

Location:	2011-2195 Wood Street (Development Area 8: A vacant 2.54-Acre block bounded by Wood Street, 20th Street, West Grand Avenue, and Frontage Road) (See map on reverse)
Assessor’s Parcel Number:	018-0310-003-08; 018-0310-003-09; 018-0310-003-10; 018-0310-003-11
Proposal:	Modification of VTPM8555 Condition of Approval #82 requiring public improvements for previously-approved new mixed-use (residential/commercial) development involving 235 residential units and 13,615 square feet of flex commercial spaces to be completed in two phases
Owner:	Central Station Land, LLC
Applicant:	Mark Trainer – (510)588-5136
Case File Number:	PLN14-262-PUDF01-R02
Planning Permits Required:	Reconsideration/Modification of VTPM8555 Condition of Approval #82 requiring public improvements for previously-approved new mixed-use (residential/commercial) development involving 235 residential units and 13,615 square feet of flex commercial spaces to be completed in two phases
General Plan:	Urban Residential
Zoning:	D-WS Wood Street Zoning District
Environmental Determination:	State CEQA Guidelines: The project relies on previous EIR (ER03-0023) for Wood Street certified on March 16, 2005 and the West Oakland Specific Plan EIR certified on July 29, 2014 and Section 15183, projects consistent with a community plan, general plan or zoning.
Historic Status:	Not a Potential Designated Historic Property (PDHP); Survey Rating: N/A
City Council District:	3
Status:	Continued from January 20, 2021 Public Hearing. (Planning Commission originally approved project on December 3, 2014. Entitlements extended through December 3, 2020 and further extended by automatic State time extension for additional 18 months).
Action to be Taken:	Decision on application based on staff report
Staff Recommendation:	Decision based on staff report
Finality of Decision:	Appealable to City Council within 10 days.
For Further Information:	Contact case planner Maurice Brenyah-Addow at (510) 238-6342 or by email at mbrenyah@oaklandnet.com

SUMMARY

Planning Commission originally approved the 2011-2195 Wood Street project on December 3, 2014. The entitlements were extended through December 3, 2020 and further extended by automatic State time extension for an additional 18 months from May 2020. The Project applicant, Central Station Land LLC, is requesting for Reconsideration and Modification of Condition of Approval (COA) #82 of VTPM8555 requiring public improvements associated with this previously-approved mixed-use

(residential/commercial) development involving 235 residential units and 13,615 square feet of flex commercial spaces to be completed in two phases (**Attachment B**).

The project is a combined Preliminary and Final Development Plan, Design Review for a new 235-unit residential apartment and approximately 13,615 square feet of flex ground floor commercial spaces and a Minor Variance to allow 239 off-street parking spaces where 279 spaces are required. The project is proposed to be constructed in two (2) phases on Development Area 8 in the Wood Street Zoning District (D-WS) - a vacant 2.54-acre block bounded by Wood Street, 20th Street, West Grand Avenue, and Frontage Road.

The proposed modification of VTPM8555 Condition of Approval (COA) #82 requires a Reconsideration of the previously-approved entitlement.

The Planning Commission discussed the project at their December 16, 2020 meeting and continued the item to January 20, 2021 for the applicant and the City to sort out issues pertaining to COA#82 of VTPM8555 for required public improvements for Development Area 8 of the Wood Street Project. After convening a meeting between the applicant and the Housing and Community Development (HCD) Department of the City, there has been no resolution of the matter.

The previously-approved project is still in conformance with the General Plan's goals and policies, the Planning Code, and the Wood Street District Zoning District (D-WS).

Given the different positions of the applicant and HCD, Staff proposes the following options for the Commission to consider:

1. Keep Condition of Approval (COA) #82 of VTPM8555 "as is"; or
2. Modify Condition of Approval (COA) #82 of VTPM8555 to relieve the applicant of the responsibility to extend sewer utilities to the adjacent Development Area 7, but keep the rest of COA #82 "as is"; or
3. Modify Condition of Approval (COA) #82 of VTPM8555 to (1) relieve the applicant of the responsibility to extend sewer utilities along Development Area 7; (2) replace the requirement to install a permanent sidewalk adjacent Development Area 7 with a requirement to (a) install a temporary asphalt sidewalk built to the satisfaction of OakDOT and (b) record a hold harmless agreement, to the satisfaction of the City Attorney, to remain in effect until the developer of Area 7 completes the permanent sidewalk; (3) clarify that all utilities other than sewer shall be extended along Development Area 7 and shall be undergrounded according to OakDOT's specifications; or
4. Modify Condition of Approval (COA) #82 of VTPM8555 to (1) replace the requirement to install a permanent sidewalk adjacent Development Area 7 with a requirement to (a) install a temporary asphalt sidewalk built to the satisfaction of OakDOT and (b) record a hold harmless agreement, to the satisfaction of the City Attorney, to remain in effect until the developer of Development Area 7 completes the permanent sidewalk; (2) clarify that all utilities shall be extended along Development Area 7 and shall be undergrounded according to OakDOT's specifications.

At the January 20th hearing, Planning Commission discussed the project, approved an aspect of it that pertained to a minor variance to relocate some parking spaces to adjacent parcels, and continued the aspect of the hearing pertaining to the public improvements to allow the applicant to produce evidence supporting his claims that there was a Cost-Sharing Agreement in place that already

addressed the public improvements for Wood Street. On January 21, 2021, the applicant provided staff with the attached document (Attachment C) in response. However, staff's examination of the document did not show that there is a cost-sharing agreement for the Wood Street improvements as required by VTPM8555 COA #82.

DISCUSSION

Reconsideration and Modification of VTPM8555 COA #82 requiring public Improvements

When the Wood Street District Plan was adopted in 2005, uniform conditions of approval for Public Improvements including the one excerpted below, were added to the various associated Vesting Parcel Maps for all the development areas. Simply put, these conditions required the Northern-most parcels within each parcel map area to install all the required public improvements for those development areas if the Northern-most parcels were developed first.

The subject parcel, 2121 Wood Street, also known as Development Area 8 (Parcel 2), is adjacent to a City-owned vacant parcel, also known as Development Area 7 (Parcel 1) currently under an Exclusive Negotiating Agreement (ENA) for affordable housing. These two parcels (1 and 2) were created under Vesting Parcel Map VTPM8555 and pursuant to the COA above, the Parcel 2 developer is required to build out the public improvements and utilities along both parcels 1 and 2 if Parcel 2, the northern-most parcel gets developed first. Since Parcel 2 is currently about to be developed first, the developer is required to build out the public improvements within the public right-of-way fronting both parcels within Development Areas 7 and 8. The subject Condition of Approval #82 of VTPM8555 is stipulated below:

82. Public Improvements – Vesting Parcel Map 8555.

Prior to the issuance of certificate of occupancy for development on each parcel.

The Project Sponsor of Parcel 1 of VTPM No. 8555 shall construct or cause the construction of improvements to Wood Street, from 18th Street to 20th Street, (unless preceded by Parcel 2 of VTPM 8555), 18th Street (unless preceded by Parcel 3 of Map 8554), and 20th Street if needed for access. The Project Sponsor of Parcel 2 of VTPM No. 8555 shall construct or cause to be constructed public improvements to Wood Street, from 20th Street to West Grand Avenue (unless it precedes the development of Parcel 1 of VTPM 8555, in which case the Project Sponsor of Parcel 2 shall construct Wood Street from 18th Street to West Grand Avenue), and 20th Street, if not already installed by Project Sponsor of Parcel 1.

Except as otherwise provided in this condition, the street improvements referred to in this condition include complete street width, curb, gutter, sidewalk, and installation of utilities in accordance with the standards of the City of Oakland to the limits shown on VTPM 8555.

Sidewalks on the opposite side of Wood Street Zoning District perimeter streets (i.e. outside the District) will get minor repairs only.

The Parcel 2 developer, Central Station Land LLC, is requesting that the Planning Commission amend this condition of approval to one of the following options:

1. Holliday Development and the City enter into a cost sharing agreement for the improvements. With the 20th Street Pocket Park Cost Sharing Agreement, there is already a model for such an agreement. If the Planning Commission chooses this option, the two parties would need to discuss a timeline for reimbursement. Holliday Development also still has concerns about frontage improvements proceeding prior to the corresponding residential improvements. While there is a design for Development Area 7 (i.e. Parcel 1), it is just a conceptual design. Inevitably, that design will evolve as it moves through the approval process. As the Planning Commissioners noted during their meeting on December 16th, the construction of either parcel will cause significant damage to the new frontage improvements and require them to be rebuilt; or
2. Revise the condition such that each parcel is responsible for the frontage improvements in front of its own parcel regardless of which gets developed first.

Specifically, the Development Area 8 applicant is asking the Planning Commission to modify this Condition of Approval on the grounds that it is a financial burden that would make their project infeasible (See *Attachment D* for details).

The Oakland's Housing and Community Development Department (HCD) has expressed their opposition to any modifications to the Conditions of Approval that would result in a higher portion of cost sharing for the city's property located at 1707 Wood Street (Development Area 7) on the following grounds:

- Holliday Development has already had multiple opportunities to shape the cost-sharing agreement. They were closely involved with the creation of the original Planned Unit District (PUD) in 2005, when the Planning Commission first approved the Conditions of Approval (COA). They also had the opportunity to revisit the issue in 2014, when the COA were reaffirmed—a full seven years after Development Area 7 (i.e. Parcel 1) was sold by Holliday Development to the City.
- Holliday Development has suggested that the cost of the improvements may render their project infeasible. They have not provided the city with pro-formas or other financial documents to support this claim.
- Holliday Development sold Parcel 1 to the Redevelopment Agency of the City of Oakland in 2007 for \$8,000,000. The Agency performed its due diligence at the time of purchase and would likely have negotiated a different purchase price if the cost sharing requirements embedded in the COA were different.
- The proposed revisions to the cost sharing agreement may add substantially to the development costs at Parcel 1. Affordable housing generally is much more difficult to finance than market-rate housing. Any increase in the cost of public improvements assigned to Parcel 1 will likely be borne by the City of Oakland or another public agency. The proposed revisions to the COA will directly reduce the amount of affordable housing funds that Oakland and other public agencies are able to distribute to projects. In addition, such an increase may lead to further delays in the development of Parcel 1.

The purpose and intent of the original condition was to provide necessary and continuous public improvement and infrastructure along all Wood Street-fronting parcels, including ones that may take many years to get developed. This way, new residents and businesses in the Wood Street District can have useable and continuous amenities like sidewalks, wheelchair ramps, street lights, etc. for the area to function appropriately.

Therefore, in light of the original purpose of COA #82 of VTPM8555 and after examining all options for potentially modifying it, Planning staff recommend that the COA should be either kept “as is”; *or* modified to reflect option #3 or #4 on page 2 in this report (depending on where the applicant decides to extend the sewer from to serve development area 8). Of the two condition alternatives that staff is recommending for consideration (options #3 or #4), the most appropriate option should hinge on the location of the sewer extension that will serve development area 8. If on the one hand, the sewer is to be connected to a point to the south that passes directly in front of development area 7, then option #4 may be appropriate. But if the sewer connection that will serve development area 8 is instead extended from the north or east, then option #3 would be more appropriate.

At the January 20th hearing, the Planning Commission explored crafting a motion to modify COA #82 to allow the applicant to install a temporary sidewalk in front of Parcel 1 but only delay the installation of the permanent public improvements until Parcel 1 is developed. However, staff believes, given the uncertainty as when Parcel 1 will get to be developed, complications involved in the applicant’s ability to secure financing for such an arrangement, logistics of implementation, bonding requirements and enforcement of such obligations by the City, it would not be practical to delay the public improvements if Parcel 2 gets developed first. Therefore, it would be pragmatic for the applicant to complete all the improvements at the same time they complete the development if they go first.

CONCLUSION:

The proposed Project is still in conformance with the General Plan’s goals and policies and Planning Code and appropriate for the Wood Street Zoning District (D-WS) of West Oakland.

Regarding the applicant’s request to modify COA #82 of VTPM8555, Staff has recommended four options below for the Planning Commission to consider.

RECOMMENDATIONS:

Affirm Staff’s environmental determination and:

1. Keep Condition of Approval (COA) #82 of VTPM8555 “as is”; or
2. Only modify Condition of Approval (COA) #82 of VTPM8555 to relieve the applicant of the responsibility to extend sewer utilities to the adjacent Development Area 7, but keep the rest of COA #82 “as is”; or

3. Modify Condition of Approval (COA) #82 of VTPM8555 to allow the applicant to install a temporary asphalt sidewalk adjacent to Development Area 7 instead of a permanent sidewalk, subject to OakDOT's stipulations, and relieve the applicant of the responsibility to extend sewer utilities to the adjacent Development Area 7, but keep all other utility undergrounding and other requirements; or
4. Modify Condition of Approval (COA) #82 of VTPM8555 to allow the applicant to install a temporary asphalt sidewalk adjacent to Development Area 7 instead of a permanent sidewalk, subject to OakDOT's stipulations, but keep all other requirements including undergrounding the utilities.

Prepared by:

Maurice B Addow

MAURICE BRENYAH-ADDOW - Planner IV

Approved:



ROBERT MERKAMP – Zoning Manager

Approved for forwarding to the
City Planning Commission:



EDWARD MANASSE – Deputy Director
Bureau of Planning

- ATTACHMENTS:**
- A.** Findings and Additional Conditions of Approval
 - B.** 2014 Approval Letter and Conditions of Approval
 - C.** Cost Sharing Documents
 - D.** Public Improvement Exhibits

ATTACHMENT A: ADDITIONAL CONDITIONS OF APPROVAL

The following condition of approval shall be added to the adopted conditions of approval for case file PLN14-262-PUDF01-R02 upon approval of this revision:

1. Impact Fees

The Project approved under Case File PLN14-262-PUDF01-R02 is subject to, and Applicant shall agree to pay, the development impact fees that were adopted by the City Council per Ordinances 13365 and 13366.

When Required: Ongoing

Initial Approval: N/A

Monitoring/Inspection: Bureau of Building

2. Hold-Harmless Agreement

Applicant shall enter into a Hold Harmless Agreement with the City to the satisfaction of the City Attorney, for the temporary sidewalk to remain in effect until the developer of Area 7 completes the permanent sidewalk and shall record the agreement with the Alameda County Recorder and provide proof of filing to the City.

When Required: Prior to final inspections/Ongoing

Initial Approval: Planning & City Attorney

Monitoring/Inspection: Bureau of Building

APPROVED BY:

City Planning Commission: _____ (date) _____ (vote)

Applicant and/or Contractor Statement

I have read and accept responsibility for the Additional Condition of Approval, as approved by Planning Commission action on March 17, 2021. I agree to abide by and conform to these conditions, as well as to all provisions of the Oakland Zoning Code and Municipal Code pertaining to the project.

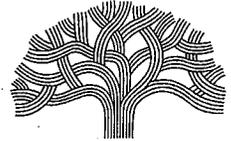
Signature of Owner/Applicant: _____ (date)

Signature of Contractor _____ (date)

ATTACHMENT

B

CITY OF OAKLAND



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 2114 • OAKLAND, CALIFORNIA 94612-2032

Department of Planning and Building
Zoning Division

(510) 238-3911
FAX (510) 238-4730
TDD (510) 238-3254

Kevin Brown – Central Station Land, LLC
1201 Pine Street, #151
Oakland, CA 94607

January 6, 2015

Dear Mr. Brown:

RE: Case File Nos.: PLN14-262-PUDF01; Address: 2011 -2195 Wood Street (APNs: 018-0310-003-08; 018-0310-003-09; 018-0310-003-10; & 018-0310-003-11)

Your application as noted above was **APPROVED** at the City Planning Commission meeting of **December 3, 2014**. The Commission's action is indicated below. This action became final ten (10) days after the date of the Planning Commission meeting since no appeal to the City Council was filed by **December 15, 2014**.

(X) Granted with required conditions. (Vote: 5 Ayes, 0 Nays)

A signed Notice of Determination (NOD) is enclosed certifying that the project is within the scope of the approvals evaluated in the previously certified EIRs (ER03-0023) for the Wood Street Project and (ER12-0018) for the West Oakland Specific Plan, and that none of the circumstances requiring preparation of a subsequent or supplemental EIR under CEQA Section 21166 and CEQA Guidelines Sections 15162 and 15163 are present and that no further environmental review is required, is enclosed for your signature and recordation.

If you have any questions, please contact the case planner, **Maurice Brenyah-Addow** at (510) 238-6342 or mbrenyah@oaklandnet.com.

Very Truly Yours,

SCOTT MILLER
Zoning Manager

cc: Deborah Sandercock, Building Services
Gay Luster, OPRCA/Tree Section
Philip Basada, Fire Prevention Bureau
Kevin Kashi, PWA
Darin Ranelletti, Bureau of Planning

Bill Quesada, Inspection Services
David Harlan, Building Services
Dave Mog, Building Services
Jaime Parks, Transportation Planning
Gil Hayes, City Surveyor

Attachments: Conditions of Approval
Notice of Determination

CONDITIONS OF APPROVAL

1. Approved Use

Ongoing

- a) The project shall be constructed and operated in accordance with the authorized use as described in the application materials, **and/or staff report**, and the plans dated **October 28, 2014** and submitted on **November 13, 2014**, and as amended by the following conditions. Any additional uses or facilities other than those approved with this permit, as described in the project description and the approved plans, will require a separate application and approval. Any deviation from the approved drawings, Conditions of Approval or use shall required prior written approval from the Director of City Planning or designee.
- b) This action by the City Planning Commission ("this Approval") includes the approvals set forth below. This Approval includes:
 - Preliminary and Final Development Plans and Design Review for a mixed use development involving 235 residential units and ground floor commercial spaces;
 - Minor Variance to allow 239 off-street parking spaces where 274 spaces are required

2. Effective Date, Expiration, Extensions and Extinguishment

Ongoing

Unless a different termination date is prescribed, this Approval shall expire **two calendar years** from the approval date, unless within such period all necessary permits for construction or alteration have been issued, or the authorized activities have commenced in the case of a permit not involving construction or alteration. Upon written request and payment of appropriate fees submitted no later than the expiration date of this permit, the Director of City Planning or designee may grant a one-year extension of this date, with additional extensions subject to approval by the approving body. Expiration of any necessary building permit for this project may invalidate this Approval if the said extension period has also expired.

3. Scope of This Approval; Major and Minor Changes

Ongoing

The project is approved pursuant to the **Subdivision Regulations and the Oakland Planning Code** only. Minor changes to approved plans may be approved administratively by the Director of City Planning or designee. Major changes to the approved plans shall be reviewed by the Director of City Planning or designee to determine whether such changes require submittal and approval of a revision to the approved project by the approving body or a new, completely independent permit.

CONDITIONS OF APPROVAL

4. Conformance with other Requirements

Prior to issuance of a demolition, grading, P-job, or other construction related permit

- a) The project applicant shall comply with all other applicable federal, state, regional and/or local laws/codes, requirements, regulations, and guidelines, including but not limited to those imposed by the City's Building Services Division, the City's Fire Marshal, and the City's Public Works Agency. Compliance with other applicable requirements may require changes to the approved use and/or plans. These changes shall be processed in accordance with the procedures contained in Condition of Approval 3.
- b) The applicant shall submit approved building plans for project-specific needs related to fire protection to the Fire Services Division for review and approval, including, but not limited to automatic extinguishing systems, water supply improvements and hydrants, fire department access, and vegetation management for preventing fires and soil erosion.

5. Conformance to Approved Plans; Modification of Conditions or Revocation

Ongoing

- a) Site shall be kept in a blight/nuisance-free condition. Any existing blight or nuisance shall be abated within 60-90 days of approval, unless an earlier date is specified elsewhere.
- b) The City of Oakland reserves the right at any time during construction to require certification by a licensed professional that the as-built project conforms to all applicable zoning requirements, including but not limited to approved maximum heights and minimum setbacks. Failure to construct the project in accordance with approved plans may result in remedial reconstruction, permit revocation, permit modification, stop work, permit suspension or other corrective action.
- c) Violation of any term, **Conditions** or project description relating to the Approvals is unlawful, prohibited, and a violation of the Oakland Municipal Code. The City of Oakland reserves the right to initiate civil and/or criminal enforcement and/or abatement proceedings, or after notice and public hearing, to revoke the Approvals or alter these **Conditions** if it is found that there is violation of any of the **Conditions** or the provisions of the Planning Code or Municipal Code, or the project operates as or causes a public nuisance. This provision is not intended to, nor does it, limit in any manner whatsoever the ability of the City to take appropriate enforcement actions. The project applicant shall be responsible for paying fees in accordance with the City's Master Fee Schedule for inspections conducted by the City or a City-designated third-party to investigate alleged violations of the Conditions of Approval.

6. Signed Copy of the Conditions***With submittal of a demolition, grading, and building permit***

A copy of the approval letter and **Conditions** shall be signed by the property owner, notarized, and submitted with each set of permit plans to the appropriate City agency for this project.

7. Indemnification***Ongoing***

- a) To the maximum extent permitted by law, the applicant shall defend (with counsel acceptable to the City), indemnify, and hold harmless the City of Oakland, the Oakland City Council, the City of Oakland Redevelopment Agency, the Oakland City Planning Commission and its respective agents, officers, and employees (hereafter collectively called City) from any liability, damages, claim, judgment, loss (direct or indirect) action, causes of action, or proceeding (including legal costs, attorneys' fees, expert witness or consultant fees, City Attorney or staff time, expenses or costs) (collectively called "Action") against the City to attack, set aside, void or annul, (1) an approval by the City relating to a development-related application or subdivision or (2) implementation of an approved development-related project. The City may elect, in its sole discretion, to participate in the defense of said Action and the applicant shall reimburse the City for its reasonable legal costs and attorneys' fees.
- b) Within ten (10) calendar days of the filing of any Action as specified in subsection A above, the applicant shall execute a Letter Agreement with the City, acceptable to the Office of the City Attorney, which memorializes the above obligations. These obligations and the Letter of Agreement shall survive termination, extinguishment or invalidation of the approval. Failure to timely execute the Letter Agreement does not relieve the applicant of any of the obligations contained in this condition or other requirements or conditions of approval that may be imposed by the City.

8. Compliance with Conditions of Approval***Ongoing***

The project applicant shall be responsible for compliance with the recommendations in any submitted and approved technical report and all the Conditions of Approval set forth below at its sole cost and expense, and subject to review and approval of the City of Oakland.

9. Severability***Ongoing***

Approval of the project would not have been granted but for the applicability and validity of each and every one of the specified conditions, and if one or more of such conditions is found to be invalid by a court of competent jurisdiction this Approval would not have been granted without requiring other valid conditions consistent with achieving the same purpose and intent of such Approval.

10. Job Site Plans

Ongoing throughout demolition, grading, and/or construction

At least one (1) copy of the stamped approved plans, along with the Approval Letter and Conditions of Approval, shall be available for review at the job site at all times.

11. Special Inspector/Inspections, Independent Technical Review, Project Coordination and Management

Prior to issuance of a demolition, grading, and/or construction permit

The project applicant may be required to pay for on-call third-party special inspector(s)/inspections as needed during the times of extensive or specialized plancheck review or construction. The project applicant may also be required to cover the full costs of independent technical review and other types of peer review, monitoring and inspection, including without limitation, third party plan check fees, including inspections of violations of Conditions of Approval. The project applicant shall establish a deposit with the Building Services Division, as directed by the Building Official, Director of City Planning or designee.

12. Required Landscape Plan for New Construction and Certain Additions to Residential Facilities

Prior to issuance of a building permit

Submittal and approval of a landscape plan for the entire site is required for the establishment of a new residential unit (excluding secondary units of five hundred (500) square feet or less), and for additions to Residential Facilities of over five hundred (500) square feet. The landscape plan and the plant materials installed pursuant to the approved plan shall conform with all provisions of Chapter 17.124 of the Oakland Planning Code, including the following:

- a) Landscape plan shall include a detailed planting schedule showing the proposed location, sizes, quantities, and specific common botanical names of plant species.
- b) Landscape plans for projects involving grading, rear walls on downslope lots requiring conformity with the screening requirements in Section 17.124.040, or vegetation management prescriptions in the S-11 zone, shall show proposed landscape treatments for all graded areas, rear wall treatments, and vegetation management prescriptions.
- c) Landscape plan shall incorporate pest-resistant and drought-tolerant landscaping practices. Within the portions of Oakland northeast of the line formed by State Highway 13 and continued southerly by Interstate 580, south of its intersection with State Highway 13, all plant materials on submitted landscape plans shall be fire-resistant. The City Planning and Zoning Division shall maintain lists of plant materials and landscaping practices considered pest-resistant, fire-resistant, and drought-tolerant.
- d) All landscape plans shall show proposed methods of irrigation. The methods shall ensure adequate irrigation of all plant materials for at least one growing season.

13. Landscape Requirements for Street Frontages.

Prior to issuance of a final inspection of the building permit

- a) All areas between a primary Residential Facility and abutting street lines shall be fully landscaped, plus any unpaved areas of abutting rights-of-way of improved streets or

alleys, provided, however, on streets without sidewalks, an unplanted strip of land five (5) feet in width shall be provided within the right-of-way along the edge of the pavement or face of curb, whichever is applicable. Existing plant materials may be incorporated into the proposed landscaping if approved by the Director of City Planning.

- b) In addition to the general landscaping requirements set forth in Chapter 17.124, a minimum of one (1) fifteen-gallon tree, or substantially equivalent landscaping consistent with city policy and as approved by the Director of City Planning, shall be provided for every twenty-five (25) feet of street frontage. On streets with sidewalks where the distance from the face of the curb to the outer edge of the sidewalk is at least six and one-half (6 ½) feet, the trees to be provided shall include street trees to the satisfaction of the Director of Parks and Recreation.

14. Assurance of Landscaping Completion.

Prior to issuance of a final inspection of the building permit

The trees, shrubs and landscape materials required by the conditions of approval attached to this project shall be planted before the certificate of occupancy will be issued; **or a bond, cash, deposit, or letter of credit, acceptable to the City**, shall be provided for the planting of the required landscaping. The amount of such **or a bond, cash, deposit, or letter of credit** shall equal the greater of two thousand five hundred dollars (\$2,500.00) or the estimated cost of the required landscaping, based on a licensed contractor's bid.

15. Landscape Requirements for Downslope Lots.

Prior to issuance of a final inspection of the building permit

On downslope lots where the height of the rear elevation of the primary Residential Facility exceeds twenty-eight (28) feet, landscaping that meets the following requirements shall be planted to screen the rear face of the building:

- a) A minimum of one (1) fifteen-gallon tree or five (5) five-gallon shrubs, or substantially equivalent landscaping as approved by the Director of City Planning, shall be provided for each fifteen (15) feet of lot width, measured at the rear face of the residence.
- b) The landscape screening shall be elected and maintained such that it is sufficient in size within five (5) years of planting to screen, at a minimum, the lower ten (10) feet of the structure.

16. Underground Utilities

Prior to issuance of a building permit

The project applicant shall submit plans for review and approval by the Building Services Division and the Public Works Agency, and other relevant agencies as appropriate, that show all new electric and telephone facilities; fire alarm conduits; street light wiring; and other wiring, conduits, and similar facilities placed underground. The new facilities shall be placed underground along the project applicant's street frontage and from the project applicant's structures to the point of service. The plans shall show all electric, telephone, water service, fire water service, cable, and fire alarm facilities installed in accordance with standard specifications of the serving utilities.

17. Improvements in the Public Right-of-Way (General)***Approved prior to the issuance of a P-job or building permit***

- a) The project applicant shall submit Public Improvement Plans to Building Services Division for adjacent public rights-of-way (ROW) showing all proposed improvements and compliance with the conditions and City requirements including but not limited to curbs, gutters, sewer laterals, storm drains, street trees, paving details, locations of transformers and other above ground utility structures, the design specifications and locations of facilities required by the East Bay Municipal Utility District (EBMUD), street lighting, on-street parking and accessibility improvements compliant with applicable standards and any other improvements or requirements for the project as provided for in this Approval. Encroachment permits shall be obtained as necessary for any applicable improvements- located within the public ROW.
- b) Review and confirmation of the street trees by the City's Tree Services Division is required as part of this condition.
- c) The Planning and Zoning Division and the Public Works Agency will review and approve designs and specifications for the improvements. Improvements shall be completed prior to the issuance of the final building permit.
- d) The Fire Services Division will review and approve fire crew and apparatus access, water supply availability and distribution to current codes and standards.

18. Improvements in the Public Right-of Way (Specific)***Approved prior to the issuance of a grading or building permit***

Final building and public improvement plans submitted to the Building Services Division shall include the following components:

- a) Install additional standard City of Oakland streetlights (**Wood Street. Improvements to Wood Street shall be required to go to the gutter on the east side of Wood Street between West Grand Avenue and 20th Street. Curb, sidewalk, ramps, streetlights and other improvements on the east side of Wood Street shall be constructed by future developers of properties fronting on the east side of Wood Street.**)
- b) Remove and replace any existing driveway that will not be used for access to the property with new concrete sidewalk, curb and gutter.
- c) Reconstruct drainage facility to current City standard (**Wood Street**).
- d) Provide separation between sanitary sewer and water lines to comply with current City of Oakland and Alameda Health Department standards.
- e) Construct wheelchair ramps that comply with Americans with Disability Act requirements and current City Standards and address path-of-travel within or around the proposed development such that wheelchairs access is provided at **Wood Street. Improvements to Wood Street shall be required to go to the gutter on the east side of Wood Street between West Grand Avenue and 20th Street. Curb, sidewalk, ramps, streetlights and other improvements on the east side of Wood Street shall be constructed by future developers of properties fronting on the east side of Wood Street.**
- f) Remove and replace deficient concrete sidewalk, curb and gutter within property frontage (**Wood Street**).
- g) Provide adequate fire department access and water supply, including, but not limited to currently adopted fire codes and standards. (**Wood Street**).

CONDITIONS OF APPROVAL

19. Payment for Public Improvements***Prior to issuance of a final inspection of the building permit.***

The project applicant shall pay for and install public improvements made necessary by the project including damage caused by construction activity. The applicant shall replace all street paving and sidewalk that will be damaged or compromised by construction activities.

The proposed sewer discharge of 33,380 gallon per day submitted for the project exceeded the sub-basin allocation and mitigation fee will be required. The estimated sewer mitigation fee is \$58,930 based on the Construction Cost Index (CCI) of June 2014 (10899.59). This fee will be adjusted using CCI when the actual date of paying the final approval of the building permit. The applicant will be responsible to calculate the capacity of local sewer main (where the lateral discharge to the sewer main) by assuming that the main pipe is flowing at 30% full.

20. Compliance Matrix***Prior to issuance of a demolition, grading, or building permit***

The project applicant shall submit to the Planning and Zoning Division and the Building Services Division a **Conditions/ Mitigation Measures** compliance matrix that lists each condition of approval **and/or mitigation measure**, the City agency or division responsible for review, and how/when the project applicant has met or intends to meet the conditions **and/or mitigations**. The applicant will sign the Conditions of Approval attached to the approval letter and submit that with the compliance matrix for review and approval. The compliance matrix shall be organized per step in the plancheck/construction process unless another format is acceptable to the Planning and Zoning Division and the Building Services Division. The project applicant shall update the compliance matrix and provide it with each item submittal.

21. Construction Management Plan***Prior to issuance of a demolition, grading, or building permit***

The project applicant shall submit to the Planning and Zoning Division and the Building Services Division for review and approval a construction management plan that identifies the conditions of approval **and mitigation measures** related to construction impacts of the project and explains how the project applicant will comply with these construction-related conditions of approval **and mitigation measures**.

22. Parking and Transportation Demand Management***Prior to issuance of a final inspection of the building permit.***

The applicant shall submit for review and approval by the Planning and Zoning Division a Transportation Demand Management (TDM) plan containing strategies to reduce on-site parking demand and single occupancy vehicle travel. The applicant shall implement the approved TDM plan. The TDM shall include strategies to increase bicycle, pedestrian, transit, and carpools/vanpool use. All four modes of travel shall be considered. Strategies to consider include the following:

- a) Inclusion of additional bicycle parking, shower, and locker facilities that exceed the requirement
- b) Construction of bike lanes per the Bicycle Master Plan; Priority Bikeway Projects
- c) Signage and striping onsite to encourage bike safety
- d) Installation of safety elements per the Pedestrian Master Plan (such as cross walk striping, curb ramps, count down signals, bulb outs, etc.) to encourage convenient crossing at arterials
- e) Installation of amenities such as lighting, street trees, trash receptacles per the Pedestrian Master Plan and any applicable streetscape plan.
- f) Direct transit sales or subsidized transit passes
- g) Guaranteed ride home program
- h) Pre-tax commuter benefits (checks)
- i) On-site car-sharing program (such as City Car Share, Zip Car, etc.)
- j) On-site carpooling program
- k) Distribution of information concerning alternative transportation options
- l) Parking spaces sold/leased separately
- m) Parking management strategies; including attendant/valet parking and shared parking spaces

23. Construction-Related Air Pollution Controls (Dust and Equipment Emissions)

Ongoing throughout demolition, grading, and/or construction

During construction, the project applicant shall require the construction contractor to implement all of the following applicable measures recommended by the Bay Area Air Quality Management District (BAAQMD):

- a) Water all exposed surfaces of active construction areas at least twice daily (using reclaimed water if possible). Watering should be sufficient to prevent airborne dust from leaving the site. Increased watering frequency may be necessary whenever wind speeds exceed 15 miles per hour. Reclaimed water should be used whenever possible.
- b) Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two feet of freeboard (i.e., the minimum required space between the top of the load and the top of the trailer).
- c) All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
- d) Pave all roadways, driveways, sidewalks, etc. as soon as feasible. In addition, building pads should be laid as soon as possible after grading unless seeding or soil binders are used.
- e) Enclose, cover, water twice daily or apply (non-toxic) soil stabilizers to exposed stockpiles (dirt, sand, etc.).
- f) Limit vehicle speeds on unpaved roads to 15 miles per hour.
- g) Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five minutes (as required by the California Air Resources Board).

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toxics control measure Title 13, Section 2485, of the California Code of Regulations. Clear signage to this effect shall be provided for construction workers at all access points.

