

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:	1) 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; 2) Parking Variance to relocate 218 required parking spaces to adjacent off-site locations.
Owner:	Central Station Land, LLC
Applicant:	Mark Trainer – (510)588-5136
Case File Number:	PLN14-262-PUDF01-R02
Planning Permits Required:	1) 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; 2) Minor Variance to relocate 218 required parking spaces to adjacent off-site locations.
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 December 16, 2020 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 18 months from May 2020).
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 project on December 3, 2014. The entitlements were extended through December 3, 2020 and further extended by automatic State time extension for 18

months from May 2020. The Project applicant, Central Station Land LLC, is requesting for: 1) Reconsideration and Modification of Condition of Approval (COA) #82 of VTPM8555 requiring public improvements associated with 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; and 2) Minor Variance to relocate 218 required parking spaces to adjacent off-site locations (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 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, while the proposed relocation of 218 parking spaces to adjacent locations under separate ownership, would require a Minor Variance to Planning Code Section 17.116.170, which requires that required parking be located on the same site of the facility served.

The Planning Commission discussed the project at their December 16, 2020 meeting and continued the item to January 20, 2021 to give the applicant and the City additional opportunity to sort out issues pertaining to COA#82 of VTPM8555, which requires the first developer within each parcel map area of the Wood Street Project to install all the required public improvements for the development areas encompassed by that parcel map. 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). The adjacent under-freeway spaces present an excellent opportunity to put those underutilized spaces to good use as parking spaces while freeing up the two-level onsite parking garage spaces for other uses. Staff therefore supports the Minor Variance to relocate 218 parking spaces from the subject site to those spaces.

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

1. Consistent with Staff's initial position, 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".
2. Modify COA #82 of VTPM8555 to still require the developer of Development Area 8, if it is developed first, to build out the public improvements within the public right of way fronting both parcels in Development Areas 7 and 8, but establish that a Cost-Sharing Agreement would be entered into between the two parties based on reasonable considerations of the background

including the overall Wood Street COAs, Site Acquisition Disclosures, Affordability/Market Rate, etc.

3. Modify COA #82 of VTPM8555 to specify that the developers of Development Areas 7 and 8 would only be responsible for constructing the frontage improvements adjacent to their own parcels.
4. Require any other solution the Commission may deem appropriate.

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 Maps for all the development areas. Simply put, these conditions require the first developer within each parcel map area to install all the required public improvements for the development areas encompassed by that parcel map.

The subject parcel, 2121 Wood Street (Parcel 2 of VTPM No. 8555 – i.e. Development Area 8), is adjacent to a City-owned vacant parcel (Parcel 1 of VTPM No. 8555 – i.e. Development Area 7) currently under an ENA for affordable housing. Pursuant to the COA above, the “Parcel 2” developer is required to build out the public improvements and utilities along both parcels. The approval states that whichever parcel is developed first is required to build out the public improvements within the public right of way fronting both parcels in Development Areas 7 and 8.

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. There is already a model for such an agreement with the 20th Street Pocket Park Cost Sharing 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 on Development Area 7. There is only a conceptual design for this adjacent site to date. Inevitably, that design will evolve as it moves through the approval process. As the commissioners noted during their meeting on December 16th, the construction of either adjoining parcel will cause significant damage to the new frontage improvements and require them to be re-built;
2. Revise the condition such that Development Areas 7 and 8 are responsible for the frontage improvements in front of their own parcels.

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 subject Condition of Approval #82 of VTPM No. 8555 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 City of Oakland Planning and OakDOT staff’s initial position was to only recommend a partial modification of COA #82 of VTPM8555 to relieve the applicant of the responsibility to extend sewer utilities to the adjacent Development Area 7, but that the rest of this COA should be kept “as is”. This is because 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.

The 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 7) 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 7 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 7. Affordable housing generally is much more difficult to finance than market-rate housing. Any increase in the cost of public improvements assigned to Parcel 7 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 7.

Parking Variance to relocate some required parking spaces to adjacent off-site locations

The project was originally granted a parking variance in 2014 to allow 239 off-street onsite parking spaces where 279 spaces were required. The applicant proposes to move 218 of the parking spaces to adjacent off-site locations under freeway overpasses next to the subject property. Since Planning Code section 17.116.170 requires onsite parking, a Minor Variance would be required to allow the proposed relocation of the required parking spaces to off-site locations under separate ownership. In such instances, an agreement between both owners that guarantees the off-site parking will be maintained and reserved for the duration of the project must be approved by the City Attorney and recorded on the properties. The applicant now requests a minor variance, under Planning Code Section 17.148.020 to allow the project to take advantage of this provision. The applicant would secure these spaces from CALTRANS under a 40-year lease agreement if the proposed variance is approved. The findings for the minor variance is attached as *Attachment A*.

Staff has no issues with this arrangement and fully supports it, provided there is sufficient provision to accommodate all the parking spaces at the subject site in the future as proposed by the applicant in the form of onsite stacking parking lifts. This ensures there would be a clear pathway to providing the required off-street parking at the subject site at the end of the term of the lease or in the situation the lease is prematurely terminated (see *Attachment C* for details).

CONCLUSION:

Staff supports granting the parking variance to relocate 218 parking spaces to the adjacent off-site under-freeway locations because it not only frees up space within the proposed new structure for other uses, but it also provides more off-street parking spaces than required, and puts the underutilized adjacent spaces under the surrounding freeway overpasses to good use and improves the overall visual appearance of the immediate surroundings of the subject site.

Staff however initially advocated only a partial modification of COA #82 of VTPM8555 to relieve the applicant of the responsibility to extend sewer utilities to the second-phase development area. A further change in COA #82 could potentially alter the physical project as studied in the Wood Street EIR. If not executed as conceived, there could be gaps in the public infrastructure if the development areas are not connected as envisioned.

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

1. Consistent with Staff's initial position, 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".
2. Modify COA #82 of VTPM8555 to still require the developer of Development Area 8, if it is developed first, to build out the public improvements within the public right of way fronting both parcels in Development Areas 7 and 8, but establish that a Cost-Sharing Agreement would be entered into between the two parties based on reasonable considerations of the background including the overall Wood Street COAs, Site Acquisition Disclosures, Affordability/Market Rate, etc.
3. Modify COA #82 of VTPM8555 to specify that the developers of Development Areas 7 and 8 would only be responsible for constructing the frontage improvements adjacent to their own parcels.
4. Require any other solution the Commission may deem appropriate.

The proposed 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 is an appropriate development for the Wood Street Zoning District (D-WS) of West Oakland. The project is consistent with the development standards of the D-WS land use regulations of the Oakland Planning Code. The proposed Staff recommendation would not change the physical project or result in new or more severe environmental impacts beyond those identified in the Wood Street Project Environmental Impact Report (2005), and therefore no subsequent or supplemental environmental review is warranted under CEQA Guidelines sections 15162 and 15164. The site plan, building designs, layout, heights, materials, colors, open areas, landscaping, and the internal circulation of the project work as a cohesive whole that is appropriate for the subject site. Staff believes that this project will serve as a catalyst for further development within the Wood Street Project area and eventually lead to the rehabilitation and reuse of the 16th Street Train Station and Plaza.

RECOMMENDATIONS:

As noted above, the Project is still in conformance with the General Plan’s goals and policies and Planning Code. The adjacent under-freeway spaces present an excellent opportunity to put those underutilized and often blighted spaces to good use as parking spaces while freeing up the two-level onsite parking garage spaces for other uses. Staff recommends approval of the variance.

Regarding the applicant’s request to modify COA #82 of VTPM8555, Staff proposes the following options for the Planning Commission to consider:

1. Consistent with Staff’s initial position, 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”;
2. Modify COA #82 of VTPM8555 to still require the developer of Development Area 8, if it is developed first, to build out the public improvements within the public right of way fronting both parcels in Development Areas 7 and 8, but establish that a Cost-Sharing Agreement would be entered into between the two parties based on reasonable considerations of the background including the overall Wood Street COAs, Site Acquisition Disclosures, Affordability/Market Rate, etc.;
3. Modify COA #82 of VTPM8555 to specify that the developers of Development Areas 7 and 8 would only be responsible for constructing the frontage improvements adjacent to their own parcels;
4. Require any other solution the Commission may deem appropriate.

Prepared by:

Maurice B Addow

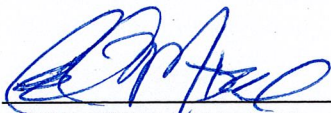
MAURICE BRENYAH-ADDOW - Planner IV

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.** Proposed Parking Variance Exhibits
 - D.** Public Improvement Exhibits

ATTACHMENT A: FINDINGS & ADDITIONAL CONDITIONS OF APPROVAL

This proposal meets all the required findings under the Minor Variance criteria found in Section 17.148.050 of the Oakland Planning Code (OMC Title 17) as set forth below and which are required to approve your application. Required findings are shown in normal type; reasons your proposal satisfies them are shown in **bold type**.

See Attachment B: PLN14-262-PUDF01 Staff Report and Approval Letter for previous Findings

SECTION 17.148.050

MINOR VARIANCE FINDINGS:

- 1) That strict compliance with the specified regulation would result in practical difficulty or unnecessary hardship inconsistent with the purposes of the Zoning Regulations, due to unique physical or topographical circumstances or conditions of design; or, as an alternative in the case of a Minor Variance, that such strict compliance would preclude an effective design solution improving the livability, operational efficiency, or appearance.

The proposed Minor Variance is pursuant to Section 17.116.170 which states that Parking spaces for any Residential or Commercial Activity have to be located on the same lot as the activity served, and further subject to the provisions of Section 17.116.180 which states “Whenever, pursuant to Section 17.116.170, any required off-street parking or loading facilities are located on a lot other than the lot containing the activity served, the owner or owners of both lots shall prepare and execute to the satisfaction of the City Attorney, and file with the Alameda County Recorder, an agreement guaranteeing that such facilities will be maintained and reserved for the activity served, for the duration of said activity.

The current parking arrangement involves a two-level enclosed parking podium as well as some surface parking. The current proposal to relocate 218 parking spaces to adjacent locations not only frees up the two-level parking podium for repurposing as additional housing and commercial uses, but also, it now allows the project to provide all the required and even extra parking spaces whereas the original approval involved a variance to allow 239 off-street parking spaces where 279 spaces were required. The variance also allows the abutting underutilized spaces under the freeway ramps to be put to a more productive use such as surface parking and improve the visual appearance of the often-blighted spaces under freeways overpasses. Strict compliance with the onsite requirement for onsite parking alone for this project, given the opportunity to utilize the available adjacent resources, would preclude an effective design solution improving the livability and operational efficiency of the proposed development.

Granting the variance allows the project to swap the original parking variance that allowed fewer parking spaces with a variance that allowed more than required parking spaces for the site and the greater Wood Street District.

- 2) That strict compliance with the regulations would deprive the applicant of privileges enjoyed by owners of similarly zoned property; or, as an alternative in the case of a Minor Variance, that such strict compliance would preclude an effective design solution fulfilling the basic intent of the applicable regulation.

The variance procedure in the Planning Code allows for exceptions to be made where appropriate. Where it has been determined that any particular creative solution would be beneficial to the community, variances have been considered as avenues of achieving the greater goals of the community. Not granting the variance would preclude a superior design solution. The availability of more off street parking spaces than required also provide additional guest and business parking and serves as an effective solution to off-street parking demands for the entire Wood Street District. Minor parking variances have been granted to owners of similarly zoned properties, where warranted.

- 3) That the variance, if granted, will not adversely affect the character, livability, or appropriate development of abutting properties or the surrounding area, and will not be detrimental to the public welfare or contrary to adopted plans or development policy.

The variance will not adversely affect the character, livability, or appropriate development of abutting properties in any significant way, rather it puts underutilized spaces under freeway overpasses to productive use and improve their visual appearance.

- 4) That the variance will not constitute a grant of special privilege inconsistent with limitations imposed on similarly zoned properties or inconsistent with the purposes of the Zoning Regulations.

The variance will not constitute a grant of special privilege. Together with the conditions of approval, the site will be improved in accordance with the purposes of the Zoning Regulations. Lots with similar circumstances have been granted similar variances.

- 5) That the elements of the proposal requiring the variance (e.g. elements such as buildings, walls, fences, driveways, garages and carports, etc.) conform to the Regular Design Review criteria set forth in the design review procedure at Section 17.136.050. N/A
- 6) For proposals involving one or two residential dwelling units on a lot: That, if the variance would relax a regulation governing maximum height, minimum yards, maximum lot coverage or building length alongside lot lines, the proposal also conforms with at least one of the following criteria:

- a. The proposal, when viewed in its entirety will not adversely impact abutting residences to the side, rear or directly across the street with respect to solar access, view blockage and privacy to a degree greater than that which would be possible if the residence were built according to the applicable regulation and, for height variances, the proposal provides detailing articulation or other design treatments that mitigate any bulk created but the additional height;

There are no abutting residences to the locations of the proposed parking spaces. The under-freeway parking spaces will not adversely impact future abutting residences to the side, rear or directly across the street with respect to solar access, view blockage and privacy.

Or,

- b. over 60 percent of the lots in the immediate vicinity are already developed and the proposal does not exceed the corresponding as-built condition on these lots and, for height variances, the proposal provides detailing, articulation or other design treatments that mitigate any bulk created by that additional height. The immediate context shall consist of the five closest lots on each side of the project site plus the ten closest lots on the opposite side of the street; however, the Director of City Planning may make an alternative determination of immediate context based on specific site conditions. Such determination shall be in writing and included as part of any decision on any variance.

N/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 upon approval of this revision:

1. Impact Fees

The Project approved under Case File PLN14-262-PUDF01 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. Notice of Limitation of Use

Applicant shall file with the Alameda County Recorder and provide proof of filing to the City, a Notice of Limitation of Use, reviewed and approved by the City Attorney, that requires accommodation of all the parking spaces at the subject site as proposed by the applicant in the form of onsite stacking parking lifts to ensure there would be a clear pathway to providing the required off-street parking at the subject site at the end of the term of the lease or in the situation the lease is prematurely terminated.

When Required: Ongoing

Initial Approval: Planning & City Attorney

Monitoring/Inspection: Bureau of Building

3. Execution of Agreement

The applicant shall execute an agreement pursuant to Section 17.116.180 of the Oakland Planning Code which stipulates that whenever, pursuant to Section 17.116.170, any required off-street parking or loading facilities are located on a lot other than the lot containing the activity served, the owner or owners of both lots shall prepare and execute to the satisfaction of the City Attorney, and file with the Alameda County Recorder, an agreement guaranteeing that such facilities will be maintained and reserved for the activity served, for the duration of said activity.

When Required: 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 December 16, 2020. 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.

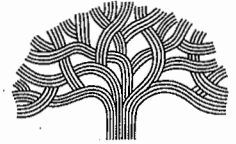
Signature of Owner/Applicant: _____ (date)

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
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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.

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**).

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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 airborne

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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.

- 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</p> <p>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: 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>	<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>	<p>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</p>	<p>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>

	<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.

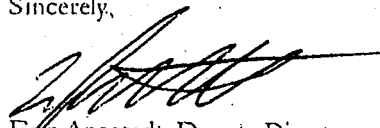
A consultant was hired by staff to calculate the fair share costs of funding these improvements. As shown in Table 2, attached, the Wood Street Sub-Area is responsible for \$162,196 of the intersection improvement costs.

