**, on September 6, 2022, the City Council of the City of Emeryville adopted Ordinance No. 22-007 which authorized the execution of the Lease Disposition and Development Agreement (“Agreement”) and Ground Lease;

**WHEREAS**, the City entered into the Agreement on October 26, 2022, (“Effective Date”) with Developer to provide for the development of 68 intergenerational multifamily rental housing affordable to tenants whose incomes are no greater than 80% AMI, located at 4300-4310 San Pablo Avenue, Emeryville, CA; and

**WHEREAS**, the City entered into a First Amendment to the Agreement on November 18, 2024, with the Developer to extend the Term of the Agreement as well as the date for execution of the ground Lease and recordation of the Memorandum of Ground Lease until four years after the Effective Date, so the Developer can continue to seek project financing and meet the conditions precedents to close; and

**WHEREAS**, pursuant to Exhibit C (Scope of Development) of the Agreement, the project will serve households between 20% and 60% of Area Median Income (AMI), with no less than 51% of the units (35 units) serving Extremely Low-Income (ELI) households; and

**WHEREAS**, the City and Developer wish to modify the Scope of Development so that the project would serve household between 30% and 60% of AMI, with no less than fourteen (14) units serving ELI , since Project Based Vouchers (PBV) are not currently available, so the project is financially feasible and the Developer can continue to seek project financing and meet the conditions precedents to close.

**NOW, THEREFORE**, do the Parties mutually agree to the following changes to the Agreement:

1. Exhibit C shall be replaced in its entirety with the amended Exhibit B, attached hereto.
2. Unless otherwise amended herein, all provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this First Amendment and the

Agreement, this First Amendment shall control. Unless otherwise defined in this First Amendment, all defined terms shall have the meaning set forth in the Agreement.

**IN WITNESS WHEREOF** the City and Developer have executed this First Amendment effective as of the date when the First Amendment has been signed by the City.

**DEVELOPER:**

EAH, a California nonprofit Corporation

**DATED:** 03/27/2025

DocuSigned by:  
*Welton Jordan*  
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**WELTON JORDAN III**  
**ASSISTANT SECRETARY**

**CITY:**

City of Emeryville, a municipal corporation

**DATED:** \_\_\_\_\_

\_\_\_\_\_  
**LATANYA BELLOW**  
**CITY MANAGER**

**APPROVED AS TO FORM:**

DocuSigned by:  
*John Kennedy*  
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**CITY ATTORNEY**

**AMENDED EXHIBIT C**  
**SCOPE OF DEVELOPMENT**

APNs 049-1079-014-01 and 049-1079-17-01, commonly known as 4300 San Pablo Avenue in Emeryville, California, is a +/- .47 acre development site (the “Site”). The Site currently contains temporary buildings that has previously served as office space and a temporary homeless shelter and will be relocated by Developer prior to the start of construction.

The Development is a 5-story, Type IIIA building with an outdoor courtyard on Level 2. Along the San Pablo Avenue frontage are residential services and amenities with a single level of parking behind. The Development will contain 68 affordable apartment units and residential amenities serving space on both the ground floor and podium levels. The units will be a mix of studios, one-bedroom and two-bedroom units, with no fewer than eight two-bedroom units. There will be no less than 7,000 square feet of residential amenities serving space, and no fewer than 17 (a .25 per-unit parking ratio) and no more than 34 parking spaces (a .5 per-unit parking ratio). The building will be built to meet a minimum of LEED Silver standards or a minimum of 100 “Green Point Rated” points. The building will be designed as an all-electric building. The Site will be developed making every effort to include utilization of mass timber in the construction of the ground floor to minimize embodied carbon. If mass timber proves financially infeasible, Developer will make best efforts to include the use of low carbon concrete mixes, limiting carbon-intensive materials, and prioritizing lower carbon alternatives.

The Development will serve Transitional Age Youth (TAY) and Senior populations, with a maximum of 20% of the units (14 units) set-aside for TAY, 80% for Seniors (54 units), and one manager unit. The units will serve households between 30% and 60% of Area Median Income (AMI), with no less than fourteen (14) of the units serving Extremely Low-Income (ELI) households. If the Developer is able to secure Project Based Vouchers (PBV), the Developer should make a good faith effort to increase the number of units serving ELI households so that at least 20% of the units serve households at 20% AMI.

The Development includes the installation of publicly accessible art at a cost of at least one half of one percent (0.5%) of the project development costs.

The attached plans dated July 1 , 2022, are hereby incorporated into this Scope of Development by this reference.