- h) All construction equipment shall be maintained and properly tuned in accordance with the manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
- i) Post a publicly visible sign that includes the contractor's name and telephone number to contact regarding dust complaints. When contacted, the contractor shall respond and take corrective action within 48 hours. The telephone numbers of contacts at the City and the BAAQMD shall also be visible. This information may be posted on other required on-site signage.
- j) All exposed surfaces shall be watered at a frequency adequate to maintain minimum soil moisture of 12 percent. Moisture content can be verified by lab samples or moisture probe.
- k) All excavation, grading, and demolition activities shall be suspended when average wind speeds exceed 20 mph.
- l) Install sandbags or other erosion control measures to prevent silt runoff to public roadways.
- m) Hydroseed or apply (non-toxic) soil stabilizers to inactive construction areas (previously graded areas inactive for one month or more).
- n) Designate a person or persons to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust offsite. Their duties shall include holidays and weekend periods when work may not be in progress.
- o) Install appropriate wind breaks (e.g., trees, fences) on the windward side(s) of actively disturbed areas of the construction site to minimize wind blown dust. Wind breaks must have a maximum 50 percent air porosity.
- p) Vegetative ground cover (e.g., fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible and watered appropriately until vegetation is established.
- q) The simultaneous occurrence of excavation, grading, and ground-disturbing construction activities on the same area at any one time shall be limited. Activities shall be phased to reduce the amount of disturbed surfaces at any one time.
- r) All trucks and equipment, including tires, shall be washed off prior to leaving the site.
- s) Site accesses to a distance of 100 feet from the paved road shall be treated with a 6 to 12 inch compacted layer of wood chips, mulch, or gravel.
- t) Minimize the idling time of diesel-powered construction equipment to two minutes.
- u) The project applicant shall develop a plan demonstrating that the off-road equipment (more than 50 horsepower) to be used in the construction project (i.e., owned, leased, and subcontractor vehicles) would achieve a project wide fleet-average 20 percent NOx reduction and 45 percent particulate matter (PM) reduction compared to the most recent California Air Resources Board (CARB) fleet average. Acceptable options for reducing emissions include the use of late model engines, low-emission diesel products, alternative

- fuels, engine retrofit technology, after-treatment products, add-on devices such as particulate filters, and/or other options as they become available.
- v) Use low VOC (i.e., ROG) coatings beyond the local requirements (i.e., BAAQMD Regulation 8, Rule 3: Architectural Coatings).
 - w) All construction equipment, diesel trucks, and generators shall be equipped with Best Available Control Technology for emission reductions of NOx and PM.
 - x) Off-road heavy diesel engines shall meet the CARB's most recent certification standard.

24. Days/Hours of Construction Operation

Ongoing throughout demolition, grading, and/or construction

The project applicant shall require construction contractors to limit standard construction activities as follows:

- a) Construction activities are limited to between 7:00 AM and 7:00 PM Monday through Friday, except that pile driving and/or other extreme noise generating activities greater than 90 dBA shall be limited to between 8:00 a.m. and 4:00 p.m. Monday through Friday.
- b) Any construction activity proposed to occur outside of the standard hours of 7:00 am to 7:00 pm Monday through Friday for special activities (such as concrete pouring which may require more continuous amounts of time) shall be evaluated on a case by case basis, with criteria including the proximity of residential uses and a consideration of resident's preferences for whether the activity is acceptable if the overall duration of construction is shortened and such construction activities shall only be allowed with the prior written authorization of the Building Services Division.
- c) Construction activity shall not occur on Saturdays, with the following possible exceptions:
 - i. Prior to the building being enclosed, requests for Saturday construction for special activities (such as concrete pouring which may require more continuous amounts of time), shall be evaluated on a case by case basis, with criteria including the proximity of residential uses and a consideration of resident's preferences for whether the activity is acceptable if the overall duration of construction is shortened. Such construction activities shall only be allowed on Saturdays with the prior written authorization of the Building Services Division.
 - ii. After the building is enclosed, requests for Saturday construction activities shall only be allowed on Saturdays with the prior written authorization of the Building Services Division, and only then within the interior of the building with the doors and windows closed.
- d) No extreme noise generating activities (greater than 90 dBA) shall be allowed on Saturdays, with no exceptions.
- e) No construction activity shall take place on Sundays or Federal holidays.
- f) Construction activities include but are not limited to: truck idling, moving equipment (including trucks, elevators, etc) or materials, deliveries, and construction meetings held on-site in a non-enclosed area.

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- g) Applicant shall use temporary power poles instead of generators where feasible.

25. Noise Control

Ongoing throughout demolition, grading, and/or construction

To reduce noise impacts due to construction, the project applicant shall require construction contractors to implement a site-specific noise reduction program, subject to the Planning and Zoning Division and the Building Services Division review and approval, which includes the following measures:

- a) Equipment and trucks used for project construction shall utilize the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures and acoustically-attenuating shields or shrouds, wherever feasible).
- b) Except as provided herein, Impact tools (e.g., jack hammers, pavement breakers, and rock drills) used for project construction shall be hydraulically or electrically powered to avoid noise associated with compressed air exhaust from pneumatically powered tools. However, where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used; this muffler can lower noise levels from the exhaust by up to about 10 dBA. External jackets on the tools themselves shall be used, if such jackets are commercially available and this could achieve a reduction of 5 dBA. Quieter procedures shall be used, such as drills rather than impact equipment, whenever such procedures are available and consistent with construction procedures.
- c) Stationary noise sources shall be located as far from adjacent receptors as possible, and they shall be muffled and enclosed within temporary sheds, incorporate insulation barriers, or use other measures as determined by the City to provide equivalent noise reduction.
- d) The noisiest phases of construction shall be limited to less than 10 days at a time. Exceptions may be allowed if the City determines an extension is necessary and all available noise reduction controls are implemented.

26. Noise Complaint Procedures

Ongoing throughout demolition, grading, and/or construction

Prior to the issuance of each building permit, along with the submission of construction documents, the project applicant shall submit to the Building Services Division a list of measures to respond to and track complaints pertaining to construction noise. These measures shall include:

- a) A procedure and phone numbers for notifying the Building Services Division staff and Oakland Police Department; (during regular construction hours and off-hours);
- b) A sign posted on-site pertaining with permitted construction days and hours and complaint procedures and who to notify in the event of a problem. The sign shall also include a listing of both the City and construction contractor's telephone numbers (during regular construction hours and off-hours);

- c) The designation of an on-site construction complaint and enforcement manager for the project;
- d) Notification of neighbors and occupants within 300 feet of the project construction area at least 30 days in advance of extreme noise generating activities about the estimated duration of the activity; and
- e) A preconstruction meeting shall be held with the job inspectors and the general contractor/on-site project manager to confirm that noise measures and practices (including construction hours, neighborhood notification, posted signs, etc.) are completed.

27. Interior Noise

Prior to issuance of a building permit and Certificate of Occupancy

If necessary to comply with the interior noise requirements of the City of Oakland's General Plan Noise Element and achieve an acceptable interior noise level, noise reduction in the form of sound-rated assemblies (i.e., windows, exterior doors, and walls), and/or other appropriate features/measures, shall be incorporated into project building design, based upon recommendations of a qualified acoustical engineer and submitted to the Building Services Division for review and approval prior to issuance of building permit. Final recommendations for sound-rated assemblies, and/or other appropriate features/measures, will depend on the specific building designs and layout of buildings on the site and shall be determined during the design phases. Written confirmation by the acoustical consultant, HVAC or HERS specialist, shall be submitted for City review and approval, prior to Certificate of Occupancy (or equivalent) that:

- (a) Quality control was exercised during construction to ensure all air-gaps and penetrations of the building shell are controlled and sealed; and
- (b) Demonstrates compliance with interior noise standards based upon performance testing of a sample unit.
- (c) Inclusion of a Statement of Disclosure Notice in the CC&R's on the lease or title to all new tenants or owners of the units acknowledging the noise generating activity and the single event noise occurrences. Potential features/measures to reduce interior noise could include, but are not limited to, the following:
 - a) Installation of an alternative form of ventilation in all units identified in the acoustical analysis as not being able to meet the interior noise requirements due to adjacency to a noise generating activity, filtration of ambient make-up air in each unit and analysis of ventilation noise if ventilation is included in the recommendations by the acoustical analysis.
 - b) Prohibition of Z-duct construction.

28. Operational Noise-General

Ongoing.

Noise levels from the activity, property, or any mechanical equipment on site shall comply with the performance standards of Section 17.120 of the Oakland Planning Code and Section 8.18 of the Oakland Municipal Code. If noise levels exceed these standards, the activity

causing the noise shall be abated until appropriate noise reduction measures have been installed and compliance verified by the Planning and Zoning Division and Building Services.

29. Construction Traffic and Parking

Prior to the issuance of a demolition, grading or building permit

The project applicant and construction contractor shall meet with appropriate City of Oakland agencies to determine traffic management strategies to reduce, to the maximum extent feasible, traffic congestion and the effects of parking demand by construction workers during construction of this project and other nearby projects that could be simultaneously under construction. The project applicant shall develop a construction management plan for review and approval by the Planning and Zoning Division, the Building Services Division, and the Transportation Services Division. The plan shall include at least the following items and requirements:

- a) A set of comprehensive traffic control measures, including scheduling of major truck trips and deliveries to avoid peak traffic hours, detour signs if required, lane closure procedures, signs, cones for drivers, and designated construction access routes.
- b) Notification procedures for adjacent property owners and public safety personnel regarding when major deliveries, detours, and lane closures will occur.
- c) Location of construction staging areas for materials, equipment, and vehicles at an approved location.
- d) A process for responding to, and tracking, complaints pertaining to construction activity, including identification of an onsite complaint manager. The manager shall determine the cause of the complaints and shall take prompt action to correct the problem. Planning and Zoning shall be informed who the Manager is prior to the issuance of the first permit issued by Building Services.
- e) Provision for accommodation of pedestrian flow.

Major Project Cases:

- f) Provision for parking management and spaces for all construction workers to ensure that construction workers do not park in on-street spaces **Wood Street and 14th Street**.
- g) Any damage to the street caused by heavy equipment, or as a result of this construction, shall be repaired, at the applicant's expense, within one week of the occurrence of the damage (or excessive wear), unless further damage/excessive wear may continue; in such case, repair shall occur prior to issuance of a final inspection of the building permit. All damage that is a threat to public health or safety shall be repaired immediately. The street shall be restored to its condition prior to the new construction as established by the City Building Inspector and/or photo documentation, at the applicant's expense, before the issuance of a Certificate of Occupancy.
- h) Any heavy equipment brought to the construction site shall be transported by truck, where feasible.
- i) No materials or equipment shall be stored on the traveled roadway at any time.

- j) Prior to construction, a portable toilet facility and a debris box shall be installed on the site, and properly maintained through project completion.
- k) All equipment shall be equipped with mufflers.
- l) Prior to the end of each work day during construction, the contractor or contractors shall pick up and properly dispose of all litter resulting from or related to the project, whether located on the property, within the public rights-of-way, or properties of adjacent or nearby neighbors.

30. Erosion and Sedimentation Control

Ongoing throughout demolition grading, and/or construction activities

The project applicant shall implement Best Management Practices (BMPs) to reduce erosion, sedimentation, and water quality impacts during construction to the maximum extent practicable. Plans demonstrating the Best Management Practices shall be submitted for review and approval by the Planning and Zoning Division and the Building Services Division. At a minimum, the project applicant shall provide filter materials deemed acceptable to the City at nearby catch basins to prevent any debris and dirt from flowing into the City's storm drain system and creeks.

31. Hazards Best Management Practices

Prior to commencement of demolition, grading, or construction

The project applicant and construction contractor shall ensure that construction of Best Management Practices (BMPs) are implemented as part of construction to minimize the potential negative effects to groundwater and soils. These shall include the following:

- a) Follow manufacture's recommendations on use, storage, and disposal of chemical products used in construction;
- b) Avoid overtopping construction equipment fuel gas tanks;
- c) During routine maintenance of construction equipment, properly contain and remove grease and oils;
- d) Properly dispose of discarded containers of fuels and other chemicals.
- e) Ensure that construction would not have a significant impact on the environment or pose a substantial health risk to construction workers and the occupants of the proposed development. Soil sampling and chemical analyses of samples shall be performed to determine the extent of potential contamination beneath all UST's, elevator shafts, clarifiers, and subsurface hydraulic lifts when on-site demolition, or construction activities would potentially affect a particular development or building.
- f) If soil, groundwater or other environmental medium with suspected contamination is encountered unexpectedly during construction activities (e.g., identified by odor or visual staining, or if any underground storage tanks, abandoned drums or other hazardous materials or wastes are encountered), the applicant shall cease work in the vicinity of the suspect material, the area shall be secured as necessary, and the applicant shall take all appropriate measures to protect human health and the environment. Appropriate measures shall include notification of regulatory agency(ies) and implementation of the actions

described in the City's Standard Conditions of Approval, as necessary, to identify the nature and extent of contamination. Work shall not resume in the area(s) affected until the measures have been implemented under the oversight of the City or regulatory agency, as appropriate.

32. Waste Reduction and Recycling

The project applicant will submit a Construction & Demolition Waste Reduction and Recycling Plan (WRRP) and an Operational Diversion Plan (ODP) for review and approval by the Public Works Agency.

Prior to issuance of demolition, grading, or building permit

Chapter 15.34 of the Oakland Municipal Code outlines requirements for reducing waste and optimizing construction and demolition (C&D) recycling. Affected projects include all new construction, renovations/alterations/modifications with construction values of \$50,000 or more (except R-3), and all demolition (including soft demo). The WRRP must specify the methods by which the development will divert C&D debris waste generated by the proposed project from landfill disposal in accordance with current City requirements. Current standards, FAQs, and forms are available at www.oaklandpw.com/Page39.aspx or in the Green Building Resource Center. After approval of the plan, the project applicant shall implement the plan.

Ongoing

The ODP will identify how the project complies with the Recycling Space Allocation Ordinance, (Chapter 17.118 of the Oakland Municipal Code), including capacity calculations, and specify the methods by which the development will meet the current diversion of solid waste generated by operation of the proposed project from landfill disposal in accordance with current City requirements. The proposed program shall be implemented and maintained for the duration of the proposed activity or facility. Changes to the plan may be re-submitted to the Environmental Services Division of the Public Works Agency for review and approval. Any incentive programs shall remain fully operational as long as residents and businesses exist at the project site.

33. Standard Conditions of Approval/Mitigation Monitoring and Reporting Program (SCAMMRP)

Ongoing

All mitigation measures identified in the ER030023 are included in the Standard Condition of Approval and Mitigation Monitoring Program (SCAMMRP) which is included in these conditions of approval and are incorporated herein by reference, as conditions of approval of the project. The Standard Conditions of Approval identified in the ER030023 are also included in the SCAMMRP, and are therefore, not repeated in these conditions of approval. To the extent that there is any inconsistency between the SCAMMRP and these conditions, the more restrictive conditions shall govern. The project sponsor (also referred to as the Developer or Applicant) shall be responsible for compliance with the recommendation in any submitted and approved technical reports, all applicable mitigation measures adopted and

with all conditions of approval set forth herein at its sole cost and expense, unless otherwise expressly provided in a specific mitigation measure or condition of approval, and subject to the review and approval of the City of Oakland. The SCAMMRP identifies the time frame and responsible party for implementation and monitoring for each mitigation measure. Overall monitoring and compliance with the mitigation measures will be the responsibility of the Planning and Zoning Division. Adoption of the SCAMMRP will constitute fulfillment of the CEQA monitoring and/or reporting requirement set forth in Section 21081.6 of CEQA. Prior to the issuance of a demolition, grading, and/or construction permit, the project sponsor shall pay the applicable mitigation and monitoring fee to the City in accordance with the City's Master Fee Schedule.

34. Pile Driving and Other Extreme Noise Generators

Ongoing throughout demolition, grading, and/or construction

To further reduce potential pier drilling, pile driving and/or other extreme noise generating construction impacts greater than 90dBA, a set of site-specific noise attenuation measures shall be completed under the supervision of a qualified acoustical consultant. Prior to commencing construction, a plan for such measures shall be submitted for review and approval by the Planning and Zoning Division and the Building Services Division to ensure that maximum feasible noise attenuation will be achieved. This plan shall be based on the final design of the project. A third-party peer review, paid for by the project applicant, may be required to assist the City in evaluating the feasibility and effectiveness of the noise reduction plan submitted by the project applicant. **The criterion for approving the plan shall be a determination that maximum feasible noise attenuation will be achieved.** A special inspection deposit is required to ensure compliance with the noise reduction plan. The amount of the deposit shall be determined by the Building Official, and the deposit shall be submitted by the project applicant concurrent with submittal of the noise reduction plan. The noise reduction plan shall include, but not be limited to, an evaluation of **implementing** the following measures. These attenuation measures shall include as many of the following control strategies as **applicable to the site and construction activity**:

- a) Erect temporary plywood noise barriers around the construction site, particularly along on sites adjacent to residential buildings;
- b) Implement "quiet" pile driving technology (such as pre-drilling of piles, the use of more than one pile driver to shorten the total pile driving duration), where feasible, in consideration of geotechnical and structural requirements and conditions;
- c) Utilize noise control blankets on the building structure as the building is erected to reduce noise emission from the site;
- d) Evaluate the feasibility of noise control at the receivers by temporarily improving the noise reduction capability of adjacent buildings by the use of sound blankets for example and implement such measure if such measures are feasible and would noticeably reduce noise impacts; and

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- e) Monitor the effectiveness of noise attenuation measures by taking noise measurements.

35. Lighting Plan

Prior to the issuance of an electrical or building permit

The proposed lighting fixtures shall be adequately shielded to a point below the light bulb and reflector and that prevent unnecessary glare onto adjacent properties. Plans shall be submitted to the Planning and Zoning Division and the Electrical Services Division of the Public Works Agency for review and approval. All lighting shall be architecturally integrated into the site.

36. Asbestos Removal in Soil

Prior to issuance of a demolition, grading, or building permit

To minimize the release of naturally occurring asbestos in the soil during construction, the project applicant shall require the construction contractor to demonstrate compliance with Bay Area Air Quality Management District's (BAAQMD) Asbestos Airborne Toxic Control Measures for Construction, Grading, Quarrying and Surface Mining Operations (implementing CCR section 93105) for activities that disturb the soil, such as grading, etc.

Administrative (Prior to the start of work)

- a) Asbestos Dust Minimization Plan shall be submitted to BAAQMD and approved prior to engaging in the any construction or grading operation.
- b) The Asbestos Dust Minimization Plan provisions shall be implemented at the beginning and maintained throughout the duration of the construction or grading activity.

Dust Control Requirements

The Asbestos Dust Minimization Plan shall include one or more provisions to address the following topics:

- a) Control for traffic on on-site unpaved roads, parking lots, and staging areas shall include: limiting vehicle speed to less than 15 mph, and one or more of the following: watering every two hours of active operations or sufficiently often to keep area wetted; applying chemical dust suppressants to consistent with manufacturer's directions; maintaining gravel cover with a silt content less than 5% and asbestos content less than .25% as determined using the asbestos bulk test method; or any other measure as effective as those listed above.
- b) Control for earthmoving activities shall include one or more of the following: pre-wetting the ground to the depth of the anticipated cuts; suspending grading operations when wind speeds are high enough to result in dust emissions crossing the property line despite applicable of dust measures; application of water prior to any land clearing; or any other measure as effective.
- c) Storage piles shall be kept adequately wetted or covered with tarps when the material is not being added or removed.
- d) Storage piles must be stabilized when inactive for more than 7 days by implementing one or more of the following: adequately wetting the site, establishing and maintaining surface crusting material, chemical dust suppressant or stabilizer, covering with tarps or

vegetative cover, installation of wind barriers of 50% porosity around three sides of the pile areas, or any measure as effective.

- e) Equipment must be washed down before moving from the property onto paved roadway.

Track-out prevention and control measures shall include:

- i. Removal of visible track-out on paved public road at any location where vehicles exit the work site using wet sweeping or High Efficiency Particulate Air (HEPA) filter equipped vacuum device at least one time per day.
 - ii. Installation of one or more of the following track-out prevention devices: gravel pad, tire shaker, wheel wash system, not less than 50 feet of pavement extending from intersection with paved public road, or other measure as effective.
- f) Control for offsite-transport shall include the following: maintenance of trucks such that no spillage can occur from holes or openings in cargo compartments; loads are adequately wetted; and either covered with tarps or loaded such that the material does not touch the front, back, or sides of the cargo compartment at any point less than 6" from the top and that at no point of the load extends above the top of the cargo compartment.
- g) Post project stabilization of disturbed surfaces shall occur using one or more of the following: establishing vegetative cover; placement of at least 3" of non-asbestos-containing material, paving, or other measure deemed sufficient to prevent 10 mph winds from causing visible emissions.

Administrative (After completion of work)

- a) If required by the BAAQMD's APCO, the plan must include an air-monitoring component which shall specify the following: type of air sampling device; siting of the device; sampling of the device; sampling duration and frequency; and analytical method.
- b) The plan shall state the frequency with which the information will be reported to BAAQMD.
- c) The owner/operator shall keep maintain the following records for at least 7 years following completion of the project: results of any required air monitoring; documentation for any geologic evaluation conducted for the purposes of obtaining an exemption; and results of any bulk sampling conducted by the owner/operator to document applicability done or at the request of APCO.

37. Tree Removal During Breeding Season

Prior to issuance of a tree removal permit

To the extent feasible, removal of any tree and/or other vegetation suitable for nesting of raptors shall not occur during the breeding season of March 15 and August 15. If tree removal must occur during the breeding season, all sites shall be surveyed by a qualified biologist to verify the presence or absence of nesting raptors or other birds. Pre-removal surveys shall be conducted within 15 days prior to start of work from March 15 through May 31, and within 30 days prior to the start of work from June 1 through August 15. The pre-

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removal surveys shall be submitted to the Planning and Zoning Division and the Tree Services Division of the Public Works Agency. If the survey indicates the potential presences of nesting raptors or other birds, the biologist shall determine an appropriately sized buffer around the nest in which no work will be allowed until the young have successfully fledged. The size of the nest buffer will be determined by the biologist in consultation with the CDFG, and will be based to a large extent on the nesting species and its sensitivity to disturbance. In general, buffer sizes of 200 feet for raptors and 50 feet for other birds should suffice to prevent disturbance to birds nesting in the urban environment, but these buffers may be increased or decreased, as appropriate, depending on the bird species and the level of disturbance anticipated near the nest.

38. Tree Removal Permit

Prior to issuance of a demolition, grading, or building permit

Prior to removal of any protected trees, per the Protected Tree Ordinance, located on the project site or in the public right-of-way adjacent to the project, the project applicant must secure a tree removal permit from the Tree Division of the Public Works Agency, and abide by the conditions of that permit.

39. Tree Replacement Plantings

Prior to issuance of a final inspection of the building permit

Replacement plantings shall be required for erosion control, groundwater replenishment, visual screening and wildlife habitat, and in order to prevent excessive loss of shade, in accordance with the following criteria:

- a) No tree replacement shall be required for the removal of nonnative species, for the removal of trees which is required for the benefit of remaining trees, or where insufficient planting area exists for a mature tree of the species being considered.
- b) Replacement tree species shall consist of *Sequoia sempervirens* (Coast Redwood), *Quercus agrifolia* (Coast Live Oak), *Arbutus menziesii* (Madrone), *Aesculus californica* (California Buckeye) or *Umbellularia californica* (California Bay Laurel) or other tree species acceptable to the Tree Services Division.
- c) Replacement trees shall be at least of twenty-four (24) inch box size, unless a smaller size is recommended by the arborist, except that three fifteen (15) gallon size trees may be substituted for each twenty-four (24) inch box size tree where appropriate.
- d) Minimum planting areas must be available on site as follows:
 - i. For *Sequoia sempervirens*, three hundred fifteen square feet per tree;
 - ii. For all other species listed in #2 above, seven hundred (700) square feet per tree.
- e) In the event that replacement trees are required but cannot be planted due to site constraints, an in lieu fee as determined by the master fee schedule of the city may be substituted for required replacement plantings, with all such revenues applied toward tree planting in city parks, streets and medians.

- f) Plantings shall be installed prior to the issuance of a final inspection of the building permit, subject to seasonal constraints, and shall be maintained by the project applicant until established. The Tree Reviewer of the Tree Division of the Public Works Agency may require a landscape plan showing the replacement planting and the method of irrigation. Any replacement planting which fails to become established within one year of planting shall be replanted at the project applicant's expense.

40. Tree Protection During Construction

Prior to issuance of a demolition, grading, or building permit

Adequate protection shall be provided during the construction period for any trees which are to remain standing, including the following, plus any recommendations of an arborist:

- a) Before the start of any clearing, excavation, construction or other work on the site, every protected tree deemed to be potentially endangered by said site work shall be securely fenced off at a distance from the base of the tree to be determined by the City Tree Reviewer. Such fences shall remain in place for duration of all such work. All trees to be removed shall be clearly marked. A scheme shall be established for the removal and disposal of logs, brush, earth and other debris which will avoid injury to any protected tree.
- b) Where proposed development or other site work is to encroach upon the protected perimeter of any protected tree, special measures shall be incorporated to allow the roots to breathe and obtain water and nutrients. Any excavation, cutting, filing, or compaction of the existing ground surface within the protected perimeter shall be minimized. No change in existing ground level shall occur within a distance to be determined by the City Tree Reviewer from the base of any protected tree at any time. No burning or use of equipment with an open flame shall occur near or within the protected perimeter of any protected tree.
- c) No storage or dumping of oil, gas, chemicals, or other substances that may be harmful to trees shall occur within the distance to be determined by the Tree Reviewer from the base of any protected trees, or any other location on the site from which such substances might enter the protected perimeter. No heavy construction equipment or construction materials shall be operated or stored within a distance from the base of any protected trees to be determined by the tree reviewer. Wires, ropes, or other devices shall not be attached to any protected tree, except as needed for support of the tree. No sign, other than a tag showing the botanical classification, shall be attached to any protected tree.
- d) Periodically during construction, the leaves of protected trees shall be thoroughly sprayed with water to prevent buildup of dust and other pollution that would inhibit leaf transpiration.
- e) If any damage to a protected tree should occur during or as a result of work on the site, the project applicant shall immediately notify the Public Works Agency of such damage. If, in the professional opinion of the Tree Reviewer, such tree cannot be preserved in a healthy state, the Tree Reviewer shall require replacement of any tree removed with

another tree or trees on the same site deemed adequate by the Tree Reviewer to compensate for the loss of the tree that is removed.

- f) All debris created as a result of any tree removal work shall be removed by the project applicant from the property within two weeks of debris creation, and such debris shall be properly disposed of by the project applicant in accordance with all applicable laws, ordinances, and regulations.

41. Archaeological Resources

Ongoing throughout demolition, grading, and/or construction

- a) Pursuant to CEQA Guidelines section 15064.5 (f), "provisions for historical or unique archaeological resources accidentally discovered during construction" should be instituted. Therefore, in the event that any prehistoric or historic subsurface cultural resources are discovered during ground disturbing activities, all work within 50 feet of the resources shall be halted and the project applicant and/or lead agency shall consult with a qualified archaeologist or paleontologist to assess the significance of the find. If any find is determined to be significant, representatives of the project proponent and/or lead agency and the qualified archaeologist would meet to determine the appropriate avoidance measures or other appropriate measure, with the ultimate determination to be made by the City of Oakland. All significant cultural materials recovered shall be subject to scientific analysis, professional museum curation, and a report prepared by the qualified archaeologist according to current professional standards.
- b) In considering any suggested measure proposed by the consulting archaeologist in order to mitigate impacts to historical resources or unique archaeological resources, the project applicant shall determine whether avoidance is necessary and feasible in light of factors such as the nature of the find, project design, costs, and other considerations. If avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery) shall be instituted. Work may proceed on other parts of the project site while measure for historical resources or unique archaeological resources is carried out.
- c) Should an archaeological artifact or feature be discovered on-site during project construction, all activities within a 50-foot radius of the find would be halted until the findings can be fully investigated by a qualified archaeologist to evaluate the find and assess the significance of the find according to the CEQA definition of a historical or unique archaeological resource. If the deposit is determined to be significant, the project applicant and the qualified archaeologist shall meet to determine the appropriate avoidance measures or other appropriate measure, subject to approval by the City of Oakland, which shall assure implementation of appropriate measure measures recommended by the archaeologist. Should archaeologically-significant materials be recovered, the qualified archaeologist shall recommend appropriate analysis and treatment, and shall prepare a report on the findings for submittal to the Northwest Information Center.

42. Human Remains***Ongoing throughout demolition, grading, and/or construction***

In the event that human skeletal remains are uncovered at the project site during construction or ground-breaking activities, all work shall immediately halt and the Alameda County Coroner shall be contacted to evaluate the remains, and following the procedures and protocols pursuant to Section 15064.5 (e)(1) of the CEQA Guidelines. If the County Coroner determines that the remains are Native American, the City shall contact the California Native American Heritage Commission (NAHC), pursuant to subdivision (c) of Section 7050.5 of the Health and Safety Code, and all excavation and site preparation activities shall cease within a 50-foot radius of the find until appropriate arrangements are made. If the agencies determine that avoidance is not feasible, then an alternative plan shall be prepared with specific steps and timeframe required to resume construction activities. Monitoring, data recovery, determination of significance and avoidance measures (if applicable) shall be completed expeditiously.

43. Paleontological Resources***Ongoing throughout demolition, grading, and/or construction***

In the event of an unanticipated discovery of a paleontological resource during construction, excavations within 50 feet of the find shall be temporarily halted or diverted until the discovery is examined by a qualified paleontologist (per Society of Vertebrate Paleontology standards (SVP 1995,1996)). The qualified paleontologist shall document the discovery as needed, evaluate the potential resource, and assess the significance of the find. The paleontologist shall notify the appropriate agencies to determine procedures that would be followed before construction is allowed to resume at the location of the find. If the City determines that avoidance is not feasible, the paleontologist shall prepare an excavation plan for mitigating the effect of the project on the qualities that make the resource important, and such plan shall be implemented. The plan shall be submitted to the City for review and approval.

44. Erosion and Sedimentation Control Plan***Prior to any grading activities***

- a) The project applicant shall obtain a grading permit if required by the Oakland Grading Regulations pursuant to Section 15.04.660 of the Oakland Municipal Code. The grading permit application shall include an erosion and sedimentation control plan for review and approval by the Building Services Division. The erosion and sedimentation control plan shall include all necessary measures to be taken to prevent excessive stormwater runoff or carrying by stormwater runoff of solid materials on to lands of adjacent property owners, public streets, or to creeks as a result of conditions created by grading operations. The plan shall include, but not be limited to, such measures as short-term erosion control planting, waterproof slope covering, check dams, interceptor ditches, benches, storm drains, dissipation structures, diversion dikes, retarding berms and barriers, devices to trap, store and filter out sediment, and stormwater retention basins. Off-site work by the

project applicant may be necessary. The project applicant shall obtain permission or easements necessary for off-site work. There shall be a clear notation that the plan is subject to changes as changing conditions occur. Calculations of anticipated stormwater runoff and sediment volumes shall be included, if required by the Director of Development or designee. The plan shall specify that, after construction is complete, the project applicant shall ensure that the storm drain system shall be inspected and that the project applicant shall clear the system of any debris or sediment.

Ongoing throughout grading and construction activities

- b) The project applicant shall implement the approved erosion and sedimentation plan. No grading shall occur during the wet weather season (October 15 through April 15) unless specifically authorized in writing by the Building Services Division.

45. Vibrations Adjacent Historic Structures

Prior to issuance of a demolition, grading or building permit

The project applicant shall retain a structural engineer or other appropriate professional to determine threshold levels of vibration and cracking that could damage the 16th Street Train Station (Historic Structure) and design means and methods of construction that shall be utilized to not exceed the thresholds.

46. Radon or Vapor Intrusion from Soil or Groundwater Sources

Ongoing

The project applicant shall submit documentation to determine whether radon or vapor intrusion from the groundwater and soil is located on-site as part of the Phase I documents. The Phase I analysis shall be submitted to the Fire Prevention Bureau, Hazardous Materials Unit, for review and approval, along with a Phase II report if warranted by the Phase I report for the project site. The reports shall make recommendations for remedial action, if appropriate, and should be signed by a Registered Environmental Assessor, Professional Geologist, or Professional Engineer. Applicant shall implement the approved recommendations.

47. Fire Safety Phasing Plan

Prior to issuance of a demolition, grading, and/or construction and concurrent with any p-job submittal permit

The project applicant shall submit a separate fire safety phasing plan to the Planning and Zoning Division and Fire Services Division for their review and approval. The fire safety plan shall include all of the fire safety features incorporated into the project and the schedule for implementation of the features. Fire Services Division may require changes to the plan or may reject the plan if it does not adequately address fire hazards associated with the project as a whole or the individual phase.

48. Hazardous Materials Business Plan***Prior to issuance of a business license***

The project applicant shall submit a Hazardous Materials Business Plan for review and approval by Fire Prevention Bureau, Hazardous Materials Unit. Once approved this plan shall be kept on file with the City and will be updated as applicable. The purpose of the Hazardous Materials Business Plan is to ensure that employees are adequately trained to handle the materials and provides information to the Fire Services Division should emergency response be required. The Hazardous Materials Business Plan shall include the following:

- a) The types of hazardous materials or chemicals stored and/or used on site, such as petroleum fuel products, lubricants, solvents, and cleaning fluids.
- b) The location of such hazardous materials.
- c) An emergency response plan including employee training information
- d) A plan that describes the manner in which these materials are handled, transported and disposed.

49. Stormwater Pollution Prevention Plan (SWPPP)***Prior to and ongoing throughout demolition, grading, and/or construction activities***

The project applicant must obtain coverage under the General Construction Activity Storm Water Permit (General Construction Permit) issued by the State Water Resources Control Board (SWRCB). The project applicant must file a notice of intent (NOI) with the SWRCB. The project applicant will be required to prepare a stormwater pollution prevention plan (SWPPP) and submit the plan for review and approval by the Building Services Division. At a minimum, the SWPPP shall include a description of construction materials, practices, and equipment storage and maintenance; a list of pollutants likely to contact stormwater; site-specific erosion and sedimentation control practices; a list of provisions to eliminate or reduce discharge of materials to stormwater; Best Management Practices (BMPs), and an inspection and monitoring program. Prior to the issuance of any construction-related permits, the project applicant shall submit to the Building Services Division a copy of the SWPPP and evidence of submittal of the NOI to the SWRCB. Implementation of the SWPPP shall start with the commencement of construction and continue through the completion of the project. After construction is completed, the project applicant shall submit a notice of termination to the SWRCB.

50. Post-Construction Stormwater Management Plan***Prior to issuance of building permit (or other construction-related permit)***

The applicant shall comply with the requirements of Provision C.3 of the National Pollutant Discharge Elimination System (NPDES) permit issued to the Alameda Countywide Clean Water Program. The applicant shall submit with the application for a building permit (or other construction-related permit) a completed Construction-Permit-Phase Stormwater Supplemental Form to the Building Services Division. The project drawings submitted for

the building permit (or other construction-related permit) shall contain a stormwater management plan, for review and approval by the City, to manage stormwater run-off and to limit the discharge of pollutants in stormwater after construction of the project to the maximum extent practicable.