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

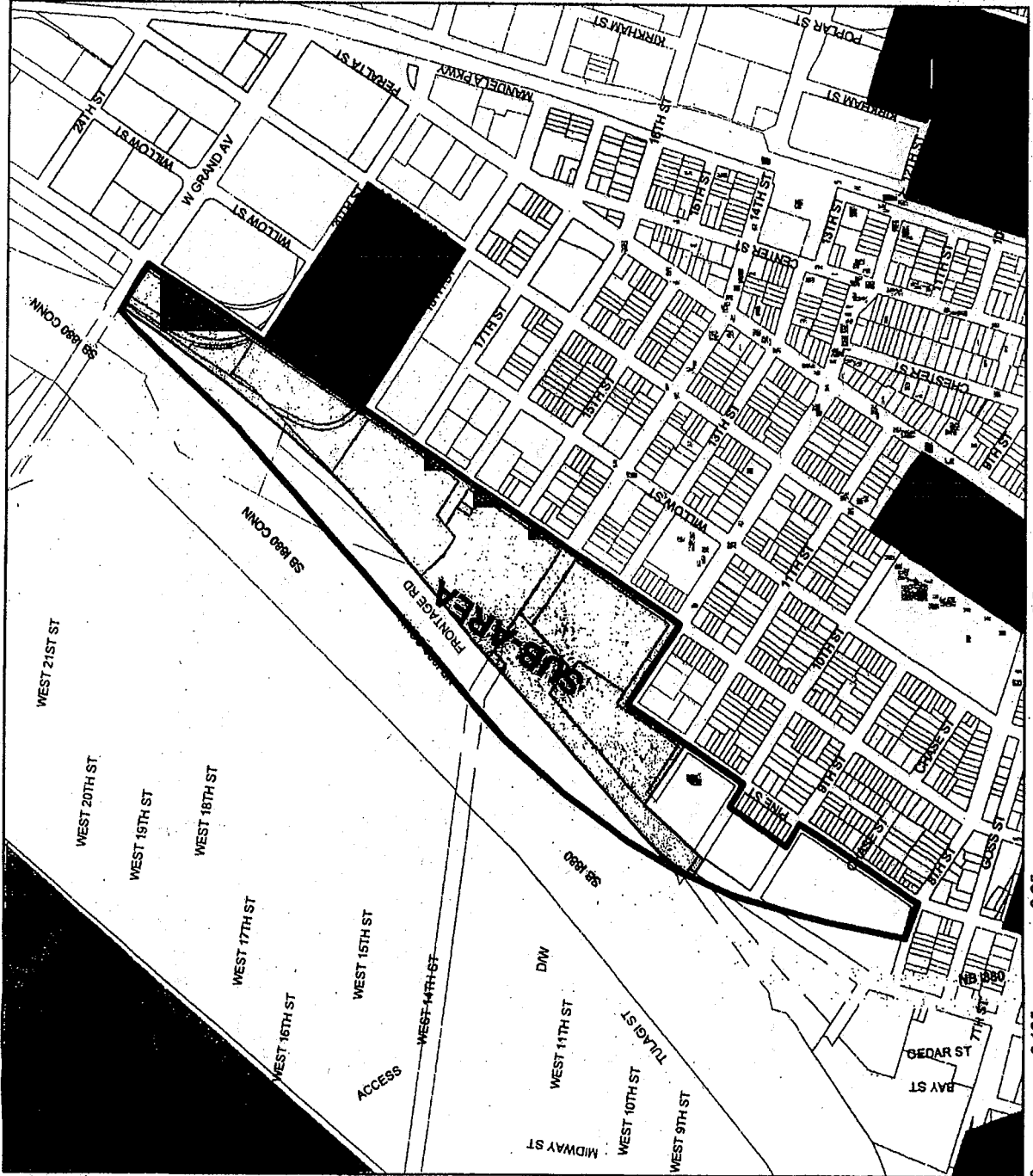
Oakland Army Base Redevelopment, Sixteenth and Wood Street Sub-Area

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



March 2005

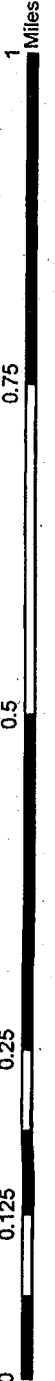


Table 2: Intersection Improvements - Fair-Share Cost Allocations (2009 with North Gateway Mixed Use)									
	Total Cost	Cost Attributable to OARB Redevelopment	Split of OARB			Split of City Share			
			Port Share	City Share	North Gateway	West Gateway	Central Gateway	East Gateway	16th/Wood
W. Grand & 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 - Contra Costa 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

APPLICANT: Various

**ENDORSED
FILED**
ALAMEDA COUNTY

MAY 18 2005

PATRICK O'CONNELL, County Clerk
By Alfredo Deputy

: FILING NO. 05-267

CLERKS
USE ONLY

CLASSIFICATION OF ENVIRONMENTAL DOCUMENT:

- | | | |
|-------------------------------------|---|---------|
| <input type="checkbox"/> | A - STATUTORILY OR CATEGORICALLY EXEMPT
NOTICE OF EXEMPTION/STATEMENT OF EXEMPTION
\$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 - NEGATIVE DECLARATION
NOTICE OF DETERMINATION - FEE REQUIRED
\$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

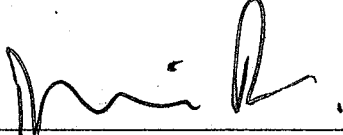
SUBJECT: Filing of Notice of Determination in compliance with Sections 21108 or 21152 of the Public Resources Code/ Notice of Exemption in compliance with Section 15061 and 15062 of the CEQA Guidelines

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.	

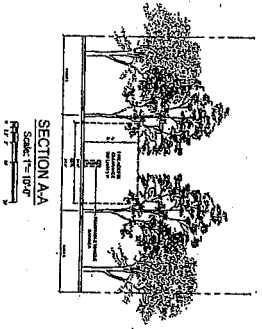
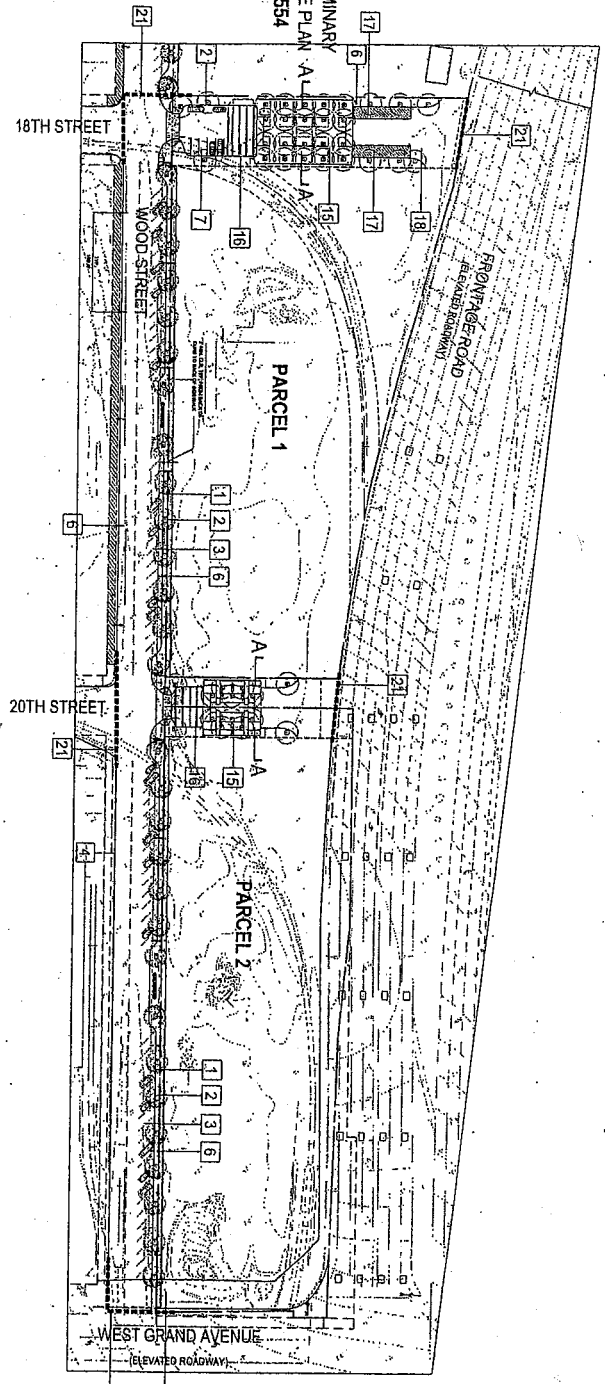
This Notice of Determination (NOD) advises that on December 3, 2014, the Oakland City Planning Commission, approved the project, as described above. Prior to the approval, the City Planning Commission independently found and determined that this action complies with California Environmental Quality Act (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
 15. SIDEWALK
 16. SIDEWALK
 17. SIDEWALK
 18. SIDEWALK
 19. SIDEWALK
 20. SIDEWALK
 21. SIDEWALK
 22. SIDEWALK

PRELIMINARY LANDSCAPE PLAN
VESTING TENTATIVE PARCEL MAP 8555

CITY OF OAKLAND
COUNTY OF ALABAMA
CALIFORNIA

PAUL ARCHITECTS INC.
1000 17TH STREET, SUITE 200
OAKLAND, CA 94612
TEL: (415) 778-1100
WWW.PAULARCHITECTS.COM

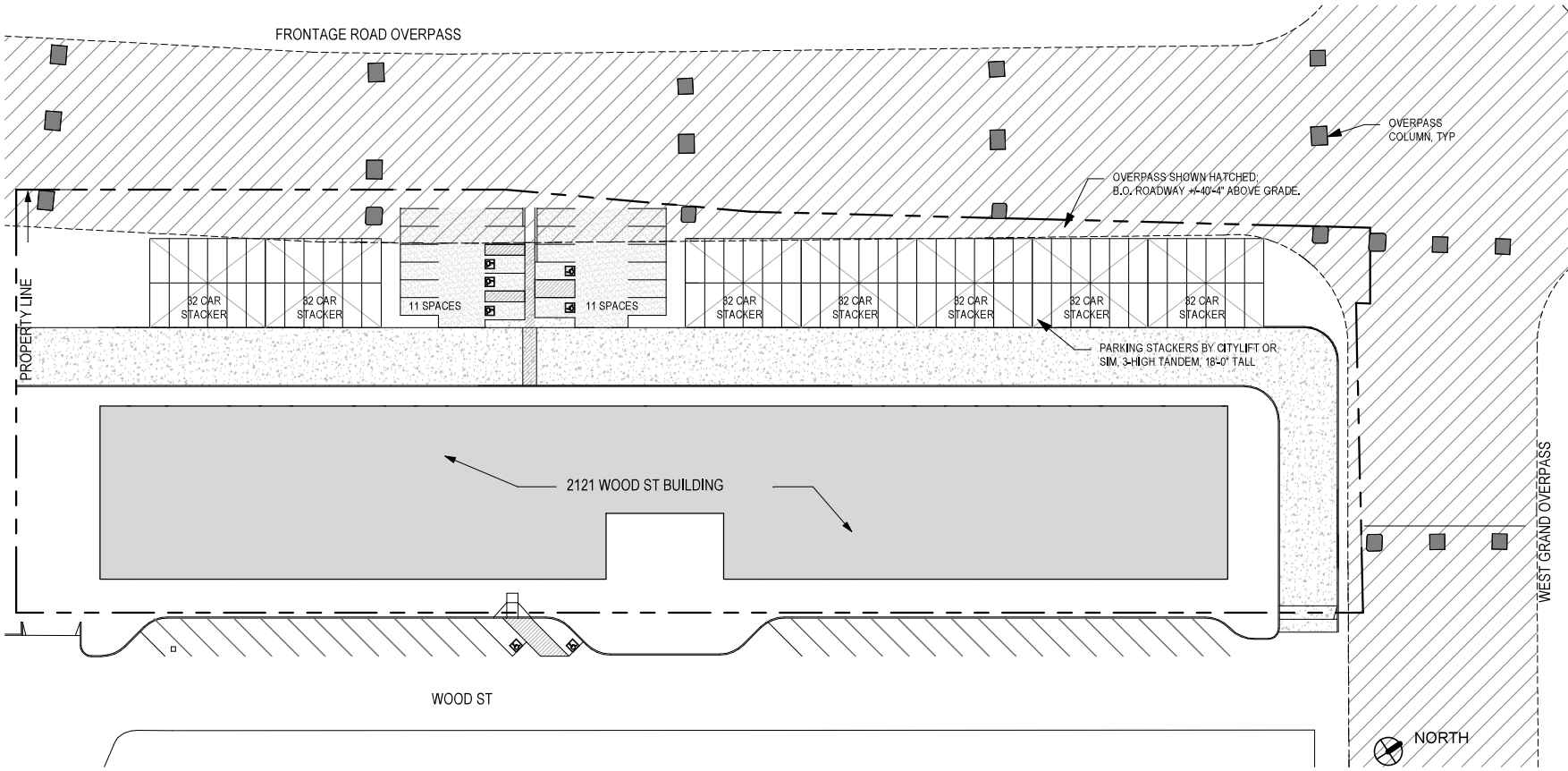
SCALE: 1/8" = 1'-0"
DATE: 10/15/2008

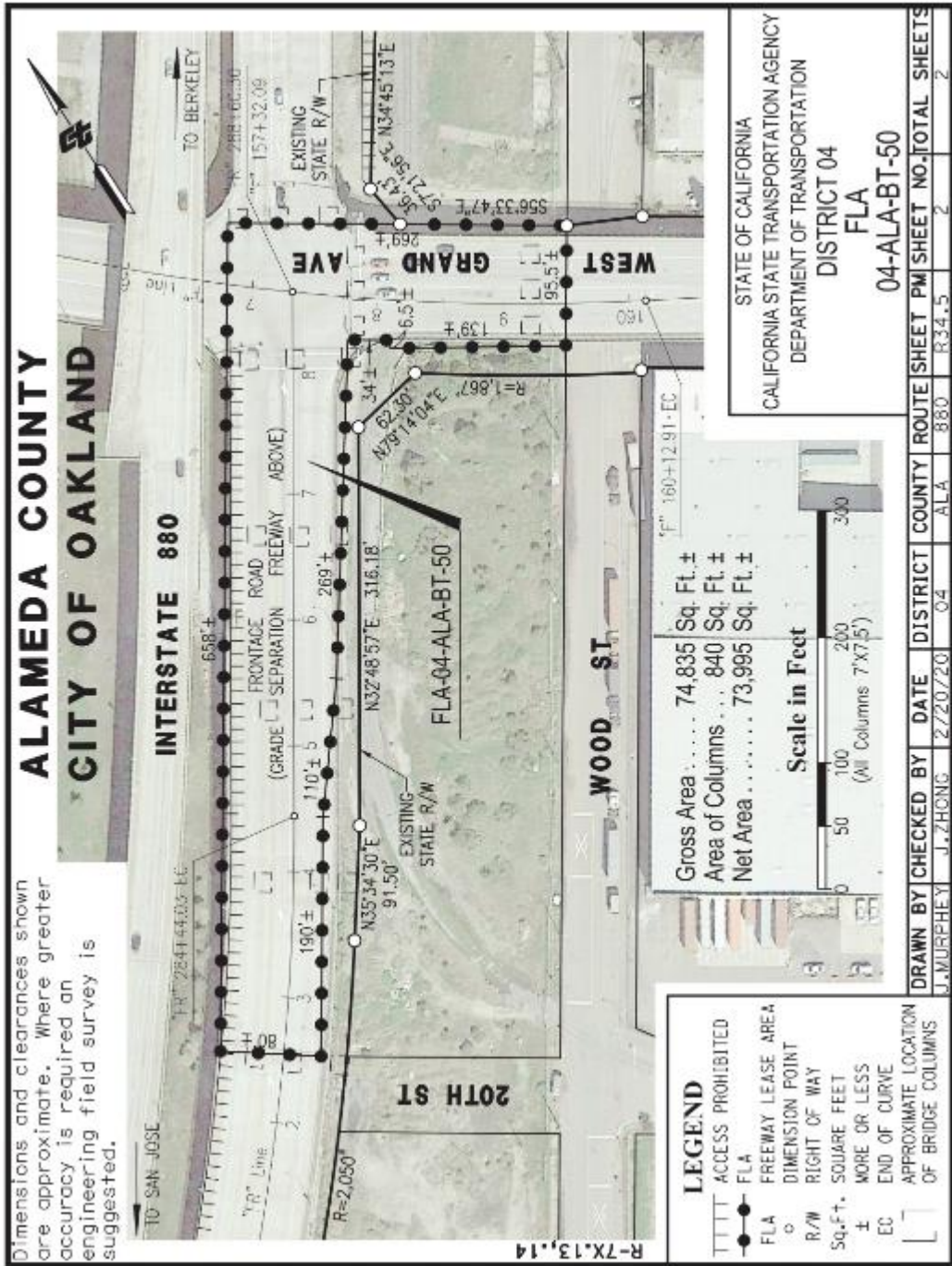
2

ATTACHMENT

C

TOTAL PARKING SPACES: 246





Central Station Land LLC
1500 Park Avenue #100
Emeryville, CA 94608

June 16th, 2020

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

RE: *Leased CalTrans Land for Parking (Case File Number PLN14-262-PUDF-01, 2011-2195 Wood Street)*

Dear Mr. Brenyah-Addow,

In December 2014, we were unanimously granted a Preliminary and Final Development Plan and Design Approval by the Oakland Planning Commission for a mixed-use development on Development Area 8 within the Wood Street Zoning District (Case File Number PLN14-262-PUDF-01). The Approved Use includes 235 residential units, ground floor commercial space, and 239 off-street parking spaces. 235 of the off-street parking spaces are assigned to the residential units and 4 of the off-street parking spaces are assigned to the ground floor commercial space. The entitlements drawing package met these parking requirements with a combination of on-site surface parking and ground floor structured parking.