- a) The post-construction stormwater management plan shall include and identify the following:
 - i. All proposed impervious surface on the site;
 - ii. Anticipated directional flows of on-site stormwater runoff; and
 - iii. Site design measures to reduce the amount of impervious surface area and directly connected impervious surfaces; and
 - iv. Source control measures to limit the potential for stormwater pollution;
 - v. Stormwater treatment measures to remove pollutants from stormwater runoff; and
 - vi. Hydromodification management measures so that post-project stormwater runoff does not exceed the flow and duration of pre-project runoff, if required under the NPDES permit.
- b) The following additional information shall be submitted with the post-construction stormwater management plan:
 - i. Detailed hydraulic sizing calculations for each stormwater treatment measure proposed; and
 - ii. Pollutant removal information demonstrating that any proposed manufactured/mechanical (i.e. non-landscape-based) stormwater treatment measure, when not used in combination with a landscape-based treatment measure, is capable of removing the range of pollutants typically removed by landscape-based treatment measures and/or the range of pollutants expected to be generated by the project.

All proposed stormwater treatment measures shall incorporate appropriate planting materials for stormwater treatment (for landscape-based treatment measures) and shall be designed with considerations for vector/mosquito control. Proposed planting materials for all proposed landscape-based stormwater treatment measures shall be included on the landscape and irrigation plan for the project. The applicant is not required to include on-site stormwater treatment measures in the post-construction stormwater management plan if he or she secures approval from Planning and Zoning of a proposal that demonstrates compliance with the requirements of the City's Alternative Compliance Program.

Prior to final permit inspection

The applicant shall implement the approved stormwater management plan.

51. Maintenance Agreement for Stormwater Treatment Measures

Prior to final zoning inspection

For projects incorporating stormwater treatment measures, the applicant shall enter into the "Standard City of Oakland Stormwater Treatment Measures Maintenance Agreement," in

accordance with Provision C.3.e of the NPDES permit, which provides, in part, for the following:

- i. The applicant accepting responsibility for the adequate installation/construction, operation, maintenance, inspection, and reporting of any on-site stormwater treatment measures being incorporated into the project until the responsibility is legally transferred to another entity;
- and
- ii. Legal access to the on-site stormwater treatment measures for representatives of the City, the local vector control district, and staff of the Regional Water Quality Control Board, San Francisco Region, for the purpose of verifying the implementation, operation, and maintenance of the on-site stormwater treatment measures and to take corrective action if necessary. The agreement shall be recorded at the County Recorder's Office at the applicant's expense.

52. Regulatory Permits and Authorizations

Prior to issuance of a demolition, grading, or building permit

Prior to construction within the floodway or floodplain, the project applicant shall obtain all necessary regulatory permits and authorizations from the Alameda County Flood Control and Water Conservation District and shall comply with all conditions issued by that agency.

53. Structures within a Floodplain

Prior to issuance of a demolition, grading, or building permit

- a) The project applicant shall retain the civil engineer of record to ensure that the project's development plans and design contain finished site grades and floor elevations that are elevated above the Base Flood Elevation (BFE) if established within a 100-year flood event.
- b) The project applicant shall submit final hydrological calculations that ensure that the structure will not interfere with the flow of water or increase flooding.

54. Stormwater and Sewer

Prior to completing the final design for the project's sewer service

Confirmation of the capacity of the City's surrounding stormwater and sanitary sewer system and state of repair shall be completed by a qualified civil engineer with funding from the project applicant. The project applicant shall be responsible for the necessary stormwater and sanitary sewer infrastructure improvements to accommodate the proposed project. In addition, the applicant shall be required to pay additional fees to improve sanitary sewer infrastructure if required by the Sewer and Stormwater Division. Improvements to the existing sanitary sewer collection system shall specifically include, but are not limited to, mechanisms to control or minimize increases in infiltration/inflow to offset sanitary sewer increases associated with the proposed project. To the maximum extent practicable, the applicant will be required to implement Best Management Practices to reduce the peak stormwater runoff from the project site. Additionally, the project applicant shall be responsible for payment of the required installation or hook-up fees to the affected service providers.

55. Exposure to Air Pollution (Toxic Air Contaminants: Particulate Matter)

Prior to issuance of a demolition, grading, or building permit

A. Indoor Air Quality: In accordance with the recommendations of the California Air Resources Board (CARB) and the Bay Area Air Quality Management District, appropriate measures shall be incorporated into the project design in order to reduce the potential health risk due to exposure to diesel particulate matter to achieve an acceptable interior air quality level for sensitive receptors. The appropriate measures shall include **one** of the following methods:

- 1) The project applicant shall retain a qualified air quality consultant to prepare a health risk assessment (HRA) in accordance with the CARB and the Office of Environmental Health and Hazard Assessment requirements to determine the exposure of project residents/occupants/users to air pollutants prior to issuance of a demolition, grading, or building permit. The HRA shall be submitted to the Planning and Zoning Division for review and approval. The applicant shall implement the approved HRA recommendations, if any. If the HRA concludes that the air quality risks from nearby sources are at or below acceptable levels, then additional measures are not required.
- 2) The applicant shall implement all of the following features that have been found to reduce the air quality risk to sensitive receptors and shall be included in the project construction plans. These features shall be submitted to the Planning and Zoning Division and the Building Services Division for review and approval prior to the issuance of a demolition, grading, or building permit and shall be maintained on an ongoing basis during operation of the project.
 - a) Redesign the site layout to locate sensitive receptors as far as possible from any freeways, major roadways, or other sources of air pollution (e.g., loading docks, parking lots).
 - b) Do not locate sensitive receptors near distribution center's entry and exit points.
 - c) Incorporate tiered plantings of trees (redwood, deodar cedar, live oak, and/or oleander) to the maximum extent feasible between the sources of pollution and the sensitive receptors.
 - d) Install, operate and maintain in good working order a central heating and ventilation (HV) system or other air take system in the building, or in each individual residential unit, that meets or exceeds an efficiency standard of MERV 13. The HV system shall include the following features: Installation of a high efficiency filter and/or carbon filter to filter particulates and other chemical matter from entering the building. Either HEPA filters or ASHRAE 85% supply filters shall be used.
 - e) Retain a qualified HV consultant or HERS rater during the design phase of the project to locate the HV system based on exposure modeling from the pollutant sources.

- f) Install indoor air quality monitoring units in buildings.
- g) Project applicant shall maintain, repair and/or replace HV system on an ongoing and as needed basis or shall prepare an operation and maintenance manual for the HV system and the filter. The manual shall include the operating instructions and the maintenance and replacement schedule. This manual shall be included in the CC&Rs for residential projects and distributed to the building maintenance staff. In addition, the applicant shall prepare a separate homeowners manual. The manual shall contain the operating instructions and the maintenance and replacement schedule for the HV system and the filters.

B. Outdoor Air Quality: To the maximum extent practicable, individual and common exterior open space, including playgrounds, patios, and decks, shall either be shielded from the source of air pollution by buildings or otherwise buffered to further reduce air pollution for project occupants.

56. Air Pollution Buffering for Private Open Space

Prior to approval of Final Development Plan for each stage

To the maximum extent practicable, private (individual and common) exterior open space, including playgrounds, patios, and decks, shall either be shielded from the stationary source of air pollution by buildings or otherwise buffered to further reduce air pollution for project occupants.

57. Traffic Mitigation

Prior to issuance of a certificate of occupancy for the first unit

The project shall be required to comply with the Traffic Mitigations and Fair Share contributions to study and improved identified intersections as per the mitigation measures associated with VTPM8555 and ER03-0023 for the Wood Street project.

For VTPM8555 COA's 26, 27, and 28, the applicant would be required to pay the Fair Share contribution identified in Eric Angstadt's letter of May 29, 2009 (See Attachment D) prior to issuance of building permit.

For VTPM8555 COA 76, the applicant in collaboration with the other Wood Street Project sponsors shall re-engage discussions with AC Transit to see if service on the 26 line can be returned to 15 minute headways, and as development of the Wood Street Zoning District progresses to the north, in coordination with AC Transit, locate an additional AC Transit stop proximate to the new uses.

58. Public Improvements – Vesting Tentative Parcel map 8555

Ongoing

All public improvements shall be constructed in substantial conformance with the individual vesting tentative maps submitted by the project sponsors for each Development Area for the approval of the Wood Street Project. The project Sponsor for Development Area 8 shall

construct all public improvements to Wood Street between 20th Street and West Grand Avenue, unless development has occurred on an adjacent parcel and the public improvements are already installed. Except as otherwise provided in this condition, the improvements referred to in this condition include complete street width, curb, gutter, sidewalk, and installation of utilities in accordance with the standards of the City of Oakland to the limits shown on VTPM8555. Sidewalks on the opposite side of Wood Street Zoning District perimeter streets (i.e. outside the District) will get minor repairs only.

59. Conditions of approval associated with VTPM8555

Ongoing

All the conditions of approval associated with VTPM8555 shall apply to PLN14-262-PUDF01 unless expressly modified by those associated with PLN14-262-PUDF01 .

60. Orientation of on-street Parking

Ongoing

The proposed perpendicular street parking in adjacent to the subject site on Wood Street shall be modified and replaced with angled parking consistent with and as depicted in the plan for VTPM8555 to prevent vehicles that are backing out from blocking both travel lanes.

APPROVED BY:

City Planning Commission: _____ (date) _____ (vote)

Applicant and/or Contractor Statement

I have read and accept responsibility for the Conditions of Approval, as approved by Planning Commission action on December 3, 2014. I agree to abide by and conform to these conditions, as well as to all provisions of the Oakland Zoning Code and Municipal Code pertaining to the project.

Signature of Owner/Applicant: _____ (date)

Signature of Contractor _____ (date)

**Central Station Development Area 8
 Wood Street Zoning District Submittal Requirements Checklist
 And
 Wood Street Zoning District Development Standards Checklist**

Please find below the requirements for plan submittal within the Wood Street Zoning District (per sections 3.1 and 3.3) and where to find each of the required items within our submittal. Following this table is an outline of development standards from the Wood Street Zoning and discussion of how the proposed project complies with each.

Wood Street Zoning District Submittal Requirements Checklist

3.1 Preliminary Development Plan	
1. Streets, driveways, sidewalks, pedestrian and bike ways, and off-street parking and loading areas; including integration with surrounding uses;	Various sheets (including P2.1, A001, C-1)
2. Location and dimensions of structures;	Various sheets (including P2.1, A001, C-1)
3. Utilization of property for residential and non-residential use;	See sheet P1.2 for area tabulations
4. Estimated population;	See sheet P1.2 for unit mix
5. Reservations for public uses, including schools, parks, playgrounds, and other open spaces;	See Landscape Set, esp. L1
6. Major landscaping features, including trees protected by O.M.C. Chapter 12.36, as it may be amended;	See Landscape Set, sheets L1-L14. No protected trees (see affidavit included in application)
7. Creeks protected by O.M.C. Chapter 13.16, as it may be amended.	No creeks (see affidavit included in application)
8. Historic resources pursuant to the City's Historic Preservation Element Policy 3.8 or as defined in Section 15064.5 of Title 22 of the California Code of Regulations; and	No historic resources (see affidavit included in application)
9. Plan and elevation drawings establishing the scale, character, and relationship of buildings, streets, and open spaces, and a description of all exterior building materials.	See Plans/Elevations, sheets 2.1-2.5 and 3.1-3.3 See renderings, sheets P1.9a and P1.9b See materials list, sheet P1.6
10. A tabulation of the land use area and gross floor area to be devoted to various uses and a calculation of the average residential density per net acre and per net residential acre.	See sheet P1.2 for area tabulations
11. Preliminary Phasing Plan generally depicting projected development time frames including quantitative data, such as population, housing units, land use acreage, and other data sufficient to illustrate the	See sheet G003 for Phasing Plan

relationship between the phasing of development and the provision of public facilities and services.	
12. Preliminary public services and facilities plan including proposed location, extent and intensity of essential public facilities and services such as public and private streets and transit facilities, pedestrian access, bikeways, sanitary sewer service, water service, storm drainage structures, solid waste disposal and other utilities; and a table comparing the description to the existing location, extent, and intensity of such essential public facilities and services.	See sheets C-1, C-2, ER-1, ER-2, and SW-2
13. A public facilities financing plan.	See Public Facilities Financing Letter.
3.3 Final Development Plan	
1. The location of all public infrastructure that provides water, sewage, and drainage facilities and other utility services;	See sheets C-1, C-2, ER-1, ER-2, and SW-2
2. The location of all private infrastructure that provides gas, electric, and other utility services;	See sheets C-1, C-2, ER-1, ER-2, and SW-2
3. Detailed building plans, elevations, sections, and a description of all exterior materials;	See Plans/Elevations, sheets 2.1-2.5 and 3.1-3.3 See renderings, sheets P1.9a and P1.9b See materials list, sheet P1.6
4. Landscape plans prepared by a landscape architect;	See Landscape Set, sheets L1-L14.
5. The character and location of signs;	See Preliminary Sign Plan, Sheet G002
6. Improvement plans for all public and private streets, driveways, sidewalks, pedestrian and bike ways, and off-street parking and loading areas;	See sheets C-1, C-2, ER-1, ER-2, and SW-2
7. Grading or other earth-moving plans; and	See sheets C-1, C-2, ER-1, ER-2, and SW-2
8. The public facilities financing plan approved as part of the Preliminary Development Plan modified as necessary to reflect changed conditions or new information.	See Public Facilities Financing Letter

Wood Street Zoning District Development Standards Checklist

Wood Street Zoning Section	Applicable Standard	Proposed Project
4.0 Land Use Regulations		
4.10 Land Use Regulations	Permitted, Conditional, Limited, and Prohibited uses allowed per table 4.10-1.	<p>The proposed project includes the following uses:</p> <p>Residential Units: <u>Residential Activities</u> Permanent (P – Permitted in DA 8)</p> <p>Ground Floor Commercial Flex: Ground floor Commercial Flex may include any activities subject to table 4.10-1, but is anticipated to likely include:</p> <p><u>Commercial Activities</u> General Food Sales (P(L5) – Permitted in DA 8 but limited to no more than 3,000 sq ft and hours limited to 6am-10pm) Convenience Sales and Service (P – Permitted in DA 8) General Retail Sales (P – Permitted in DA 8) General Service (P – Permitted in DA 8) Business and Communication Service (P – Permitted in DA 8)</p> <p><u>Manufacturing Activities</u> Custom (P – Permitted in DA 8)</p>
4.20 Activity Classifications	General. No applicable standards.	
4.20 Accessory Activities	General. No applicable standards.	
4.30 Joint. Living and Working Quarters.	1. c. "Category II Work/Live Unit." A unit specifically created to be used for both nonresidential and residential activities but that emphasizes accommodating the	It is anticipated that ground floor Flex Commercial space may be converted to Work/Live units if there is inadequate demand for permitted commercial uses. Each space will be outfitted with rough plumbing that can

	<p>nonresidential activity. This type of unit only contains incidental residential accommodations, has no less than two-thirds of floor area devoted to work activities, and contains an active business. A Category II Live/Work is considered a nonresidential facility.</p> <p>2. b. Category II Work/Live Units, including New Construction and Converted facilities, are permitted in all Development Areas upon the granting of a conditional use permit pursuant to the conditional use permit procedure in Chapter 17. 134 and subject to the Conditional Use Permit Criteria listed in Section 17.1 02.190E.</p>	<p>serve anticipated commercial uses and could allow for addition of a code-compliant kitchen and bathroom, which facilities might be required by commercial uses or would be required in order for work/live conversion.</p> <p>Such conversions would be subject to application for a conditional use permit at a later date, prior to such conversion, and would be required to meet applicable conditions of the planning code and Wood Street Zoning standards for work/live:</p>
<p>5.0 Development Standards</p>		
<p>5.10 Introduction to Development Standards</p>	<p>Table 5.10-1 Regulations for Development Area 8</p>	
<p>5.20 Maximum Density (per Table 5.10-1 Regulations for Development Area 8)</p>	<p>Maximum Residential Density 1-Min. land area per dwelling unit 331.65 sf 2-Max. dwelling units per acre 131.3 DU/A 3-Max. number of units 265 Max. Area of Non-Residential Uses: 258,000 sq ft</p>	
<p>Max Area of Non-Residential Uses (per Table 5.10-1 Regulations for Development Area 8)</p>	<p>Less than 20,000 sq ft proposed</p>	
<p>5.21 Minimum Density (per Table 5.10-1 Regulations for Development Area 8)</p>	<p>Minimum Density for Residential Units: 1 unit per 1,000 sf of site area (44 DU/acre)</p>	
<p>5.22 Floor Area Ratio (per Table 5.10-1 Regulations for Development Area 8)</p>	<p>Maximum FAR: 2.947: 1</p>	
<p>5.23 Maximum Height (per Table 5.10-1 Regulations for Development Area 8)</p>	<p>Maximum Height: 90 ft</p>	
		<p>The proposed project includes 235 units (93.25 DU/A), below the maximum residential density.</p> <p>The proposed project includes 235 units (93.25 DU/A), above the minimum residential density.</p> <p>2.19 Proposed</p> <p>74' 10" proposed</p>

<p>Additional Standards for Development Area 8</p>	<p>6. A maximum height of fifty (50) feet shall apply to any portion of a structure located within fifteen (15) feet of the street setback line at Wood Street.</p>	<p>The building height is 24'4" within 15 feet of the street setback line at Wood Street.</p>
<p>5.24 Minimum Setbacks</p>	<p>Minimum Street Setbacks -Wood Street: 10 ft -12th Street: NA -Frontage Road: 0 ft -14th Street: NA -Public Access Areas: 0 ft</p>	<p>Proposed: 10 ft proposed NA > than 0 NA > than 0</p>
<p>5.30 Building Frontage</p>	<p>Minimum Interior Setbacks: 0 ft 1. For each lot, a minimum percentage of each street line or street setback line shall be occupied by building frontage as indicated below. <i>Standards for Development Area 8</i> 1. A minimum of 50% of the required building frontage at Wood Street shall contain occupied space. The remainder of the required building frontage may contain parking or other non-occupied uses.</p>	<p>Not Applicable. 444 feet of total 605.5' of Wood Street Frontage is occupied by buildings. = 73.5%</p>
	<p>2. The required building frontage, shall be located within five feet of the street line or street setback line.</p>	<p>Building frontage immediately abuts the street setback line.</p>
	<p>3. Required building frontage shall be at least one story or fifteen (15) feet in height, at least twenty (20) feet in depth and shall contain occupied space at the ground floor.</p>	<p>Building frontage is 24'4" in height. Ground floor commercial flex uses are 30' or greater in depth.</p>
	<p>4. Covered arcades, porches, gate houses and similar architectural elements that create sheltered outdoor space may be considered building frontage, provided these elements adjoin or provide access to occupied space.</p>	<p>Not Applicable.</p>
<p>5.31 Building Frontage at Corner Locations on Wood Street (Note – corner with West Grand is explicitly exempted from all standards under this section)</p>	<p>1. At corner locations on Wood Street a continuous building frontage shall be provided at the street setback line for a distance of thirty (30) feet minimum along Wood Street, and twenty (20) feet minimum along the intersecting street line.</p>	<p>At all building corners on Wood Street, a continuous building frontage greater than 30' is proposed. The frontage is continuous for at least 20' along the intersecting street line at 20th street.</p>

	<p>3. Recessed or beveled comer entries are acceptable at comer frontages.</p> <p>2. Required building frontage at corner locations shall be at least one story or fifteen (15) feet in height, at least twenty (20) feet in depth and shall contain occupied space at the ground floor.</p> <p>3. Recessed or beveled comer entries are acceptable at comer frontages.</p> <p>4. A minimum of one pedestrian entry into the building is required to be provided from either Wood Street or the intersecting street (or Public Access Area). Required entry shall be within thirty (30) feet of the corner, as measured from the intersection of the street line at Wood Street and the street line at the intersecting street.</p>	<p>At all corners on Wood Street, building frontage is 24'4" in height. Ground floor commercial flex uses at least 20' deep and typically 30' deep or more. All corners contain occupied space.</p> <p>Not Applicable.</p> <p>Pedestrian entries to ground floor commercial flex space are provided at or near (less than 30 feet) corners.</p>
5.32 Street Front Entries	<p>Exceptions</p> <p>The locations and conditions indicated below are exempt from the standards set forth in this section:</p> <p>I. Building frontage located in Development Area 8</p>	Not Applicable
5.33 Street Front Openings	<p>Applicability</p> <p>The following standards apply at all ground floor building frontage located within the Wood Street Overlay Zone.</p>	Not Applicable
5.34 Projections over the Street Line or Street Setback Line		The proposed project does not include any projections over the Street Line or Street Setback Line.
5.40 Usable Open Space for Residential Uses	<p>Minimum Usable Open Space (per DU): 50 sq ft</p> <p>2. A minimum of 30% of the required usable open space shall be group open space. The remainder of required usable open space may consist of either group or private open space, or a combination of the two.</p> <p>3. Location of group usable open space:</p> <p>a. No more than fifty percent (50%) of the required group</p>	<p>See Sheet G002.</p> <p>TOTAL REQUIRED: 50SF X 235 UNITS = 11,750 SF</p> <p>16,280 SF PROPOSED</p> <p>Group Open Space: Common Entry Plaza 2,200 sq ft Roof Deck 1,778 sq ft TOTAL: 3,978 sq ft group open space 3,978 is 34% (greater than 30%) of required 11,750 sq ft Roof Deck is 1778 sq ft out of total 3978 sq ft of group</p>

	open space shall be located on the roof of a building. 4. Private usable open space shall be adjacent to and readily accessible from the living unit served.	open space. (Less than 50%) All private usable open spaces are immediately adjacent to and accessed from unit living spaces served.
	5. Size and shape: An area of contiguous space shall be of such size and shape that a rectangle inscribed within it shall have no dimension less than the dimensions show a in the following table: a. Private usable open space: 5 ft b. Group usable open space: 10 feet	See Sheet G002. All private open spaces have a minimum short side dimension of 5 feet. All group usable open spaces have minimum short side dimension of 10 feet.
5.41 Minimum Separation Between Opposite Walls on the Same Lot	1. The minimum separation between opposite walls on the same lot containing windows of habitable rooms shall be equal to the average height of the two opposite walls containing those windows. 4. Where any Opposite wall exceeds 50 feet in height, the maximum required separation is forty (40) feet. Required off-street Parking for Residential Uses: 1.1 per DU	The opposing walls of the two buildings have windows no closer than 40'. Opposing windows will be greater than 40' apart per sheet P2.1.
5.50 Required Off-Street Parking (per Table 5.10-1 Regulations for Development Area 8) (per Table 5.50-1)	Required on-Street Parking for non-Residential Uses	Phase 1: 125 units X 1.1 = 138 required 138 proposed (1.1:1) Phase 1+2: 235 units X 1.1 = 259 required 239 proposed (1.02:1) Each individual use is not expected to exceed 3,000 sq ft. As a result, technically, the requirement for each use is 0. However, considering all ground floor commercial flex space cumulatively, 14 spaces are required. All anticipated uses fall within One space for each 1,000 square feet of floor area requirement. Per Section 5.52 Joint Use Parking, residential uses shall be allowed to utilize off-street parking serving other uses provided provisions a-d and 2 are met. All provisions are met in this case.
5.51 Dimensional Requirements for Off-Street Parking	Standards For Parking Serving Residential Uses 2. A standard parking stall size of 8'x17' may be provided for all required spaces serving residential	All parking provided in phase 1+ 2 buildout conforms to these standards.

	<p>uses.</p> <p>3. In parking garages where the layout of stalls conforms to a regular grid of structural columns, the dimensions indicated in Figure 5.51-1 shall be considered to provide the minimum allowable clearance related to the obstruction created by the structural columns.</p>	
	<p>Standards For Parking Serving Uses Other Than Residential Uses</p> <p>4. Required dimensions for parking serving activities other than residential shall be as set forth in Section 17.116 of the Planning Code.</p>	<p>Per 17.116.200 Parking space dimensions, all on-site surface parking (parking which would be utilized by non-residential uses) and parking on wood street complies with regular dimensions.</p>
	<p>Standards For Other Parking Arrangements</p> <p>5. Mechanical Parking Systems:</p> <p>a. Mechanical parking systems including vertical stacking systems are allowed subject to approval by the Building Official. The Parking Stall Dimension for such systems shall be as required for safe operation of the systems.</p> <p>6. Tandem Parking:</p> <p>a. Tandem parking is allowed provided at least one independent parking space is provided for each dwelling unit.</p>	<p>No mechanical or tandem parking provided.</p>
<p>5.52 Joint Use Parking</p>	<p>1. Residential uses shall be allowed to utilize off-street parking serving other uses, provided the following conditions are met.</p> <p>a. Joint use parking shall be located on the same lot or within three hundred (300) feet of the uses served.</p> <p>b. Joint use parking spaces are guaranteed to be available for residential use between the hours of 6:00 PM and 8:00 AM.</p> <p>c. Joint use parking shall be arranged to provide security and access at least equal to other required off-street parking.</p>	<p>All commercial spaces are anticipated to be daytime use and meet conditions 1 a through d and condition 2.</p> <p>a. spaces are located on same lot and within 300 feet of uses served.</p> <p>b. spaces will be available from 6pm to 8 am.</p> <p>c. same security will be provided for these spaces as other residential spaces.</p>

	<p>d. Joint use parking arrangements shall be included as Conditions of Approval for the development project.</p> <p>2. Joint use parking shall not account for more than thirty percent (30%) of the required off-street residential parking.</p>	<p>d. this may be included in conditions of approval</p> <p>2. joint use spaces = 14 of total 239 provided = 5.8%</p>
5.53 Curb Cuts	<p>1. The maximum total allowable width of an individual curb cut is twenty-four (24) feet.</p> <p>2. The distance between curb cuts on public streets shall not be less than twenty-four (24) feet.</p>	<p>Curb cut is 26' wide as this is the required solid surface width dictated by fire department requirements. There is only one curb cut for vehicular traffic.</p>
5.54 Off-Street Loading Requirements	<p>1. Designated loading zones shall be provided at Public Access Areas subject to approval by the Planning Official.</p> <p>2. There is no requirement for off-street loading areas other than those provided at Public Access Areas.</p>	<p>Per municipal code section 17.116, Loading requirements for 10,000-24,999 sq ft non-residential require 1 loading birth, which is provided on Wood Street, as indicated on sheets including C-1 on Wood Street in the center of the site. The indicated loading space is longer than the longest minimum required loading birth dimensions for any use as outlined in section 17.116.220</p>
5.60 Location and Screening of Surface Parking	<p>1. Surface parking areas containing more than four stalls are not allowed less than twenty (20) feet from a street line or street setback line.</p>	<p>Surface parking in Phase 1 + 2 condition is located behind the buildings, not less than 100 feet from the street line.</p>
Phase I only condition	<p>4b. Surface parking in the Frontage Road Overlay Zone shall be screened as indicated in item 1b above.</p> <p>Exceptions</p> <p>The locations and conditions indicated below are exempt from the standards set forth in this section:</p> <p>1. Facilities located adjacent to elevated roadways</p> <p>General Standards</p> <p>1. For every eight (8) parking spaces, a minimum of one tree shall be provided.</p> <p>2. All required trees shall be 15 gal. minimum size at time of planting and shall be provided with an automatic irrigation system.</p> <p>3. Tree wells shall be a minimum of 9 square feet in an</p>	<p>Surface parking in Phase 1 + 2 condition is screened behind the buildings.</p> <p>Phase I only surface parking is not subject to these requirements.</p>
5.61 Shade Trees at Surface Parking Areas		<p>In Phase 1 + 2 condition, surface parking along western boundary of site will have 11 trees clustered at center, and additional trees will be distributed along the western site boundary.</p> <p>In Phase 1 only temporary condition, street trees will be planted along Wood Street, however no trees will be</p>

	<p>area, measured to the inside face of curb or paving.</p> <p>4. Required trees shall be located within the parking area and shall be distributed evenly. See Figure 5.61-1</p> <p>5. All required trees shall be protected from vehicular traffic by a curb, bollard or metal tree guard.</p> <p>6. Trees may be omitted where a covered structure is provided at parking stalls.</p>	<p>planted in temporary parking area as it would not be practical to plant according to these guidelines then relocate them in subsequent years.</p>
5.62 Location and Screening of Tuck-under Parking	<p>Exceptions</p> <p>The locations and conditions indicated below are exempt from the standards set forth in this section:</p> <ol style="list-style-type: none"> Existing Buildings Adjacent to elevated roadways 	<p>No tuck under parking. Not applicable.</p>
5.63 Location & Screening of Parking Garages	<p>Exceptions</p> <p>The locations and conditions indicated below are exempt from the standards set forth in this section:</p> <ol style="list-style-type: none"> Parking garages developed within the shell of existing buildings Parking garages adjacent to elevated roadways 	<p>The structured parking provided under Phase II building is adjacent to elevated roadways on two sides.</p>
5.70 Limitations on Signs	<ol style="list-style-type: none"> All signage shall be subject to the standards set forth in Planning Code Section 17.104.010 General Limitations On Signs in Residential and Open Space Zones except as otherwise provided in the following standards. The display area and number of signs shall conform to the limitations set forth in Table 5.70-1, Summary of Signs Standards. For activities with frontage exceeding seventy-five (75) feet on two or more public streets or Public Access Areas, the allowable aggregate display area and allowable number of signs may be doubled. Billboards and other free standing commercial signs are not allowed. 	<p>See Signage Plan, Sheet G002.</p>
5.80 16th Street Station and 16th Street Signal Tower	<p>Not applicable.</p>	<p>Not applicable.</p>

5.90 16th Street Plaza	Not applicable.	Not applicable.	Not applicable.
6.0 Design Guidelines			
6.10 Introduction to Design Guidelines	General. No applicable Standards.		General. No applicable Standards.
6.20 Architectural Character	General. No applicable Standards.	<p>1. Each development project shall by use of massing, articulation, materials and detail establish a coherent, integrated architectural character that is consistent within each development project. All built aspects of the development project shall be considered as contributing to the architectural character of the development project, including but not limited to; site structures and furnishings, exterior lighting, paving and signage.</p> <p>2. Buildings are not restricted to any specific architectural style. Within the overall scope of the Wood Street Zoning District, a variety of architectural styles are encouraged as a means of enhancing the mixed-use, urban character of the development project.</p>	Compliance subject to planning commission design review.
6.21 Pedestrian Connections	Not applicable.	<p>Exceptions</p> <p>The locations or conditions indicated below are exempt from the guidelines contained in this section:</p> <ol style="list-style-type: none"> 1. Existing buildings 2. Development Area 8 <p>General Guidelines</p> <ol style="list-style-type: none"> 1. Massing should reduce the visual scale of large development projects and to respond to specific adjoining conditions. <p>Encouraged</p> <ol style="list-style-type: none"> a. Articulation of separate building volumes. b. Building massing that emphasizes corner locations c. Building massing that emphasizes major entry points into the site 	Not applicable.
6.23 Building Massing	Not applicable.	<p>General Guidelines</p> <ol style="list-style-type: none"> 1. Massing should reduce the visual scale of large development projects and to respond to specific adjoining conditions. <p>Encouraged</p> <ol style="list-style-type: none"> a. Articulation of separate building volumes. b. Building massing that emphasizes corner locations c. Building massing that emphasizes major entry points into the site 	<p>See sheet P1.5 conceptual massing strategy.</p> <ol style="list-style-type: none"> a. Push/pull concept articulates building volumes b. Corner locations emphasized by commercial uses, building projections c. Major entry plaza "notch" is a primary feature of the massing. d. Roof line "notch"

	<p>d. Creation of a varied building silhouette by incorporating significant changes in massing at the roof lines</p>	
<p>6.24 Building Articulation</p>	<p>Exceptions The locations or conditions indicated below are exempt from the guidelines contained in this section:</p> <ol style="list-style-type: none"> 2. Building frontage on the 20th Street Public Access Area 3. Building frontage adjacent to elevated roadways 5. Commercial uses at Development Area 8 	<p>Not applicable to any project frontage</p>
<p>6.25 Parking Garages Facades</p>	<p>... guidelines apply to all parking garage facades visible from and located within sixty (60) feet of a street line or street setback line except as specified below.</p>	<p>No parking garage facades located within sixty feet of a street line.</p>
<p>6.26 Balconies</p>	<p>Where provided, balconies shall be visually integrated with the architectural character of the project and shall not be the predominant element on any facade facing the street line.</p>	<p>Balconies are visually integrated with the architectural character of the project and are not the predominant element on any facade facing the street line.</p>
<p>6.27 Awnings & Canopies</p>	<p>Storefront awnings and/or canopies are encouraged at ground level commercial locations to provide articulation to the building facade</p>	<p>Encouraged but not required, canopies and awnings are inconsistent with the architectural character of the commercial facade.</p>
<p>6.30 Windows</p>	<ol style="list-style-type: none"> 1. The proportion and subdivision of typical windows should reflect the overall proportion and character of the building. 2. Window materials, trim (if any), and detailing should be of good quality and consistent with the architectural character of the building and compatible with the other exterior materials. 3. Windows set flush with cement plaster (stucco) finish without provision of trim, projecting sills, or other perimeter detailing are discouraged 4. Glazing shall be transparent to the greatest degree practical 5. Window grills or security screens are discouraged in 	<ol style="list-style-type: none"> 1. Windows are large and in a regular pattern, reflecting the overall proportions and character of the building. 2. Window materials and trim will be of high quality and consistent with the architectural character of the building. 3. Windows will be recessed where applicable 4. Window glazing will be clear. 5. No security grills or screens.