Subsequent to receiving Planning Approvals, we have secured a 40-year long-term ground lease with CalTrans for more than 1.5 acres of land under the adjacent Frontage Road and West Grand Avenue, to the west and north of the project site. See Exhibit A for map of leased area. We are seeking Planning Commission approval for the use of this land to satisfy a portion of the project's parking requirements. This land will be used as an extension of the surface parking lot and allow the project to exceed the entitlements parking count. See Exhibit B for the parking layout inclusive of the land leased from CalTrans. This modification does not change the spirit of the original design or development concept, and is in compliance with the Approved Use. Moreover, the CalTrans parking lease allows the project to reallocate the ground floor podium space from parking toward more productive community uses such as enhanced residential amenities and additional flexible commercial space.

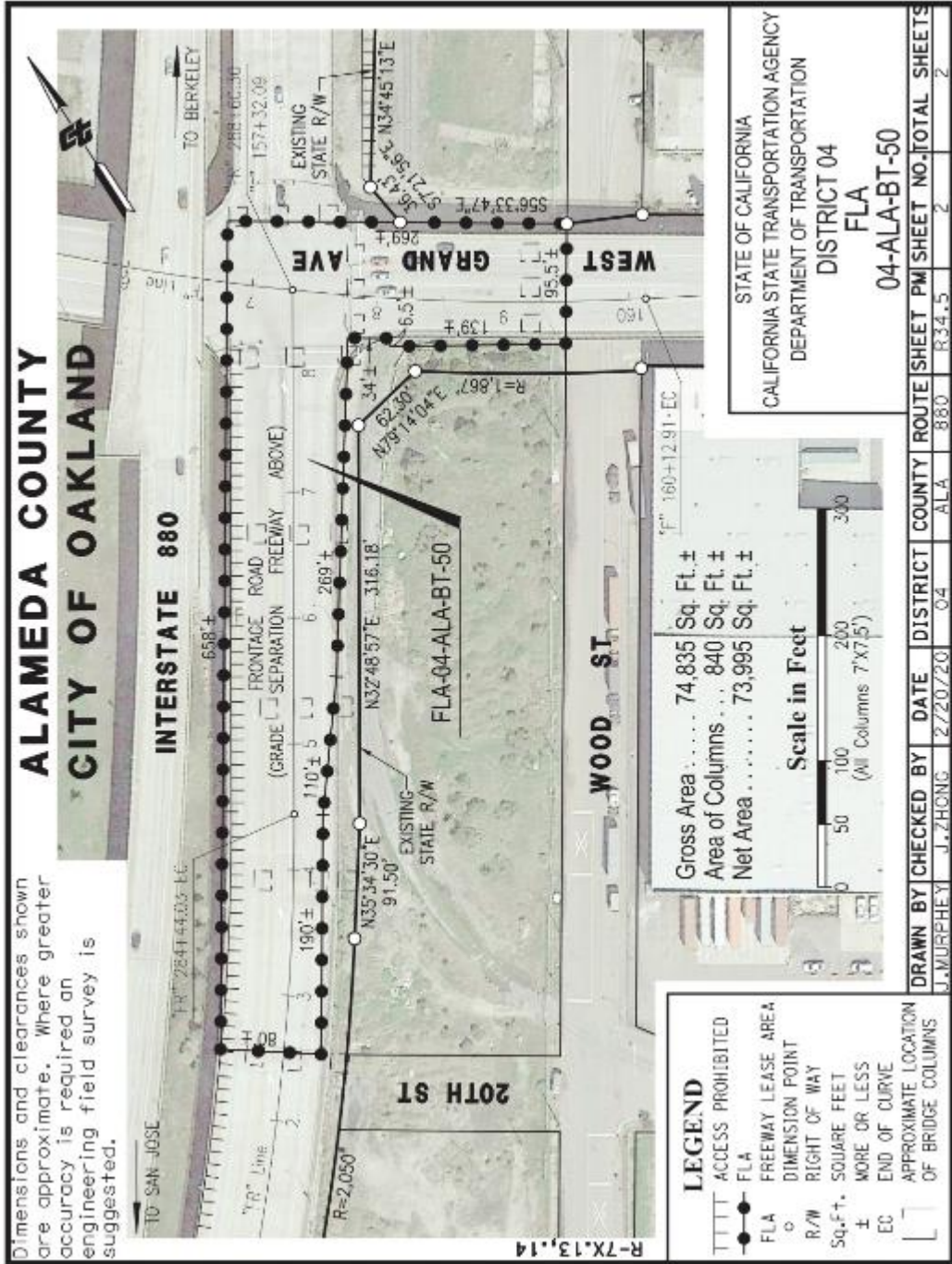
The current lease has a full 40-year term that does not require renewal by either party at any point during its duration. At the end of the lease term, we expect to be able to negotiate an extension with CalTrans who will likely continue to seek the opportunity to monetize its underutilized underpass assets. In the unlikely scenario that we are unable to secure an extension, we have developed two options to satisfy our parking count entirely on-site without major design changes or construction activities. The ground floor is designed to easily accommodate parking stackers on the west side (see Exhibit C). Additionally, outdoor parking stackers may be installed to meet the parking count on-site (see Exhibit D).

We appreciate your consideration and look forward to starting construction on this important project in 2020.

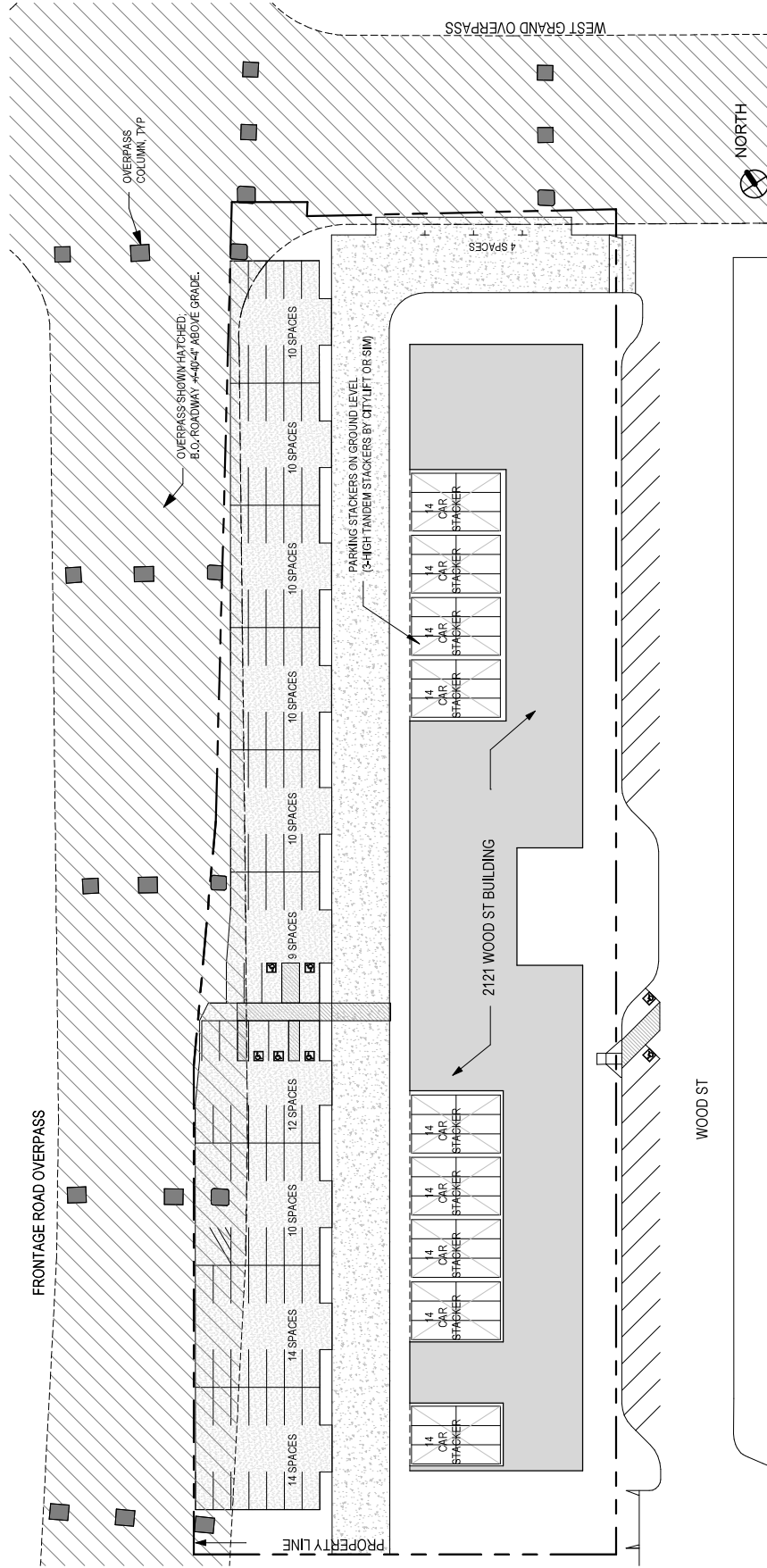
Regards,



Richard Holliday
Central Station Land LLC



TOTAL PARKING SPACES: 239



David Baker Architects

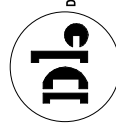
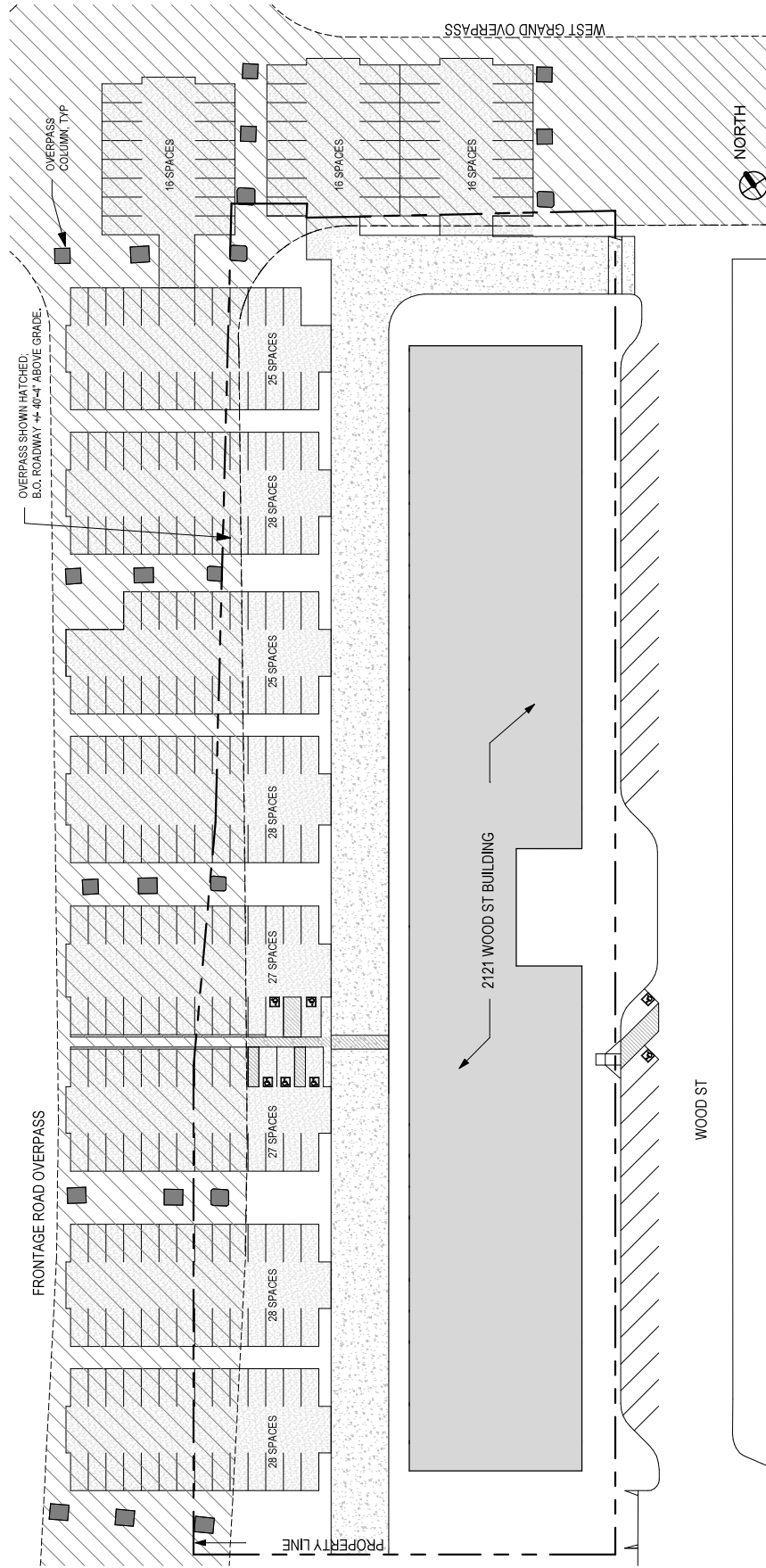
HOLIDAY DEVELOPMENT

2121 Wood Street

PARKING EXHIBIT C - STACKERS IN BUILDING

21410.01
 scale: 1" = 50'-0"
 date: 2/13/2020

TOTAL PARKING SPACES: 264



David Baker Architects

HOLIDAY
DEVELOPMENT

2121 Wood Street

PARKING EXHIBIT B - CALTRANS LEASE

21410.01

scale: 1" = 50'-0"

date: 2/13/2020

P1

Central Station Land LLC
1500 Park Avenue #100
Emeryville, CA 94608

June 16th, 2020

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

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Subsequent to receiving Planning Approvals, we have secured a 40-year long-term ground lease with CalTrans for more than 1.5 acres of land under the adjacent Frontage Road and West Grand Avenue, to the west and north of the project site. See Exhibit A for map of leased area. We are seeking Planning Commission approval for the use of this land to satisfy a portion of the project's parking requirements. This land will be used as an extension of the surface parking lot and allow the project to exceed the entitlements parking count. See Exhibit B for the parking layout inclusive of the land leased from CalTrans. This modification does not change the spirit of the original design or development concept, and is in compliance with the Approved Use. Moreover, the CalTrans parking lease allows the project to reallocate the ground floor podium space from parking toward more productive community uses such as enhanced residential amenities and additional flexible commercial space.

The current lease has a full 40-year term that does not require renewal by either party at any point during its duration. At the end of the lease term, we expect to be able to negotiate an extension with CalTrans who will likely continue to seek the opportunity to monetize its underutilized underpass assets. In the unlikely scenario that we are unable to secure an extension, we have developed two options to satisfy our parking count entirely on-site without major design changes or construction activities. The ground floor is designed to easily accommodate parking stackers on the west side (see Exhibit C). Additionally, outdoor parking stackers may be installed to meet the parking count on-site (see Exhibit D).

We appreciate your consideration and look forward to starting construction on this important project in 2020.

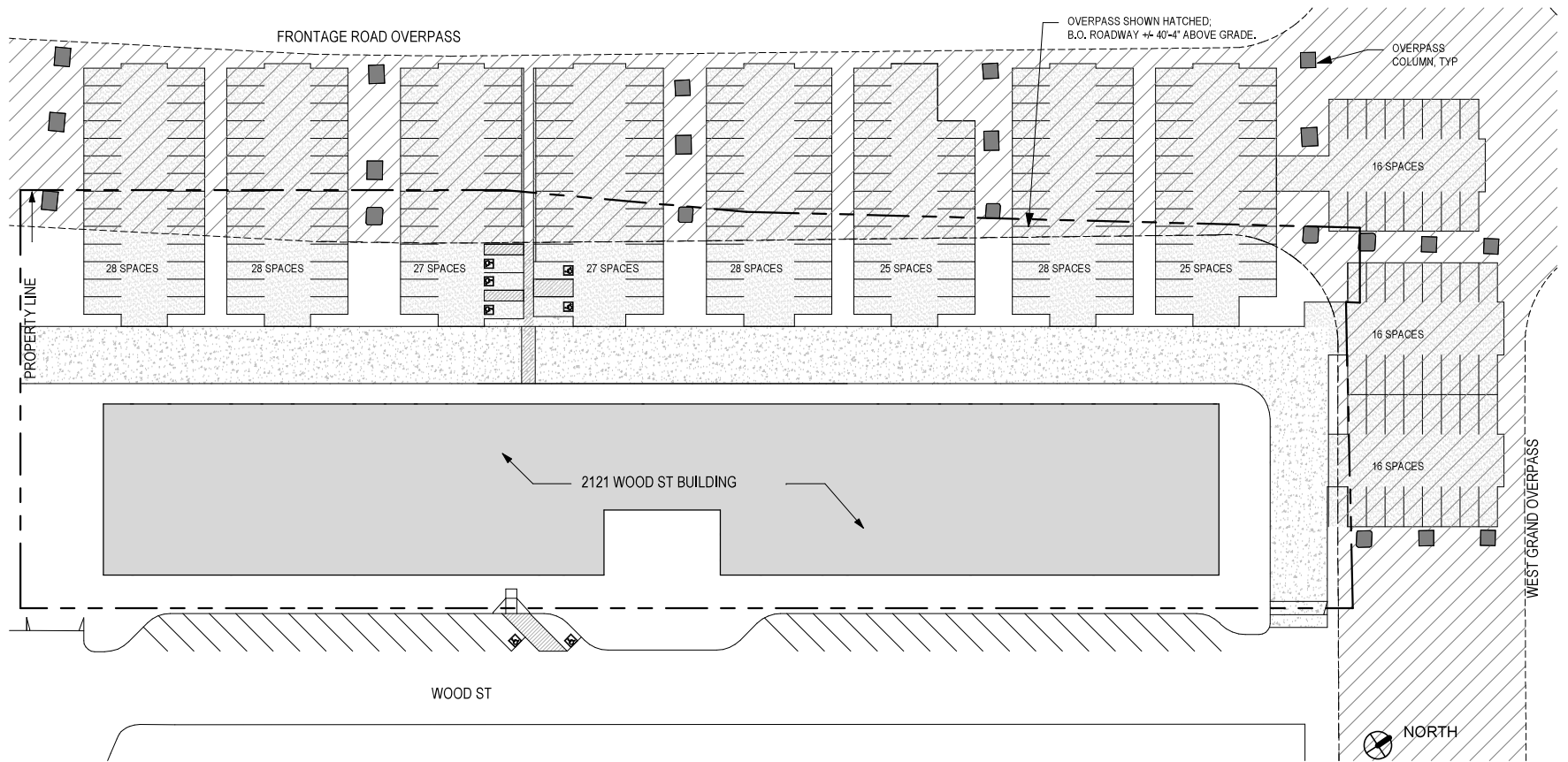
Regards,


Richard Holliday
Central Station Land LLC

ATTACHMENT

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TOTAL PARKING SPACES: 264



the Project Sponsor shall work with AC Transit and BART to design a public shuttle service and incorporate public transit stops into the final development plans in consultation with AC Transit. The shuttle or transit stops shall be located within the Project Area and would be dispersed such that Project residents would be no more than one-quarter mile from a shuttle or transit stop. Shuttle or transit stops at the existing AC transit bus stop on Wood Street by Parcel 3 of VTPM 8553, in front of the 16th Street Plaza (Parcel 1 of VTPM 8554), and on Wood Street at 20th Street by Parcel 1 of VTPM 8555 should be considered. The shuttle service would operate at 15-minute peak-hour headways during commute hours. The shuttle service shall be designed to meet City of Oakland standards, link with pedestrian access, and be reviewed for approval by the City.

The shuttle service shall be implemented within three months following the issuance of a Certificate of Occupancy of the 300th residential dwelling within the Wood Street Zoning District. At that time, the Project Sponsor, or its successor in interest, will fund operation and maintenance of the shuttle. Thereafter, and every two years until such time as the Planning Director determines that the shuttle service is no longer necessary, the Project Sponsor or its successor shall report to the Planning Director on the amount of shuttle use by Project residents and occupants, and the availability of other means to reduce the use of private vehicles by Project residents and occupants. The Planning Director shall permit discontinuation of the shuttle service upon finding either that (a) the shuttle is not being used sufficiently to result in a substantial reduction in private vehicle use by Project residents and occupants, or (b) another means of reducing the use of private vehicles by Project residents and occupants would be feasible and cost the same or less than the shuttle, would create a greater reduction in private vehicle use than would the shuttle, and would result in a substantial reduction in private vehicle use by Project residents and occupants. If the Planning Director determines item (b), above, is the basis for discontinuing the shuttle service, then the Project Sponsor or its successor or their successors shall implement other means of reducing private automobile use by Project residents and occupants. [WS MM TR-10.2]

PUBLIC IMPROVEMENTS

77. Conformance with Vesting Tentative Parcel Maps.

Ongoing.

All public improvements shall be constructed in substantial conformance with VTPM 8555 submitted by the Project Sponsor and as specified in Condition of Approval Numbers 78 through 82.

78. Condition number not used.

79. Condition number not used.

80. Condition number not used.

81. Condition number not used.

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.

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.

13

RECORDING REQUESTED BY
CHICAGO TITLE COMPANY



2009099005

04/05/2009 08:30 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE 84.00

Recording Requested By and
When Recorded Return to:



26 PGS

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

ALS
26
pg

18TH STREET AND 20TH STREET IMPROVEMENTS AGREEMENT

This 18th Street and 20th Street Improvements Agreement (this "**Agreement**") is entered into as of October 31, 2008 (the "**Effective Date**") by and between BUILD West Oakland, LLC, a California limited liability company ("**BUILD WEST OAKLAND**"), Central Station Land LLC, a California limited liability company ("**CSL**") and the Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law ("**Agency**") in the following factual context:

A. BUILD West Oakland owns certain real property described on Exhibit A-1 hereto as Parcel 1 ("**Parcel 1**"). BUILD West Oakland shall be referred to herein from time to time as "**Parcel 1 Owner**". Agency owns certain real property described on Exhibit A-2 hereto as Parcel 2 ("**Parcel 2**"). Agency intends to convey Parcel 2 for affordable housing development to the development entity chosen through a public request for proposals process to be conducted by Agency. Such transferee of Parcel 2, (whether such transferee acquires a fee interest or a long term possessory interest in Parcel 2) or any other subsequent transferee of a fee interest or a long term possessory interest in Parcel 2 is referred to herein as a "**Parcel 2 Owner**". CSL owns certain real property described on Exhibit A-3 hereto as Parcel 3 ("**Parcel 3**"). CSL is referred to herein as "**Parcel 3 Owner**". Parcel 1 Owner, Parcel 2 Owner and Parcel 3 Owner are each referred to herein from time to time individually as an "**Owner**" and collectively as "**Owners**". Parcel 1, Parcel 2 and Parcel 3 are each referred to herein from time to time as a "**Parcel**" and collectively as 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 ("**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 Vesting Tentative Parcel Maps, 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 Owners (i) complete certain infrastructure improvements described in the Approvals and located in

ACCOMODA

LE

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the 18th Street right-of-way between Wood Street and the proposed driveway adjacent to the I-880 frontage road in the City (the "**18th Street Right-of-Way**"), as more particularly depicted in the attached Exhibit B (the "**18th Street Improvements**"), and (ii) complete certain infrastructure improvements described in the Approvals and located in the 20th Street right of way (the "**20th Street Right-of-Way**") as more particularly depicted in the attached Exhibit C (the "**20 Street Improvements**").

D. The Approvals provide that the Owner (identified as "**Project Sponsor**") who first develops its Parcel is responsible for the construction of the 18th Street Improvements and that the Parcel 2 Owner and the Parcel 3 Owner who first develops its Parcel is responsible for the construction of the 20th Street Improvements. Such Owner is referred to herein as the "**Managing Owner**".

E. Each Owner is developing an independent development project on its respective Parcel. Agency, CSL and BUILD are entering into this Agreement to establish the obligations of each Owner with respect to payment of the cost of the 18th Street Improvements and the 20th Street Improvements (collectively, the "**Improvements**") and to facilitate a collaborative process of designing and constructing the Improvements. Agency, CSL and BUILD intend this Agreement to run with, benefit and burden the Parcels and successor owners of the Parcels.

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

SECTION 1. COST SHARING AND CONSTRUCTION OF IMPROVEMENTS

1.1 Construction of Improvements and Improvements Costs.

Once the Managing Owner for the Improvements is determined pursuant to the Approvals, the Managing Owner shall, in compliance with the Approvals, construct the Improvements or coordinate and direct work necessary to complete the Improvements, including but not limited to, entering into contracts with various professional designers and construction companies to design and construct the Improvements. The Managing Owner for the Improvements shall be responsible for the day-to-day management of the design and construction of the Improvements, shall pay invoices in a timely manner, and shall diligently oversee and coordinate the design and construction of the Improvements in a good and workmanlike manner. The design of the 18th Street Improvements shall be consistent with Exhibit B hereto and the design of the 20th Street Improvements shall be consistent with Exhibit C hereto, and the quality and level of finish for the 18th Street Improvements and the 20th Street Improvements shall be consistent with that of the 16th Street improvements constructed pursuant to that certain Cost-Sharing Agreement dated on or about the date of this Agreement between Owners and certain other parties. Subject to and in accordance with the terms of this Agreement, the Owners shall pay all costs related to the design and construction of the 18th Street Improvements (the "**18th Street Improvements Costs**") and the 20th Street Improvements (the "**20th Street Improvements Costs**"). An estimate of the 18th Street Improvements Costs is set forth on Exhibit D attached hereto (the "**18th Street**

Estimate). An estimate of the 20th Street Improvements is set forth in Exhibit E hereto (the "**20th Street Estimate**"). The 18th Street Improvements Costs and the 20th Street Improvements Costs are collectively referred to herein as the "**Improvements Costs**"). Agency, CSL and BUILD acknowledge that the Improvements Costs may exceed the applicable Estimate for such costs. The Owners shall pay their respective Percentage Shares (defined in Section 1.2) of the Improvements Costs up to the Maximum Pre-Approved Cost. The "**Maximum Pre-Approved Cost**" for (i) the 18th Street Improvements is the 18th Street Improvement Estimate as increased by the Percentage Increase in the ENR CCI (defined below) and (ii) the 20th Street Improvements is the 20th Street 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 Owners shall select a substitute index or permitted percentage increase. If the Owners are unable to agree on such substitute, the Owners shall use the Consumer Price Index Oakland-San Francisco-San Jose, all urban consumers, all items. The "**Percentage Increase**" shall be measured from the August, 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 applicable Improvements. The obligation of the Owners to pay Improvements Costs in excess of the Maximum Pre-Approved Cost shall be subject to the procedures set forth below.

If the Managing Owner determines that the Improvements Costs for the 18th Street Improvements or the 20th Street Improvements will exceed the Maximum Pre-Approved Cost, Managing Owner shall notify the other Owners ("**Non-Managing Owners**") 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, (an "**Increased Improvements Cost Notice**"). The Non-Managing Owners shall either approve or disapprove the Improvements Costs set forth in the Increased Improvements Cost Notice by written notice delivered to the Managing Owner within ten (10) days after receipt of the Increased Improvements Cost Notice. Any disapproval shall specify reasons for such disapproval. Failure by any Non-Managing Owner to deliver written notice approving or disapproving the costs set forth in the Increased Improvements Costs Notice within the time specified above shall be deemed approval. If any Non-Managing Owner disapproves the costs set forth in the Increased Improvements Cost Notice, the Owners shall confer in good faith to explore the reasons for the increase and ways to reduce the costs, including the possibility of value engineering. If, after conferring with the Non-Managing Owners and using commercially reasonable efforts to achieve a reduction in the applicable Improvements Costs through value engineering or otherwise, Managing Owner determines in good faith that the applicable Improvements Costs cannot be reduced to the Maximum Pre-Approved Cost, the Managing Owner shall so notify the Non-Managing Owners, which notice shall set forth the projected Improvements Costs and the reasons for Managing Owner's determination (the "**Final Improvements Cost Notice**"). The Non-Managing Owners shall either approve or disapprove the Improvements Costs set forth in the Final Improvements Cost Notice by written notice to the Managing Owner delivered within five (5) days after receipt of the Final Improvements Cost Notice. Any disapproval shall contain specific reasons for such disapproval. Failure to deliver notice of approval or disapproval within such 5-day period shall be deemed approval. If a Non-Managing

Owner disapproves the Improvements Costs set forth in the Final Improvements Cost Notice, Managing Owner 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. The Managing Owner may, but shall not be obligated to, commence construction of the applicable Improvements until the Improvements Costs have been approved by Non-Managing Owner under this Section 1.1 or until any dispute between the Owners regarding the Improvements Costs has been resolved pursuant to mediation or arbitration.

1.2 Allocation of Improvements Costs. Each percentage set forth in this Section 1.2 shall be that Owner's "**Percentage Share**."

(a) 18th Street Improvements. Parcel 1 Owner shall pay forty-six percent (46%) of the 18th Street Improvements Costs, Parcel 2 Owner shall pay forty-eight percent (48%) of the 18th Street Improvements Costs and Parcel 3 Owner shall pay six percent (6%) of the 18th Street Improvements Cost.

(b) 20th Street Improvements. Parcel 2 Owner shall pay fifty percent (50%) of the 20th Street Improvements Costs and Parcel 3 Owner shall pay fifty percent (50%) of the 20th Street Improvements Costs.

(c) Timing of Cost Payment With Respect to Parcel 2. In the event that any Improvements are installed prior to transfer by Agency of Parcel 2 (or a possessory interest in Parcel 2) to a Parcel 2 Owner, the Parcel 2 Owner shall be obligated to pay its Percentage Share of such Improvement Costs, including without limitation, the costs described in Section 1.4, if any, to the Managing Party within fifteen (15) days after acquiring title or a possessory interest in Parcel 2.

1.3 Payment Process

Each Owner shall pay to Managing Owner, within thirty (30) days after billing by the Managing Owner, its respective Percentage Share of progress payments for the Improvements based on the percentage of work completed (if Parcel 2 has been transferred to a Parcel 2 Owner at that time). Such billing shall be accompanied by invoices and other supporting information reasonably requested by the Non-Managing Owner, provided that the Managing Owner shall not be required to provide a certificate of completion from an architect. The Managing Owner shall not bill more frequently than once per month.

1.4 Additional Improvement Costs

(a) Required Additional Work. The Managing Owner may, pursuant to the provisions of this Section 1.4(a), propose any unforeseeable additional work or change order to 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 or (iii) any required remediation work as described in Section 1.4(b) ("**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 ("**Minor Additional Work**"), then the Managing Owner 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 Owner within two (2) business days of commencing the Minor Additional Work. For all Additional Work that is not Minor Additional Work ("**Major Additional Work**"), the Managing Owner 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 Non-Managing Owners (a "**Major Additional Work Notice**"). The Major Additional Work shall be subject to the same approval and dispute resolution process as set forth in Section 1.1 with respect to an increase in the Improvements Costs over the Maximum Pre-Approved Cost. All Additional Work shall be completed in accordance with the proposed and approved plans and shall be considered an Street Improvements Cost and the Owners shall share the cost in accordance with their respective Percentage Shares.

(b) **Unknown Remediation Costs** None of the Owners nor Agency know of any environmental or hazardous material contamination affecting the 18th Street Right-of-Way. If, however, any government agency validly imposes any requirement to remediate hazardous material contamination in the 18th Street Right of Way, each Owner shall share the cost of the required remediation as an 18th Street Improvement Cost in accordance with its Percentage Share, subject to cost approval is and as required pursuant to Section 1.4(a) and the Managing Owner 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 Managing Owner defaults in its obligation to diligently design and construct or to diligently oversee and coordinate the design and construction of the Improvements or to pay timely for invoiced work related to the Improvements (the "**Managing Owner's Obligations**") in accordance with this Agreement, then, after expiration of the applicable notice and cure period set forth in Article 5, either Non-Managing Owner shall have the right, but not the obligation, to perform the obligations of Managing Owner hereunder. No such performance by Non-Managing Owner shall relieve Managing Owner of its obligation to pay its Percentage Share of the Improvements Costs. Such right shall be in addition to all other rights or remedies Non-Managing Owners may have as a consequence of such default.