	<p>all Development Areas, particularly at locations less than twenty (20) feet from a street line or street setback line.</p>	
6.31 Garage Doors	<p>The following guidelines apply to all garage doors visible from and located less than sixty (60) feet from a street line or street setback line...</p>	<p>Not applicable. No garage doors within 60 feet from street line.</p>
6.32 Service Access	<p>The following guidelines apply to all ground level service doors or gates visible from and located less than twenty (20) feet from a street line or street setback line...</p>	<p>Not applicable. No service doors or gates visible from or located less than twenty feet from street line. All service doors on back of building or sides facing elevated roadways, and more than 20' from street line.</p>
6.33 Underground Utility Connections	<p>All utility lines serving lots within the Wood Street Zoning District shall be underground to point of entry at building, including electrical, telephone, data and cable services.</p>	<p>All utility lines will be underground.</p>
6.34 Screening of Equipment	<p>1. All equipment located within twenty (20) feet of a street line or adjoining setback line shall be screened...</p> <p>2. Equipment located more than twenty (20) feet from a street setback line or street setback line shall be integrated into the overall building and site design.</p> <p>3. All equipment located on the roof of a building shall be screened by one of the following means...</p>	<p>1. Not applicable. No equipment anticipated within 20 feet of street line or setback line.</p> <p>2. Not applicable.</p> <p>3. Any rooftop equipment will be appropriately screened or housed within a mechanical penthouse of appropriate architectural character and quality.</p>
6.35 Mechanical Penetrations at Facades and Roofs	<p>1. The following guidelines apply to roof penetrations at buildings located less than sixty (60) feet from a street line or street setback line.</p> <p>a. Appliance vents, exhaust fans, and similar roof penetrations shall be located so as to not be visible from the street, to the greatest degree practical.</p> <p>b. Where visible from street, roof penetrations shall be aligned to present an organized appearance.</p> <p>c. All exposed metal penetrations and roof accessories shall be finished to match or blend with the roof color.</p> <p>2. Mechanical penetrations at building facades, including kitchen and dryer vents, bath exhausts and other penetrations shall be aligned horizontally and</p>	<p>1. all applicable roof penetrations will be located so as not to be visible from the street, and will be organized and finished as described to the maximum extent practicable.</p> <p>2. all applicable penetrations at building facades shall be aligned vertically and horizontally with other penetrations, openings, and architectural features to the maximum extent practicable.</p>

	vertically with other penetrations, window openings and/or other architectural features to present an organized appearance consistent with the architectural character of the building.	
6.36 Waste Handling Areas	<p>1. All waste handling areas shall either be enclosed in the structure of the building or screened by a wall or fence consistent with architectural character of the building and adequate to prevent view of trash or recycling containers from the street, public access areas, common circulation areas or group open space areas.</p> <p>2. At dwelling units to be served by individual waste bins, provide a dedicated location for bins, screened as indicated in item 1. above.</p> <p>3. Adequate lighting shall be provided at the path leading to the waste handling enclosure as well as within the enclosure.</p> <p>4. Space allocated for recycling shall be consistent with the requirements of Section 17.118 of the Planning Code.</p>	<p>1. waste handling areas will be enclosed in the structure of the building as shown in plans.</p> <p>2. not applicable</p> <p>3. adequate lighting will be provided</p> <p>4. space shall be allocated for recycling and composting consistent with code.</p>
6.40 Exterior Materials	<p>1. All exterior materials and building components shall be durable and of a high-quality.</p> <p>2. Exterior Wall Materials Encouraged: cement plaster (stucco), cement board (panels or planks); wood panels, planks; metal-corrugated panels, flat panels; stone; brick & split face block.</p> <p>3. Roofing Materials at Sloped Roofs where visible from the street (roofs of 2:12 slope or greater)</p> <p>4. Roofing Materials at flat roofs (roofs less than 2:12 slope) No limitations</p>	<p>1. Exterior materials will be durable and high quality materials.</p> <p>2. Exterior wall materials will include encouraged materials such as finished poured concrete, metal panels, cement board, cement plaster, or other similar.</p> <p>3. Not applicable.</p> <p>4. No limitations.</p>
6.41 Exterior Color	<p>1. Each project shall create a cohesive color palette that takes into consideration the finish of all exterior</p>	<p>See renderings pages p1.9A and 1.9B</p> <p>1. A cohesive color palette is proposed.</p>

	<p>elements.</p> <ol style="list-style-type: none"> 2. Projects are encouraged to employ more than one body color to articulate the form, rhythm and scale of the building. 3. Accent colors are encouraged where they enhance the architectural character of the development project. 	<ol style="list-style-type: none"> 2. the project employs multiple colors, which articulate form, rhythm and scale. 3. accent colors are used to enhance the architectural character and rhythms of the project, such as windows, balconies, and openings.
<p>6.42 Exterior Lighting</p>	<ol style="list-style-type: none"> 1. A minimum average lighting level of one foot candle shall be provided along all designated paths of travel between dwelling units, buildings and site entrances, public streets, and open spaces. 2. Exterior lighting shall be provided immediately adjacent to all entries to the site, buildings, dwelling units and commercial spaces. 3. All exterior light fixtures shall be designed and situated to avoid glare at occupied space. 4. Exterior light fixtures shall be compatible in location, design and finish with the architectural character of the development project. 5. The location and design of exterior lighting adjacent to a street or public access area shall be coordinated with lighting at the adjoining streetscape design. 6. High-pressure and low-pressure sodium lamps are not allowed due to poor color rendition. 	<p>All exterior lighting guidelines will be met in lighting design for the project.</p>
<p>6.50 Signage & Graphics</p>	<ol style="list-style-type: none"> 1. Signs shall respect the architectural elements of the buildings they identify and shall be designed as architectural elements in their own right. 2. Signs shall not obscure architectural elements such as transoms or columns. 3. All exterior signage shall be professionally designed and fabricated of high-quality durable materials. 4. The size of signs and sign letters shall be in scale and proportion to the space in which they are located. 5. The design and alignment of adjacent signs shall be 	<p>See Sheet G002 Sign Plan</p> <ol style="list-style-type: none"> 1. Vertical blade signage will respect and accentuate the architectural character of the building. 2. Blade signs will be mounted perpendicularly to not obscure architectural elements. 3. Signs will be professionally designed and fabricated of high quality durable materials. 4. size of signs and letters will be in appropriate proportion and scale to commercial facades. 5. Design and alignment of signs will be standardized to

	<p>coordinated in order to achieve an organized appearance.</p> <ol style="list-style-type: none"> 6. The following sign types are not allowed <ol style="list-style-type: none"> a. Internally lit 'cabinet' signs b. Moving signs c. Blinking or flashing signs 7. Sign lighting shall utilize spotlighting or exposed or halo-lit neon and shall not create glare for pedestrians or motorists. 	<p>achieve an organized appearance.</p> <ol style="list-style-type: none"> 6. prohibited sign types will not be used. 7. sign lighting will not create glare.
	<p>Guidelines for Projecting Signs</p> <ol style="list-style-type: none"> 1. Location of projecting signs shall be coordinated to avoid obscuring other signage. 	<p>Project sign will be located near the residential front door and will not obscure other signage.</p>
	<p>Guidelines for Freestanding Project Signs Serving Residential Uses</p> <ol style="list-style-type: none"> 1. Free standing signs shall be designed to avoid blocking vehicular or pedestrian site lines. 2. Free standing signs shall not exceed five (5) feet in height. 	<p>Residential signage will conform to these guidelines.</p>
<p>6.60 Planting Areas</p>	<p>General Guidelines</p> <ol style="list-style-type: none"> 1. Planting areas should be designed to be attractive year round through provision of a variety of textures and seasonal color. 2. Planting shall be utilized for the following purposes: <ol style="list-style-type: none"> a. to emphasize and enhance pedestrian and vehicular entries. b. to screen service areas c. to provide buffering between non-compatible site uses. d. to provide buffering between private and group usable outdoor space e. to improve appearance and usability of outdoor space. 3. Planting shall take into consideration public safety, 	<ol style="list-style-type: none"> 1. planting areas will be attractive year round and include a variety of textures and seasonal color. 2. planting is designed appropriately to enhance architecture and placemaking of public spaces. 3. landscape design and planting at both the project ground level and 20th street pocket park is designed to consider public safety and vagrancy concerns in the neighborhood and not interfere with site lines.

	<p>and shall not interfere with the site lines or movement for motorists, pedestrians, or bicyclists.</p> <p>Guidelines for Planting at Street Frontage</p> <ol style="list-style-type: none"> 1. Setback areas between the back of sidewalk and the building line shall be designed to provide the maximum amount of planted area. A minimum of 75% of the required setback areas shall be planted. 2. Planting in required street setbacks shall be designed to not exceed 36" in height to maintain sight lines for pedestrian and residents except for trees limbed to provide visibility through and below the canopy. Higher planting are acceptable adjacent to buildings to provide privacy at street facing windows. 3. Trees shall be limbed to provide visibility through and below the canopy. 4. Where no street setback is required, planting areas are encouraged between the building face and the back of sidewalk to soften and enhance the street frontage. 	<p>1. an active occupied commercial street frontage is anticipated and will not be planted at ground level, however 100% of the building elevation will be planted at the podium level with plants that will overhang the podium ledge creating a green frontage above windows and active frontage.</p> <ol style="list-style-type: none"> 2. Not applicable per #1 above. 3. Street trees will be appropriately maintained. 4. Not applicable, per #1 above.
	<p>Pot Sizes</p> <ol style="list-style-type: none"> 1. Soil depth in pots should not be less than 18 inches. 	<p>Not applicable. No pots anticipated.</p>
	<p>Selection of Plant Materials</p> <ol style="list-style-type: none"> 1. Trees, shrubs and ground covers should be selected primarily from drought tolerant native or Mediterranean species. 2. Selection of plant materials should take into account solar orientation, building shadow and soil characteristics to ensure sustained growth. 3. Trees should be a mix of deciduous and evergreen, and should be selected on the basis of hardiness and ease of maintenance. 4. Plant sizes should meet the following minimum sizes at the time of planting <ol style="list-style-type: none"> a. Deciduous Shade Trees: 2 inch caliper 	<p>Plant selection indicated in sheets L9-L14 reflects these guidelines.</p>

	<ul style="list-style-type: none"> b. Ornamental trees: 1.5 inch caliper c. Evergreen trees: 2 inch caliper d. Multi-stem ornamental trees: 6-8 feet in height e. Shrubs: 5 gallon container f. Vines: 1 gallon container g. Ground cover and perennials: 2- J/4 inch pots 	
	<p>Irrigation</p> <ul style="list-style-type: none"> 1. All planting areas should be provided with an automatic irrigation system that meets the following criteria <ul style="list-style-type: none"> a. Utilization of bubblers, drip systems, and other water efficient strategies b. Provision of sufficient coverage to all landscape areas c. Minimum overspray on non-planted areas. d. Easily maintained. 	<p>An efficient irrigation system will be designed and constructed consistent with these requirements.</p>
	<p>Maintenance of Planted Areas</p> <ul style="list-style-type: none"> 1. All landscape areas shall be maintained in conformance with standards set forth in Section 17.124.020 of the Planning Code. 	<p>Landscaped areas will be properly maintained in accordance with the referenced section by project property management or contractors.</p>

Central Station Development Area 8 Public Facilities Financing Letter

As part of development of Wood Street Development Area 8, we anticipate that our construction scope would include the following public facilities:

- Wood Street public right-of-way improvements including sidewalk, curb, gutter,
- Utility undergrounding, and other necessary utility connections to serve the project
- Private drive around the project to provide driveway access and emergency vehicle access
- 20th Street Pocket Park

Holliday Development has over 25 years of successful infill mixed-use development experience in the San Francisco Bay Area and beyond. The firm currently has two apartment projects under construction: one in San Francisco and one in Emeryville. As part of both projects as well as in many prior projects, Holliday is constructing a number of public improvements similar to those required as part of development of Central Station Development Area 8, including public plaza and green spaces, fire access roads and EVA easements, utility undergrounding and sidewalk/curb/gutter as well as public roadway improvements. We typically integrate these costs into our project proforma and finance them as part of project construction financing.

Based on our successful track record of development in the Bay Area, we enjoy strong capital relationships for both debt and equity to finance our projects. Our equity relationships range from small to large and include local and national institutional investors and small family and high net worth individual investors who are eager to provide equity financing for our projects. For construction and long-term debt we have long-term relationships with regional and national banks including Mechanics Bank, Citibank, Bank of America, and others who compete for our business on each project. These debt and equity sources will finance the public improvements as part of the project costs.

Central Station Land LLC
1201 Pine Street #151
Oakland CA 94607

Maurice Brenyah-Addow
City of Oakland
Bureau of Planning
250 Frank H. Ogawa, Suite 2114
Oakland CA 94612

RE: Development Area 8 – Parking and Transportation Demand Management

Dear Maurice,

Please find the following review of our transportation and parking strategies for Development Area 8 at Central Station. Development Area 8 is being designed to maximize a multi-modal approach, with a particularly emphasis on bike friendly and bike-oriented development. This is because of our passion for supporting alternative modes of transit, because it speaks to the behavioral patterns of our target demographic, and because this location is so central to all forms of transit and infrastructure. To that end, we are implementing the following strategies to insure that our proposed parking more than satisfies the requirements of our tenants:

Inclusion of Additional Bicycle Parking and Locker Facilities

We are required to provide 59 long term bike parking spaces in the building. We have instead provided 280 bicycle parking spaces, exceeding the requirement by over 221 spaces.

We are required to provide 12 short term bicycle parking spaces, and we are proposing 80 short term spaces, exceeding the requirement by 68 spaces.

In total we are providing 289 spaces above and beyond the city's requirements.

If we apply the Automobile Parking Credit of 5% of our off-street parking, that accounts for 13 automobile parking spaces and only requires counting 78 of our added bike parking spaces.

Additionally, we will be providing a bike work stations and lockers to accommodate bike maintenance, repair, and storage for easy day to day use and bicycle commuters.

Construction of Bike Lanes or Bikeway Projects

We are proposing to coordinate access directly from our building onto the new bike lane cantilevering off West Grand, providing access directly into downtown Oakland, to AC Transit into San Francisco, or across the Bay Bridge to Treasure Island. This pathway is considered a Class 2 Primary Bikeway per the Bike Master Plan. At a minimum, this location will have immediate access to this bike network even if there is not direct access into the building itself onto the cantilevered portion.

ATTACHMENT C

Installation of amenities such as lighting, street trees, trash receptacles per the Pedestrian Master Plan and any applicable streetscape plan.

We are designing and constructing the 20th Street Pocket Park, in addition to providing new lighting, street trees, and much needed infrastructure along Wood Street.

Onsite Car-sharing Program

We commit to providing 2-3 Car Share spaces either onsite with our surface parking or on the newly provided on-street parking. This addition will greatly enhance the ability for reduced automobile parking.

Onsite Carpooling Program and Distribution of Information Concerning Alternative Transportation Options

We will facilitate an online and physical message board to encourage resident carpooling and distribution of information on alternative transportation options. In our building in Development Area 2, this has proven highly successful in promoting carpooling between residents.

Parking spaces sold/lease separately

We believe that we will have ample parking as proposed, but at full build-out, we will transition our phase 2 garage to being leased separately if there is an oversubscription of parking beginning to occur. This will encourage residents to consider more alternative transit options.

Bike Share

Another unique and impactful addition to the building will be bike sharing. Upon completion of the project, we will supply 30 bicycles for open resident use to encourage more bike transit. This not only supplies bikes for those without them, but it helps address concerns for those residents that are not comfortable leaving their own bikes parked outside at a BART station, as an example.

Combined, the enhancements outlined above provide support to alternative transit that goes far beyond that of most any building in the City. Not only do we want to facilitate this proactively, but we believe it makes for the types of amenities that our residents care about and value. If the Automobile Parking Credit exceeded 5%, on bike parking alone we would more than suffice in making up for the parking differential. We have opted, however, to go far beyond just providing excess bike parking to support a culture of alternative transit. In our project in Development Area 2, we currently have empty parking spaces in the garage and are constantly making adjustments to our bike storage and work rooms to accommodate more bicycles. Our strategies above are based on real life experiences from our work just a few blocks down the road.



CITY OF OAKLAND

Community and Economic Development Agency, Planning & Zoning Division
250 Frank H. Ogawa Plaza, Suite 3315, Oakland, California, 94612-2032

May 29, 2009

Mr. Andy Getz
HFII, Ltd.
6450 Hollis Street
Emeryville, CA 94608

Fair Share Payments for Intersection Improvements Oakland Army Base Redevelopment Area

Dear Mr. Getz:

This letter is being sent to all property owners in the Oakland Army Base Wood Street Sub-Area, as shown on the attached map, which includes all of the Wood Street Development Project as well as three parcels to the south of the Wood Street Development Project.

When the Army Base Redevelopment Area was adopted, the Environmental Impact Report (EIR) prepared for the project identified a number of intersections that needed to be improved based on the expected amount of new traffic that would be passing through the intersections. The Mitigation Measures adopted in the EIR specified that the costs of improving these intersections would be shared among all property owners, including the Port of Oakland, the Oakland Redevelopment Agency, and the private property owners within the Sub-District. These Mitigation Measures were also adopted as part of the Wood Street Development EIR and included as Conditions of Approval 25, 26, 27 and 28 in the Wood Street Development Project.

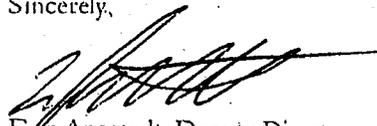
A consultant was hired by staff to calculate the fair share costs of funding these improvements. As shown in Table 2, attached, the Wood Street Sub-Area is responsible for \$162,196 of the intersection improvement costs.

Using the same method that was used for the formation of the Community Facilities District for the Wood Street Development Project, staff allocated the costs based on the number of acres for each approved parcel. Dividing the total improvement cost of \$162,196 by the total number of acres in the sub-area, 37.45, yielded a per acre cost of \$4,331. The allocation of the costs per property owner is shown in the attached table.

A property owner is required to pay this fair share cost only when a building permit is approved for **new construction** on each individual site. If no new development is proposed or approved, then the fair share cost does not need to be paid. To date, the only new project that has been completed and has paid its fair share is the Pacific Cannery Lofts.

If you have any questions about this information, please contact Marge Stanzione, Project Planner, at (510) 238-4932 or by email at mstanzione@oaklandnet.com.

Sincerely,


Eric Angstadt, Deputy Director
Community and Economic Development Agency
City of Oakland
250 Frank H. Ogawa Plaza, Suite 3315
Oakland, CA 94612-2032

ATTACHMENT D

PROPERTY OWNERS MAILING LIST
FAIR SHARE INTERSECTION IMPROVEMENTS

Wood Street Developers

Lydia Tan
BUILD West Oakland, LLC
345 Spear Street, Suite 700
San Francisco, CA 94105-1673

Ben Metcalf
Project Manager
BRIDGE Housing
345 Spear Street, Suite 700
San Francisco, CA 94105-1673

Andy Cost
Pulte Homes
Land Department-Bay Area Division
6210 Stoneridge Mall Road, 5th Floor
Pleasanton, CA 94588

Richard Holliday
Holliday Development
1500 Park Avenue, Suite 200
Emeryville, CA 94608

Andy Getz
HFH, Ltd.
6450 Hollis Street
Emeryville, CA 94608

David Truong Duong
California Waste Solutions
1820 10th Street
Oakland, CA 94607-1450

Vishav Bhushan
1755 16th Street
Oakland, CA 94607-1545

Al Auletta, Redevelopment Agency
Diana Downton, Housing
City of Oakland Redevelopment Agency
250 Frank H. Ogawa Plaza
Oakland, CA 94612

Remaining Parcels

Clyde D., Gail S. & Clar Mark Batavia
P.O. Box 217
Carnelian Bay, CA 96140-0217

State of California
P.O. Box 7444
San Francisco, CA 94120-7444

David Truong Duong
California Waste Solutions
1820 10th Street
Oakland, CA 94607-1450

Oakland Army Base Redevelopment, Sixteenth and Wood Street Sub-Area

ATTACHMENT NO. 3 C

Land Use Map

Legend

- Sixteenth & Wood Sub-Area
- Wood Street Development Project
- Freeways
- Parcels
- General Plan Landuse
- Hillside Residential
- Detached Unit Residential
- Mixed Housing Type Residential
- Urban Residential
- Neighborhood Center Mixed Use
- Community Commercial
- Housing and Business Mix
- Central Business District
- Regional Commercial
- Business Mix
- Gen Industrial/Transportation
- Institutional
- Resource Conservation Area
- Urban Open Space
- Estuary Plan Area

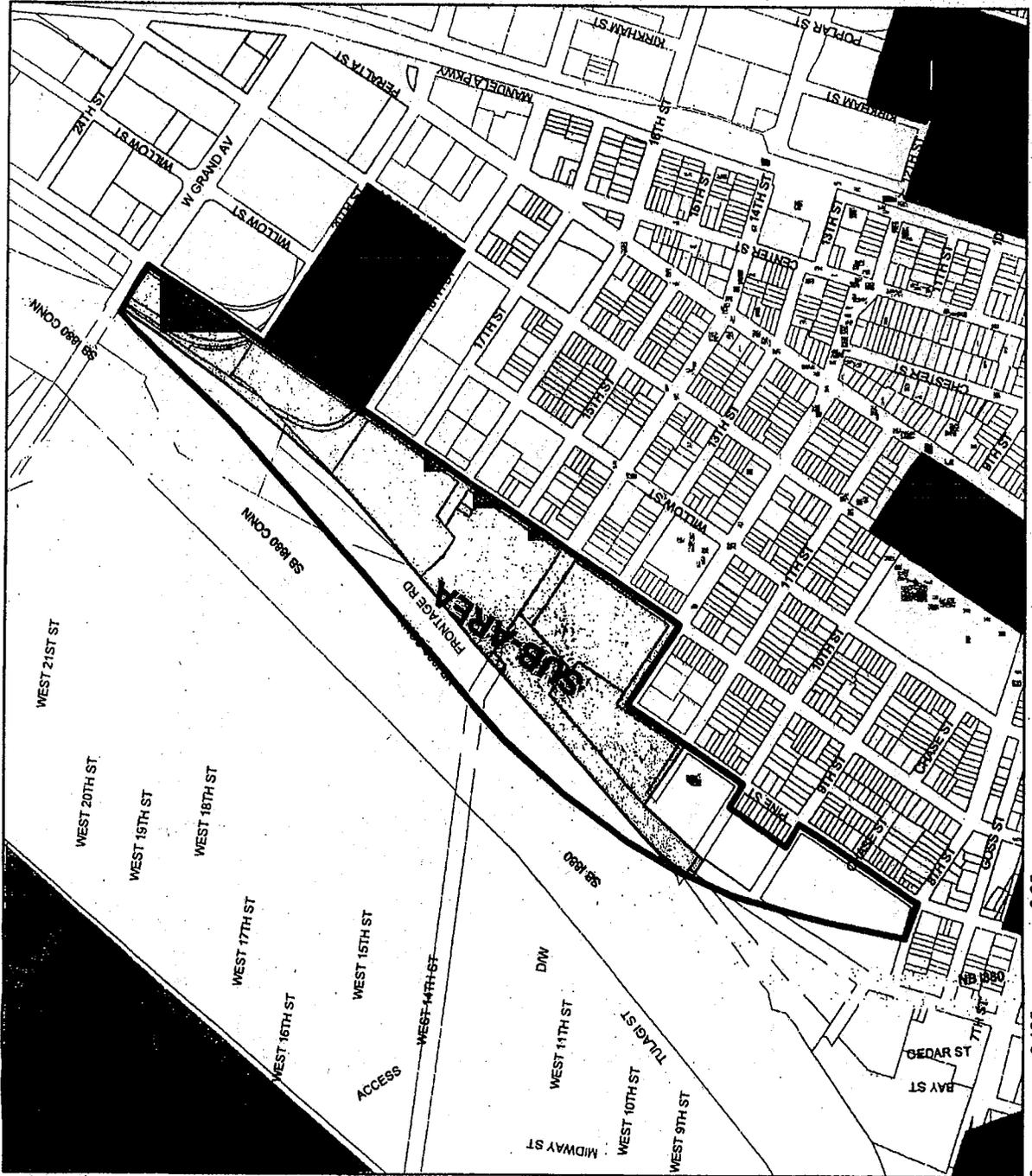


Table 2: Intersection Improvements - Fair-Share Cost Allocations (2009 with North Gateway Mixed Use)									
	Total Cost	Cost Attributable to OARB Redevelopment	Split of OARB			Split of City Share			
			Port Share	City Share	North Gateway	West Gateway	Central Gateway	East Gateway	16th/Wood
W. Grand & Maritime	\$7,554,000	100% \$7,554,000	9% \$679,860	91% \$6,874,140	26% \$1,787,276	27% \$1,856,018	41% \$2,818,397	3% \$206,224	2% \$137,483
7th Street & Maritime	\$1,600,000	100% \$1,600,000	63% \$1,008,000	37% \$592,000	29% \$171,680	14% \$82,880	54% \$319,680	3% \$17,760	0% \$0
7th Street & I-880	\$50,000	66% \$33,000	55% \$18,150	45% \$14,850	14% \$2,079	34% \$5,049	24% \$3,564	0% \$0	27% \$4,010
3rd Street & Adeline	\$150,000	65% \$97,500	100% \$97,500	0% \$0	0% \$0	0% \$0	0% \$0	0% \$0	0% \$0
3rd Street & Market	\$150,000	53% \$79,500	74% \$88,830	26% \$20,670	0% \$0	0% \$0	0% \$0	0% \$0	100% \$20,670
12th Street & Brush	\$150,000	3% \$4,500	100% \$4,500	0% \$0	0% \$0	0% \$0	0% \$0	0% \$0	0% \$0
Total	\$9,654,000	97% \$9,368,500	20% \$1,866,840	80% \$7,501,660	26% \$1,961,035	26% \$1,943,947	42% \$3,141,641	3% \$223,984	2% \$162,162
Difference from 2007:	\$0	\$4,500	\$42,900	(\$38,400)	\$907,671	\$865,717	(\$2,046,069)	\$223,984	\$10,148
Additional Intersections:									
S. Auto Mall & Maritime	\$250,000	89% \$222,500	10% \$22,250	90% \$200,250	7% \$14,018	32% \$64,080	56% \$112,140	5% \$10,013	0% \$0
Parcel I & Maritime	\$250,000	100% \$250,000	12% \$30,000	88% \$220,000	8% \$17,600	42% \$92,400	51% \$112,200	0% \$0	0% \$0
Total	\$10,154,000	97% \$9,841,000	20% \$1,919,090	80% \$7,921,910	25% \$1,992,653	27% \$2,100,427	42% \$3,365,981	3% \$233,997	2% \$162,162
Difference from 2007:	\$500,000	\$477,000	\$95,150	\$381,850	\$939,288	\$1,022,197	(\$1,821,729)	\$233,997	\$10,148

OAKLAND ARMY BASE REDEVELOPMENT AREA
FAIR SHARE CALCULATION
WOOD STREET SUB-AREA

PROPERTY OWNER	VTPM No.	No. Acres	Fair Share Cost/Acre	Share of Total Cost
Cal Waste Solutions	8551/1	0.78	\$4,331	\$3,378
BUILD	8551/2	2.52	\$4,331	\$10,914
Icehouse/Holliday	8552/1	0.94	\$4,331	\$4,071
Pacific Cannery Lofts	8552/2	2.74	\$4,331	\$11,867
14th Street Apts - BRIDGE	8551/3	1.56	\$4,331	\$6,756
Zephyr Gate - Pulte	8551/4	4.03	\$4,331	\$17,454
HFH Apts	8553/1	5.67	\$4,331	\$24,557
HFH Apts	8553/2	0.49	\$4,331	\$2,122
Bea's Hotel	8553/3	0.17	\$4,331	\$736
BUILD - Train Station Plaza	8554/1	0.75	\$4,331	\$3,248
BUILD - Train Station	8554/2	1.19	\$4,331	\$5,154
BUILD	8554/3	2.71	\$4,331	\$11,737
Oakland Redevel Agency	8555/1	2.65	\$4,331	\$11,477
Central Station LLC	8555/2	2.01	\$4,331	\$8,705
WOOD STREET DEVELOPMENT PROJECT		28.21		\$122,178
REMAINING PARCELS				
800 Cedar Street (State of CA)	006 004700100	5.49	\$4,331	\$23,777
1819 10th Street	006 004902501	1.6	\$4,331	\$6,930
1820 10th Street (Cal Waste)	006 002900302	2.15	\$4,331	\$9,312
SUB-TOTAL REMAINING		9.24		\$40,018
TOTAL		37.45	\$4,331	\$162,196

24. Recordation of Mitigation Monitoring and Reporting Program and Conditions of Approval.

Prior to issuance of first demolition, grading or building permit.

The Project Sponsor shall execute and record with the Alameda County Recorder's Office a copy of the MMRP and Conditions of Approval for the project, on a form approved by the Planning and Zoning Division. Proof of recordation shall be provided to the Planning and Zoning Division.

FAIR SHARE IMPROVEMENTS

25. West Grand Avenue/Frontage Road Intersection.

Prior to issuance of the first building permit.

The Project Sponsor shall fund, on a fair share basis, the following improvements at the intersection of West Grand Avenue/frontage road:

- Revise the northbound frontage road lanes to provide:
 - one left-turn lane
 - one combination left-through lane
 - one through lane
 - one right-turn lane with overlap signal phasing (green arrow)
- Revise the southbound I-80 East Ramp lanes to provide:
 - one left-turn lane
 - one combination left-through lane
 - one through lane
 - one right-turn lane with overlap signal phasing (green arrow)
- Revise the eastbound West Grand Avenue lanes to provide:
 - one left-turn lane
 - one through lane
 - one combination through-right lane
- Revise the westbound West Grand Avenue lanes to provide:
 - one left-turn lane
 - two through lanes
 - one right-turn lane

The estimated amount of the Project Sponsor's contribution is \$1.596 million. Final determination of the Project Sponsor's contribution shall be based on a reasonable formula of the expected growth in traffic at the intersection. This formula shall be devised at the sole and complete discretion of the City of Oakland, and final cost estimates shall include right-of-way costs and all project support costs including design and engineering, construction oversight, preparation of plans and specifications, and detailed project cost estimates. The measured

growth in traffic is based on the traffic analysis in the EIR and the City has no obligation to fund any required improvements in the future. [WS MM TR-9.1]

26. West Grand Avenue/Mandela Parkway Intersection

Prior to issuance of the first certificate of building occupancy.

The Project Sponsor shall contribute its fair share of modifications at the West Grand Avenue/Mandela Parkway intersection estimated at \$180,000 (in combination with condition of approval #27, including design and engineering, construction oversight, preparation of plans and specifications and detailed project costs estimates.) The modifications at the intersection shall include providing protected left-turn signal phasing (left-turn green arrows) for the West Grand Avenue approaches to the intersection. [WS MM TR-9.2]

27. 7th Street/Mandela Parkway Intersection.

Prior to issuance of the first certificate of building occupancy.

The Project Sponsor shall contribute its fair share of modifications at the 7th Street/Mandela Parkway intersection estimated at \$180,000 (in combination with condition of approval #26, including design and engineering, construction oversight, preparation of plans and specifications and detailed project costs estimates). The modifications at the intersection shall include adding a northbound lane on the 3rd Street extension to provide one left-turn lane, one combination through-right turn lane, and protected left-turn signal phasing (left-turn green arrows) for all four approaches to the intersection. [WS MM TR-9.3]

28. West Grand Avenue/Maritime Street and 3rd Street/Market Street Intersections.

Prior to issuance of the first certificate of building occupancy.

As part of the cumulative growth of the OARB Area Redevelopment Plan, the Project Sponsor shall pay an amount equal to its fair share, estimated at \$180,000, as determined by the OARB Area Redevelopment Plan EIR, 2002, of future improvements at West Grand Avenue/Maritime Street and 3rd Street/Market Street intersections. [WS MM TR-9.4]

29. BART Train Capacity.

Prior to issuance of the first certificate of building occupancy.

The Project Sponsor shall participate in efforts to ensure that adequate BART train capacity will be available for riders to and from the Project Area, and fund BART train capacity improvements on a fair share basis. [WS MM TR-12.1]

30. West Oakland BART Station.

Prior to issuance of the first certificate of building occupancy.

The Project Sponsor shall participate in efforts to provide adequate fare gate capacity at the West Oakland BART Station to accommodate the Project. The City and the Project Sponsor shall provide detailed information regarding development to BART to enable BART to conduct a comprehensive fare gate capacity assessment at the West Oakland BART Station. Based on the results of that assessment, the Project Sponsor shall fund its fair share for adding one or more new fare gates at the West Oakland BART Station. *[This condition will be attached to the subdivision maps for Parcels 1, 2, 3, and 4 of VTPM 8551, Parcels 1 and 2 for VTPM 8552,*

Parcels 1, 2, and 3 for VTPM 8553, Parcel 3 of VTPM 8554, and Parcels 1 and 2 of VTPM 8555 only.] [WS MM TR-8.1].

31. Cul-de-Sac or other Turn-Arounds.

Prior to approval of Final Development Plan and specifications.

The Project Sponsors shall incorporate the design of a cul-de-sac or other appropriate turn-around at the end of 11th Street and at the end of the 18th and 20th Street extensions and construct these extensions in compliance with City of Oakland Design Standards. Appropriate turn-around designs would allow vehicles to return along 11th Street and enter Wood Street in a front-end-first manner. *[This condition will be attached to the subdivision maps for Parcels 1 and 2 of VTPM 8552, Parcel 3 of VTPM 8554, and Parcels 1 and 2 of VTPM 8555 only.] [WS MM TR-4.1]*

32. Underground Utilities.

Prior to issuance of a building permit.

The Project Sponsor shall submit plans for review and approval of the Planning and Zoning Division, Building Services Division and the Public Works Agency, and other relevant agencies as appropriate. The plans shall show all new electric and telephone facilities; fire alarm conduits; street light wiring; other wiring, conduits, and similar facilities placed underground by the developer from the Project Sponsor's structures to the point of service; and all electric and telephone facilities installed in accordance with standard specifications of the serving utilities.

33. Maintenance of Land Dedicated to Public.

Prior to recordation of the Final Map.

The Project Sponsor shall enter into a Maintenance Agreement in a form acceptable to the City Attorney, which shall be made binding on all successors and assigns and which obligates the owner(s) of each parcel included in the VTPM to pay, on a fair share basis, for the City's reasonable costs of maintaining the public access areas (also referred to as pocket parks), that are located between the terminus of 14th, 16th, 18th and 20th Streets and frontage road to be offered for dedication to the City. As used herein, "fair share" means dividing the number of residential units owned by the number of residential units built within Parcels 1, 2, 3 and 4 of VTPM 8551, Parcels 1 and 2 of VTPM 8552, Parcels 1, 2 and 3 of VTPM 8553, Parcel 3 of VTPM 8554, and Parcels 1 and 2 of VTPM 8555. Concurrently with the execution of the Maintenance Agreement, the Project Sponsor shall submit security in a form acceptable to the City Attorney (e.g., set-aside letter of credit) securing this obligation for a period of five years. Although the obligation is secured for five years only, the Maintenance Agreement will require an annual payment of the fair share amount for the life of the project. This covenant shall expire as to any streets or parks that are modified to meet City standards, as determined by the Planning Director. *[This condition will be attached to the subdivision maps for Parcels 1, 2, 3 and 4 of VTPM 8551, Parcels 1 and 2 of VTPM 8552, Parcels 1, 2 and 3 of VTPM 8553, Parcel 3 of VTPM 8554, and Parcels 1 and 2 of VTPM 8555.]*

82. Public Improvements – Vesting Parcel Map 8555.

Prior to the issuance of certificate of occupancy for development on each parcel.