SECTION 2. TERM

The term of this Agreement shall start on the Effective Date and shall terminate upon final completion of the Improvements and upon payment of all sums due from each Owner under this Agreement. Completion of the Improvements shall be 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. Upon termination of this Agreement, at the request of either Owner, the Owners shall execute and cause to be recorded in the Official Records of Alameda County a termination of this Agreement

SECTION 3. MEETINGS

3.1 Meetings. When the first Owner shall elect to go forward with development of its Parcel, such Owner shall notify the other Owners and the Owners shall hold monthly meetings or conference calls on a mutually agreed day and time at the offices of the Managing Owner or another mutually agreed location by the Owners ("**Regular Meetings**") Additionally, any Owner may call an emergency meeting for any reason related to the Improvements by (a) providing 48 hours notice to the other Owners; (b) identifying issue it proposes to discuss; and (c) setting forth the requested 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 Owner's Representative, or an alternate who is empowered to make decisions on behalf of its Owner in the absence of the Owner's Representative, provided that Emergency Meetings must be on a mutually convenient date and time Decisions reached in the meeting shall be memorialized in a writing signed by the Owners or confirmed by e-mail, and shall be binding upon the Owners. Each Owner 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 Parcel 1 Owner is Ben Golvin, the Representative of Parcel 3 Owner is Cal Inman and the Representative for Parcel 2 Owner shall be designated by the Parcel 2 Owner upon transfer of Parcel 2 by Agency to the Parcel 2 Owner Each Owner may change Representative upon prior written notice to the other Owners

3.2 Dedication. The Owners 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.

3.3 No Partnership or Joint Venture. Nothing contained in this Agreement shall be construed in a manner, or is intended to create, any relationship between the Owners 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 partnership or joint venture shall be deemed to exist between the Owners and the Agency as a consequence of this Agreement. Each Owner acknowledges that each Representative of an Owner is not and shall not be regarded as an agent or employee of the other Owner by virtue of his or her actions or role pursuant to this Agreement

SECTION 4. ASSIGNMENT; COVENANTS RUNNING WITH THE LAND; TRANSFER OF PARCEL 2 BY AGENCY

No Owner may assign its rights or obligations under this Agreement other in connection with the transfer of ownership of its Parcel. Upon the transfer of an Owner's Parcel and the written assumption by the transferee of all obligations of Owner under this Agreement, the transferring Owner shall be released from all obligations hereunder arising after the date of such transfer and assumption. This Agreement and all rights and obligations hereunder shall constitute an equitable servitude, shall be enforceable as covenants running with the land, and shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

As a condition to transfer of Parcel 2, Agency agrees for the benefit of Parcel 1 Owner and Parcel 3 Owner to require the transferee to agree in writing to perform the obligations of Parcel 2 Owner under this Agreement and to take title to Parcel 2 subject to the terms and conditions of this Agreement, provided that this Agreement shall be binding upon Parcel 2 and Parcel 2 Owner regardless of whether Parcel 2 Owner executes such agreement. Agency, Parcel 1 Owner and Parcel 3 Owner acknowledge and agree that Agency shall not have any obligation to construct the Improvements, to pay any portion of the Improvements Costs under this Agreement, or to perform any other obligation of Parcel 2 Owner under this Agreement, other than to perform its obligation to require its transferee to agree in writing to perform the obligations of Parcel 2 Owner hereunder as a condition of such transfer.

SECTION 5. DEFAULT

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

- (a) The Owner becomes insolvent or files for bankruptcy;
- (b) The Owner fails to make a payment required under Section 1 and such failure shall continue for five (5) business days after notice of failure delivered by the other Owner; and
- (c) The Owner breaches any other material term or provision of this Agreement provided that if such breach is susceptible of cure, Owner shall not be in default if Owner cures such breach within thirty (30) days after notice from the other Owner, or within such additional time as may be reasonably necessary to effect cure, so long as Owner commences cure within such 30-day period and diligently and continuously proceeds to completion.

Each Owner shall have all rights and remedies available at law or in equity as a consequence of an Event of Default hereunder, provided that in no event shall either Owner be liable for consequential or special damages.

SECTION 6. INDEMNITY

The Managing Owner shall indemnify, defend and hold the Non-Managing Owners and the Agency, its officers, agents, and employees, harmless from and against any and all claims, demands, liabilities, costs, damages, expenses, and causes of action arising out of or incidental to (i) any injury to persons or property arising in connection with the construction of the Improvements, or (ii) any claim by any consultant, contractor or supplier in connection with the design or construction of the Improvements. Notwithstanding the foregoing, neither the Non-Managing Owners nor the Agency shall be indemnified hereunder for any claim, loss or expense arising from the breach of this Agreement or the gross negligence or willful misconduct of the Non-Managing Owners, the Agency, or their respective employees, agents or contractors. The obligations of this Section 6 shall survive the termination of this Agreement.

SECTION 7. DISPUTE RESOLUTION

7.1 Private Negotiation Any controversy or dispute arising out of or related to this Agreement (a "**Dispute**"), shall be subject to private negotiation between the Owners, 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 Owners agree to negotiate in good faith to resolve the Dispute. If the negotiations do not resolve the Dispute to the reasonable satisfaction of the Owners within fifteen (15) days from a written request for a negotiation, then each Owner'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 San Francisco or Oakland, California, at a location designated by the Owner requesting the negotiation and may be attended only by the Owner's 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 7.2.

7.2 Mediation.

(a) Within fifteen (15) days following the Representatives' meeting described in Section 7.1, any Owner may initiate non-binding mediation (the "**Mediation**"), conducted by Judicial Arbitration & Mediation Services, Inc ("**JAMS**") or other agreed upon mediator. Any Owner may initiate the Mediation by written notice to the other Owners

(b) The mediator shall be a retired judge or other mediator, selected by mutual agreement of the Owners, 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 Owners and the mediator mutually decide.

(c) If the Dispute is not fully resolved by mutual agreement of the Owners within fifteen (15) days after completion of the Mediation, then the Dispute shall be submitted to arbitration pursuant to Section 7.3

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

7.3 Binding Arbitration.

(a) Binding arbitration (the "**Arbitration**"), shall be conducted by JAMS or other agreed upon arbitrator. Any Owner may initiate the Arbitration by written notice to the other Owners within fifteen (15) days following the Mediation described in Section 7.2.

(b) The arbitrator shall be a retired California Superior Court or Court of Appeal judge or other arbitrator, selected by mutual agreement of the Owners, 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 San Francisco, California, within fifteen (15) days after the arbitrator is selected, or a longer period as the Owners and the arbitrator mutually decide.

(c) The Owners 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 Owner prevailing in the discovery dispute, regardless of which Owner 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 7 shall limit an Owner'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 Owner producing the witnesses. The prevailing Owner(s) in the Arbitration shall be entitled to receive from the non-prevailing Owner(s), 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.

Parcel 1 Owner Initials

Agency Initials

Parcel 3 Owner Initials





SECTION 8. MISCELLANEOUS

8.1 Governing Law. This Agreement and the rights of the Owners and the Agency 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

8.2 Force Majeure. Performance under this Agreement by the Owners, 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. If an Owner's performance is delayed by any Force Majeure Event, such Owner shall give the other Owners written notice of such Force Majeure Event within ten (10) business days after learning of such Force Majeure Event

8.3 Enforcement by Lien. All sums due and unpaid by a defaulting Owner hereunder will be assessed against such defaulting Owner and are payable upon written demand, subject to any applicable notice and cure period set forth in Section 5. Should such defaulting Owner fail to pay such costs and expenses within thirty (30) of receipt of such written demand, such costs and expenses also constitute a lien against the Parcel owned by the defaulting Owner until paid, effective upon recordation of a verified notice of lien in the Official Records of Alameda County.

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.

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California. Any such lien is subject and subordinate to any bona fide mortgage or deed of trust encumbering any Parcel at the time such notice of lien is recorded or thereafter, 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 the restrictions and other provisions of this Agreement. Except as provided above, any such lien is 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.

8.4 Mortgage 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

8.5 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 shall pay the prevailing party's 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

8.6 Terms. The Owners and the Agency 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 Owners caused the uncertainty to exist.

8.7 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.

8.8 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

8.9 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 Owners and the Agency.

8.10 Further Assurances. Each Owner and the Agency shall, at its own expense, execute, acknowledge and deliver such additional documents and instruments reasonably requested by another Owner or the Agency 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.

8.11 No Third-Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Owners and the Agency, 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.

8.12 Notices. All notices, consents, requests, demands or other communications to or upon Owners and 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 facsimile, addressed to the following addresses (upon transfer of Parcel 2 by Agency, notices shall be delivered to Parcel 2 Owner at the address specified by Parcel 2 Owner in a written notice to Parcel 1 Owner).

BUILD: BUILD West Oakland, LLC
345 Spear Street, Suite 700
San Francisco, CA 94105
Attention: President
fax (415) 321-3591

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

CSL Central Station Land LLC
1500 Park Avenue, Suite 200

Emeryville, CA 94608
fax (510) 475-2125

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 Owner may change its address by written notice to the other Owners 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 Owner shall promptly notify the transmitting Owner of any transmission problem and the transmitting Owner shall promptly resend any affected pages.

8.13 Amendments. Any amendment to this Agreement shall be in writing, dated and signed by the Owners and, until Parcel 2 has been transferred to a Parcel 2 Owner, 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.

8.14 Waiver. No waiver of any obligations under this Agreement will be enforceable or admissible unless set forth in a writing signed by the Owners and, until Parcel 2 has been transferred to a Parcel 2 Owner, the Agency, 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.

8.15 Entire Agreement. This Agreement and the exhibits contain the entire understanding between the Owners and the Agency regarding the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between the Owners or the Agency relating to the subject matter of this Agreement which are not fully expressed in this Agreement and related written agreements of the same date.

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

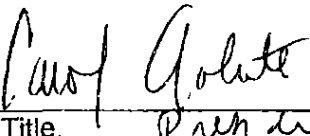
Exhibits A-1,2 and 3	Parcels
Exhibit B	18 th Street Improvements
Exhibit C	20 th Street Improvements
Exhibit D	18 th Street Improvements Costs
Exhibit E	20 th Street Improvements Costs

Agency, Parcel 1 Owner and Parcel 3 Owner have executed this 18th Street and 20th Street Improvements Agreement as of the date written above.

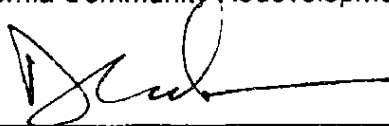
Build West Oakland, LLC, a California limited liability company

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

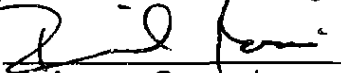
By: BRIDGE Infill Development, Inc., a California corporation, its Manager

By 
Name and Title. President Carol Galante

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

By 
Agency Administrator Daniel Noah Lindheim

Approved as to form and legality

By 
Agency Counsel Daniel Rossi

Central Station Land LLC,
a California limited liability company

By SEE COUNTERPART SIGNATURE
Richard M. Holliday, Manager

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 SEE COUNTERPART SIGNATURE
Name and Title: _____

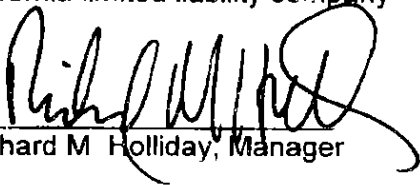
Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law

By: SEE COUNTERPART SIGNATURE
Agency Administrator

Approved as to form and legality:

By: _____
Agency Counsel

**Central Station Land LLC,
a California limited liability company**

By 
Richard M. Holliday, Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)

COUNTY OF ALAMEDA)

ss.

On March 30, 2009, before me, Laurie Edwards Notary Public,

Date

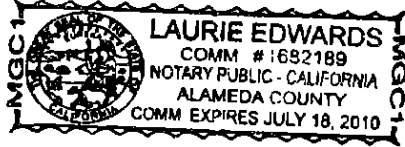
Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Richard M. Holliday

Name of Signer(s)

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Laurie Edwards
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited
- General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other

Number Of Pages

Date Of Document

Signer is representing

Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

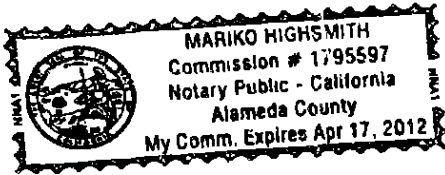
On November 7th 2008 before me, Mariko Highsmith, Notary Public

personally appeared David Noah Lindheim

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document: 18th St. & 20th St. Improv. Agreement

Document Date _____ Number of Pages _____

Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____

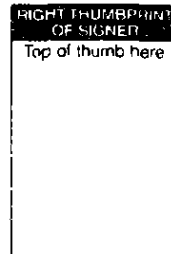
- Individual
- Corporate Officer — Title(s) _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other _____



Signer Is Representing _____

Signer's Name _____

- Individual
- Corporate Officer — Title(s) _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other _____



Signer Is Representing _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On January 27, 2009 before me, Christen Kellaine Casillas, Notary Public

personally appeared Carol Galante

Name(s) of Signer(s)

who 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



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature [Handwritten Signature]

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document Memorandum and Agreement Concerning Cost-Sharing Agreement

Document Date September 26, 2008

Number of Pages: _____

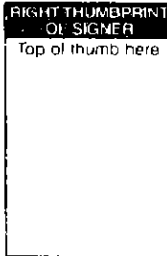
Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name Carol Galante

- Individual
- Corporate Officer — Title(s) _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other _____

Signer Is Representing _____



Signer's Name _____

- Individual
- Corporate Officer — Title(s) _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other _____

Signer Is Representing: _____

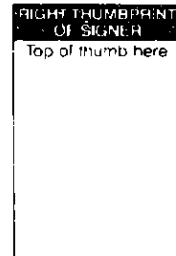
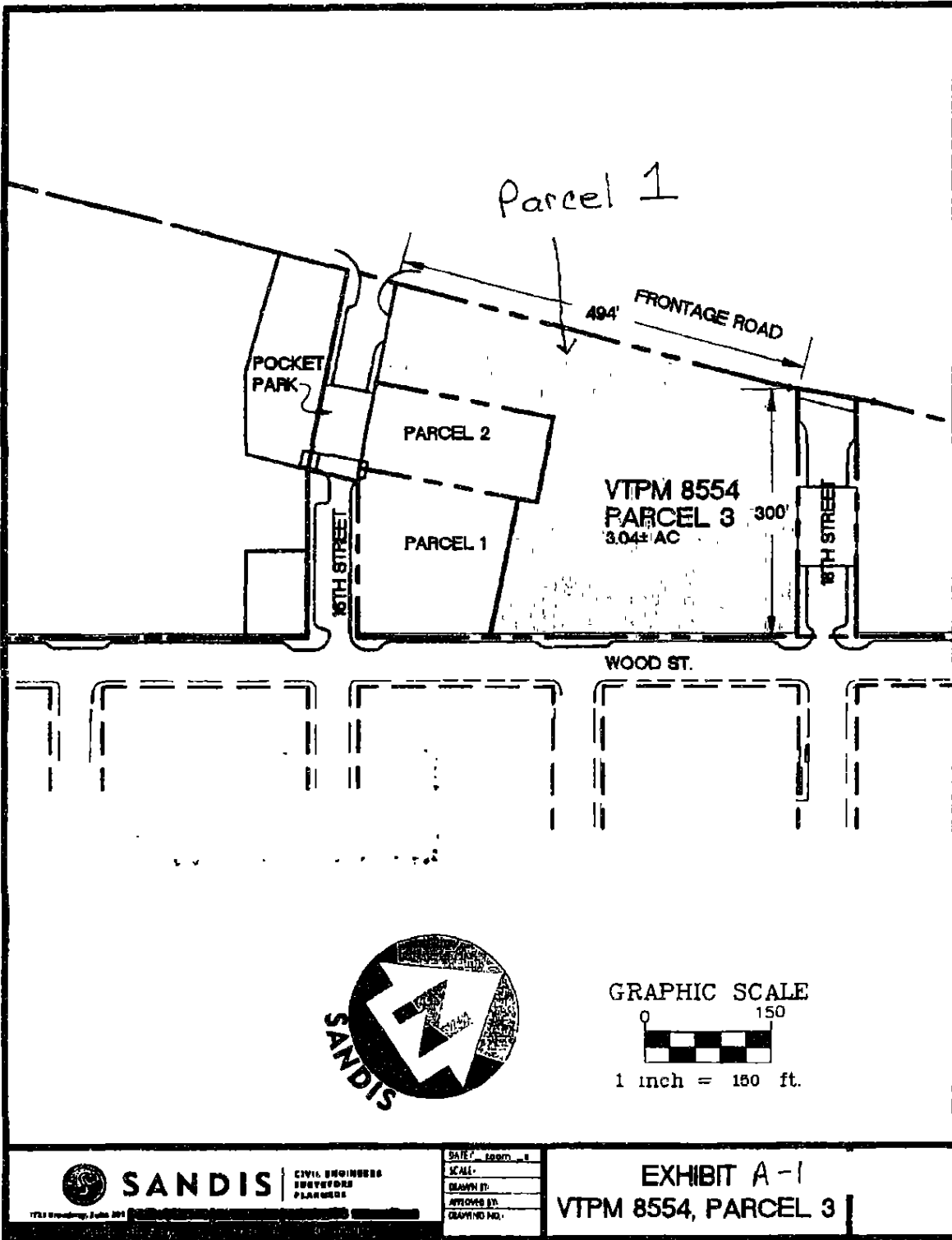


EXHIBIT A-1
Parcel 1



SANDIS

CIVIL ENGINEERS
SURVEYORS
PLANNERS

DATE: 10/01/01
SCALE:
DRAWN BY:
APPROVED BY:
DRAWING NO.:

EXHIBIT A-1
VTPM 8554, PARCEL 3

EXHIBIT A-2

Description of Parcel 2

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 A-3
Parcel 3

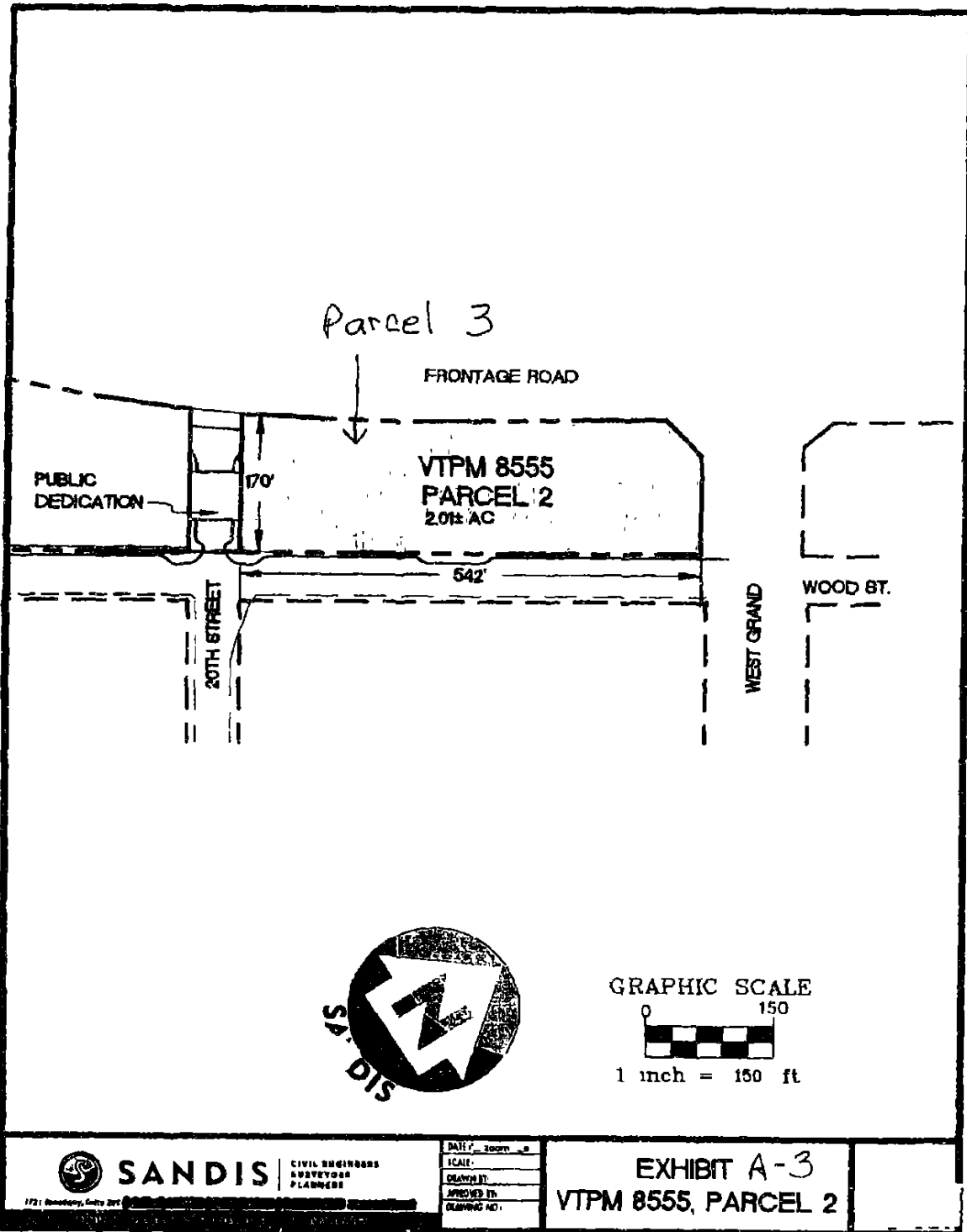


Exhibit B
18th Street conceptual improvement plan

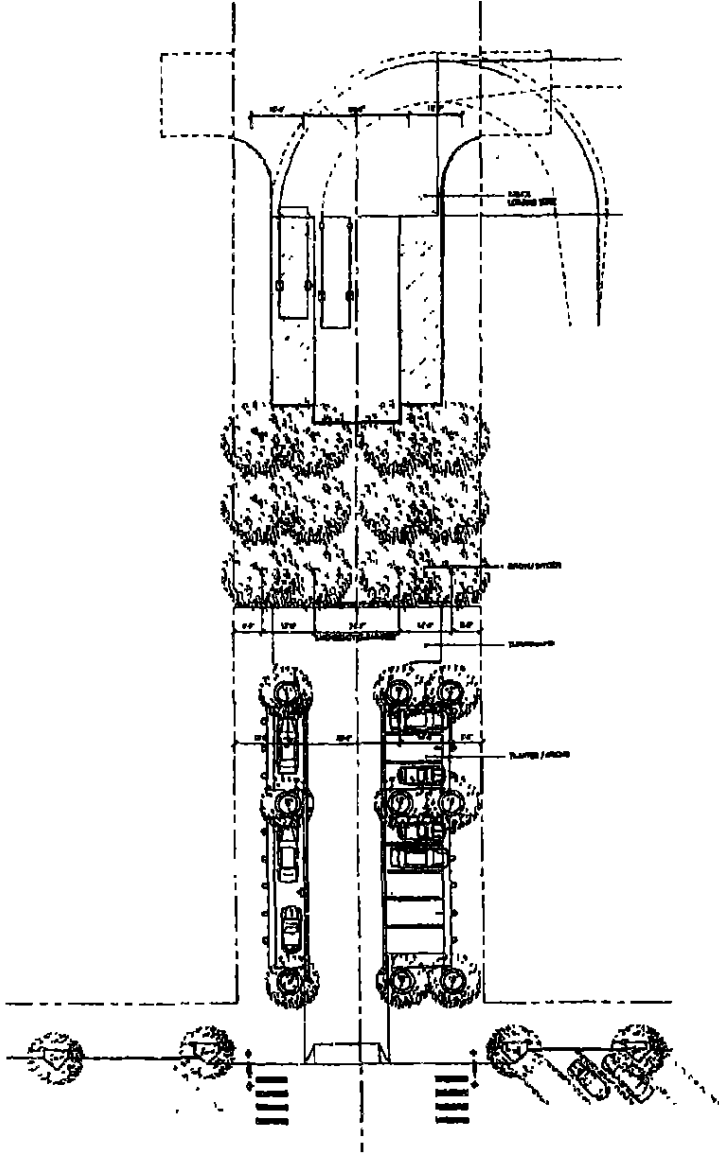


Exhibit D
18th Street Improvement cost estimate

Mobilization and Layout		<u>\$15,000</u>
	<i>Sub-Total</i>	<u>\$15,000</u>
Road Construction		
Demolition		\$28,783
Earthwork		\$9,521
Paving		\$83,475
Curb and Gutter		\$7,109
Sanitary Sewer		\$28,870
Storm Drainage		\$59,475
Street Scaping		\$28,783
Erosion Control/C.S		<u>\$8,000</u>
	<i>Sub-Total</i>	<u>\$225,777</u>
Pocket Park & Landscaping		
Earthwork		\$151
Paving		\$2,318
Site Concrete		\$8,000
Site Furnishings		\$8,000
Irrigation (includes \$5,000 water meter)		\$15,000
Planting		<u>\$15,004</u>
	<i>Sub-Total</i>	<u>\$48,474</u>
Lighting		
Street Lighting		<u>\$35,100</u>
	<i>Sub-Total</i>	<u>\$35,100</u>
Joint Trench		
Trenching		\$5,700
Vaults, Splice Boxes		\$18,715
Conduits		\$7,650
Street Lighting		<u>\$15,850</u>
	<i>Sub-Total</i>	<u>\$45,715</u>
Environmental Testing, Supervision and Remediation		
Contaminated soils testing & remediation		<u>\$20,000</u>
	<i>Sub-Total</i>	<u>\$20,000</u>
General Conditions/Contingency/Escalation		
3 yrs until beg	Total costs	<u>\$390,088</u>
	10% Design Contingency	<u>\$39,007</u>
	15% General Conditions	<u>\$58,381</u>
	3% Escalation	<u>\$44,409</u>
	<i>Sub-Total</i>	<u>\$537,842</u>
Utility Direct Contracts		
PG & E Contract Costs		\$48,875
PG & E Electrical System		\$22,875
PG & E Gas System		\$4,050
EBMUD Contract - Extend 6" Water Main		\$38,156
EBMUD Contract - Relocate/Install Fire Hydrants		<u>\$10,600</u>
	<i>Sub-Total</i>	<u>\$120,556</u>
Consultant Contracts for Design		
Civil - Design through construction documents		\$35,000
Civil - Hydrology Study		\$5,000
Joint Trench Consultant: - through review of CD		\$18,200
Landscape Architect		\$40,000
Soil Study		<u>\$5,000</u>
	<i>Sub-Total</i>	<u>\$104,200</u>
Fees		
City Fees		<u>\$20,000</u>
	<i>Sub-Total</i>	<u>\$20,000</u>
Total All Improvements		<u>\$782,598</u>

DRAFT January 31, 2008

Exhibit E
20th Street Improvement Cost Estimate

Mobilization and Layout		\$15,000
Mobilization and Layout		\$15,000
	<i>Sub-Total</i>	<u>\$15,000</u>
Road Construction		
Demolition		\$16,000
Earthwork		\$5,000
Paving		\$33,000
Curb and Gutter		\$4,000
Sanitary Sewer		\$0
Storm Drainage		\$59,000
Street Scaping		\$18,000
Erosion Control/C.3		\$8,000
	<i>Sub-Total</i>	<u>\$138,000</u>
Pocket Park & Landscaping		
Earthwork		\$1,000
Paving		\$2,000
Site Concrete		\$6,000
Site Furnishings		\$8,000
Irrigation (Includes \$5,000 water meter)		\$12,000
Planting		\$12,000
	<i>Sub-Total</i>	<u>\$39,000</u>
Lighting		
Street Lighting		\$21,000
	<i>Sub-Total</i>	<u>\$21,000</u>
Joint Trench		
Trenching		\$0
Vaults, Splice Boxes		\$0
Conduits		\$0
Street Lighting		\$15,000
	<i>Sub-Total</i>	<u>\$15,000</u>
Environmental Testing, Supervision and Remediation		
Contaminated spoils testing & remediation		\$20,000
	<i>Sub-Total</i>	<u>\$20,000</u>
General Conditions/Contingency/Escalation		
3 yrs until beg	Total costs	<u>\$249,000</u>
	10% Design Contingency	\$25,000
	16% General Conditions	\$41,000
	3% Escalation	\$28,000
	<i>Sub-Total</i>	<u>\$343,000</u>
Utility Direct Contracts		
PG & E Contract Costs		\$0
PG & E Electrical System		\$0
PG & E Gas System		\$0
EBMUD Contract - Extend 6" Water Main		\$20,000
EBMUD Contract - Relocate/Install Fire Hydrants		\$11,000
	<i>Sub-Total</i>	<u>\$31,000</u>
Consultant Contracts for Design		
Civil - Design through construction documents		\$25,000
Civil - Hydrology Study		\$3,000
Joint Trench Consultant - through review of CD		\$0
Landscape Architect		\$35,000
Soil Study		\$5,000
	<i>Sub-Total</i>	<u>\$68,000</u>
Fees		
City Fees		\$20,000
	<i>Sub-Total</i>	<u>\$20,000</u>
Total All Improvements		<u>\$462,000</u>

the shuttle service is no longer necessary, the Project Sponsor or its successor shall report to the Planning Director on the amount of shuttle use by Project residents and occupants, and the availability of other means to reduce the use of private vehicles by Project residents and occupants. The Planning Director shall permit discontinuation of the shuttle service upon finding either that (a) the shuttle is not being used sufficiently to result in a substantial reduction in private vehicle use by Project residents and occupants, or (b) another means of reducing the use of private vehicles by Project residents and occupants would be feasible and cost the same or less than the shuttle, would create a greater reduction in private vehicle use than would the shuttle, and would result in a substantial reduction in private vehicle use by Project residents and occupants. If the Planning Director determines item (b), above, is the basis for discontinuing the shuttle service, then the Project Sponsor or its successor or their successors shall implement other means of reducing private automobile use by Project residents and occupants. [WS MM TR-10.2]

PUBLIC IMPROVEMENTS

77. Conformance with Vesting Tentative Parcel Maps.

Ongoing.

All public improvements shall be constructed in substantial conformance with the individual vesting tentative parcel maps submitted by the Project Sponsors and as specified in Condition of Approval Numbers 78 through 82.

78. Public Improvements – Vesting Parcel Map 8551.

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

Project Sponsor of Parcel 1 of VTPM No. 8551 shall construct or cause the construction of improvements to the extension of 10th Street, including the pocket park. Project Sponsor of Parcel 2 shall construct or cause the construction of improvements to the portion of 14th Street accessed from the frontage road. 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. 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.

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 8551. Sidewalks on the opposite side of Wood Street Zoning District perimeter streets (i.e. outside the District) will get minor repairs only.

79. Public Improvements – Vesting Parcel Map 8552.

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

Project Sponsor of Parcel 1 of VTPM No. 8552 shall construct or cause the construction of improvements to 11th Street when the “Ice House” parcel is redeveloped. Project Sponsor of

Parcel 2 shall construct or cause the construction of improvements to Pine Street between 11th Street and 12th Street.

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 8552. Sidewalks on the opposite side of Wood Street Zoning District perimeter streets (i.e. outside the District) will get minor repairs only.

80. Public Improvements – Vesting Parcel Map 8553.

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

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.

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 8553. Sidewalks on the opposite side of Wood Street Zoning District perimeter streets (i.e. outside the District) will get minor repairs only.

81. Public Improvements – Vesting Parcel Map 8554.

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

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. 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. The Project Sponsor of Parcel 3 shall construct or cause the construction of improvements to 18th Street. Improvements to Wood Street, between 16th and 17th Streets, will be constructed prior to the completion of Parcel 1 (plaza). Wood Street between 17th and 18th Streets will be constructed when Parcel 3 is developed.

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 8554. Sidewalks on the opposite side of Wood Street Zoning District perimeter streets (i.e. outside the District) will get minor repairs only.

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.

WASTE REDUCTION AND RECYCLING

86. Waste Reduction and Recycling Plan.

Prior to issuance of the first certificate of building occupancy.

The Project Sponsor shall submit a “Waste Reduction and Recycling Plan” and a plan that demonstrates a good faith effort to divert at least fifty (50) percent of operations phase solid waste from landfill disposal to the Public Works Agency for review and approval, pursuant to City of Oakland Ordinance No. 12253. This measure shall reflect future increases in the City’s waste diversion goals above the current 50 percent.

Central Station Land LLC

1500 Park Avenue #100
Emeryville, CA 94608

Habitat for Humanity

2619 Broadway
Oakland, CA 94612

MidPen Housing Corp.