The Project Sponsor of Parcel 1 of VTPM No. 8555 shall construct or cause the construction of improvements to Wood Street, from 18th Street to 20th Street, (unless preceded by Parcel 2 of VTPM 8555), 18th Street (unless preceded by Parcel 3 of Map 8554), and 20th Street if needed for access. The Project Sponsor of Parcel 2 of VTPM No. 8555 shall construct or cause to be constructed public improvements to Wood Street, from 20th Street to West Grand Avenue (unless it precedes the development of Parcel 1 of VTPM 8555, in which case I shall construct Wood Street from 18th Street to West Grand Avenue), and 20th Street, if not already installed by Project Sponsor of Parcel 1.

Except as otherwise provided in this condition, the street improvements referred to in this condition include complete street width, curb, gutter, sidewalk, and installation of utilities in accordance with the standards of the City of Oakland to the limits shown on VTPM 8555. Sidewalks on the opposite side of Wood Street Zoning District perimeter streets (i.e. outside the District) will get minor repairs only.

SHARED MAINTENANCE

83. Use and Maintenance Easement.

Prior to submittal of Final Map.

The Project Sponsor shall indicate on the Final Map a Use and Maintenance Easement reserved for all parcels to ensure the continued shared maintenance of the entire plaza (Parcel 1 on VTPM No. 8554) and the planned access road across Parcel 3 of VTPM No. 8554 and Parcels 1 and 2 of VTPM No. 8555.

84. Recordation of Agreement.

Prior to submittal of Final Map.

The Project Sponsor shall ensure that a Joint Maintenance Agreement in a form acceptable to the City Attorney is executed and recorded with the Alameda County Recorder concurrent with the recordation of the Parcel Map. Said agreement shall ensure the shared maintenance of the plaza (Parcel 1 on VTPM No. 8554) and the planned access road across Parcel 3 of VTPM No. 8554 and Parcels 1 and 2 of VTPM No. 8555. A copy of this document shall be submitted for review and approval by the Planning and Zoning Division prior to its execution.

SUBDIVISIONS

85. Recordation of Legal Descriptions.

Within sixty (60) days of the effective date of this approval.

The Project Sponsor shall record a written legal description of the new configuration of the parcels at the Alameda County Offices as part of the deed for the site; and shall provide evidence of recordation to the Planning and Zoning Division within 60 days of the effective date of this approval.

ALAMEDA COUNTY CLERK-RECORDER
1106 MADISON STREET
OAKLAND, CA 94607
(510)272-6362

ISSUED TO: CITY OF OAKLAND

RECEIPT # 758932
05/18/2005 10:52:19 AM

SERVICE	PAGES	QTY	FEE
GENERAL BUS 1	1	1	875.00

=====
Total Amount Due \$875.00

CASH 880.00

=====
Total Payments: \$880.00
Change Issued: \$5.00

PATRICK O'CONNELL
CLERK RECORDER
Deputy: ADEWITT



STATE OF CALIFORNIA - THE RESOURCES AGENCY
DEPARTMENT OF FISH AND GAME
ENVIRONMENTAL FILING FEE CASH RECEIPT
DFG 753.5a (8-09)

245368

Lead Agency: City of Oakland - Community Economic Dev. Date: 05-18-2005
County / State Agency of Filing: ALACO - Clark County Recorder Document No.: 05-267
Project Title: WOOD STREET PROJECT

Project Applicant Name: CLAUDIA CARPER - City of Oakland Phone Number: 238-2229
Project Applicant Address: 250 Frank H. Ogawa Plaza, Oakland, CA 94612

Project Applicant (check appropriate box): Local Public Agency State Agency School District Other Special District
Private Entity

CHECK APPLICABLE FEES:

- Environmental Impact Report \$850.00 \$ 850.00
- Negative Declaration \$1,250.00 \$ _____
- Application Fee Water Diversion (State Water Resources Control Board Only) \$850.00 \$ _____
- Projects Subject to Certified Regulatory Programs \$850.00 \$ _____
- County Administrative Fee \$25.00 \$ 25.00
- Project that is exempt from fees

TOTAL RECEIVED \$ 875.00

Signature and title of person receiving payment: Arlinda Nicotro - Deputy Clerk

WHITE-PROJECT APPLICANT

YELLOW-DFG/FASB

PINK-LEAD AGENCY

GOLDENROD-STATE AGENCY OF FILING

MAY 18 2005

NOTICE OF DETERMINATION
California Environmental Quality Act (CEQA)

TO: Alameda County Clerk
1106 Madison Street
Oakland, CA 94612

FROM: City of Oakland
Community and Economic Development Agency
250 Frank H. Ogawa Plaza, Suite 3315
Oakland, CA 94612

PATRICK O'DONNELL, County Clerk
By *[Signature]* Deputy

State Clearinghouse
1400 Tenth Street
Box 3044
Sacramento, CA 95822

SUBJECT: Filing of Notice of Determination in compliance with Sections 21108 and 21152 of the Public Resources Code.

PROJECT TITLE: Wood Street Project	STATE CLEARINGHOUSE NO.: 2004012110
AGENCY CONTACT PERSON: Claudia Cappio, Development Director	TELEPHONE NUMBER: 510 238-2229
PROJECT LOCATION: Approximately 29.2 acres between 10 th Street to the south, West Grand Avenue to the north, Wood Street to the east, and the I-880 frontage road to the west, in the City of Oakland, County of Alameda.	
PROJECT DESCRIPTION: Collection of mixed use developments consisting of residential, live-work, retail uses, and non-retail commercial space. Uses are flexible, ranging from a residentially oriented scenario with up to 1570 units, 27,847 square feet of commercial uses, and 122,925 square feet of private open space; to a commercially oriented scenario of up to 1084 residential units, 539,626 square feet of commercial uses, and 88,350 square feet of private open space. The project proposes potential means to rehabilitate and reuse substantial portions of the historic Southern Pacific 16th Street Train Station, with a publicly-accessible plaza in front.	

This is to advise that the City of Oakland, as the Lead Agency for the above described project, has, on May 17, 2005, adopted a Resolution Denying the Appeals of Arthur D. Levy and Margaretta Lin, Sustaining the March 16, 2005 Planning Commission Actions on the Wood Street Development Project and Certifying the Final Environmental Impact Report for the Wood Street Project; a Resolution Amending the General Plan Land Use Designation of the 29.2 Wood Street Project Area, and a Resolution Approving Five Separate Vesting Tentative Parcel Maps, all to approve and implement the Wood Street project. The City made the following determinations regarding this project:

1. The project will have a significant effect on the environment.
2. An EIR was prepared and certified for this project pursuant to CEQA.
3. Mitigation measures were made a condition of approval of the project, and a Mitigation Monitoring and Reporting Program (MMRP) has been adopted.
5. A Statement of Overriding Considerations was adopted for this project.
6. Findings were made pursuant to the provisions of CEQA (14 California Code of Regulations, Section 15091).

The EIR and record of project approval may be examined at the Planning and Zoning Division of the Community and Economic Development Agency of the City of Oakland, 250 Frank H. Ogawa Plaza, Suite 3315, Oakland, CA 94612.

Signed: *[Signature]* 5/18/2005
Claudia Cappio, Community and Economic Development Director Date

Date received for filing at OPR:

***ENVIRONMENTAL DECLARATION**
(CALIF. FISH AND GAME CODE SEC. 711.4)

: FOR COURT USE ONLY

NAME AND ADDRESS OF APPLICANT OR LEAD AGENCY

LEAD AGENCY: CITY OF OAKLAND
Community and Economic Development
Agency - Planning Division
250 Frank H. Ogawa Plaza
Oakland, CA 94612

**ENDORSED
FILED**
ALAMEDA COUNTY

MAY 18 2005

PATRICK O'CONNELL, County Clerk
By *[Signature]* Deputy

APPLICANT: Various

: FILING NO. 05-267

CLERKS
USE ONLY

CLASSIFICATION OF ENVIRONMENTAL DOCUMENT:

- | | | |
|-------------------------------------|---|---------|
| <input type="checkbox"/> | A - NOTICE OF EXEMPTION/STATEMENT OF EXEMPTION
- STATUTORILY OR CATEGORICALLY EXEMPT
\$25.00 (Twenty-five Dollars) - CLERK'S FEE | PLU 117 |
| <input type="checkbox"/> | B - DE MINIMUS IMPACT - CERTIFICATE OF FEE EXEMPTION REQUIRED
\$25.00 (Twenty-five Dollars) - CLERK'S FEE | PLU 117 |
| <input type="checkbox"/> | A - NOTICE OF DETERMINATION - FEE REQUIRED
- NEGATIVE DECLARATION
\$1,250.00 (Twelve Hundred Fifty Dollars)-
STATE FILING FEE
\$25.00 (Twenty-five Dollars) - CLERK'S FEE | PLU 116 |
| <input checked="" type="checkbox"/> | B - ENVIRONMENTAL IMPACT REPORT
\$850.00 - (Eight Hundred Fifty Dollars) - STATE
FILING FEE
\$25.00 (Twenty-five Dollars) - CLERK'S FEE | PLU 115 |
| 3. <input type="checkbox"/> | OTHER (Specify) Notice of Finding of No Significant Impact
\$25.00 (Twenty-five Dollars) - CLERK'S FEE | PLU 117 |

*THIS FORM MUST BE COMPLETED AND SUBMITTED WITH ALL ENVIRONMENTAL DOCUMENTS FILED WITH THE ALAMEDA COUNTY CLERK'S OFFICE.

FOUR COPIES OF ALL NECESSARY DOCUMENTATION ARE REQUIRED FOR FILING PURPOSES.

APPLICABLE FEES MUST BE PAID AT THE TIME OF FILING AN ENVIRONMENTAL DOCUMENT WITH THE ALAMEDA COUNTY CLERK'S OFFICE.

MAKE CHECK PAYABLE TO: ALAMEDA COUNTY CLERK

f/c/r # 14-325

NOTICE OF DETERMINATION/NOTICE OF EXEMPTION
California Environmental Quality Act (CEQA)

TO: Alameda County Clerk Office of Planning and Research
1225 Fallon Street State Clearinghouse
Oakland, CA 94612 1400 10th Street, Suite 222
 Sacramento, CA 95814

DATE: January 6, 2015

FROM: City of Oakland
Bureau of Planning
250 Frank H. Ogawa Plaza, Suite 2114
Oakland, CA 94612

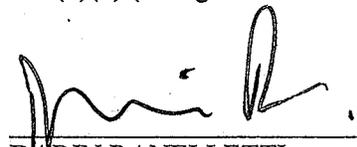
SUBJECT: Filing of Notice of Determination in compliance with Sections 21108 or 21152 of the Public Resources Code/ Notice of Exemption in compliance with Section 15061 and 15062 of the CEQA Guidelines

APPLICANT: City of Oakland

PROJECT TITLE: PLN14-262-PUDF01; 2011 – 2195 Wood Street - Development Area 8	
STATE CLEARINGHOUSE NUMBER: N/A	
CONTACT PERSON: Maurice Brenyah-Addow	TELEPHONE NUMBER: 510-238-6342
PROJECT LOCATION: 2011 – 2195 Wood Street Development Area 8 (APNs: 018-0310-003-08; 018-0310-003-09; 018-0310-003-10; 018-0310-003-11)	
PROJECT DESCRIPTION: Preliminary and Final Development Plan and Design Review for a mixed-use development involving 235 residential units and ground floor commercial spaces, and Minor Variance to allow 239 off-street parking spaces where 274 spaces are required. The granted approvals include Preliminary and Final Development Plans, Design Review and a Minor Variance.	

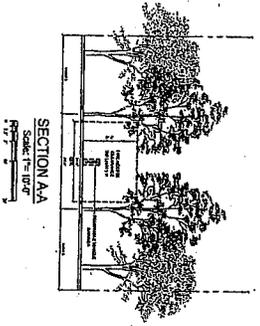
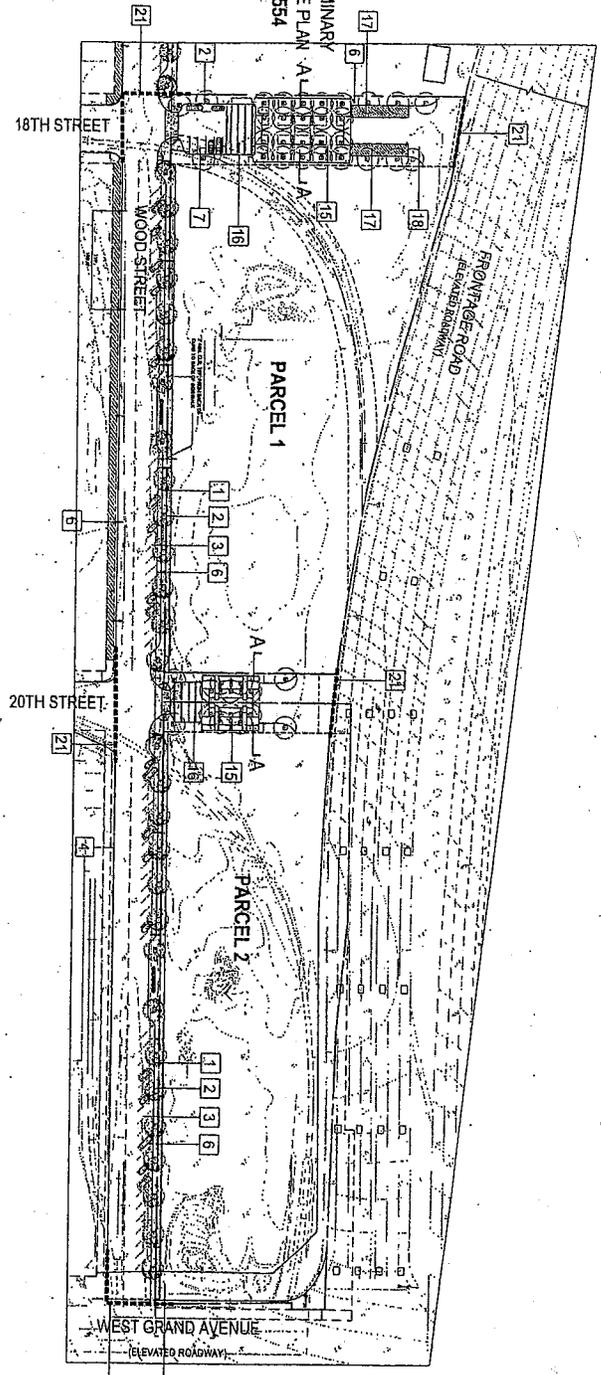
This Notice of Determination (NOD) advises that on December 3, 2014, the Oakland City Planning Commission, approved the project, as described above. Prior to the approval, the City Planning Commission independently found and determined that this action complies with California Environmental Quality Act (CEQA) because the proposal relies on the previously certified Final Environmental Impact Reports (ER03-0023) for the Wood Street Project (March 16, 2005) and the West Oakland Specific Plan (July 29, 2014). No further environmental review is required under CEQA Guidelines sections 15162 and 15163. On a separate and independent basis, this proposal is also exempt under Section 15183 (projects consistent with a community plan, general plan or zoning) and 15061(b)(3) (no significant effect on the environment) of the CEQA Guidelines.

Date: 1/6/15



DARIN RANELLETTI
Deputy Director Bureau of Planning
Planning and Building Department
Environmental Review Officer

SEE PRELIMINARY
LANDSCAPE PLAN
VTPM 8554



- KEY NOTES**
1. NEW CURB LINE
 2. NEW STREET TREES
 3. NEW SIDEWALK (INDICATED SHADING)
 4. EXISTING CURB LINE
 5. EXISTING STREET TREES (BY OTHERS)
 6. NEW STREET LIGHTS
 7. PARALLEL PARKING
 8. SIDEWALK
 9. SIDEWALK
 10. SIDEWALK
 11. SIDEWALK
 12. SIDEWALK
 13. SIDEWALK
 14. SIDEWALK
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 22. SIDEWALK

PRELIMINARY LANDSCAPE PLAN
VESTING
TENTATIVE PARCEL MAP 8555

CITY OF OAKLAND
 COUNTY OF ALABAMA
 CLAYTONVILLE

PAUL ARCHITECTS INC.
 1000 17th Street, Suite 200
 Oakland, CA 94612

SCALE: 1/8" = 1'-0"
 DATE: 10/15/2008

2

ATTACHMENT

C

WSZD Public Improvements

COA 79. Public Improvements – Vesting Parcel Map 8551			
<i>Improvement</i>	<i>Shared Improvement?</i>	<i>Cost Share Defined In Agreement?</i>	<i>Notes</i>
Project Sponsor of Parcel 1 of VTPM No. 8551 shall construct or cause the construction of improvements to the extension of 10th Street	No. 10th Street is the southern border of the WSZD. Parcel 1 is the only beneficiary of the 10th Street improvements.	No	Parcel 1 of VTPM has not been developed.
Project Sponsor of Parcel 2 shall construct or cause the construction of improvements to the portion of 14th Street accessed from the frontage road.	Yes. 14th Street improvements benefit VTPM 8551 Parcel 2, VTPM 8551 Parcel 3, VTPM 8551 Parcel 4, and VTPM 8553 Parcel 1	Yes	
Project Sponsor of Parcel 3 shall construct or cause the construction of improvements to the existing 14th Street right of way, as well as the portion accessed from the frontage road, should its development precede parcel 2 of this map or Parcel 1 of Map 8553.	Yes. 14th Street improvements benefit VTPM 8551 Parcel 2, VTPM 8551 Parcel 3, VTPM 8551 Parcel 4, and VTPM 8553 Parcel 1	Yes	Note that the responsibility for the construction of these improvements depends on the sequencing of private development activities, but that the cost sharing agreements remains in place regardless of sequencing.
Project Sponsor of Parcel 4 shall construct or cause the construction of improvements to 12th Street, Wood Street from 12th Street to 14th Street, and 14th Street should development on this parcel precede development of Parcel 2 or 3 of this map and Parcel 1 of Map 8553.	Yes. 14th Street improvements benefit VTPM 8551 Parcel 2, VTPM 8551 Parcel 3, VTPM 8551 Parcel 4, and VTPM 8553 Parcel 1 No. 12th Street improvements only benefit VTPM 8551 Parcel 4. No. Wood Street improvements from 12th to 14th only benefit VTPM 8551 Parcel 4.	Yes: 14th Street No: 12th Street No: Wood Street	Note that the responsibility for the construction of these improvements depends on the sequencing of private development activities, but that the cost sharing agreements remains in place regardless of sequencing.

COA 80. Public Improvements – Vesting Parcel Map 8553			
<i>Improvement</i>	<i>Shared Improvement?</i>	<i>Cost Share Defined In Agreement?</i>	<i>Notes</i>
The Project Sponsor of the first development project within VTPM 8553 shall construct all public improvements to 14th Street, 16th Street, and Wood Street between 14th Street and 16th Street, unless development has occurred on an adjacent parcel and the public improvements are already installed.	Yes. 14th Street improvements benefit VTPM 8551 Parcel 2, VTPM 8551 Parcel 3, VTPM 8551 Parcel 4, and VTPM 8553 Parcel 1 Yes. 16th Street improvements benefit VTPM 8553 (Parcels 1, 2, and 3) and VTPM 8554 (Parcels 1, 2, and 3). No. Wood Street improvements from 14th to 16th Street only benefit VTPM 8553.	Yes: 14th Street No: 12th Street No: Wood Street	Note that the responsibility for the construction of these improvements depends on the sequencing of private development activities, but that the cost sharing agreements remains in place regardless of sequencing.

COA 81. Public Improvements – Vesting Parcel Map 8554			
<i>Improvement</i>	<i>Shared Improvement?</i>	<i>Cost Share Defined In Agreement?</i>	<i>Notes</i>
The Project Sponsor of the first to be developed of Parcel 1, 2 or 3 of VTPM No. 8554 shall construct or cause the construction of improvements to 16th Street.	Yes. 16th Street improvements benefit VTPM 8553 (Parcels 1, 2, and 3) and VTPM 8554 (Parcels 1, 2, and 3).	Yes	Note that the responsibility for the construction of these improvements depends on the sequencing of private development activities, but that the cost sharing agreements remains in place regardless of sequencing.
The Project Sponsor of Parcel 3 shall construct or cause the construction of improvements to the 16th Street Train Station Public Plaza on Parcel 1.	Yes. The public plaza benefits VTPM 8554 Parcels 1, 2, and 3.	Yes	
The Project Sponsor of Parcel 3 shall construct or cause the construction of improvements to 18th Street.	Yes. 18th Street improvements benefit VTPM 8554 Parcel 3 and VTPM 8555 Parcel 1 (Agency Parcel)	Yes. Cost share is documented in October 31, 2008 cost share agreement with Redevelopment Agency.	
Improvements to Wood Street, between 16th and 17th Streets, will be constructed prior to the completion of Parcel 1 (plaza).	No. Wood Street improvements from 16th to 17th Street only benefit VTPM 8554 Parcel 1	No	
Wood Street between 17th and 18th Streets will be constructed when Parcel 3 is developed.	No. Wood Street improvements from 17th to 18th Street only benefit VTPM 8554 Parcel 3	No	

COA 82. Public Improvements – Vesting Parcel Map 8555			
<i>Improvement</i>	<i>Shared Improvement?</i>	<i>Cost Share Defined In Agreement?</i>	<i>Notes</i>
The Project Sponsor of Parcel 1 of VTPM No. 8555 shall construct or cause the construction of improvements to Wood Street, from 18th Street to 20th Street, (unless preceded by Parcel 2 of VTPM 8555)	No. If VTPM 8555 Parcel 1 proceeds first, the Wood Street improvements from 18th to 20th Street are constructed and paid for by VTPM 8555 Parcel 1. Yes. If VTPM 8555 Parcel 2 proceeds first, Wood Street improvements from 18th to 20th Street are constructed by VTPM 8555 Parcel 2 and paid for by VTPM 8555 Parcel 1.	No. To date, there is no cost sharing agreement for the Wood Street improvements. Yes. If VTPM 8555 Parcel 2 moves forward first, a cost sharing agreement is needed.	Cost sharing for the Wood Street improvements from 18th to West Grand is only required if VTPM 8555 Parcel 2 moves forward in advance of VTPM 855 Parcel 1.
The Project Sponsor of Parcel 1 of VTPM No. 8555 shall construct or cause the construction of 18th Street (unless preceded by Parcel 3 of Map 8554), and 20th Street if needed	Yes. 18th Street improvements benefit VTPM 8554 Parcel 3 and VTPM 8555 Parcel 1 (Agency Parcel)	Yes. Cost share is documented in October 31, 2008 cost share agreement with Redevelopment Agency.	
The Project Sponsor of Parcel 1 of VTPM No. 8555 shall construct or cause the construction of 20th Street if needed for access	Yes. 20th Street improvements benefit VTPM 8555 Parcels 1 (Agency Parcel) and 2	Yes. Cost share is documented in October 31, 2008 cost share agreement with Redevelopment Agency.	
The Project Sponsor of Parcel 2 of VTPM No. 8555 shall construct or cause to be constructed public improvements to Wood Street, from 20th Street to West Grand Avenue (unless it precedes the development of Parcel 1 of VTPM 8555, in which case 1 shall construct Wood Street from 18th Street to West Grand Avenue), and 20th Street, if not already installed by Project Sponsor of Parcel 1.	No. If VTPM 8555 Parcel 1 proceeds first, the Wood Street improvements from 18th to 20th Street are constructed and paid for by VTPM 8555 Parcel 1. Yes. If VTPM 8555 Parcel 2 proceeds first, Wood Street improvements from 18th to 20th Street are constructed by VTPM 8555 Parcel 2 and paid for by VTPM 8555 Parcel 1.	No. To date, there is no cost sharing agreement for the Wood Street improvements. Yes. If VTPM 8555 Parcel 2 moves forward first, a cost sharing agreement is needed.	Cost sharing for the Wood Street improvements from 18th to West Grand is only required if VTPM 8555 Parcel 2 moves forward in advance of VTPM 855 Parcel 1.

COST SHARING AGREEMENT

This Cost Sharing Agreement (this "**Agreement**") is entered into as of September 26, 2008 (the "**Effective Date**") by among Central Station Land LLC, a California limited liability company ("**Central Station**"); HFH Central Station Village LLC, a California limited liability company ("**HFH CENTRAL STATION**"); BUILD West Oakland, LLC, a California limited liability company ("**BUILD WEST OAKLAND**"); PCL Associates, LLC, a Delaware limited liability company ("**PCL**"); 14th Street Associates, a California limited partnership ("**14th Street Associates**"), the Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law (the "**Agency**") and Pulte Home Corporation, a Michigan corporation ("**Pulte**") (Pulte, Central Station, HFH Central Station, BUILD West Oakland, PCL, and 14th Street Associates are each individually referred to as a "**Party**" and collectively, as the "**Parties**") in the following context:

A. The Parties separately own certain parcels of land, or have entered into agreements to purchase certain parcels of land, as more particularly described in the attached Exhibit A (each parcel owned by one Party is referred to as a "**Parcel**" and, solely for the purpose of discussing the overall site, collectively called the "**Parcels**"). The Parcels are located in an approximately twenty-eight (28) acre area in Oakland, California, known as the Wood Street Zoning District (the "**District**").

B. The City of Oakland (the "**City**") approved the District to allow development of the Parcels in accordance with Oakland Municipal Ordinances # 12673 and 12674 (together, the "**Ordinance**"), the Conditions of Approval (the "**Conditions**"), and a set of Vesting Tentative Parcel Maps, VTPM 8551, VTPM 8552, VTPM 8553, VTPM 8554, and VTPM 8555 (collectively, the "**Maps**") (collectively, the Ordinance, the Conditions and the Maps are referred to as the "**Approvals**").

C. The Approvals require, among other conditions, that the Parties complete certain infrastructure improvements described in the Approvals and located (1) in the 14th Street right-of-way between Wood Street and the I-880 frontage road in the City (the "**14th Street Right-of-Way**"), as more particularly depicted in the attached Exhibit B-1 (the "**14th Street Improvements**"); (2) in the 16th Street right-of-way between Wood Street and the I-880 frontage road in the City (the "**16th Street Right-of-Way**"), as more particularly depicted in the attached Exhibit B-2 (the "**16th Street Improvements**"); and (3) in the plaza located on the corner of 16th Street and Wood Street to the east of the train station in the City (the "**Plaza**"), as more particularly depicted in the attached Exhibit B-3 (the "**Plaza Improvements**"). The 14th Street Right-of-Way, the 16th Street Right-of-Way and the Plaza are each a separate "**Locale**" and subject to separate terms and conditions in this Agreement. Collectively, the 14th Street Improvements, the 16th Street Improvements and the Plaza Improvements are referred to as the "**Improvements**."

D. The Approvals (specifically items numbered 78, 80, and 81 of the Conditions) set forth certain requirements to determine which of the Parties (identified as "**Project Sponsors**") would be responsible for the construction of each of the

Improvements. In this Agreement, the Party determined to be responsible for the construction of the Improvements at a particular Locale pursuant to the Approvals shall be referred to as the "**Managing Party**" for that particular Locale.

E. Pursuant to the Approvals, Pulte was determined to be the Managing Party for the 14th Street Improvements and has completed construction of the 14th Street Improvements and has filed Notices of Completion for the 14th Street Improvements with the City. Collectively, the 16th Street Improvements and the Plaza Improvements shall be referred to as the "**Remaining Improvements.**"

F. Each Party is developing an independent development project on its respective Parcel. The Parties are entering into this Agreement solely to facilitate a collaborative process of designing, constructing and paying for the Improvements. The Parties intend this Agreement to memorialize procedures for sharing costs in this context.

G. The Agency purchased a parcel located on the block bounded by Wood Street, Frontage Road, 18th Street, and 20th Street (the "**Agency Parcel**") on March 27, 2008. The Agency intends to initiate a public Request for Proposals ("**RFP**") with respect to the Agency Parcel, and convey the Agency Parcel or some possessory interest in the Agency Parcel for affordable housing development to the development entity chosen through the RFP process (the "**Agency Parcel Purchaser**"). As a condition of such conveyance, the Agency intends to require the Agency Parcel Purchaser to take title to the Agency Parcel subject to the obligations of this Agreement and to enter into this Agreement as a Party. The Agency and the Parties further intend that all rights and obligations under this Agreement which relate to the Agency Parcel shall be covenants running with the Agency Parcel and shall be binding upon and inure to the benefit of the Agency Parcel Purchaser or any person or entity other than Agency who succeeds to the ownership of the Agency Parcel (Agency Parcel Purchaser or any other such owner being an "**Agency Parcel Owner**"). In anticipation of such conveyance, Agency has executed, acknowledged and delivered to the Parties a Memorandum and Agreement Concerning Cost Sharing Agreement in the form attached hereto as Exhibit H) (the "**Agency Parcel Memorandum**") Any person or entity acquiring the Agency Parcel shall become a "**Party**" for all purposes of this Agreement.

In this factual context and intending to be legally bound, the Parties and the Agency agree as follows:

SECTION 1. COST SHARING

1.1 Improvement Costs.

(a) **14th Street.** Pulte, as Managing Party for the 14th Street Improvements, has coordinated and directed the work necessary to complete the 14th Street Improvements in compliance with the Approvals. Pulte has paid invoices in a timely manner, and has diligently overseen and coordinated the design and construction

of the 14th Street Improvements in a good and workmanlike manner. In accordance with the terms of this Agreement, the Parties shall pay all costs related to the design and construction of the 14th Street Improvements as set forth on the detailed invoice attached as Exhibit C-1 (the "**14th Street Improvement Costs**").

(b) **16th Street.** Once the Managing Party for the 16th Street Improvements is determined pursuant to the Approvals, the Managing Party shall, in compliance with the Approvals, construct the 16th Street Improvements or coordinate and direct work necessary to complete the 16th Street Improvements, including but not limited to, entering into contracts with various professional designers and construction companies to design and construct the 16th Street Improvements. The Managing Party for the 16th Street Improvements shall be responsible for the day-to-day management of the design and construction of the 16th Street Improvements, shall pay invoices in a timely manner, and shall diligently oversee and coordinate the design and construction of the 16th Street Improvements in a good and workmanlike manner. Subject to and in accordance with the terms of this Agreement, the Parties shall pay all costs related to the design and construction of the 16th Street Improvements (the "**16th Street Improvement Costs**"). An estimate of the 16th Street Improvement Costs is set forth on Exhibit C-2 attached hereto (the "**16th Street Estimate**").

(c) **Plaza.** Once the Managing Party for the Plaza Improvements is determined pursuant to the Approvals, the Managing Party shall, in compliance with the Approvals, construct the Plaza Improvements or coordinate and direct work necessary to complete the Plaza Improvements, including but not limited to, entering into contracts with various professional designers and construction companies to design and construct the Plaza Improvements. The Managing Party for the Plaza Improvements shall be responsible for the day-to-day management of the design and construction of the Plaza Improvements, shall pay invoices in a timely manner, and shall diligently oversee and coordinate the design and construction of the Plaza Improvements in a good and workmanlike manner. Subject to and in accordance with the terms of this Agreement, the Parties shall pay all costs related to the design and construction of the Plaza Improvements (the "**Plaza Improvement Costs**"). An estimate of the Plaza Improvement Costs is set forth on Exhibit C-3 hereto (the "**Plaza Estimate**").

Collectively, the 14th Street Improvement Costs, the 16th Street Improvement Costs, and the Plaza Improvement Costs are referred to as the "**Improvement Costs.**" The 16th Street Estimate, and the Plaza Estimate are each an "**Estimate.**"

The parties acknowledge that the Improvements Costs for the 16th Street Improvements or the Plaza Improvements may exceed the Estimate for such Locale. The Parties agree to pay their respective Percentage Shares of the Improvements Costs for the 16th Street Improvements and the Plaza Improvements up to the Maximum Pre-Approved Cost for such Locale. The "**Maximum Pre-Approved Cost**" for the 16th Street Improvements is the 16th Street Improvement Estimate as increased by the Percentage Increase in the ENR CCI (defined below). The Maximum Pre-Approved Cost for the Plaza Improvements is the Plaza Improvement Estimate as increased by the percentage increase in the ENR CCI. The "**ENR CCI**" means the Construction Cost

Index for San Francisco, California published by the Engineering News Record. If the ENR CCI ceases to exist, the parties shall select a substitute index or permitted percentage increase. If the Parties are unable to agree on such substitute, the parties shall use the Consumer Price Index Oakland-San Francisco-San Jose, all urban consumers, all items. The **"Percentage Increase"** shall be measured from the April, 2008 ENR CCI to the most current ENR CCI as of the date which is one hundred eighty (180) days prior to commencement of the 16th Street Improvements or the Plaza Improvements, as applicable. The obligation of the Parties to pay Improvement Costs in excess of the Maximum Pre-Approved Cost for Improvements for either the 16th Street Improvements or the Plaza Improvements shall be subject to the procedures set forth below.

If the Managing Party determines that the Improvement Costs for the applicable Locale will exceed the Maximum Pre-Approved Cost for such Locale, Managing Party shall notify the other Parties in writing, which notice shall include the likely schedule and cost estimate based upon at least three bona fide bids for each major trade involved in the Improvements, (a **"Increased Improvements Cost Notice"**). The cost increase shall be discussed at the next scheduled Planning Meeting, or the Managing Party or any other Party may call an Emergency Planning Meeting or Meetings to address the Increased Improvements Cost Notice. Any Party who chooses to object to the Increased Improvements Costs (an **"Objecting Party"**) must raise its objection at the Planning Meeting where the cost increase is discussed for approval. An Objecting Party may, but is not required to, notify the other Parties of its objection in writing prior to the Planning Meeting. If any Party objects to the costs set forth in the Increased Improvements Cost Notice, the parties shall confer in good faith to explore the reasons for the increase and the possibility of value engineering in order to reduce the Improvements Costs. If, after conferring with the other Parties and using commercially reasonable efforts to achieve a reduction in the Improvements Costs through value engineering or otherwise, Managing Party determines in good faith that the Improvements Costs cannot be reduced to the Maximum Pre-Approved Cost, the Managing Party shall so notify the other Parties, which notice shall set forth the projected Improvement Costs and the reasons for Managing Party's determination. If the projected Improvement Costs set forth in Managing Party's notice are not objected to by Parties holding more than 50% of the Percentage Shares of the Costs for the applicable Locale, then the Managing Party shall proceed to construct the applicable Improvements and each Party shall be obligated to pay its Percentage Share of the Improvement Costs set forth in such notice in accordance with the terms of this Agreement. If Parties holding more than 50% of the Percentage Share for the applicable Locale dispute the projected Improvement Costs set forth in Managing Party's notice, Managing Party may either submit such dispute to mediation pursuant to Section 7.2 (without the need for the meeting referred to in Section 7.1) or directly to arbitration pursuant to Section 7.3.