1970 Broadway #100
Oakland, CA 94612

June 16th, 2020

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

RE: *Public Improvements for Development Area 7 & 8 (Case File Number PLN14-262-PUDF-01, 2011-2195 Wood Street)*

Dear Mr. Brenyah-Addow,

Central Station Land LLC is the project sponsor ("Parcel 2 Sponsor") of Development Area 8 ("Parcel 2") in the Wood Street Zoning District ("District"). Habitat for Humanity and MidPen Housing Corp. are the proposed project sponsor ("Proposed Parcel 1 Sponsor") while the City is the current owner of Development Area 7 ("Parcel 1"). Collectively, Parcel 2 Sponsor and Proposed Parcel 1 Sponsor will be responsible for the construction of public improvements along Wood Street from 18th Street to West Grand Avenue, including construction of a pocket park at the western termination of 20th Street. As future neighbors, Parcel 2 Sponsor and Proposed Parcel 1 Sponsor have discussed phasing the required public improvements such that they are constructed in the most efficient way possible. We believe this plan ensures that each project can proceed independently while delivering improvements to Wood Street.

Background

In December 2014, the Parcel 2 project was unanimously granted a Preliminary and Final Development Plan and Design Approval by the Oakland Planning Commission (Case File Number PLN14-262-PUDF-01) for a mixed-use development within the District. The fully entitled Parcel 2 project includes 235 residential units with ground floor commercial flex space. The Parcel 2 project is expected to start construction in late 2020, with completion projected for early 2022.

The Parcel 1 project is a City-sponsored 100% affordable housing development, including both rental and homeownership units. The Proposed Parcel 1 Sponsor has executed an Exclusive Negotiating Agreement with the City. The Parcel 1 project is just beginning the entitlements process and is unlikely to start construction before 2023.

There is a vesting tentative parcel map (VTPM 8555) approved in 2005 that encompasses both Parcel 2 and Parcel 1. VTPM 8555 is included here as Exhibit A and the Conditions of Approval for VTPM 8555 are included here as Exhibit B.

Per Condition of Approval #82 of VTPM:

"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."

Central Station Land LLC

1500 Park Avenue #100
Emeryville, CA 94608

Habitat for Humanity

2619 Broadway
Oakland, CA 94612

MidPen Housing Corp.

1970 Broadway #100
Oakland, CA 94612

In addition to the shared public improvement requirements under VTPM 8555, Parcel 1 and Parcel 2 are linked via a recorded cost sharing agreement (“Cost Sharing Agreement”). The Cost Sharing Agreement is included here as Exhibit C. The Cost Sharing Agreement stipulates that the Parcel 2 Sponsor and Proposed Parcel 1 Sponsor share the cost of required improvements at the western termination of 20th Street.

Construction Timing Considerations

20th Street Pocket Park

The Cost Sharing Agreement divides financial responsibility 50%/50% between the Parcel 1 and Parcel 2. Whichever parcel moves forward with construction first must construct the 20th Street improvements, with the other parcel provided reimbursement within 30 days of billing. Given the current status of each project, Parcel 2 Sponsor will more than likely construct the improvements and submit a reimbursement request to the Parcel 1 Sponsor (currently the City of Oakland) until the Proposed Project Sponsor takes title and/or ground leases the site prior to construction closing. Under this scenario, the Parcel 1 Sponsor will have to utilize funds for the reimbursement.

Parcel 1 Frontage Improvements

Parcel 1 is in the very early stage of predevelopment and likely won’t finalize their frontage design until after Parcel 2 has completed construction. All parties are concerned that any frontage improvements constructed by the Parcel 2 Sponsor will be at great risk of damage and/or require re-design and removal when the Parcel 1 project moves forward. This scenario would increase the cost of construction for both projects, including the publicly-funded Parcel 1 project.

In addition to the potential construction inefficiencies and cost impacts, the project-specific condition of approval for frontage improvements is not consistent with the conditions of approval for VTPM 8555 or with the requirements placed on other Wood Street projects. While VTPM 8555 requires project owners to construct the pocket park for the other project owners, this requirement does not exist for frontage improvements. Moreover, other development areas in the District have not been required to construct Wood Street frontage improvements for another development area regardless of phasing. We believe that the below proposed revisions will lower costs for both the Parcel 1 and Parcel 2 projects while also bringing the project-specific and VTPM conditions of approval into alignment.

Proposed Solution

The Proposed Project 1 Sponsor and Parcel 2 Sponsor have collectively discussed the below proposal to address these two issues. We believe it meets the interests of the Project Sponsors and our City partners.

20th Street Pocket Park

Given the potential near-term funding constraints for the Potential Parcel 1 Sponsor, Parcel 2 Sponsor proposes to structure Parcel 1’s improvement contribution as a loan rather than requiring an upfront payment as outlined in the cost sharing agreement. Parcel 2 Sponsor is willing to accept the additional costs and risks of payment deferral to ensure the Parcel 1 Sponsor (currently the City of Oakland) and Proposed Parcel 1 Sponsor are not unduly burdened by this condition of approval.

Parcel 1 Frontage Improvements

We propose that Condition of Approval #82 for Parcel 2 be modified to remove the requirement for the construction of Parcel 1 frontage improvements. This modification will bring the condition of approval into alignment with the condition of approval detailed in VTPM 8555:

Central Station Land LLC

1500 Park Avenue #100
Emeryville, CA 94608

Habitat for Humanity

2619 Broadway
Oakland, CA 94612

MidPen Housing Corp.

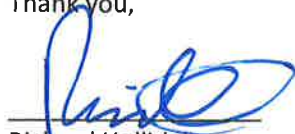
1970 Broadway #100
Oakland, CA 94612

"The Project Sponsor of Parcel 2 shall construct or cause to be constructed public improvements to Wood Street, from 20th Street to West Grand Avenue, and 20th Street, if not already installed by Project Sponsor of Parcel 1.

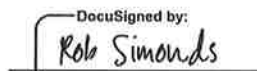
Except as otherwise provided in this condition, the street improvements referred to in this condition include complete street width, curb, gutter, sidewalk, and installation of utilities in accordance with the standards of the City of Oakland to the limits shown on VTPM 8555. Sidewalks on the opposite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

We appreciate your consideration and look forward to collaborating together on these important projects over the next couple of years.

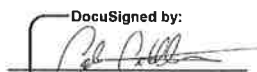
Thank you,



Richard Holliday
Central Station Land LLC

DocuSigned by:


Rob Simonds
Director of Housing Development
Habitat for Humanity

DocuSigned by:


Carlos Castellanos
Director of Housing Development
MidPen Housing Corp.

the Project Sponsor shall work with AC Transit and BART to design a public shuttle service and incorporate public transit stops into the final development plans in consultation with AC Transit. The shuttle or transit stops shall be located within the Project Area and would be dispersed such that Project residents would be no more than one-quarter mile from a shuttle or transit stop. Shuttle or transit stops at the existing AC transit bus stop on Wood Street by Parcel 3 of VTPM 8553, in front of the 16th Street Plaza (Parcel 1 of VTPM 8554), and on Wood Street at 20th Street by Parcel 1 of VTPM 8555 should be considered. The shuttle service would operate at 15-minute peak-hour headways during commute hours. The shuttle service shall be designed to meet City of Oakland standards, link with pedestrian access, and be reviewed for approval by the City.

The shuttle service shall be implemented within three months following the issuance of a Certificate of Occupancy of the 300th residential dwelling within the Wood Street Zoning District. At that time, the Project Sponsor, or its successor in interest, will fund operation and maintenance of the shuttle. Thereafter, and every two years until such time as the Planning Director determines that the shuttle service is no longer necessary, the Project Sponsor or its successor shall report to the Planning Director on the amount of shuttle use by Project residents and occupants, and the availability of other means to reduce the use of private vehicles by Project residents and occupants. The Planning Director shall permit discontinuation of the shuttle service upon finding either that (a) the shuttle is not being used sufficiently to result in a substantial reduction in private vehicle use by Project residents and occupants, or (b) another means of reducing the use of private vehicles by Project residents and occupants would be feasible and cost the same or less than the shuttle, would create a greater reduction in private vehicle use than would the shuttle, and would result in a substantial reduction in private vehicle use by Project residents and occupants. If the Planning Director determines item (b), above, is the basis for discontinuing the shuttle service, then the Project Sponsor or its successor or their successors shall implement other means of reducing private automobile use by Project residents and occupants. [WS MM TR-10.2]

PUBLIC IMPROVEMENTS

77. Conformance with Vesting Tentative Parcel Maps.

Ongoing.

All public improvements shall be constructed in substantial conformance with VTPM 8555 submitted by the Project Sponsor and as specified in Condition of Approval Numbers 78 through 82.

78. Condition number not used.

79. Condition number not used.

80. Condition number not used.

81. Condition number not used.

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.

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.

13

RECORDING REQUESTED BY
CHICAGO TITLE COMPANY



2009099005

04/05/2009 08:30 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE 84.00

Recording Requested By and
When Recorded Return to:



26 PGS

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

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18TH STREET AND 20TH STREET IMPROVEMENTS AGREEMENT

This 18th Street and 20th Street Improvements Agreement (this "**Agreement**") is entered into as of October 31, 2008 (the "**Effective Date**") by and between BUILD West Oakland, LLC, a California limited liability company ("**BUILD WEST OAKLAND**"), Central Station Land LLC, a California limited liability company ("**CSL**") and the Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law ("**Agency**") in the following factual context:

A. BUILD West Oakland owns certain real property described on Exhibit A-1 hereto as Parcel 1 ("**Parcel 1**"). BUILD West Oakland shall be referred to herein from time to time as "**Parcel 1 Owner**". Agency owns certain real property described on Exhibit A-2 hereto as Parcel 2 ("**Parcel 2**"). Agency intends to convey Parcel 2 for affordable housing development to the development entity chosen through a public request for proposals process to be conducted by Agency. Such transferee of Parcel 2, (whether such transferee acquires a fee interest or a long term possessory interest in Parcel 2) or any other subsequent transferee of a fee interest or a long term possessory interest in Parcel 2 is referred to herein as a "**Parcel 2 Owner**". CSL owns certain real property described on Exhibit A-3 hereto as Parcel 3 ("**Parcel 3**"). CSL is referred to herein as "**Parcel 3 Owner**". Parcel 1 Owner, Parcel 2 Owner and Parcel 3 Owner are each referred to herein from time to time individually as an "**Owner**" and collectively as "**Owners**". Parcel 1, Parcel 2 and Parcel 3 are each referred to herein from time to time as a "**Parcel**" and collectively as 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 ("**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 Vesting Tentative Parcel Maps, 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 Owners (i) complete certain infrastructure improvements described in the Approvals and located in

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the 18th Street right-of-way between Wood Street and the proposed driveway adjacent to the I-880 frontage road in the City (the "**18th Street Right-of-Way**"), as more particularly depicted in the attached Exhibit B (the "**18th Street Improvements**"), and (ii) complete certain infrastructure improvements described in the Approvals and located in the 20th Street right of way (the "**20th Street Right-of-Way**") as more particularly depicted in the attached Exhibit C (the "**20 Street Improvements**").

D. The Approvals provide that the Owner (identified as "**Project Sponsor**") who first develops its Parcel is responsible for the construction of the 18th Street Improvements and that the Parcel 2 Owner and the Parcel 3 Owner who first develops its Parcel is responsible for the construction of the 20th Street Improvements. Such Owner is referred to herein as the "**Managing Owner**".

E. Each Owner is developing an independent development project on its respective Parcel. Agency, CSL and BUILD are entering into this Agreement to establish the obligations of each Owner with respect to payment of the cost of the 18th Street Improvements and the 20th Street Improvements (collectively, the "**Improvements**") and to facilitate a collaborative process of designing and constructing the Improvements. Agency, CSL and BUILD intend this Agreement to run with, benefit and burden the Parcels and successor owners of the Parcels.

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

SECTION 1. COST SHARING AND CONSTRUCTION OF IMPROVEMENTS

1.1 Construction of Improvements and Improvements Costs.

Once the Managing Owner for the Improvements is determined pursuant to the Approvals, the Managing Owner shall, in compliance with the Approvals, construct the Improvements or coordinate and direct work necessary to complete the Improvements, including but not limited to, entering into contracts with various professional designers and construction companies to design and construct the Improvements. The Managing Owner for the Improvements shall be responsible for the day-to-day management of the design and construction of the Improvements, shall pay invoices in a timely manner, and shall diligently oversee and coordinate the design and construction of the Improvements in a good and workmanlike manner. The design of the 18th Street Improvements shall be consistent with Exhibit B hereto and the design of the 20th Street Improvements shall be consistent with Exhibit C hereto, and the quality and level of finish for the 18th Street Improvements and the 20th Street Improvements shall be consistent with that of the 16th Street improvements constructed pursuant to that certain Cost-Sharing Agreement dated on or about the date of this Agreement between Owners and certain other parties. Subject to and in accordance with the terms of this Agreement, the Owners shall pay all costs related to the design and construction of the 18th Street Improvements (the "**18th Street Improvements Costs**") and the 20th Street Improvements (the "**20th Street Improvements Costs**"). An estimate of the 18th Street Improvements Costs is set forth on Exhibit D attached hereto (the "**18th Street**

Estimate). An estimate of the 20th Street Improvements is set forth in Exhibit E hereto (the **"20th Street Estimate"**). The 18th Street Improvements Costs and the 20th Street Improvements Costs are collectively referred to herein as the **"Improvements Costs"**. Agency, CSL and BUILD acknowledge that the Improvements Costs may exceed the applicable Estimate for such costs. The Owners shall pay their respective Percentage Shares (defined in Section 1.2) of the Improvements Costs up to the Maximum Pre-Approved Cost. The **"Maximum Pre-Approved Cost"** for (i) the 18th Street Improvements is the 18th Street Improvement Estimate as increased by the Percentage Increase in the ENR CCI (defined below) and (ii) the 20th Street Improvements is the 20th Street 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 Owners shall select a substitute index or permitted percentage increase. If the Owners are unable to agree on such substitute, the Owners shall use the Consumer Price Index Oakland-San Francisco-San Jose, all urban consumers, all items. The **"Percentage Increase"** shall be measured from the August, 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 applicable Improvements. The obligation of the Owners to pay Improvements Costs in excess of the Maximum Pre-Approved Cost shall be subject to the procedures set forth below.

If the Managing Owner determines that the Improvements Costs for the 18th Street Improvements or the 20th Street Improvements will exceed the Maximum Pre-Approved Cost, Managing Owner shall notify the other Owners (**"Non-Managing Owners"**) 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, (an **"Increased Improvements Cost Notice"**). The Non-Managing Owners shall either approve or disapprove the Improvements Costs set forth in the Increased Improvements Cost Notice by written notice delivered to the Managing Owner within ten (10) days after receipt of the Increased Improvements Cost Notice. Any disapproval shall specify reasons for such disapproval. Failure by any Non-Managing Owner to deliver written notice approving or disapproving the costs set forth in the Increased Improvements Costs Notice within the time specified above shall be deemed approval. If any Non-Managing Owner disapproves the costs set forth in the Increased Improvements Cost Notice, the Owners shall confer in good faith to explore the reasons for the increase and ways to reduce the costs, including the possibility of value engineering. If, after conferring with the Non-Managing Owners and using commercially reasonable efforts to achieve a reduction in the applicable Improvements Costs through value engineering or otherwise, Managing Owner determines in good faith that the applicable Improvements Costs cannot be reduced to the Maximum Pre-Approved Cost, the Managing Owner shall so notify the Non-Managing Owners, which notice shall set forth the projected Improvements Costs and the reasons for Managing Owner's determination (the **"Final Improvements Cost Notice"**). The Non-Managing Owners shall either approve or disapprove the Improvements Costs set forth in the Final Improvements Cost Notice by written notice to the Managing Owner delivered within five (5) days after receipt of the Final Improvements Cost Notice. Any disapproval shall contain specific reasons for such disapproval. Failure to deliver notice of approval or disapproval within such 5-day period shall be deemed approval. If a Non-Managing

Owner disapproves the Improvements Costs set forth in the Final Improvements Cost Notice, Managing Owner 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. The Managing Owner may, but shall not be obligated to, commence construction of the applicable Improvements until the Improvements Costs have been approved by Non-Managing Owner under this Section 1.1 or until any dispute between the Owners regarding the Improvements Costs has been resolved pursuant to mediation or arbitration.

1.2 Allocation of Improvements Costs. Each percentage set forth in this Section 1.2 shall be that Owner's "**Percentage Share**."

(a) 18th Street Improvements. Parcel 1 Owner shall pay forty-six percent (46%) of the 18th Street Improvements Costs, Parcel 2 Owner shall pay forty-eight percent (48%) of the 18th Street Improvements Costs and Parcel 3 Owner shall pay six percent (6%) of the 18th Street Improvements Cost.