1.2 Allocation of Improvement Costs.

(a) **14th Street.** All 14th Street Improvement Costs shall be shared between the Parties as follows: BUILD West Oakland shall pay 27.63%, HFH Central

Station shall pay 50%, and Pulte shall pay 22.37% (each the Party's "**14th Street Percentage Share**").

(b) **16th Street.** All 16th Street Improvement Costs shall be shared between the Parties as follows: 14th Street Associates shall pay 1.13%, BUILD West Oakland shall pay 20.28%, HFH Central Station shall pay 57.94%, Central Station shall pay 9.24%, Agency Parcel Owner shall pay 6.26%, PCL shall pay 3.05%, and Pulte shall pay 2.10% (each the Party's "**16th Street Percentage Share**").

(c) **Plaza.** All Plaza Improvement Costs shall be shared between the Parties as follows: 14th Street shall pay 4.60%, BUILD West Oakland shall pay 18.06%, HFH Central Station shall pay 28.76%, Central Station shall pay 16.48%, Agency Parcel Owner shall pay 11.16%, PCL shall pay 12.41%, and Pulte shall pay 8.53% (each the Party's "**Plaza Percentage Share**").

Notwithstanding the foregoing, BUILD West Oakland shall be responsible for Pulte's obligation to pay any 16th Street Improvements Costs or Plaza Improvement Costs in excess of \$100,000.

The parties acknowledge and agree that the Percentage Shares assigned to BUILD as set forth above are entirely attributable to VTPM 8554 Parcel 3, and none of such costs are attributable to VTPM 8554 Parcels 1 or 2.

Each percentage set forth in this Section 1.2 shall be that Party's "**Percentage Share.**"

1.3 Payment Process.

(a) **14th Street.** Within two (2) business days of the Effective Date of this Agreement, each Party shall pay to Pulte by check or wire its 14th Street Percentage Share of the 14th Street Improvement Costs.

(b) 16th Street.

(i) Each Party shall pay its respective 16th Street Percentage Share of progress payments based on the percentage of work completed within thirty (30) days after billing from the Managing Party. Such billing shall be accompanied by invoices and other supporting information reasonably requested by the other parties, provided that the Managing Party shall not be required to provide a certificate of completion from an architect. The Managing Party shall not bill more frequently than once per month. Such payments may be made by electronic deposit directly into the 16th Street Account (as defined below in Section 1.3(b)(ii)) or by check payable to the 16th Street Account. From the 16th Street Account, the Managing Party for the 16th Street Improvements shall pay the 16th Street Improvement Costs invoices and costs in a timely manner to ensure that work on the 16th Street Improvements continues in a timely and efficient manner.



(ii) No less than 90 days before the proposed date for commencement of the 16th Street Improvements, the Managing Party for the 16th Street Improvements shall establish an interest bearing checking account to pay the 16th Street Improvement Costs (the "**16th Street Account**") and shall provide the Parties with the account number and financial institution information for the 16th Street Account. Costs associated with the establishment and maintenance of the 16th Street Account shall be included as a 16th Street Improvement Cost; however, penalties and fees associated with the 16th Street Account incurred by the Managing Party for the 16th Street Improvements and attributable solely to the error or negligence of the Managing Party for the 16th Street Improvements shall not be included as a 16th Street Improvement Cost.

(c) Plaza.

(i) Each Party shall pay its respective Plaza Percentage Share of progress payments based on the percentage of work completed within thirty (30) days after billing from the Managing Party. Such billing shall be accompanied by invoices and other supporting information reasonably requested by the other parties, provided that Managing Party shall not be required to provide a certificate of completion from an architect. The Managing Party shall not bill more frequently than once per month. Such payments may be made by electronic deposit directly into the Plaza Account (as defined below in Section 1.3(d)(ii)) or by check payable to the Plaza Account. Such monthly payments shall be automatically due pursuant to the Plaza Payment Schedule and no notice or request for such payment shall be required. From the Plaza Account, the Managing Party for the Plaza Improvements shall pay the Plaza Improvement Costs invoices and costs in a timely manner to ensure that work on the Plaza Improvements continues in a timely and efficient manner.

(ii) No less than 90 days before the proposed date for commencement of the Plaza Improvements, the Managing Party for the Plaza Improvements shall establish an interest bearing checking account to pay the Plaza Improvement Costs (the "**Plaza Account**") and shall provide the Parties with the account number and financial institution information for the Plaza Account. Costs associated with the establishment and maintenance of the Plaza Account shall be included as a Plaza Improvement Cost; however, penalties and fees associated with the Plaza Account incurred by the Managing Party for the Plaza Improvements and attributable solely to the error or negligence of the Managing Party for the Plaza Improvements shall not be included as a Plaza Improvement Cost.

1.4 Non-Approved Costs for Remaining Improvements.

(a) **Required Additional Work.** The Managing Party for the Improvements of a particular Locale may, pursuant to the provisions of this Section 1.4(a), propose any unforeseeable additional work or change order to any of the Improvements that is (i) required by a governmental agency, or (ii) required to complete the particular Improvements in order to receive acceptance or approval from the City

("Additional Work"). If the expected cost of the Additional Work is less than \$10,000 or if the Additional Work is considered incremental work, to be performed by an already mobilized contractor, who is on the job, and is expected to cost less than 5% of the Estimate for the Improvements of the particular Locale (**"Minor Additional Work"**), then the Managing Party proposing the Minor Additional Work shall not be required to obtain multiple bids for the Minor Additional Work but shall notify and deliver a scope of work in writing to the other Parties within two business days of commencing the Minor Additional Work. For all Additional Work that is not Minor Additional Work (**"Major Additional Work"**), the Managing Party proposing the Major Additional Work shall deliver a scope of work, the likely schedule and cost estimate based upon at least three bona fide bids for the Major Additional Work in writing to the other Parties prior to a Planning Meeting pursuant to Section 3 (a **"Major Additional Work Notice"**). Any Party who chooses to object to the contents of a Major Additional Work Notice (an **"Objecting Party"**) must raise its objection at the Planning Meeting where the Major Additional Work is discussed for approval. An Objecting Party may, but is not required to, notify the other Parties of its objection in writing prior to the Planning Meeting. At the Planning Meeting, and in accordance with the voting provisions of Section 3, the Parties are required to (1) approve the Major Additional Work, (2) approve an alternative to the Major Additional Work (**"Alternative Major Additional Work"**) or (3) agree to table the issue to the next Planning Meeting in order to gather more information regarding the proposed Major Additional Work or an alternative. All approved Major Additional Work and Alternative Major Additional Work shall be completed in accordance with the proposed and approved plans and shall be considered an Improvement Cost for the appropriate Locale and the Parties shall share the cost in accordance with their Percentage Share for that Locale. All Minor Additional Work shall be completed in accordance with the proposed plans and scope of work delivered to the Parties and shall be considered an Improvement Cost for the appropriate Locale and the Parties shall share the cost in accordance with their Percentage Share for that Locale.

(b) **Upgraded Work**. The Managing Party for the Improvements of a particular Locale, or any other Party or Parties with that Managing Party's approval, may change the Improvements for its or their own benefit (**"Upgraded Work"**) and at its or their own cost. Upgraded Work is work with changed specifications not included in the Estimate for a particular Locale which will increase the cost of the work, and which is not required as Additional Work. The Party which proposes to include a non-approved cost for Upgraded Work shall notify the other Parties in writing of the proposed Upgraded Work, including a scope of work and cost estimate, prior to a Planning Meeting pursuant to Section 3 of this Agreement. The Parties that approve the Upgraded Work at a Planning Meeting shall agree to cover the cost of the Upgraded Work in any manner mutually acceptable to them and the cost of the Upgraded Work shall be included as an Improvement Cost for the particular Locale and paid for by the approving Parties in accordance with their agreement. The Parties that do not approve of the Upgraded Work shall have no responsibility to cover its costs.

(c) **Unknown Remediation Costs**. The Parties know of no environmental or hazardous material contamination affecting the 16th Street Right-of-Way, or the Plaza. If, however, any government agency validly imposes any

requirement to remediate hazardous material contamination in any of these Locales, each Party shall share the cost of the required remediation as an Improvement Cost in accordance with its Percentage Share for the particular Locale and the Managing Party for the affected locale shall be responsible for coordinating and directing the work necessary to complete the remediation.

1.5 Step-In Rights. Subject to Force Majeure Events, as defined in Section 8.2, in the event that a Managing Party (a "**Non-Performing Managing Party**") fails to diligently design and construct or to diligently oversee and coordinate the design and construction of the Improvements at its Locale or to pay timely for invoiced work related to the Improvements at its Locale (the "**Managing Party's Obligations**") in accordance with this Agreement, then any of the other Parties may raise the issue of Non-Performing Managing Party's non-performance at a Planning Meeting pursuant to Section 3 of this Agreement. In the event the Non-Performing Managing Party fails to commence curing the non-performance by the deadline agreed upon at the Planning Meeting, any Party may, upon notice delivered to the Non-Performing Managing Party at the Planning Meeting directly following the expiration of the agreed upon timeline, elect to assume the responsibility for the Managing Party's Obligation in question. Notwithstanding anything to the contrary contained herein, if any Party assumes the Managing Party's Obligations hereunder and fails to complete the construction of the Managing Party's Obligations, then any Party, including the Non-Performing Managing Party, shall have the same rights that the other Parties have under this Agreement to step-in and complete the Managing Party's Obligations.

1.6 Additional Costs Incurred by BUILD. BUILD has incurred certain costs in connection with the salvaging of track structure pieces that were incorporated into the pocket park on 14th Street and in performing track demolition over 16th Street. The Parties have been invoiced for those costs and agree to reimburse BUILD the balance owed by such Parties for those costs concurrently with the execution and delivery of this Agreement as follows:

14th Street Associates shall pay to BUILD \$163,246.19; Central Station shall pay to BUILD \$31,031.10; HFH CENTRAL STATION shall pay to BUILD \$90,172.03; PCL shall pay to BUILD \$11,968.49; and Pulte shall pay to BUILD \$16,438.64.

SECTION 2. TERM

The term of this Agreement shall start on the Effective Date. The rights and obligations of the Parties with respect to the Improvements for each Locale shall terminate with respect to the particular Locale, and only that particular Locale, when (1) the Improvements for the particular Locale are finally completed as evidenced by final permit signoff by the City department or agency responsible for issuance of any and all permits necessary for construction of the Improvements for the particular Locale in compliance with the approvals and (2) each Party has paid all of its respective Percentage Share for the Improvements for the particular Locale.

SECTION 3. MEETINGS AND COLLABORATION

3.1 Collaborative Process. The Parties shall cooperate and make all feasible efforts to ensure that all Improvements are constructed and each Party shall designate a representative ("**Representative**") in order to facilitate the process of designing, constructing and paying for the Improvements. As of the Effective Date, the Representative for BRIDGE is Ben Metcalf, the Representative for BUILD is Ben Golvin, the Representative for Central Station and PCL is Cal Inman, the Representative for Pulte is Andy Cost, and the Representative for HFH Central Station is Andrew Getz. The Parties may change Representatives upon prior written notice to the other Parties.

3.2 Meetings. The Parties shall hold monthly meetings or conference calls on the first Tuesday of every month or at another time or in another location as agreed upon by the Parties ("**Regular Meetings**"). Additionally, any Party may call an emergency meeting for any reason by (a) providing 48 hours notice to the other Parties; (b) identifying which of the Improvements it proposes to discuss; and (c) setting forth the date and time for the meeting, which will occur on a regular working day and during regular working hours (an "**Emergency Meeting**"). Regular Meetings and Emergency Meetings shall all be considered "**Planned Meetings**" for the purposes of this Agreement. Attendance at a Planned Meeting shall be mandatory for each Party's Representative, or an alternate who is empowered to make decisions on behalf of its Party in the absence of the Party's Representative. Additionally, the Managing Party must have an additional representative participate in the Planned Meetings to facilitate the procedural matters discussed below in this Section 3.2 (the "**Additional Representative**"). If, at any time, all the Improvements for which a Party is responsible for paying its Percentage Share have received City Acceptance and that Party's rights and obligations under this Agreement have been terminated pursuant to Section 2, that Party shall no longer be required to attend the Planned Meetings. If this Agreement requires a Party to deliver notice to the other Parties prior to a Planned Meeting, the noticing party shall deliver notice by noon on the day two days before a Regular Meeting and by noon the day before an Emergency Meeting. The Managing Party will prepare an agenda for new business, including any business contained in any notices delivered pursuant to this Section. The Managing Party's Representative will chair the meeting and the Additional Representative will prepare the official minutes. For each issue related to a particular Locale, each Party shall have a vote equal to its Percentage Share for the particular Locale. Decisions reached in the meeting shall be recorded and binding upon the Parties, unless a Party objects at or before the next job meeting following distribution of the minutes. Each Guarantor shall have the right, but not the obligation, to attend the Meetings. No Guarantor shall have the right to vote a Percentage Share unless such right has been expressly assigned to such Guarantor by the Party whose obligations are being guaranteed by such Guarantor.

3.3 Dedication. The Parties shall cooperate and make all feasible efforts to ensure that all Improvements constructed in the public right-of-way are dedicated to the City, as required by the Approvals.

3.4 No Partnership or Joint Venture. Nothing contained in this Agreement shall be construed in a manner, or is intended to create, any relationship between or among any of the Parties other than that of independent owners of non-dependent Parcels who are sharing costs for the Improvements, the construction of which are conditions to City Approvals. No Party to this Agreement (or any combination of any of the Parties) shall be considered partners or joint venturers of any other Party to this Agreement, for any purpose, on account of this Agreement. Each Party acknowledges that each Representative of a Party is not and shall not be regarded as an agent or employee of any other Party by virtue of his or her actions or role pursuant to this Agreement.

SECTION 4. ASSIGNMENT; GUARANTIES

4.1 Assignment. Any Party may assign any of its rights and obligations under this Agreement to a third party, whether or not such a third party is assuming an ownership interest in a Party's Parcel(s), subject to the terms and conditions set forth in this Section 4.

(a) **Assignment To Transferee.** An assignment to a transferee of all or a portion of the Party's Parcel(s) shall not require the consent of the other Parties provided that such assignment shall be limited to the rights and obligations attributable to the Parcel or portion thereof so transferred

(b) **Assignment to Non-Transferee.** Other than in connection with the transfer of a Parcel, no Party shall assign, transfer or otherwise dispose of this Agreement in whole or in part, or delegate its obligations hereunder, to any third party without the prior written consent of each of the Parties, which consent may be withheld in the sole discretion of such Parties.

(c) **Assignment Agreement.** No assignment of this Agreement will be valid unless and until the assigning Party and the Party's assignee deliver to the other Parties a duly executed assignment and assumption agreement, substantially in the form attached as Exhibit E, which provides that the Party's assignee assumes all of the assigning Party's obligations under this Agreement, including, without limitation, the obligation to pay the Percentage Share of Improvement Costs related to the Parcel or portion of Parcel transferred to the Party's assignee and that the Party's assignee shall maintain full and faithful observance and performance of the covenants, terms and conditions contained in this Agreement (the "**Assignment Agreement**").

(d) **Release of the Assignor.** No assignment of rights or obligations under this Agreement to a third party shall operate to release the assigning Party of its obligations under this Agreement, and the assigning Party shall remain fully liable to the other Parties hereunder for all obligations under this Agreement regardless of the Assignment. Notwithstanding the foregoing, however, the assigning Party who has assigned its obligations hereunder to a transferee of its Parcel shall be released from all obligation hereunder if, in addition to the Assignment Agreement, the assigning Party obtains from the third party assignee, and delivers to the other Parties either one of the

following: (i) an executed and acknowledged Memorandum of Agreement in the form attached hereto as Exhibit F, (the "**Memorandum**"), which shall be executed and acknowledged by the other Parties hereto and recorded against any transferred Parcel; or, (ii) a Guaranty in the form attached hereto as Exhibit G guaranteeing the obligations of an assignee hereunder executed by a guarantor whose financial strength and creditworthiness are approved in writing by each of the other Parties, which approval shall not unreasonably be withheld or delayed.

(e) **Agency Parcel Memorandum.** The Agency Parcel Memorandum which has been executed and delivered by Agency concurrently herewith shall be deemed to have satisfied the requirement set forth in 4.1(d)(i) with respect to any transfer of the Agency Parcel.

4.2 Guaranties. The parties acknowledge that HFH Central Station, Central Station, PCL, 14th Street Associates and BUILD West Oakland are single-purpose entities formed for the purpose of developing their respective Parcels. In order to ensure that obligations of each such Party are performed if any of them sells all of its interest in its Parcel(s) prior to the fulfillment of all obligations set forth in this Agreement, concurrently with executed and deliver of this Agreement, concurrently with the execution and delivery of this Agreement, HFH Central Station shall deliver a Guaranty in the form attached hereto as Exhibit G ("**Guaranty**") executed by HFH, Ltd., a California limited partnership, Central Station shall deliver a Guaranty executed by Holliday Development LLC, a California limited liability company, PCL shall deliver a Guaranty executed by Holliday Development LLC, a California limited liability company, 14th Street Associates shall deliver a Guaranty executed by BRIDGE Housing Corporation and BUILD West Oakland shall deliver a Guaranty executed by BRIDGE Urban Infill Land Development LLC. Each person or entity who executes and delivers a Guaranty pursuant to Section 4.1 or 4.2 shall be referred to herein as a "**Guarantor**".

4.3 Successors and Assigns. Except as otherwise set forth in Section Article 4, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

SECTION 5. AGENCY PARCEL

Notwithstanding anything in this Agreement to the contrary, the Agency shall not be deemed to be a Party and shall have no obligation to share or contribute to any Improvement Costs. However, the Agency has executed in recordable form the Agency Parcel Memorandum and acknowledges and agrees that the Agency Parcel, Agency Parcel Purchaser and any other Agency Parcel Owner shall be bound by the terms of this Agreement and, upon acquisition of the Agency Parcel (or a possessory interest therein), shall be deemed a Party hereto. Without limiting the foregoing, Agency agrees to pursue the RFP process, and as part of the RFP process and as a condition of the conveyance of the Agency Parcel (or a possessory interest therein) to the Agency Parcel Purchaser selected through the RFP process, shall require the Agency Parcel Purchaser to execute addendum to this Agreement acknowledging its obligations hereunder in the form attached to this Agreement as Exhibit I. Agency and the Parties

further acknowledge, however, that this Agreement shall be binding upon the Agency Parcel and the Agency Parcel Purchaser or any other Agency Parcel Owner regardless of whether Agency Parcel Purchaser or any Agency Parcel Owner executes such Amendment. Any agreement to convey title to or a possessory interest in the Agency Parcel between the Agency and the Agency Parcel Purchaser shall include a provision or provisions requiring that the Agency Parcel Owner be bound by this Agreement. In the event that the 16th Street Improvements and/or the Plaza Improvements are installed prior to the Agency Parcel Purchaser acquiring title to or a possessory interest in the Agency Parcel, the Agency Parcel Purchaser shall be obligated to pay its Percentage Share of the cost of the improvements on a reimbursement basis to the Managing Party within fifteen (15) days of acquiring title.

SECTION 6. DEFAULT

6.1 Events of Default. Any one or more of the following acts, events or omissions by or involving a Party (the "**Defaulting Party**") shall be deemed an "**Event of Default**" under this Agreement:

- (a) The Party becomes insolvent or files for bankruptcy;
- (b) The Party fails to make a payment required under Section 1; and
- (c) The Party breaches or fails to comply with any other material term or provision of this Agreement.

6.2 Notice and Cure.

- (a) A default under Section 6.1(a) may not be cured.
- (b) The Defaulting Party under Section 6.1(b) shall have a grace period of five business days in which to pay the sums owed.
- (c) The Defaulting Party shall have a grace period of 30 days in which to cure the default under Section 6.1(c) after being informed of the default at a Planned Meeting or, if the nature of the default is such that cure within 30 days is not possible, the Defaulting Party shall have 30 days after such Planned Meeting within which to commence curing the default; the failure to diligently pursue a cure shall constitute a default for which there is no cure. The other Parties shall reasonably accept the cure offered by the Defaulting Party.

SECTION 7. INDEMNITY

Each Party shall indemnify, defend and hold the other Parties harmless from and against any and all claims, demands, liabilities, costs, damages, expenses, and causes of action of any nature whatsoever arising out of or incidental to any actions or omissions or willful misconduct of the indemnifying Party with respect to any injury to persons or property or any claim arising under any construction contract or other contract for work or materials arising in connection with its construction activity under

this Agreement or in connection with its construction activity on the 14th Street Improvements prior to the execution of this Agreement. Notwithstanding the foregoing, no Party shall be indemnified hereunder for any claim, loss or expense arising from the gross negligence or willful misconduct of such Party or its employees, agents or contractors. The obligations of this Section 7 shall survive the termination of this Agreement.

SECTION 8. DISPUTE RESOLUTION

8.1 Private Negotiation. Any controversy or dispute arising out of or related to this Agreement (a "**Dispute**"), shall be subject to private negotiation among the Parties, and if then not resolved shall be subject to non-binding mediation followed by binding arbitration, if necessary, as set forth below. If a Dispute arises, the Parties agree to negotiate in good faith to resolve the Dispute. If the negotiations do not resolve the Dispute to the reasonable satisfaction of the Parties within fifteen (15) days from a written request for a negotiation, then each Party's Representative, who shall have authority to resolve the Dispute, shall meet in person for one day within the twenty (20)-day period following the expiration of the fifteen (15)-day period and the Representative shall attempt in good faith to resolve the Dispute. The meeting shall be held in Emeryville, California, at a location designated by the Party requesting the negotiation and may be attended only by the Parties' Representatives and by one assistant for each Representative. If the Representatives are unable to resolve the Dispute, then the Dispute shall be submitted to mediation pursuant to Section 8.2.

8.2 Mediation.

(a) Within fifteen (15) days following the Representatives' meeting described in Section 8.1, any Party may initiate non-binding mediation (the "**Mediation**"), conducted by Judicial Arbitration & Mediation Services, Inc. ("**JAMS**") or other agreed upon mediator. Any Party may initiate the Mediation by written notice to the other Parties.

(b) The mediator shall be a retired judge or other mediator, selected by mutual agreement of the Parties, and if they cannot agree within fifteen (15) days after the Mediation notice, the mediator shall be selected through the procedures regularly followed by JAMS. The Mediation shall be held within fifteen (15) days after the mediator is selected, or a longer period as the Parties and the mediator mutually decide.

(c) If the Dispute is not fully resolved by mutual agreement of the Parties within fifteen (15) days after completion of the Mediation, then the Dispute shall be submitted to arbitration pursuant to Section 8.3.

(d) The Parties shall bear equally the cost of the mediator's fees and expenses, but each Party shall pay its own attorneys' and expert witness fees and any other associated costs.

8.3 Binding Arbitration.

(a) Binding arbitration (the "**Arbitration**"), shall be conducted by JAMS or other agreed upon arbitrator. Any Party may initiate the Arbitration by written notice to the other Parties within fifteen (15) days following the Mediation described in Section 8.2.

(b) The arbitrator shall be a retired California Superior Court or Court of Appeal judge or other arbitrator, selected by mutual agreement of the Parties, and if they cannot agree within 15 days after the Arbitration notice, the arbitrator shall be selected through the procedures regularly followed by JAMS. The Arbitration shall be held in Emeryville, California, within fifteen (15) days after the arbitrator is selected, or a longer period as the Parties and the arbitrator mutually decide.

(c) The Parties shall be entitled to conduct discovery, as may be reasonably limited by the arbitrator, under the California Code of Civil Procedure. Any disputes concerning discovery shall be submitted to the arbitrator and attorneys' fees will be awarded to the party prevailing in the discovery dispute, regardless of which party ultimately prevails in the Arbitration.

(d) The arbitrator shall have the power to grant all legal and equitable remedies and award damages in the Arbitration to the full extent permitted by law. Judgment on the award made by the arbitrator may be entered in any court having jurisdiction over the Dispute.

(e) Nothing in this Section 8 shall limit a Party's right to seek an injunction or restraining order from a court of competent jurisdiction in circumstances where such relief is deemed necessary to preserve assets.

(f) The fees and costs of the Arbitration shall be borne as determined by the arbitrator as set forth in the arbitrator's award. The expenses of witnesses shall be borne by the party producing the witnesses. The prevailing party in the Arbitration shall be entitled to receive from the non-prevailing party, in addition to any other award, reasonable attorneys' fees and costs incurred in connection with the Arbitration.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

CS
Central Station initials

CG
BUILD West Oakland
initials

HFH initials

PC
PCL initials

CG
14th Street Associates
initials

Pulte initials

SECTION 9. MISCELLANEOUS

9.1 Governing Law. This Agreement and the rights of the Parties shall be governed by, interpreted, and enforced in accordance with the internal laws of the State of California without regard for conflict of law provisions.

9.2 Force Majeure. Performance under this Agreement by the Parties, other than the obligation to make payments of money due, shall be excused in the event that such performance is prevented by strikes, labor disputes or disturbances, fires, inclement weather, earthquakes, lightning, explosions, acts of God or the public enemy, war or terrorism ("**Force Majeure Events**"), provided that performance will be resumed within a reasonable time after such Force Majeure Event is removed, and provided further that no Party to this Agreement shall be required to settle any labor disputes against its will. If a Party's performance is delayed by any Force Majeure Event, such Party shall give the other party written notice of such Force Majeure Event within ten (10) business days after learning of such Force Majeure Event.

9.3 Attorneys' Fees. If any legal action or other proceeding is commenced to enforce or interpret any provision of, or otherwise relating to, this Agreement, the losing party or parties shall pay the prevailing party's or parties' actual expenses incurred in the investigation of any claim leading to the proceeding, preparation for and participation in the proceeding, any appeal or other post judgment motion, and any action to enforce or collect the judgment including without limitation contempt, garnishment, levy, discovery and bankruptcy. For this purpose "expenses" include, without limitation, court or other proceeding costs and experts' and attorneys' fees and their expenses. The phrase "prevailing party" shall mean the party who is determined in the proceeding to have prevailed or who prevails by dismissal, default or otherwise.

9.4 Terms. The Parties mutually acknowledge that they and their attorneys have participated in the preparation and negotiation of this Agreement. In cases of uncertainty this Agreement shall be construed without regard to which of the Parties caused the uncertainty to exist.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

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Central Station initials

BUILD West Oakland
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Central Station

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9.4 Terms. The Parties mutually acknowledge that they and their attorneys have participated in the preparation and negotiation of this Agreement. In cases of uncertainty this Agreement shall be construed without regard to which of the Parties caused the uncertainty to exist.

9.5 Headings. All headings are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

9.6 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under the present or future laws effective during the term of this Agreement, the provision will be fully severable; this Agreement will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of the illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to the illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

9.7 Counterparts. This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document. Furthermore, this Agreement may be executed and delivered by the exchange of electronic facsimile copies or counterparts of the signature page, which facsimile copies or counterparts shall be binding upon the Parties.

9.8 Further Assurances. Each Party shall, at its own expense, execute, acknowledge and deliver such additional documents and instruments reasonably requested by another Party and shall perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and the transactions contemplated by this Agreement.

9.9 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Parties, and their respective successors and assigns subject to the express provisions relating to successors and assigns, and no other Person will have any rights, interest or claims or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

9.10 Notices. All notices, consents, requests, demands or other communications to or upon the respective Parties and the Agency shall be in writing and shall be effective for all purposes upon receipt on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, in the case of (i) personal delivery, (ii) delivery by messenger, express or air courier or similar courier, (iii) delivery by United States first class certified or registered mail return receipt requested, postage prepaid and (iv) transmittal by telecopier or facsimile, addressed to the following addresses:

BUILD West
Oakland:

BUILD West Oakland LLC
345 Spear Street, Suite 700
San Francisco, CA 94105

Attention: President
fax (415) 321-3591

Central Station: Central Station Land LLC
1500 Park Avenue, Suite 200
Emeryville, CA 94608
fax: (510) 475-2125

PCL: PCL Associates, LLC
1500 Park Avenue, Suite 200
Emeryville, CA 94608
fax: (510) 475-2125

HFH: HFH Central Station Village LLC
6450 Hollis Street
Emeryville, CA 94608
fax: (510) 652-9661

Pulte: Pulte Homes
6210 Stoneridge Mall Road, 5th Floor
Pleasanton, CA 94588
fax: (925)249-4373

14 Street
Associates

14th Street Associates
345 Spear Street, Suite 700
San Francisco, CA 94105

AGENCY: Redevelopment Agency
c/o Community Economic Development Agency
250 Frank Ogawa Plaza, 5th Floor
Oakland, CA 94612
Attn: Sean Rogan, Housing and Community Development Director

In this Agreement, "business days" means days other than Saturdays, Sundays, and federal and state legal holidays. If the date for performance of an obligation or the exercise of a right falls on a day other than a business day, the time for performance or exercise shall be extended to the next business day. Any Party may change its address by written notice to the other Parties and the Agency in the manner set forth above. Receipt of communications by United States first class or registered mail will be sufficiently evidenced by return receipt. In the case of illegible or otherwise unreadable facsimile transmissions, the receiving party shall promptly notify the transmitting party of any transmission problem and the transmitting party shall promptly resend any affected pages. A copy of all notices delivered hereunder to any Party shall be concurrently delivered to the Guarantor who has executed a Guaranty pertaining to such Party at the address for notices set forth in the Guaranty.

9.11 Amendments. Any amendment to this Agreement shall be in writing, dated and signed by the all Parties and the Agency. If any conflict arises between the provisions of the amendment, or amendments, and the terms of this Agreement, the most recent provisions shall govern and control.

9.12 Waiver. No waiver of any obligations under this Agreement will be enforceable or admissible unless set forth in a writing signed by the Party against which enforcement or admission is sought. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated.

9.13 Entire Agreement. This Agreement and the exhibits contain the entire understanding between the Parties and supersede any prior written or oral agreements between them regarding the same subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between the Parties relating to the subject matter of this Agreement which are not fully expressed in this Agreement and related written agreements of the same date.

9.14 Exhibits. The following exhibits attached to this Agreement shall be deemed to be a part of this Agreement and are fully incorporated by reference:

- Exhibit A Parcels
- Exhibit B-1 14th Street Improvements
- Exhibit B-2 16th Street Improvements
- Exhibit B-3 Plaza Improvements
- Exhibit C-1 14th Street Improvement Costs
- Exhibit C-2 16th Street Improvement Costs
- Exhibit C-3 Plaza Improvement Costs
- Exhibit D Intentionally Omitted
- Exhibit E Form Assignment and Assumption Agreement
- Exhibit F Form Memorandum of Cost Sharing Agreement
- Exhibit G Form Guaranty
- Exhibit H Form Agency Parcel Purchaser Memorandum
- Exhibit I Form Agency Parcel Purchaser Addendum

The Parties and the Agency have executed this Cost Sharing Agreement as of the date written above.

Central Station Land LLC, a California
limited liability company

By: 
Richard M. Holliday, Manager

HFH Central Station Village LLC, a
California limited liability company

By: HFH Ltd., a California limited
partnership, its sole member

9.11 Amendments. Any amendment to this Agreement shall be in writing, dated and signed by the all Parties and the Agency. If any conflict arises between the provisions of the amendment, or amendments, and the terms of this Agreement, the most recent provisions shall govern and control.

9.12 Waiver. No waiver of any obligations under this Agreement will be enforceable or admissible unless set forth in a writing signed by the Party against which enforcement or admission is sought. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated.

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Exhibit A	Parcels
Exhibit B-1	14th Street Improvements
Exhibit B-2	16th Street Improvements
Exhibit B-3	Plaza Improvements
Exhibit C-1	14th Street Improvement Costs
Exhibit C-2	16th Street Improvement Costs
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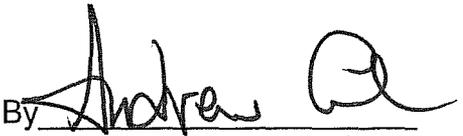
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limited liability company

HFH Central Station Village LLC, a
California limited liability company

By: HFH Ltd., a California limited
partnership, its sole member

By: _____
Richard M. Holliday, Manager

By 
Andrew Getz, general partner

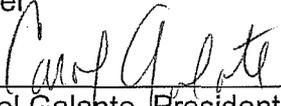
Build West Oakland, LLC, a California limited liability company

Pulte Home Corporation, a Michigan corporation

By: BRIDGE Urban Infill Land Development LLC, a Delaware limited liability company, its sole member

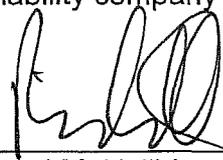
By: _____

By: BRIDGE Infill Development, Inc., a California corporation, its Manager

By: 
Carol Galante, President

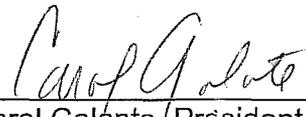
PCL Associates, LLC, a Delaware limited liability company

14th Street Associates, a California limited partnership

By: 
Richard M. Holliday, Manager

By: BRIDGE Tower LLC, a California limited liability company, its general partner

By: Northpoint Housing, Inc., a California nonprofit public benefit corporation, its sole member

By: 
Carol Galante, President

Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law

By: _____
Agency Administrator

Approved as to form and legality:

By: _____
Agency Counsel

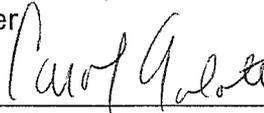
Build West Oakland, LLC, a California limited liability company

Pulte Home Corporation, a Michigan corporation

By: BRIDGE Urban Infill Land Development LLC, a Delaware limited liability company, its sole member

By: 
ANDY COST
LAND DEVELOPMENT MANAGER

By: BRIDGE Infill Development, Inc., a California corporation, its Manager

By: 
Carol Galante, President

PCL Associates, LLC, a Delaware limited liability company

14th Street Associates, a California limited partnership

By: _____
Richard M. Holliday, Manager

By: BRIDGE Tower LLC, a California limited liability company, its general partner

By: Northpoint Housing, Inc., a California nonprofit public benefit corporation, its sole member

By: 
Carol Galante, President

Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law

By: _____
Agency Administrator

Approved as to form and legality:

By: _____
Agency Counsel

Build West Oakland, LLC, a California limited liability company

Pulte Home Corporation, a Michigan corporation

By: BRIDGE Urban Infill Land Development LLC, a Delaware limited liability company, its sole member

By: _____

By: BRIDGE Infill Development, Inc., a California corporation, its Manager

By: Carol Galante
Carol Galante, President

PCL Associates, LLC, a Delaware limited liability company

14th Street Associates, a California limited partnership

By: _____
Richard M. Holliday, Manager

By: BRIDGE Tower LLC, a California limited liability company, its general partner

By: Northpoint Housing, Inc., a California nonprofit public benefit corporation, its sole member

By: Carol Galante
Carol Galante, President

Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law

By: [Signature]
Agency Administrator

Approved as to form and legality:

By: [Signature]
Agency Counsel

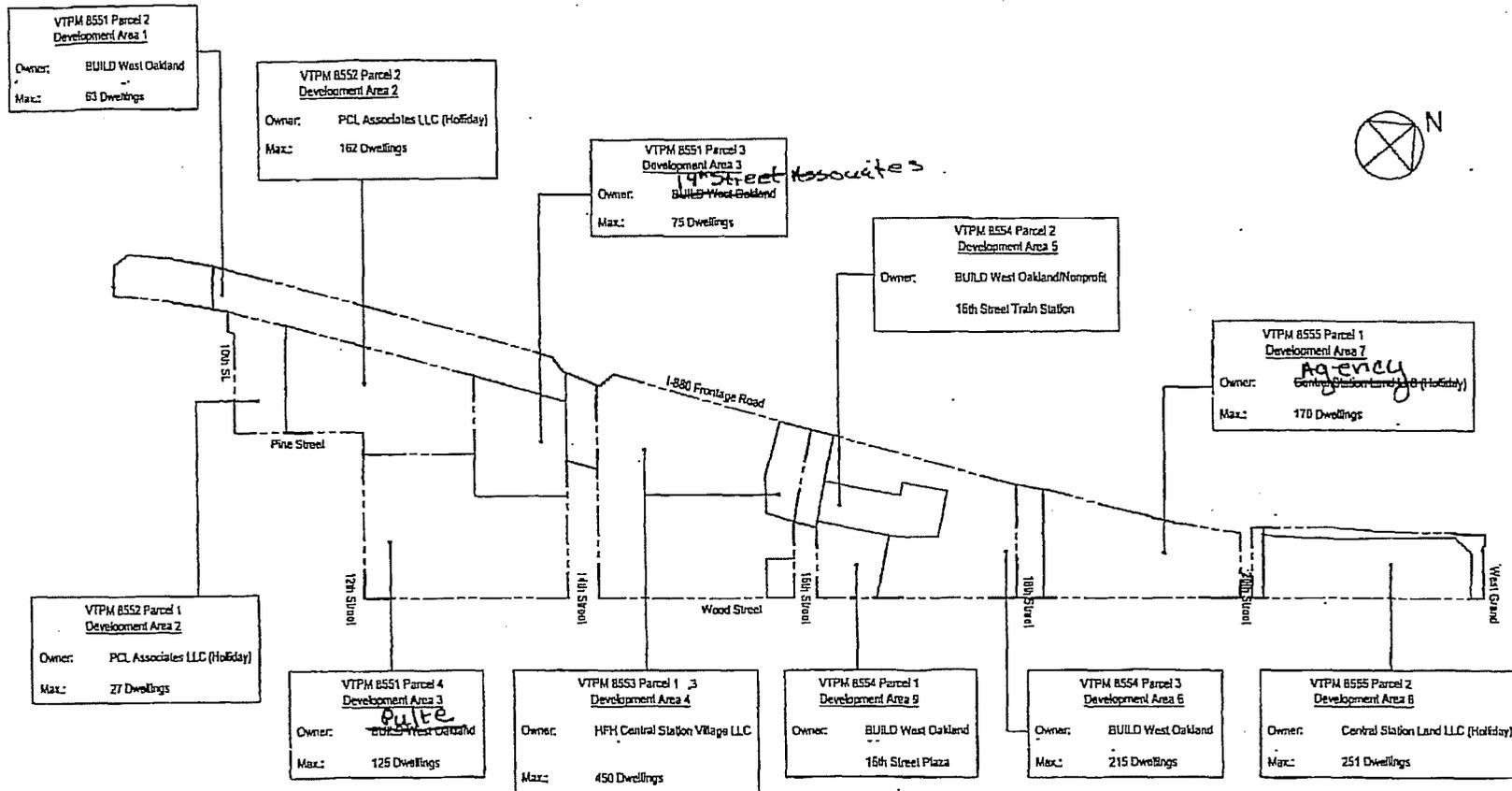


Exhibit A

Parcels within the Wood Street Zoning District

Exhibit B-1
14th Street conceptual improvement plan

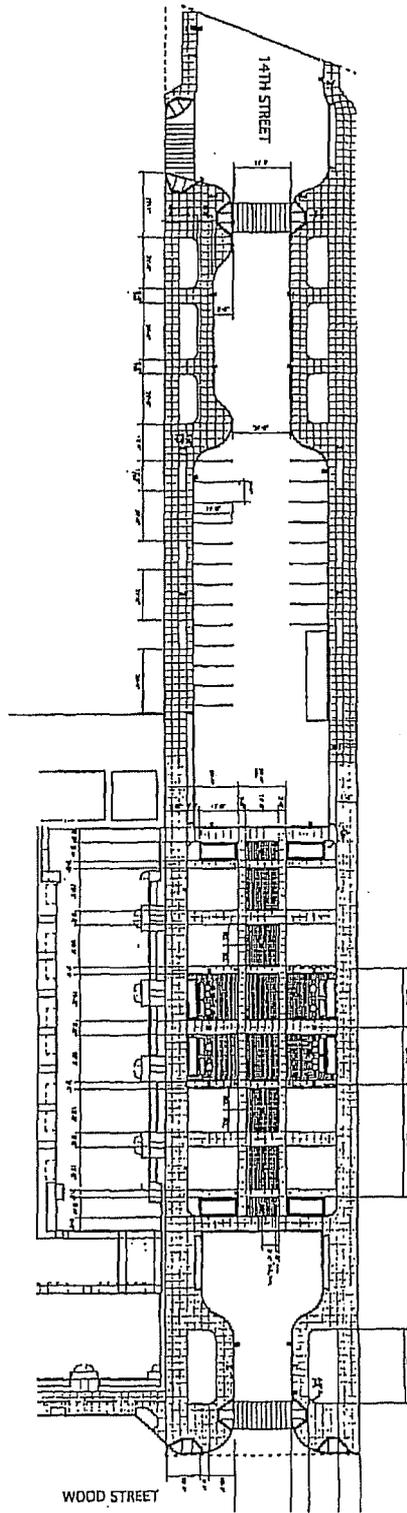


Exhibit B-2 16th Street conceptual improvement plan

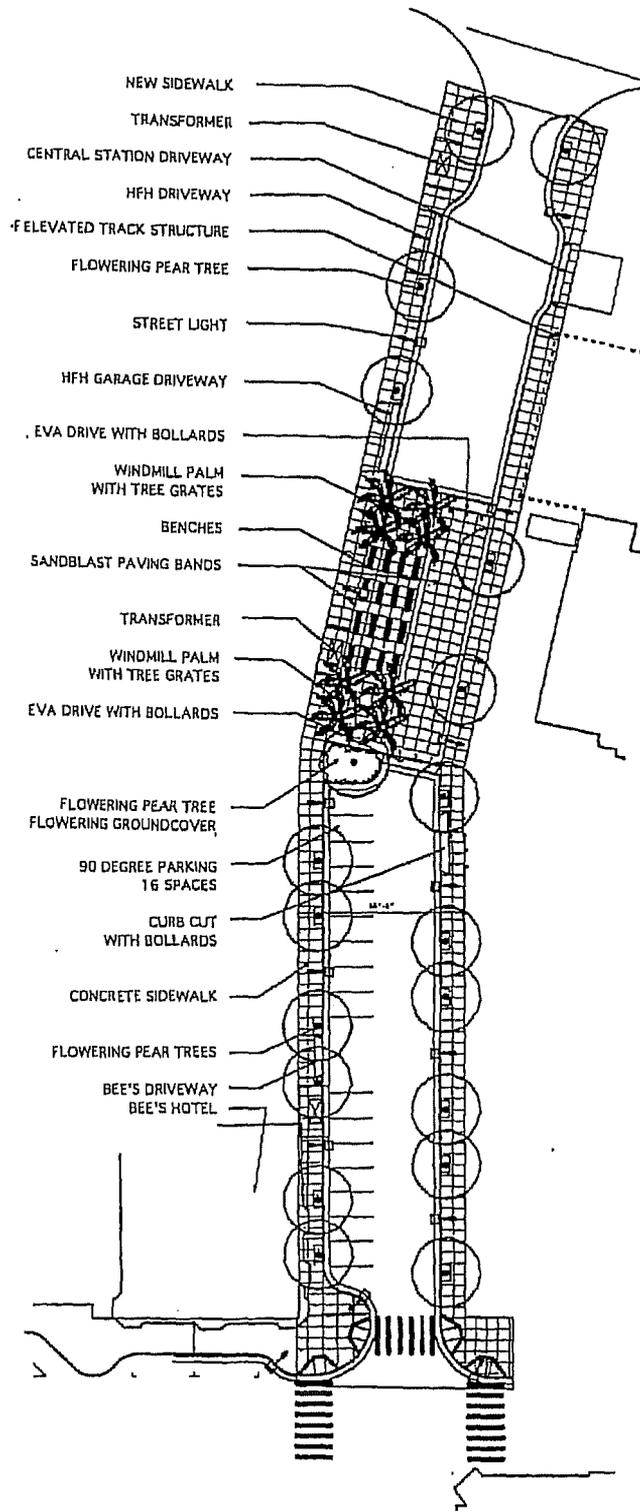


Exhibit B-3
Plaza conceptual improvement plan

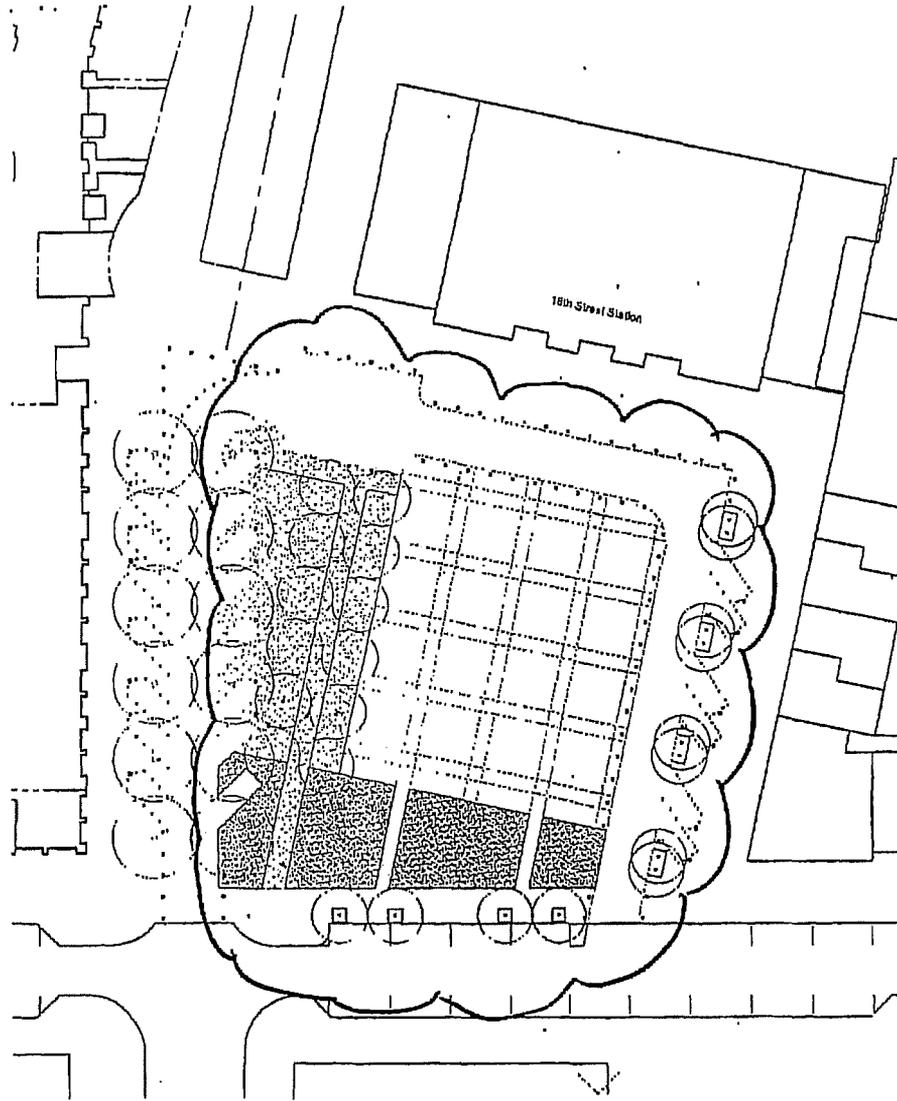


EXHIBIT C-1

Soft Costs - 14th St	Committed
Civil Engineering - Sands	\$51,000
Joint Trench Consultant - Giacalone	\$19,200
Planning Consultant - F.J. Kennedy	\$7,290
Utility Consultant - Zeiger	\$3,732
Landscape Architect - Miller & Assoc	\$64,500
Structural Engineer - Tipping Mar	\$18,900
Geotech Observation & Testing	\$45,000
Staking - CEA	\$28,045
Potholing - Subtronics	\$4,450
City Processing & Permit Fees	\$3,265
3rd Party Inspection Fees - Terrasearch	\$5,282
PG&E Contracts - Gas & Electric	\$128,219
Hard Costs - 14th St	
Demolition	\$75,835
Sanitary/Storm Systems	\$357,699
Joint Trench	\$471,778
Grading	\$35,804
SWPPP	\$2,897
Water System	\$55,560
Paving/Curb & Gutter	\$235,848
Signage & Striping	\$6,638
Remediation	\$136,754
Landscaping	\$552,688
Canopy Demo/Salvage	\$108,915
Total All Improvements	\$2,419,299

Exhibit C-2
16th Street Improvement cost estimate

Mobilization and Layout - Sandis	
Mobilization and Layout	\$15,000
<i>Sub-Total</i>	<u>\$15,000</u>
Road Construction - Sandis	
Demolition	\$61,610
Earthwork	\$28,650
Paving	\$190,200
Curb and Gutter	\$16,200
Sanitary Sewer	\$53,340
Storm Drainage	\$118,950
Street Scaping	\$61,310
Erosion Control/C.3	\$6,000
<i>Sub-Total</i>	<u>\$536,260</u>
Pocket Park & Landscaping	
Earthwork	\$1,361
Paving	\$22,160
Site Concrete	\$0
Site Furnshings	\$3,846
Irrigation (Includes \$5,000 water meter)	\$15,000
Planting	\$15,004
<i>Sub-Total</i>	<u>\$57,371</u>
Lighting - Sandis	
Street Lighting	\$70,200
<i>Sub-Total</i>	<u>\$70,200</u>
Joint Trench - Giacalone	
Trenching	\$11,400
Vaults, Splice Boxes	\$33,430
Conduits	\$15,300
Street Lighting	\$31,300
<i>Sub-Total</i>	<u>\$91,430</u>
Platform	
Remove platform from 16th Street ROW	\$19,780
<i>Sub-Total</i>	<u>\$19,780</u>
Environmental Testing, Supervision and Remediation	
Contaminated spoils testing & remediation	\$50,000
<i>Sub-Total</i>	<u>\$50,000</u>
General Conditions/Contingency/Escalation	
1 yrs until beg. Total costs	\$840,041
10% Design Contingency	\$84,004
15% General Conditions	\$138,607
3% Escalation	\$31,880
<i>Sub-Total</i>	<u>\$1,094,531</u>
Utility Direct Contracts - Giacalone & Sandis	
PG & E Contract Costs	\$62,500
PG & E Electrical System	\$30,500
PG & E Gas System	\$5,400
EBMUD Contract - Extend 6" Water Main	\$144,625
EBMUD Contract - Relocate/Install Fire Hydrants	\$10,600
<i>Sub-Total</i>	<u>\$253,625</u>
Consultant Contracts for Design - Casper's Estimate	
Civil - Design through construction documents	\$45,200
Civil - Hydrology Study	\$5,000
Joint Trench Consultant - through review of CD	\$19,200
Landscape Architect	\$63,940
Soil Study	\$7,545
<i>Sub-Total</i>	<u>\$140,885</u>
Fees	
City Fees	\$30,000
<i>Sub-Total</i>	<u>\$30,000</u>
Total All Improvements	<u><u>\$1,519,041</u></u>

Exhibit C-3
Plaza improvement cost estimate

Mobilization and Layout			
Mobilization and Layout			\$15,000
		<i>Sub-Total</i>	\$15,000
Site Work			
Demolition			\$41,818
Earthwork			\$19,602
Paving			\$130,680
Curb and Gutter			\$30,000
Sanitary Sewer			\$0
Storm Drainage			\$100,000
Street Scaping			\$50,000
Erosion Control/C.3			\$6,000
Site Concrete			\$15,000
Site Furnishings			\$40,000
Irrigation (includes \$5,000 water meter)			\$20,000
Planting			\$30,000
		<i>Sub-Total</i>	\$483,100
Lighting - Sandis			
Street Lighting (Includes trenching)			\$100,000
		<i>Sub-Total</i>	\$100,000
Environmental Testing, Supervision and Remediation			
Contaminated spoils testing & remediation			\$15,000
		<i>Sub-Total</i>	\$15,000
General Conditions/Contingency/Escalation			
2 yrs until beg.		Total costs	\$613,100
10%	Design Contingency		\$61,310
15%	General Conditions		\$91,965
3%	Escalation		\$36,786
		<i>Sub-Total</i>	\$803,160
Utility Direct Contracts - Giacalone & Sandis			
PG & E Contract Costs			\$30,000
PG & E Electrical System			\$30,000
EBMUD Contract - Relocate/Install Fire Hydrants			\$20,000
		<i>Sub-Total</i>	\$80,000
Consultant Contracts for Design			
Civil - Design through construction documents			\$30,000
Civil - Hydrology Study			\$5,000
Landscape Architect			\$60,000
Soil Study			\$5,000
		<i>Sub-Total</i>	\$100,000
Fees			
City Fees			\$30,000
		<i>Sub-Total</i>	\$30,000
Total All Improvements			\$1,013,160

-DRAFT January 31, 2008

Exhibit E

Form Assignment and Assumption Agreement

This Assignment and Assumption Agreement (the "**Agreement**") is made as of _____, ____ (the "**Effective Date**") between _____ ("**Assignor**") and _____ ("**Assignee**") in the following factual context:

A. Assignor is the owner of that certain real property located in an approximately twenty-eight (28) acre area in Oakland, California (the "**City**"), known as the Wood Street Zoning District (the "**District**") that is more particularly described in Exhibit A (the "**Property**"). Assignor is party to that certain Cost Sharing Agreement dated August __, 2008 by and among Assignor and Central Station Land LLC, a California limited liability company ("**Central Station**"); HFH Central Station Village LLC, a California limited liability company ("**HFH**"); BUILD West Oakland, LLC, a California limited liability company ("**BUILD**"); PCL Associates, LLC, a Delaware limited liability company, ("**PCL**"); 14 Street Associates, a California limited partnership ("**14th Street**"); the Redevelopment Agency of the City of Oakland ("**Agency**"), [_____ ("**Agency Parcel Owner**")], and Pulte Home Corporation, a Michigan corporation ("**Pulte**") pursuant to which Assignor has certain obligations to participate in a collaborative process of designing, constructing and paying for certain improvements in the District (the "**Cost Sharing Agreement**").

B. [Pursuant to the Cost Sharing Agreement and the City's Approvals, Assignor is the Managing Party for the _____ Improvements and is responsible for the construction, in accordance with the Approvals, and day-to-day management of the _____ Improvements.]

C. Assignor and Assignee are parties to that certain Purchase and Sale Agreement, dated _____ pursuant to which Assignor agreed to sell to Assignee and Assignee agreed to purchase from Assignor the Property. In connection with the sale of the Property to Assignee, Assignor wishes to assign to Assignee and Assignee wishes to assume the rights and obligations under the Cost Sharing Agreement.

D. Capitalized terms not otherwise defined in this assignment shall have the meanings ascribed to them in the Cost Sharing Agreement.

In this factual context and intending to be legally bound, the Parties agree as follows:

Section 1. Assignment

Assignor assigns to Assignor all of Assignor's rights and obligations under the Cost Sharing Agreement, whenever accruing.

Section 2. Assumption

Assignee assumes all of Assignor's rights and obligations under the Cost Sharing Agreement, including but not limited to the obligation to pay its Percentage Share of the Improvements [and its obligations as Managing Party for the _____ Improvements].

Section 3. Successors and Assigns.

Assignee shall not assign its rights and obligations under this Agreement or under the Cost Sharing Agreement except as permitted under the Cost Sharing Agreement. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns

Section 4. Further Assurances.

Each party shall, at its own expense, execute, acknowledge and deliver such additional documents and instruments reasonably requested by the other party and shall perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and the transactions contemplated by this Agreement

Section 5. Notices.

All notices, consents, requests, demands or other communications to or upon the respective Parties shall be in writing and shall be effective for all purposes upon receipt on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, in the case of (i) personal delivery, (ii) delivery by messenger, express or air courier or similar courier, (iii) delivery by United States first class certified or registered mail return receipt requested, postage prepaid and (iv) transmittal by telecopier or facsimile, addressed to the following addresses:

If to Assignor:

Attn: _____

Telephone: _____

Facsimile: _____

If to Assignee:

Attn: _____

Telephone: _____
Facsimile: _____

In this Agreement, "business days" means days other than Saturdays, Sundays, and federal and state legal holidays. If the date for performance of an obligation or the exercise of a right falls on a day other than a business day, the time for performance or exercise shall be extended to the next business day. Any Party may change its address by written notice to the other Party in the manner set forth above. Receipt of communications by United States first class or registered mail will be sufficiently evidenced by return receipt. In the case of illegible or otherwise unreadable facsimile transmissions, the receiving party shall promptly notify the transmitting party of any transmission problem and the transmitting party shall promptly resend any affected pages.

Section 6. Governing Law.

This Agreement and the rights of the parties shall be governed by, interpreted, and enforced in accordance with the internal laws of the State of California without regard for conflict of law provisions

Section 7. Entire Agreement.

This Agreement and the exhibits contain the entire understanding between the parties and supersede any prior written or oral agreements between them regarding the same subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Agreement which are not fully expressed in this Agreement.

Section 8. Attorneys' Fees.

If any legal action or other proceeding is commenced to enforce or interpret any provision of, or otherwise relating to, this Agreement, the losing party or parties shall pay the prevailing party's or parties' actual expenses incurred in the investigation of any claim leading to the proceeding, preparation for and participation in the proceeding, any appeal or other post judgment motion, and any action to enforce or collect the judgment including without limitation contempt, garnishment, levy, discovery and bankruptcy. For this purpose "expenses" include, without limitation, court or other proceeding costs and experts' and attorneys' fees and their expenses. The phrase "prevailing party" shall mean the party who is determined in the proceeding to have prevailed or who prevails by dismissal, default or otherwise.

Section 9. Counterparts.

This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document. Furthermore, this Agreement may be executed and delivered by the exchange of electronic facsimile copies or counterparts of the signature page, which facsimile copies or counterparts shall be binding upon the Parties.

The Parties have executed this Assignment and Assumption Agreement as of the Effective Date.

ASSIGNOR

ASSIGNEE

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

EXHIBIT F
FORM OF MEMORANDUM AND AGREEMENT CONCERNING COST SHARING
AGREEMENT

Recording Requested by and
When Recorded Return to:

Attn: _____

MEMORANDUM AND AGREEMENT CONCERNING COST-SHARING AGREEMENT

THIS MEMORANDUM AND AGREEMENT CONCERNING COST-SHARING AGREEMENT is made and entered into as of _____, 200_ by and among [LIST ALL ENTITIES WHO ARE THEN PARTIES TO THE COST-SHARING AGREEMENT (each individually, a "**Party**" and collectively, the "**Parties**")].

RECITALS

A. The parties have entered into that certain Cost-Sharing Agreement dated _____, 2008 (the "**Cost-Sharing Agreement**") with respect to certain improvements related to the development of the property owned by _____ as described on Exhibit A (the "**Property**") and the real property owned by the other Parties as described in the Cost Sharing Agreement.

B. The Cost-Sharing Agreement establishes certain rights and obligations of the Parties with respect to the construction of certain infrastructure improvements required in connection with development of the Property and the other property described in the Cost-Sharing Agreement and payment of the costs of such construction.

C. The Parties desire to enter into this Agreement to establish that the rights and obligations of _____ under the Cost-Sharing Agreement shall run with, benefit and burden the _____ Property and shall inure to the benefit of the other Parties hereto. For purposes hereof, the Parties other than _____ shall be referred to as the "**Other Parties**".

AGREEMENT

Now therefore, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Covenants Running with the Land. The Parties expressly intend that the rights and obligations of [] under the Cost-Sharing Agreement shall be equitable servitudes and covenants running with and benefiting and burdening the Property, and that all successor owners of the Property shall be bound by the covenants contained therein. The rights of the Other Parties to enforce the obligations of _____ under the Cost-Sharing Agreement shall inure to the benefit of such Other Parties, the real property owned by such other Parties and referred to in the Cost-Sharing Agreement, and all successor owners of such property. All terms and provisions of the Cost-Sharing Agreement are incorporated in this Agreement by this reference.

2. Enforcement by Lien. Any of the Other Parties may enforce the obligations of _____ under the Agreement and shall have all remedies available under the Agreement, hereunder, at law or in equity, including, without limitation, the right to record a lien against the Property to secure payment of all sums due from _____ under the Agreement. Any such lien is subject and subordinate to any bona fide mortgage or deed of trust encumbering any portion of the Property at the time such notice of lien is recorded, and any purchaser at any foreclosure or trustee's sale (as well as any grantee by deed in lieu of foreclosure or trustee's sale) under any such mortgage or deed of trust takes title free and clear of any such lien, but otherwise subject to all of terms, conditions and obligations of _____ under the Cost-Sharing Agreement. Any such lien shall be prior and superior to any lien recorded subsequent to the recordation of such notice of lien. Any such lien may be enforced by suit or action in any court of competent jurisdiction or by sale under power of sale, judicial foreclosure or in any other manner allowed by law

3. Mortgagee Protection. Breach of any restriction or other provision of this Agreement does not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of the restrictions and other provisions of this Agreement are binding and effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

4. Termination. Upon termination of the Cost-Sharing Agreement, upon request by _____, the Parties shall execute in recordable form a termination agreement evidencing the termination of and release of the Property from this Agreement .

IN WITNESS WHEREOF, the Parties have executed this Memorandum and Agreement Concerning Cost-Sharing Agreement as of the date first written above.

[Signature blocks to be added].

EXHIBIT G

GUARANTEE FOR COST SHARING AGREEMENT

1. This Guarantee is executed and delivered by _____, a _____, a Delaware limited liability company ("**Guarantor**") pursuant to Section [4.1(d)][4.2] of the Cost Sharing Agreement dated September 26, 2008 (the "**Agreement**") by and among Central Station Land LLC, a California limited liability company; HFH Central Station Village LLC, a California limited liability company; BUILD West Oakland, LLC, a California limited liability company; PCL Associates, LLC, a Delaware limited liability company; 14th Street Associates, a California limited partnership, the Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law, and Pulte Home Corporation, a Michigan corporation. This Guarantee irrevocably guaranties to the Parties Guarantor's due, prompt, and full performance of all of the obligations of _____ or its assignee (_____ and its assigned are, collectively and individually, "**Obligor**") under the Agreement (the "**Guaranteed Obligations**"). Capitalized terms used in this Guarantee without definition shall have the meanings set forth in the Agreement.

2. Notwithstanding the foregoing, this Guarantee shall be conditioned upon and shall take effect only upon the transfer by Obligor of the Parcel owned by Obligor. Furthermore, this Guarantee shall terminate and be of no force or effect if, concurrently with such transfer, Obligor delivers to the Parties an Assignment Agreement executed by Obligor and the transferee, and either (i) a Memorandum executed and acknowledged by the transferee or (ii) a Guarantee in the form of this Guarantee, guaranteeing the obligations of such transferee under the Agreement, executed by a guarantor with creditworthiness and net worth equivalent to the net worth and creditworthiness of Guarantor or otherwise approved in writing by the Parties, which approval shall not unreasonably be withheld or delayed.

3. Subject to the provisions of paragraph 2 above, this Guarantee is a continuing one and shall terminate only upon the full performance of all the terms, covenants, and conditions of the Guaranteed Obligations.

4. The obligations of Guarantor hereunder are independent of the obligations of the Obligor. A separate action may be brought and prosecuted against Guarantor, whether action is brought against the Obligor or whether the Obligor is joined in any such action. Notwithstanding the foregoing, in no event shall the Parties bring an action against Guarantor under this Guarantee until thirty (30) days after a notice of default

has been given to the Obligor and to Guarantor and the Obligor has failed to cure the default under the Agreement.

5. Guarantor authorizes the Parties, without notice or demand, and without affecting Guarantor's liability under this Guarantee, from time to time (a) without the consent of Guarantor, to change any of the terms, covenants, conditions, or provisions of the Agreement, or amend, modify, change, or supplement the Agreement; and (b) grant extensions of time or otherwise delay the enforcement of any of the Guaranteed Obligations. The Parties may assign this Guarantee, in whole or in part, in connection with an assignment of an interest in the Parcels pursuant to the Agreement. Guarantor shall not assign this Guarantee without the prior written consent of the Parties which consent may be granted or denied in the Parties' sole discretion.

6. Guarantor waives any right to require the Parties to: (a) proceed against the Obligor; and, (b) pursue any other remedy in their power whatsoever. Guarantor waives any defense arising by reason of the disability of the Obligor or by reason of the cessation from any cause whatsoever of the liability of the Obligor, other than the running of the statute of limitations. Until the performance of all of the terms, covenants, and conditions of the Guaranteed Obligations required to be kept, observed, or performed by the Obligor, Guarantor waives any right of subrogation, and waives any right to enforce any remedy which the Parties now have or may hereafter have against the Obligor.

7. Guarantor represents, warrants and covenants to the Parties that:

(a) Guarantor is a duly formed limited liability company validly existing and in good standing under the laws of the State of Delaware.

(b) Guarantor has full power and authority to enter into and perform the obligations to be performed by Guarantor under this Guarantee, Guarantor has obtained all consents and approvals requisite to the performance of those obligations, and this Guarantee has been properly executed and delivered by it and constitutes the valid and binding obligation of Guarantor enforceable against it in accordance with its terms.

(c) Guarantor's execution and delivery of, and performance under, this Guarantee do not conflict with, and will not result in a breach of, any of the terms, conditions, or provisions of, or constitute a default under, any indenture, agreement, order, judgment, or other instrument to which Guarantor is a party or by which it is bound.

(d) There are no pending or, to the knowledge of Guarantor, threatened actions or proceedings before any court or administrative agency that are likely to materially affect the ability of Guarantor to perform its obligations under this Guarantee.

(e) Guarantor will use its best efforts to ensure its continued existence and good standing.

8. If any legal action or other proceeding is commenced to enforce or interpret any provision of, or otherwise relating to, this Guarantee, the losing party or parties shall pay the prevailing party's or parties' actual expenses incurred in the investigation of any claim leading to the proceeding, preparation for and participation in the proceeding, any appeal or other post judgment motion, and any action to enforce or collect the judgment including without limitation contempt, garnishment, levy, discovery and bankruptcy. For this purpose "expenses" include, without limitation, court or other proceeding costs and experts' and attorneys' fees and their expenses. The phrase "prevailing party" shall mean the party who is determined in the proceeding to have prevailed or who prevails by dismissal, default or otherwise.

9. This Guarantee shall inure to the benefit of the Parties, their partners and their, officers, shareholders, trustees and beneficiaries and all of their successors and assigns, and subject to the provisions of Section 5 above regarding assignment, shall be binding upon the successors and assigns of Guarantor.

10. If any of the provisions of this Guarantee should be declared invalid for any reason, the invalid provision shall be deemed omitted and the remaining terms shall nevertheless be carried into effect.

11. This Guarantee shall be governed by, interpreted, and enforced in accordance with the laws of the State of California.

12. This Guarantee may be executed and an electronic copy of the signed document delivered by facsimile or email, which electronic copy shall be binding on Guarantor and considered the equivalent of an ink original.

IN WITNESS WHEREOF, the undersigned Guarantor has executed this Guarantee as of the ____ day of _____, 200_.

[INSERT SIGNATURE BLOCK]

Exhibit H

AGENCY PARCEL MEMORANDUM

Recording Requested by and
When Recorded Return to:

BRIDGE Urban Infill Land Development LLC
345 Spear Street, Suite 700
San Francisco, CA 94105
Attn: Rebecca V. Hlebasko

MEMORANDUM AND AGREEMENT CONCERNING COST-SHARING AGREEMENT

THIS MEMORANDUM AND AGREEMENT CONCERNING COST-SHARING AGREEMENT is made and entered into as of _____, 2008 by and among the Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law ("**Agency**"), Central Station Land LLC, a California limited liability company, ("**Central Station**"), HFH Central Station Village LLC, a California limited liability company ("**HFH**"), PCL Associates, LLC, a Delaware limited liability company ("**PCL**"), BUILD West Oakland LLC, a California limited liability company ("**BUILD West Oakland**"), and 14th Street Associates, a California limited partnership ("**14 Street Associates**"). Central Station, HFH, BUILD West Oakland, PCL and 14th Street Associates are each referred to herein individually, as a "**Party**" and collectively, as the "**Parties**").

RECITALS

A. The parties and Agency have entered into that certain Cost-Sharing Agreement dated _____, 2008 (the "**Cost-Sharing Agreement**") with respect to certain improvements related to the development of the property owned described on Exhibit A (the "**Agency Property**") and the real property owned by the Parties as described in the Cost Sharing Agreement. Agency intends to convey the Agency Parcel to an independent developer as part of an RFP process to be conducted by Agency. Any party which acquires the Agency Parcel is referred to herein as the "**Agency Parcel Owner**".

B. The Cost-Sharing Agreement establishes certain rights and obligations of the Parties and Agency Parcel Owner with respect to the construction of certain infrastructure improvements required in connection with development of the Property and the other property described in the Cost-Sharing Agreement and payment of the costs of such construction.

C. The Parties desire to enter into this Agreement to establish that the rights and obligations of Agency Parcel Owner shall run with, benefit and burden the Agency Property and shall inure to the benefit of the Parties hereto.

AGREEMENT

Now therefore, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties and Agency agree as follows:

1. Covenants Running with the Land. The Parties and Agency expressly intend that the rights and obligations of Agency Parcel Owner under the Cost-Sharing Agreement shall be equitable servitudes and covenants running with and benefiting and burdening the Property, and that all successor owners of the Property shall be bound by the covenants contained therein. The rights of the Parties to enforce the obligations of Agency Parcel Owner under the Cost-Sharing Agreement shall inure to the benefit of such Parties, the real property owned by such Parties and referred to in the Cost-Sharing Agreement, and all successor owners of such property. All terms and provisions of the Cost-Sharing Agreement are incorporated in this Agreement by this reference.

2. Enforcement by Lien. Any of the Parties may enforce the obligations of Agency Parcel Owner under the Agreement and shall have all remedies available under the Agreement, hereunder, at law or in equity, including, without limitation, the right to record a lien against the Property to secure payment of all sums due from Agency Parcel Owner under the Agreement. Any such lien is subject and subordinate to any bona fide mortgage or deed of trust encumbering any portion of the Property at the time such notice of lien is recorded, and any purchaser at any foreclosure or trustee's sale (as well as any grantee by deed in lieu of foreclosure or trustee's sale) under any such mortgage or deed of trust takes title free and clear of any such lien, but otherwise subject to all of terms, conditions and obligations of Agency Parcel Owner under the Cost-Sharing Agreement. Any such lien shall be prior and superior to any lien recorded subsequent to the recordation of such notice of lien. Any such lien may be enforced by suit or action in any court of competent jurisdiction or by sale under power of sale, judicial foreclosure or in any other manner allowed by law

3. Mortgagee Protection. Breach of any restriction or other provision of this Agreement does not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of the restrictions and other provisions of this Agreement are binding and effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

4. Termination. Upon termination of the Cost-Sharing Agreement, upon request by Agency Parcel Owner, the Parties shall execute in recordable form a termination agreement evidencing the termination of and release of the Property from this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Memorandum and Agreement Concerning Cost-Sharing Agreement as of the date first written above.

Central Station Land LLC, a California limited liability company

By: _____
Richard M. Holliday, Manager

HFH Central Station Village LLC, a California limited liability company

By: HFH Ltd., a California limited Partnership, its sole member

By _____
Andrew Getz, General Partner

BUILD West Oakland, LLC, a California limited liability company

By: BRIDGE Urban Infill Land Development LLC, a Delaware limited liability company, its sole member

By: BRIDGE Infill Development, Inc., a California corporation, its Manager

By: _____
Carol Galante, President

PCL Associates, LLC,
a Delaware limited liability company

By: _____
Richard M. Holliday, Manager

Pulte Home Corporation, a Michigan corporation

By: _____
Name and Title: _____

14th Street Associates,
a California limited partnership

By: BRIDGE Tower LLC, a limited liability company, its general partner

By: Northpoint Housing, Inc., a California nonprofit public benefit corporation, manager/member

By: _____
Carol Galante, President

Redevelopment Agency of the City of Oakland,
a community redevelopment agency organized and existing under the California Community Redevelopment Law

By: _____
Agency Administrator

Approved as to form and legality:

By: _____
Agency Counsel

STATE OF CALIFORNIA)
)
COUNTY OF)

On _____, 20__ before me, _____, Notary
Public, personally appeared _____, personally
known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

Property Description

The following real property located in the City of Oakland, County of Alameda, State of California described as follows:

Parcel D as shown on Parcel Map 8066, filed December 2, 2002 in Book 268 of Parcel Maps, Pages 50 through 52, Alameda County Records.

Excepting therefrom all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by Grantee, its successors or assigns; provided, however, that Grantor, its successors and assigns, shall not conduct any mining activities of whatsoever nature above a plane five hundred feet (500') below the surface of the Property, as reserved by &Union Pacific Railroad Company in the Grant Deed recorded December 15, 2000 as Instrument No. 20000366393 of Official Records.

EXHIBIT I
FORM OF ADDENDUM TO COST SHARING AGREEMENT

This Addendum to Cost-Sharing Agreement is executed as of _____, 200_ by _____ ("**Agency Parcel Purchaser**") in connection with that certain Cost Sharing Agreement dated August __, 2008 (the "**Cost Sharing Agreement**") by and among Central Station Land LLC, a California limited liability company, HFH Central Station Village LLC, a California limited liability company, PCL Associates, LLC a Delaware limited liability company, BUILD West Oakland LLC, California limited liability company, 14th Street Associates, a California limited partnership, Pulte Home Corporation, a Michigan Corporation, and The Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law ("**Agency**"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Cost Sharing Agreement. A copy of the Cost Sharing Agreement is attached to this Addendum.

Agency Parcel Purchaser acquired from Agency [a ground leasehold interest in] [fee title to] the Agency Parcel on _____. 200_ (the "**Acquisition Date**"). Agency Parcel Purchaser hereby acknowledges and agrees for the benefit of the Parties to the Cost Sharing Agreement to perform each and every obligation of Agency Parcel Owner set forth in the Cost Sharing Agreement, and acknowledges and agrees that, as of the Acquisition Date, Agency Parcel Purchaser is a Party to the Cost Sharing Agreement. Agency Parcel Purchaser further acknowledges that Agency Parcel Purchaser and the Agency Parcel is bound by and is subject to the Memorandum and Agreement Concerning Cost Sharing Agreement dated August __, 2008 recorded _____, 2008 as instrument no. _____ in the Official Records of Alameda County, California.

For all purposes of the Cost-Sharing Agreement, Agency Parcel Purchaser's address for notices is: [TO BE ADDED.]

This Addendum to Cost Sharing Agreement has been executed by Agency Parcel Purchaser, delivered to the other Parties and incorporated into the Cost Sharing Agreement as of the date first written above.

[INSERT SIGNATURE BLOCK FOR AGENCY PARCEL PURCHASER]

September 26, 2008 WSZD Cost Sharing Agreement

Parties to the Agreement

- Central Station Land LLC
- HFH Central Station Village LLC
- BUILD West Oakland, LLC
- PCL Associates, LLC
- 14th Street Associates, LP
- Redevelopment Agency of the City of Oakland
- Pulte Home Corporation

Recital B

“The City of Oakland (the "City") approved the District to allow development of the Parcels in accordance with Oakland Municipal Ordinances # 12673 and 12674 (together, the "Ordinance"), the Conditions of Approval (the "Conditions"), and a set of Vesting Tentative Parcel Maps, VTPM 8551, VTPM 8552, VTPM 8553, VTPM 8554, and **VTPM 8555** (collectively, the "Maps") (collectively, the Ordinance, the Conditions and the Maps are referred to as the "Approvals”).”

- *Holliday Notes:*
 - VTPM 8555, which includes Development Areas 7 and 8, is subject to this agreement.

Recital D

“The Approvals (specifically items numbered 78, 80, and 81 of the Conditions) set forth certain requirements to determine which of the Parties (identified as "Project Sponsors") **would be responsible for the construction of each of the Improvements**. In this Agreement, the Party determined to be responsible for the construction of the Improvements at a particular Locale pursuant to the Approvals shall be referred to as the "Managing Party" for that particular Locale.”

- *Holliday Notes:*
 - The 2008 Cost Sharing Agreement states explicitly that the WSZD COA’s dictate which party is responsible for the *construction* of the Improvements.
 - COA 78 outlines Improvements for VTPM 8551. Does not speak to cost responsibility.
 - COA 80 outlines Improvements for VTMP 8553. Does not speak to cost responsibility.
 - COA 81 outlines Improvements for VTMP 9554. Does not speak to cost responsibility.

Recital F

“Each Party is developing an independent development project on its respective Parcel. The Parties are entering into this Agreement solely to facilitate a collaborative process of designing, constructing and paying for the Improvements. **The Parties intend this Agreement to memorialize procedures for sharing costs in this context.**”

- *Holliday Notes:*
 - The 2008 Cost Sharing Agreement states explicitly that the purpose of the document is to memorialize cost sharing procedures for the Improvements.

September 26, 2008 WSZD Cost Sharing Agreement

Recital G

“The Agency purchased a parcel located on the block bounded by Wood Street, Frontage Road, 18th Street, and 20th Street (the "Agency Parcel") on March 27, 2008. The Agency intends to initiate a public Request for Proposals ("RFP") with respect to the Agency Parcel, and convey the Agency Parcel or some possessory interest in the Agency Parcel for affordable housing development to the development entity chosen through the RFP process (the "Agency Parcel Purchaser"). As a condition of such conveyance, the Agency intends to require the Agency Parcel Purchaser to take title to the Agency Parcel subject to the obligations of this Agreement and to enter into this Agreement as a Party. **The Agency and the Parties further intend that all rights and obligations under this Agreement which relate to the Agency Parcel shall be covenants running with the Agency Parcel and shall be binding upon and inure to the benefit of the Agency Parcel Purchaser or any person or entity other than Agency who succeeds to the ownership of the Agency Parcel (Agency Parcel Purchaser or any other such owner being an "Agency Parcel Owner").** In anticipation of such conveyance, Agency has executed, acknowledged and delivered to the Parties a Memorandum and Agreement Concerning Cost Sharing Agreement in the form attached hereto as Exhibit H (the "Agency Parcel Memorandum") Any person or entity acquiring the Agency Parcel shall become a "Party" for all purposes of this Agreement.”

- *Holliday Notes:*
 - The 9/26/2008 Cost Sharing Agreement does not detail the specific cost sharing provisions for VTPM 8555, but it specifies that the current and future owners of the Agency Parcel – Development Area 7 – shall be party to the 9/26/2008 Cost Sharing Agreement.

ATTACHMENT

D

**CITY OF OAKLAND
TENTATIVE MAP NOTES:**

FINAL MAPS
FINAL MAPS FOR THIS TENTATIVE PARCEL MAP (VPM) ARE PROPOSED TO BE PHASED, AT THE APPLICANT'S OPTION, TO PERMIT REVISIONS OF THE FINAL MAP PER PARCEL. NO FINAL MAP SHALL BE RECORDED UNLESS A FINAL MAP DEVELOPMENT PLAN HAS BEEN APPROVED BY THE CITY FOR THE PROPERTY SUBJECT TO THE FINAL MAP.

LANDMARKS, INFRASTRUCTURE AND PUBLIC FACILITIES

MUNICIPAL CODE SECTION 14B.020 STATES THAT A TENTATIVE MAP SUBMITTED TO THE CITY SHALL SHOW EACH OF THE FOLLOWING ITEMS:

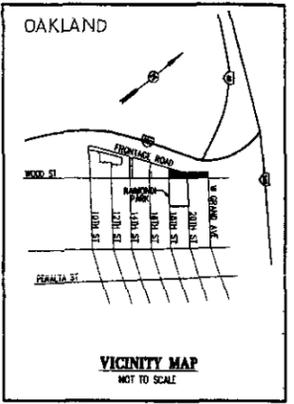
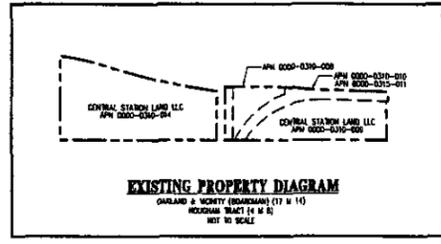
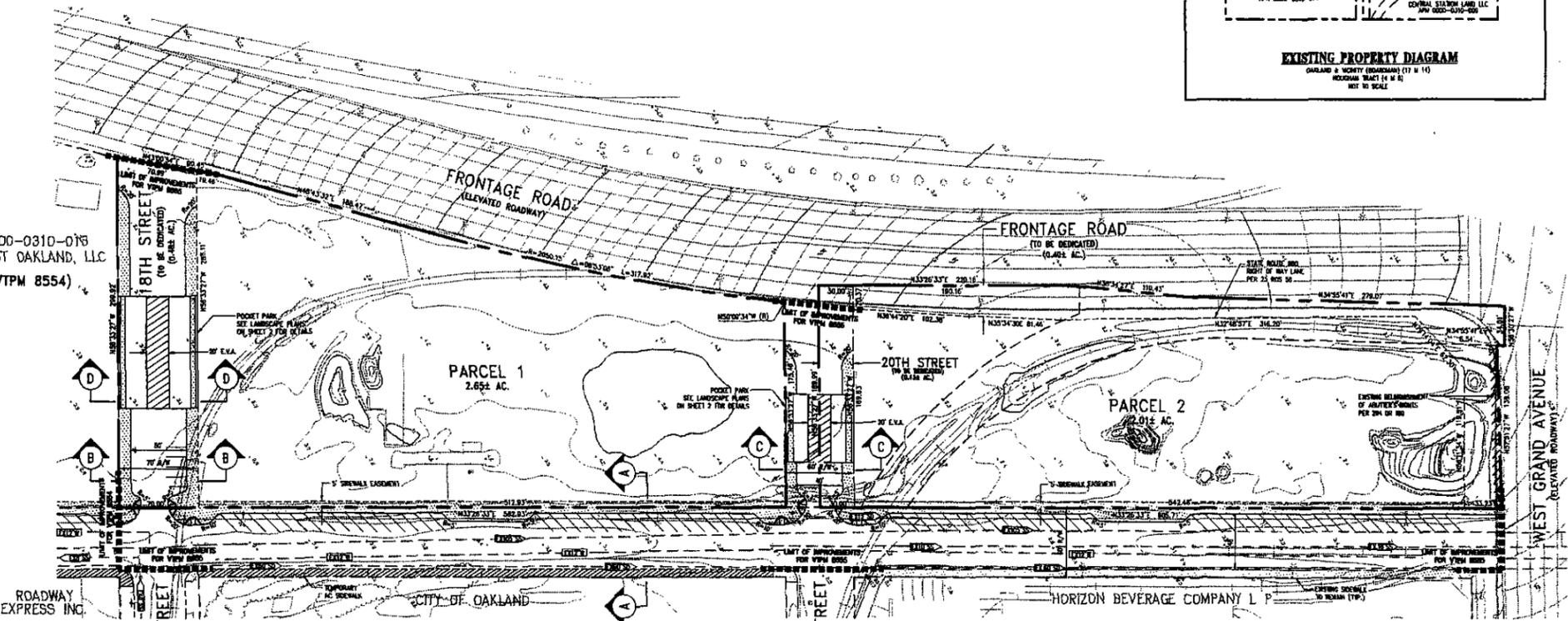
1. THE LOCATION, WIDTH AND NAMES OF ALL EXISTING OR PLANNED STREETS OR OTHER PUBLIC WAYS WITHIN OR ADJACENT TO THE TRACT, EXISTING PERMANENT BUILDINGS, BASEMENT BIRTH-OF-WAY AND OTHER IMPORTANT FEATURES SUCH AS TRENCH, UNDERGROUND LINES OR UTILITIES, LOTS AND WATERCOURSES OR OTHER PHYSICAL FEATURES AS SHOWN ON THIS MAP.
2. THE TRACT NUMBER OR NUMBER OF ADJACENT SUBDIVISIONS OR THE NUMBER OF RECORDS SHOWING ADJACENT PARCELS OF UNDIVIDED LAND AS SHOWN ON THIS MAP.
3. CURBS, SEWERS, CULVERTS OR OTHER UNDERGROUND STRUCTURES WITHIN THE TRACT AND IMMEDIATELY ADJACENT THERETO WITH PIPE SIZES, GRADES AND LOCATIONS INDICATED AS SHOWN ON THIS MAP.
4. CONTIGUOUS WITH INTERVALS OF THE FEET OR LESS, REFERRED TO CITY DATUM AS SHOWN ON THIS MAP.
5. THE LAYOUT, NAMES AND PROPOSED WIDTHS OF STREETS, ALLEYS AND EASEMENTS AS SHOWN ON THIS MAP.
6. ALL PARCELS OF LAND INTENDED TO BE RECORDED FOR PUBLIC USE OR REVENUE FOR THE USE OF PROPERTY SUBJECT TO THIS MAP.
7. THE NORTH POINT, SCALE AND DATE AS SHOWN ON THIS MAP.
8. THE LAYOUT, NUMBERS AND APPROPRIATE DIMENSIONS OF PROPOSED LOTS AS SHOWN ON THIS MAP.
9. THE NUMBER OF EACH STREET WITH TENTATIVE GRADES.
10. SHOWN STATEMENT BY SUBDIVIDER INDICATING ADEQUATE STREET CLOSING, PAVING, CURBS, SIDEWALKS AND STORM, SANITARY AND OTHER IMPROVEMENTS PROPOSED TO BE CONSTRUCTED.
11. THE CROSS-SECTIONS OF PROPOSED STREETS SHOWING THE WIDTH OF ROADWAY, LOCATION AND WIDTH OF SIDEWALKS AS SHOWN ON THIS MAP.
12. A PLAN AND PROFILE OF PROPOSED SANITARY, STORM WATER OR COMBINED SEWER AND OTHER PUBLIC UTILITIES, WITH GRADE AND SIZES INDICATED.
13. STATEMENT OF RESTRICTIONS TO BE IMPOSED BY SUBDIVIDER AS TO USE OR OCCUPANCY OF LAND, BUILDING SETBACK, YARD AREAS, VALUE OF CONSTRUCTION AND ANY OTHER RESTRICTIONS.
14. ANY REQUIRED DATA WHICH IT IS IMPROBABLE OR IMPRACTICAL TO PLACE UPON THE TENTATIVE MAP SHALL BE SUBMITTED IN WRITING WITH THE MAP.

EACH OF THESE ITEMS, TO THE EXTENT THEY PERTAIN TO ABOVE GROUND, OFFICE INFRASTRUCTURE AND IMPROVEMENTS RELATED TO THE VPM WITH THE EXCEPTION OF INFRASTRUCTURE IMPROVEMENTS ALONG ROADS, SHALL BE THE FRONTAGE OF THE WOOD STREET ZONING DISTRICT, AND TO THE EXTENT THEY PERTAIN TO IMPROVEMENTS IN EXISTING AND PROPOSED PUBLIC UTILITIES WITHIN THE SUBJECT VPM, ARE SPECIFIED ON THE ACCOMPANYING SHEETS.

WITH RESPECT TO OTHER INFRASTRUCTURE AND IMPROVEMENTS, THESE ITEMS ARE CONSIDERED DEPENDENT ON THE ACCOMPANYING SHEETS. ANY DEPENDENT AND CONCEPTUALLY DEPENDENT ITEMS IN THE WOOD STREET ZONING DISTRICT, THE PRECISE DETAILS OF HOW THESE FACILITIES WILL BE IMPLEMENTED, SIZED OR BUILT WILL BE ACCORDING TO THE FOLLOWING STANDARDS:

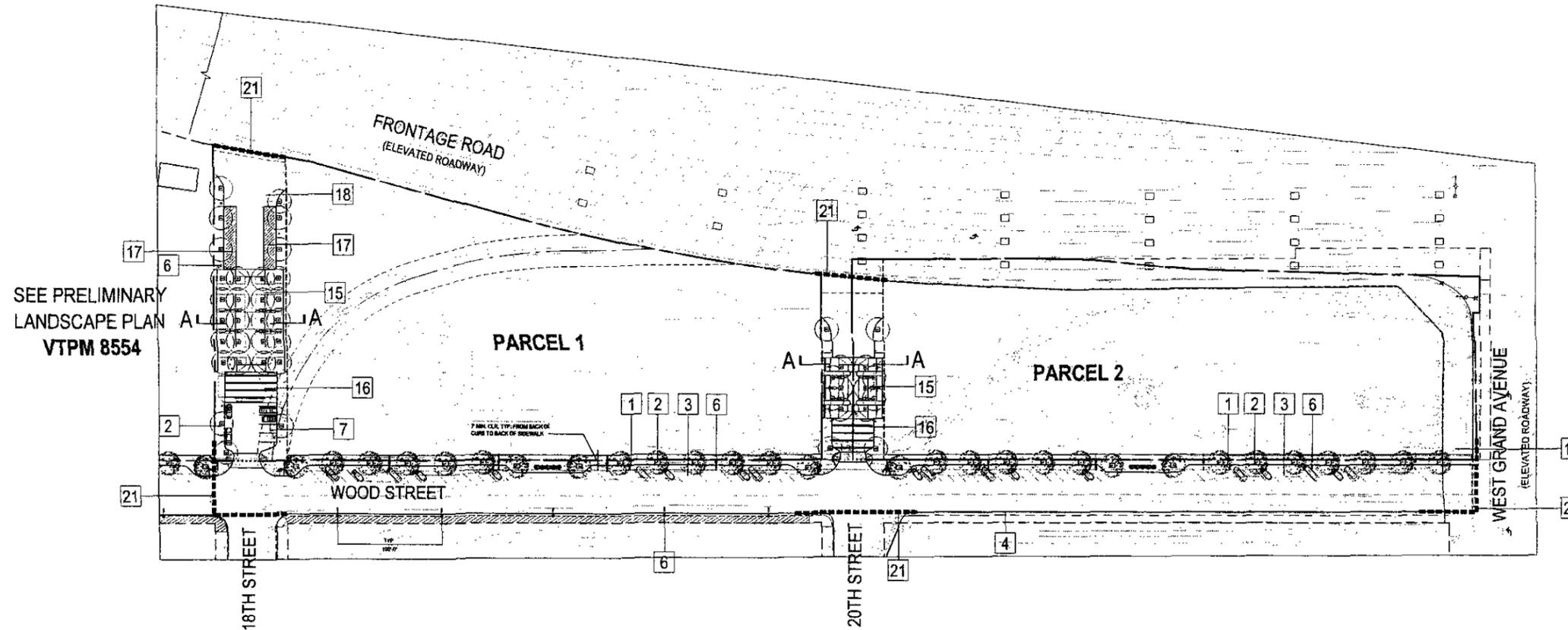
- A. ALL FACILITIES WILL BE CONSISTENT WITH THE WOOD STREET ZONING DISTRICT ZONING STANDARDS, ORDINANCES AND REGULATIONS FOR DEVELOPMENT AND USE OF PROPERTY WITHIN THE WOOD STREET ZONING DISTRICT, AS ADOPTED BY THE CITY PURSUANT TO THE APPLICANT'S REQUEST AND THE CITY OF OAKLAND STANDARDS AS APPLICABLE.
- B. ALL FACILITIES WILL BE CONSISTENT WITH ONE OR MORE FINAL DEVELOPMENT PLANS FOR ALL OR PORTIONS OF THE AREA ENCOMPASSED BY THE SUBJECT VPM, AS SUCH FINAL DEVELOPMENT PLANS HAVE BEEN APPROVED BY THE CITY PRIOR TO REVISION OF THE FINAL MAP.
- C. STORM WATER MANAGEMENT FACILITIES AND UNDERDRAIN FACILITIES WILL BE CONSTRUCTED ACCORDING TO THE PUBLISHED STANDARDS OF THE CITY OF OAKLAND RELATIVE TO SUCH FACILITIES AND ACCORDING TO THE ADOPTED C.I. STANDARD SPECIFICATIONS, TENTATIVE 2008.
- D. WATER FACILITIES WILL BE CONSTRUCTED ACCORDING TO THE PUBLISHED STANDARDS OF THE EAST BAY MUNICIPAL UTILITY DISTRICT RELATIVE TO SUCH FACILITIES.
- E. COMMUNICATION FACILITIES (SUCH AS ACCOMMODATIONS FOR TELEVISION CABLE, TELEPHONE LINES, FIBER OPTIC LINES AND/OR DATA LINES) WILL BE SIZED AND BUILT ACCORDING TO THE PUBLISHED STANDARDS OF THE CITY OF OAKLAND AND ANY APPLICABLE ORDINANCES OR REGULATIONS WITH THE RELEVANT COMMUNICATION SERVICE PROVIDER (SUCH AS COMCAST, LEVEL 3, SBC) THAT APPLY TO THE SUBJECT VPM.
- F. STREETSCAPES AND LANDSCAPING WILL USE TREES FROM OAKLAND'S PUBLISHED TREE LIST AS IT APPLIES TO THE SUBJECT VPM.
- G. PRIOR TO THE ISSUANCE OF CERTIFICATE OF OCCUPANCY FOR DEVELOPMENT OF EACH PARCEL, THE PROJECT SPONSOR OF PARCEL 1 SHALL, CONCURRENTLY OR PRIOR, THE CONSTRUCTION OF IMPROVEMENTS TO WOOD STREET, FROM 18TH STREET TO 20TH STREET, WITH STREET CLOSING PRECEDED BY PARCELS 1 & 2 OF MAP 8555, AND WOOD STREET IF NEEDED FOR ACCESS. THE PROJECT SPONSOR OF PARCEL 1 SHALL CONSTRUCT OR CAUSE TO BE CONSTRUCTED PUBLIC IMPROVEMENTS TO WOOD STREET, FROM 20TH STREET TO WEST CHINA AVENUE, AND 20TH STREET, IF NOT ALREADY INSTALLED BY PROJECT SPONSOR OF PARCEL 1, EXCEPT AS OTHERWISE PROVIDED IN THIS CONVEYANCE. THE STREET IMPROVEMENTS REFERRED TO IN THIS CONVEYANCE INCLUDE COMPLETE STREET WITH CURB, CUTTER, SIDEWALK AND INSTALLATION OF UTILITIES IN ACCORDANCE WITH THE STANDARDS OF THE CITY OF OAKLAND TO THE LIMITS SHOWN ON THIS MAP. SIDEWALKS ON THE OPPOSITE SIDE OF WOOD STREET ZONING DISTRICT PRINCIPAL STREETS (I.E. OUTSIDE THE DISTRICT) WILL SET MINOR REPAIRS ONLY.
- H. EASEMENTS OR FACILITIES MAY BE REQUIRED TO BE CONFORMED, SIZED OR BUILT TO SERVE OTHER MAPS WITHIN THE WOOD STREET ZONING DISTRICT OTHER THAN THE SUBJECT VPM. RECONSTRUCTION AND/OR THE OWNERS OF SUCH PROPERTY SHALL BE AS THEY AGREE.
- I. OFFICE EASEMENTS OR FACILITIES TO SERVE THE SUBJECT VPM SHALL BE AS SHOWN IN THE FINAL DEVELOPMENT PLAN FOR THE SUBJECT VPM, BUT MAY BE RELOCATED OR OTHERWISE CHANGED UPON DEVELOPMENT OF THE OFFICE PARCEL. NO EASEMENTS OR FACILITIES WILL BE REQUIRED EXCEPT TO SERVE OFFICE DEVELOPMENT FOR WHICH A FINAL DEVELOPMENT PLAN HAS NOT BEEN APPROVED BY THE TIME OF APPROVAL OF THE FINAL MAP FOR THE SUBJECT VPM.
- J. A CROSS ACCESS EASEMENT WILL BE GRANTED BY PARCEL 1 TO PARCEL 2 TO ACCESS 18TH STREET BASED ON THE PRELIMINARY (FINAL) DEVELOPMENT PLAN.
- K. UTILITY EASEMENTS WILL BE GRANTED AS NECESSARY BASED ON THE PRELIMINARY (FINAL) DEVELOPMENT PLAN.

APN 0000-0310-019
BUILD WEST OAKLAND, LLC
(SEE VPM 8554)

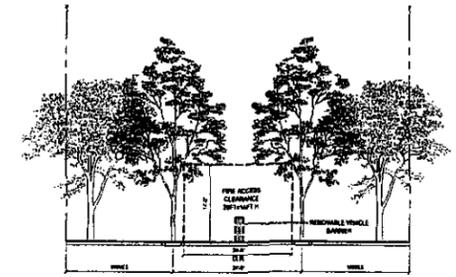


GENERAL NOTES:

1. OWNER/APPLICANT: CENTRAL STATION LAND LLC, 200 PARK AVENUE, SUITE 300, EMERYVILLE, CA 94608
2. ENGINEER: CAROLAN BARBER & ASSOCIATES, INC., 8111 DELGADO AVENUE, SUITE 150, SAN RAFAEL, CA 94903
3. SOILS ENGINEER: GEORGE W. COLLIER, 2100 WILSON STREET, 12TH FLOOR, OAKLAND, CA 94612
4. SURVEYING ENGINEER: AERIAL PHOTOGRAPHY COMPLETED BY: AERIAL PHOTOGRAPHY, 655 CLAYBURN STREET, SAN RAFAEL, CA 94901
5. RECORDING: CITY OF OAKLAND BENCHMARK BEING A STANDARD STREET BENCHMARK AT 18TH STREET AND WOOD STREET, LOCATED 5.1 FEET NORTH OF THE CENTERLINE OF 18TH STREET AND 12.25 FEET EASTERN OF THE WEST PROPERTY LINE OF WOOD STREET. (ELEVATION = 2.00 FEET CITY OF OAKLAND DATUM)
6. BASIS OF BENCHMARK: THE BENCHMARK NORTH 125°52'15" EAST ALONG WOOD STREET BETWEEN FRONTAGE ROAD AND THE INTERSECTION OF 18TH STREET AND 20TH STREET AS SHOWN ON PARCEL MAP 8554. FIELD IN BOOK 208 OF PARCEL MAPS, PAGES 20 THROUGH 22, ALAMEDA COUNTY RECORDS, WAS USED AS THE BASIS OF BENCHMARK FOR THIS MAP.
7. APNs: 0000-0310-019, 0000-0310-020, 0000-0310-021, 0000-0310-022, 0000-0310-023, 0000-0310-024, 0000-0310-025, 0000-0310-026, 0000-0310-027, 0000-0310-028, 0000-0310-029, 0000-0310-030, 0000-0310-031, 0000-0310-032, 0000-0310-033, 0000-0310-034, 0000-0310-035, 0000-0310-036, 0000-0310-037, 0000-0310-038, 0000-0310-039, 0000-0310-040, 0000-0310-041, 0000-0310-042, 0000-0310-043, 0000-0310-044, 0000-0310-045, 0000-0310-046, 0000-0310-047, 0000-0310-048, 0000-0310-049, 0000-0310-050, 0000-0310-051, 0000-0310-052, 0000-0310-053, 0000-0310-054, 0000-0310-055, 0000-0310-056, 0000-0310-057, 0000-0310-058, 0000-0310-059, 0000-0310-060, 0000-0310-061, 0000-0310-062, 0000-0310-063, 0000-0310-064, 0000-0310-065, 0000-0310-066, 0000-0310-067, 0000-0310-068, 0000-0310-069, 0000-0310-070, 0000-0310-071, 0000-0310-072, 0000-0310-073, 0000-0310-074, 0000-0310-075, 0000-0310-076, 0000-0310-077, 0000-0310-078, 0000-0310-079, 0000-0310-080, 0000-0310-081, 0000-0310-082, 0000-0310-083, 0000-0310-084, 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SEE PRELIMINARY
LANDSCAPE PLAN
VTPM 8554



SECTION A-A
Scale: 1"=10'-0"

KEY NOTES

1. NEW CURB LINE
2. NEW STREET TREES
3. NEW ON-STREET DIAGONAL PARKING
4. EXISTING CURB LINE
5. FUTURE STREET TREES BY OTHERS
6. NEW STREET LIGHTS
7. PERPENDICULAR PARKING
8. PARALLEL PARKING
9. NEW CROSSWALK
10. NEW SIDEWALK
11. EXISTING SIDEWALK TO REMAIN
12. FUTURE SIDEWALK BY OTHERS
13. (NOT USED)
14. EXISTING STREET LIGHTS TO REMAIN AT FRONTAGE ROAD
15. EVA - POCKET PARK, EMERGENCY VEHICLE, PEDESTRIAN AND BICYCLE ACCESS ONLY. NO THROUGH TRAFFIC
16. REMOVABLE VEHICLE BARRIER, EMERGENCY ACCESS ONLY
17. LOADING ZONE
18. TURN-A-ROUND, NO PARKING ZONE
21. LIMIT OF IMPROVEMENT LINE
22. LINE OF EXISTING BUILDING
23. EXISTING CURB-OUT

PRELIMINARY LANDSCAPE PLAN
VESTING
TENTATIVE PARCEL MAP 8555

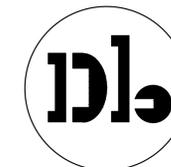
CITY OF OAKLAND COUNTY OF ALAMEDA CALIFORNIA

SCALE: 1"=40'
DATE: MARCH 9, 2005
JOB NO. 1220-00

Pyatok Architects Inc.
architecture-planning-research

SHEET NUMBER
2

2121 Wood Street



David Baker Architects
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Issuances

Description	Date
Planning Set	04/10/2020

Revisions	
Rev.	Date

Rev.	Description	Date

Rev.	Description	Date

Rev.	Description	Date

Rev.	Description	Date

Rev.	Description	Date

Rev.	Description	Date

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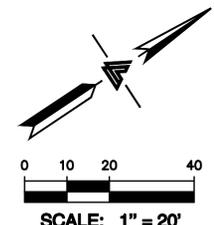
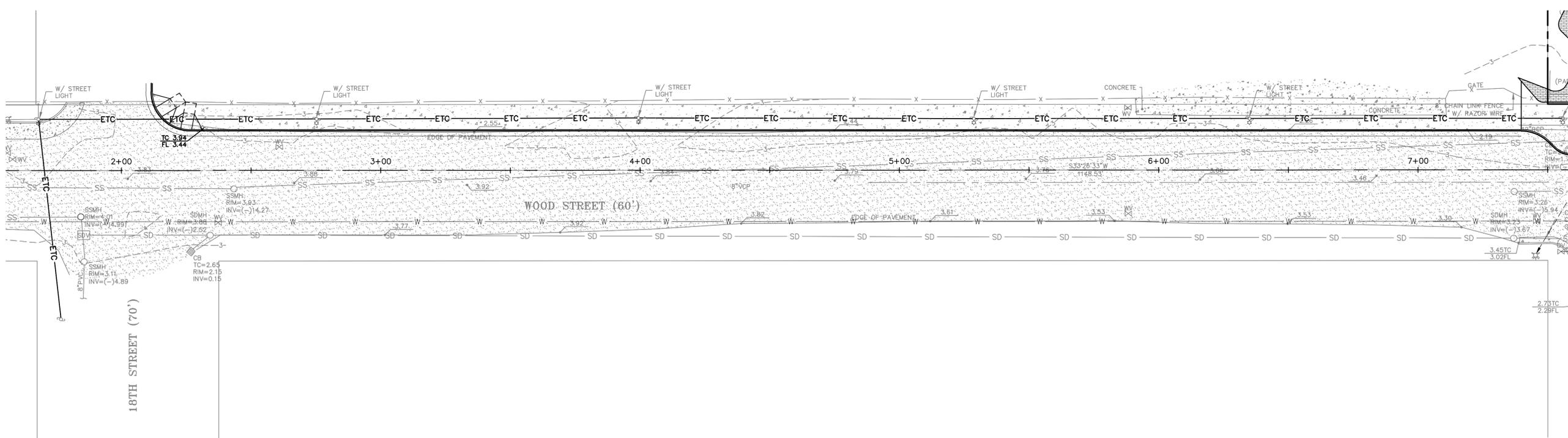
Rev.	Description	Date

Rev.	Description	Date

Rev.	Description	Date

Rev.	Description	Date

Rev.	Description	Date



Set Title
PLANNING SET

Drawing Title
PRELIMINARY GRADING & DRAINAGE PLAN

Sheet No.
C-2.2

Date: 04/10/2020
Project No.: 91133