(b) 20th Street Improvements. Parcel 2 Owner shall pay fifty percent (50%) of the 20th Street Improvements Costs and Parcel 3 Owner shall pay fifty percent (50%) of the 20th Street Improvements Costs.

(c) Timing of Cost Payment With Respect to Parcel 2. In the event that any Improvements are installed prior to transfer by Agency of Parcel 2 (or a possessory interest in Parcel 2) to a Parcel 2 Owner, the Parcel 2 Owner shall be obligated to pay its Percentage Share of such Improvement Costs, including without limitation, the costs described in Section 1.4, if any, to the Managing Party within fifteen (15) days after acquiring title or a possessory interest in Parcel 2.

1.3 Payment Process

Each Owner shall pay to Managing Owner, within thirty (30) days after billing by the Managing Owner, its respective Percentage Share of progress payments for the Improvements based on the percentage of work completed (if Parcel 2 has been transferred to a Parcel 2 Owner at that time). Such billing shall be accompanied by invoices and other supporting information reasonably requested by the Non-Managing Owner, provided that the Managing Owner shall not be required to provide a certificate of completion from an architect. The Managing Owner shall not bill more frequently than once per month.

1.4 Additional Improvement Costs

(a) Required Additional Work. The Managing Owner may, pursuant to the provisions of this Section 1.4(a), propose any unforeseeable additional work or change order to 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 or (iii) any required remediation work as described in Section 1.4(b) ("**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 ("**Minor Additional Work**"), then the Managing Owner 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 Owner within two (2) business days of commencing the Minor Additional Work. For all Additional Work that is not Minor Additional Work ("**Major Additional Work**"), the Managing Owner 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 Non-Managing Owners (a "**Major Additional Work Notice**"). The Major Additional Work shall be subject to the same approval and dispute resolution process as set forth in Section 1.1 with respect to an increase in the Improvements Costs over the Maximum Pre-Approved Cost. All Additional Work shall be completed in accordance with the proposed and approved plans and shall be considered an Street Improvements Cost and the Owners shall share the cost in accordance with their respective Percentage Shares.

(b) **Unknown Remediation Costs** None of the Owners nor Agency know of any environmental or hazardous material contamination affecting the 18th Street Right-of-Way. If, however, any government agency validly imposes any requirement to remediate hazardous material contamination in the 18th Street Right of Way, each Owner shall share the cost of the required remediation as an 18th Street Improvement Cost in accordance with its Percentage Share, subject to cost approval is and as required pursuant to Section 1.4(a) and the Managing Owner 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 Managing Owner defaults in its obligation to diligently design and construct or to diligently oversee and coordinate the design and construction of the Improvements or to pay timely for invoiced work related to the Improvements (the "**Managing Owner's Obligations**") in accordance with this Agreement, then, after expiration of the applicable notice and cure period set forth in Article 5, either Non-Managing Owner shall have the right, but not the obligation, to perform the obligations of Managing Owner hereunder. No such performance by Non-Managing Owner shall relieve Managing Owner of its obligation to pay its Percentage Share of the Improvements Costs. Such right shall be in addition to all other rights or remedies Non-Managing Owners may have as a consequence of such default.

SECTION 2. TERM

The term of this Agreement shall start on the Effective Date and shall terminate upon final completion of the Improvements and upon payment of all sums due from each Owner under this Agreement. Completion of the Improvements shall be 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. Upon termination of this Agreement, at the request of either Owner, the Owners shall execute and cause to be recorded in the Official Records of Alameda County a termination of this Agreement

SECTION 3. MEETINGS

3.1 Meetings. When the first Owner shall elect to go forward with development of its Parcel, such Owner shall notify the other Owners and the Owners shall hold monthly meetings or conference calls on a mutually agreed day and time at the offices of the Managing Owner or another mutually agreed location by the Owners ("**Regular Meetings**") Additionally, any Owner may call an emergency meeting for any reason related to the Improvements by (a) providing 48 hours notice to the other Owners; (b) identifying issue it proposes to discuss; and (c) setting forth the requested 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 Owner's Representative, or an alternate who is empowered to make decisions on behalf of its Owner in the absence of the Owner's Representative, provided that Emergency Meetings must be on a mutually convenient date and time Decisions reached in the meeting shall be memorialized in a writing signed by the Owners or confirmed by e-mail, and shall be binding upon the Owners. Each Owner 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 Parcel 1 Owner is Ben Golvin, the Representative of Parcel 3 Owner is Cal Inman and the Representative for Parcel 2 Owner shall be designated by the Parcel 2 Owner upon transfer of Parcel 2 by Agency to the Parcel 2 Owner Each Owner may change Representative upon prior written notice to the other Owners

3.2 Dedication. The Owners 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.

3.3 No Partnership or Joint Venture. Nothing contained in this Agreement shall be construed in a manner, or is intended to create, any relationship between the Owners 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 partnership or joint venture shall be deemed to exist between the Owners and the Agency as a consequence of this Agreement. Each Owner acknowledges that each Representative of an Owner is not and shall not be regarded as an agent or employee of the other Owner by virtue of his or her actions or role pursuant to this Agreement

SECTION 4. ASSIGNMENT; COVENANTS RUNNING WITH THE LAND; TRANSFER OF PARCEL 2 BY AGENCY

No Owner may assign its rights or obligations under this Agreement other in connection with the transfer of ownership of its Parcel. Upon the transfer of an Owner's Parcel and the written assumption by the transferee of all obligations of Owner under this Agreement, the transferring Owner shall be released from all obligations hereunder arising after the date of such transfer and assumption. This Agreement and all rights and obligations hereunder shall constitute an equitable servitude, shall be enforceable as covenants running with the land, and shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

As a condition to transfer of Parcel 2, Agency agrees for the benefit of Parcel 1 Owner and Parcel 3 Owner to require the transferee to agree in writing to perform the obligations of Parcel 2 Owner under this Agreement and to take title to Parcel 2 subject to the terms and conditions of this Agreement, provided that this Agreement shall be binding upon Parcel 2 and Parcel 2 Owner regardless of whether Parcel 2 Owner executes such agreement. Agency, Parcel 1 Owner and Parcel 3 Owner acknowledge and agree that Agency shall not have any obligation to construct the Improvements, to pay any portion of the Improvements Costs under this Agreement, or to perform any other obligation of Parcel 2 Owner under this Agreement, other than to perform its obligation to require its transferee to agree in writing to perform the obligations of Parcel 2 Owner hereunder as a condition of such transfer.

SECTION 5. DEFAULT

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

- (a) The Owner becomes insolvent or files for bankruptcy;
- (b) The Owner fails to make a payment required under Section 1 and such failure shall continue for five (5) business days after notice of failure delivered by the other Owner; and
- (c) The Owner breaches any other material term or provision of this Agreement provided that if such breach is susceptible of cure, Owner shall not be in default if Owner cures such breach within thirty (30) days after notice from the other Owner, or within such additional time as may be reasonably necessary to effect cure, so long as Owner commences cure within such 30-day period and diligently and continuously proceeds to completion.

Each Owner shall have all rights and remedies available at law or in equity as a consequence of an Event of Default hereunder, provided that in no event shall either Owner be liable for consequential or special damages.

SECTION 6. INDEMNITY

The Managing Owner shall indemnify, defend and hold the Non-Managing Owners and the Agency, its officers, agents, and employees, harmless from and against any and all claims, demands, liabilities, costs, damages, expenses, and causes of action arising out of or incidental to (i) any injury to persons or property arising in connection with the construction of the Improvements, or (ii) any claim by any consultant, contractor or supplier in connection with the design or construction of the Improvements. Notwithstanding the foregoing, neither the Non-Managing Owners nor the Agency shall be indemnified hereunder for any claim, loss or expense arising from the breach of this Agreement or the gross negligence or willful misconduct of the Non-Managing Owners, the Agency, or their respective employees, agents or contractors. The obligations of this Section 6 shall survive the termination of this Agreement.

SECTION 7. DISPUTE RESOLUTION

7.1 Private Negotiation Any controversy or dispute arising out of or related to this Agreement (a "**Dispute**"), shall be subject to private negotiation between the Owners, 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 Owners agree to negotiate in good faith to resolve the Dispute. If the negotiations do not resolve the Dispute to the reasonable satisfaction of the Owners within fifteen (15) days from a written request for a negotiation, then each Owner'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 San Francisco or Oakland, California, at a location designated by the Owner requesting the negotiation and may be attended only by the Owner's 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 7.2.

7.2 Mediation.

(a) Within fifteen (15) days following the Representatives' meeting described in Section 7.1, any Owner may initiate non-binding mediation (the "**Mediation**"), conducted by Judicial Arbitration & Mediation Services, Inc ("**JAMS**") or other agreed upon mediator. Any Owner may initiate the Mediation by written notice to the other Owners.

(b) The mediator shall be a retired judge or other mediator, selected by mutual agreement of the Owners, 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 Owners and the mediator mutually decide.

(c) If the Dispute is not fully resolved by mutual agreement of the Owners within fifteen (15) days after completion of the Mediation, then the Dispute shall be submitted to arbitration pursuant to Section 7.3

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

7.3 Binding Arbitration.

(a) Binding arbitration (the "**Arbitration**"), shall be conducted by JAMS or other agreed upon arbitrator. Any Owner may initiate the Arbitration by written notice to the other Owners within fifteen (15) days following the Mediation described in Section 7.2.

(b) The arbitrator shall be a retired California Superior Court or Court of Appeal judge or other arbitrator, selected by mutual agreement of the Owners, 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 San Francisco, California, within fifteen (15) days after the arbitrator is selected, or a longer period as the Owners and the arbitrator mutually decide.

(c) The Owners 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 Owner prevailing in the discovery dispute, regardless of which Owner 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 7 shall limit an Owner'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 Owner producing the witnesses. The prevailing Owner(s) in the Arbitration shall be entitled to receive from the non-prevailing Owner(s), 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.

Parcel 1 Owner Initials

Agency Initials

Parcel 3 Owner Initials



SECTION 8. MISCELLANEOUS

8.1 Governing Law. This Agreement and the rights of the Owners and the Agency 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.

8.2 Force Majeure. Performance under this Agreement by the Owners, 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. If an Owner's performance is delayed by any Force Majeure Event, such Owner shall give the other Owners written notice of such Force Majeure Event within ten (10) business days after learning of such Force Majeure Event

8.3 Enforcement by Lien. All sums due and unpaid by a defaulting Owner hereunder will be assessed against such defaulting Owner and are payable upon written demand, subject to any applicable notice and cure period set forth in Section 5. Should such defaulting Owner fail to pay such costs and expenses within thirty (30) of receipt of such written demand, such costs and expenses also constitute a lien against the Parcel owned by the defaulting Owner until paid, effective upon recordation of a verified notice of lien in the Official Records of Alameda County,

California. Any such lien is subject and subordinate to any bona fide mortgage or deed of trust encumbering any Parcel at the time such notice of lien is recorded or thereafter, 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 the restrictions and other provisions of this Agreement. Except as provided above, any such lien is 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.

8.4 Mortgage 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

8.5 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 shall pay the prevailing party's 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

8.6 Terms. The Owners and the Agency 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 Owners caused the uncertainty to exist.

8.7 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.

8.8 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

8.9 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 Owners and the Agency.

8.10 Further Assurances. Each Owner and the Agency shall, at its own expense, execute, acknowledge and deliver such additional documents and instruments reasonably requested by another Owner or the Agency 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.

8.11 No Third-Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Owners and the Agency, 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.

8.12 Notices. All notices, consents, requests, demands or other communications to or upon Owners and 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 facsimile, addressed to the following addresses (upon transfer of Parcel 2 by Agency, notices shall be delivered to Parcel 2 Owner at the address specified by Parcel 2 Owner in a written notice to Parcel 1 Owner).

BUILD: BUILD West Oakland, LLC
345 Spear Street, Suite 700
San Francisco, CA 94105
Attention: President
fax (415) 321-3591

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

CSL Central Station Land LLC
1500 Park Avenue, Suite 200

Emeryville, CA 94608
fax (510) 475-2125

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 Owner may change its address by written notice to the other Owners 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 Owner shall promptly notify the transmitting Owner of any transmission problem and the transmitting Owner shall promptly resend any affected pages.

8.13 Amendments. Any amendment to this Agreement shall be in writing, dated and signed by the Owners and, until Parcel 2 has been transferred to a Parcel 2 Owner, 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.

8.14 Waiver. No waiver of any obligations under this Agreement will be enforceable or admissible unless set forth in a writing signed by the Owners and, until Parcel 2 has been transferred to a Parcel 2 Owner, the Agency, 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.

8.15 Entire Agreement. This Agreement and the exhibits contain the entire understanding between the Owners and the Agency regarding the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between the Owners or the Agency relating to the subject matter of this Agreement which are not fully expressed in this Agreement and related written agreements of the same date.

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

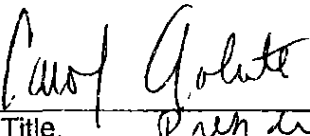
Exhibits A-1,2 and 3	Parcels
Exhibit B	18 th Street Improvements
Exhibit C	20 th Street Improvements
Exhibit D	18 th Street Improvements Costs
Exhibit E	20 th Street Improvements Costs

Agency, Parcel 1 Owner and Parcel 3 Owner have executed this 18th Street and 20th Street Improvements Agreement as of the date written above.

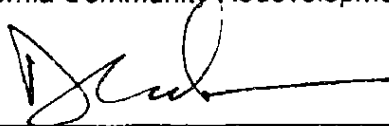
Build West Oakland, LLC, a California limited liability company

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

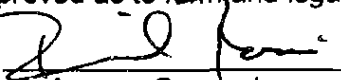
By: BRIDGE Infill Development, Inc., a California corporation, its Manager

By 
Name and Title. President Carol Galante

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

By 
Agency Administrator Daniel Noah Lindheim

Approved as to form and legality

By 
Agency Counsel Daniel Rossi

Central Station Land LLC,
a California limited liability company

By SEE COUNTERPART SIGNATURE
Richard M. Holliday, Manager

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 SEE COUNTERPART SIGNATURE
Name and Title: _____

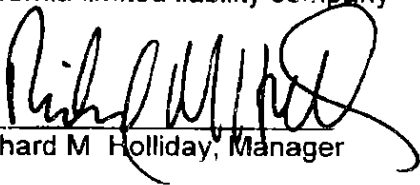
Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law

By: SEE COUNTERPART SIGNATURE
Agency Administrator

Approved as to form and legality:

By: _____
Agency Counsel

**Central Station Land LLC,
a California limited liability company**

By 
Richard M. Holliday, Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)

COUNTY OF ALAMEDA)

ss.

On March 30, 2009, before me, Laurie Edwards Notary Public,

Date

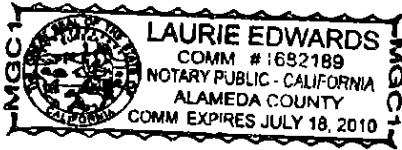
Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Richard M. Holliday

Name of Signer(s)

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Laurie Edwards
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other.

Number Of Pages

Date Of Document

Signer is representing.

Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

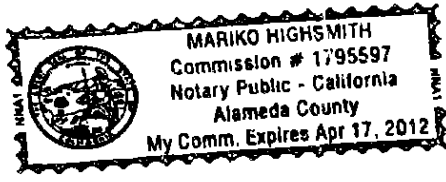
On November 7th 2008 before me, Mariko Highsmith, Notary Public

personally appeared David Noah Lindheim

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document: 18th St. & 20th St. Improv. Agreement

Document Date _____ Number of Pages _____

Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

- Signer's Name _____
- Individual
- Corporate Officer — Title(s) _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other _____



Signer Is Representing _____

- Signer's Name _____
- Individual
- Corporate Officer — Title(s) _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other _____



Signer Is Representing _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On January 27, 2009 before me, Christen Kellaine Casillas, Notary Public

personally appeared Carol Galante

Name(s) of Signer(s)

who 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



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature [Handwritten Signature]

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document Memorandum and Agreement Concerning Cost-Sharing Agreement

Document Date September 26, 2008

Number of Pages: _____

Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name Carol Galante

- Individual
- Corporate Officer — Title(s) _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other _____

Signer Is Representing _____



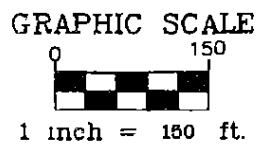
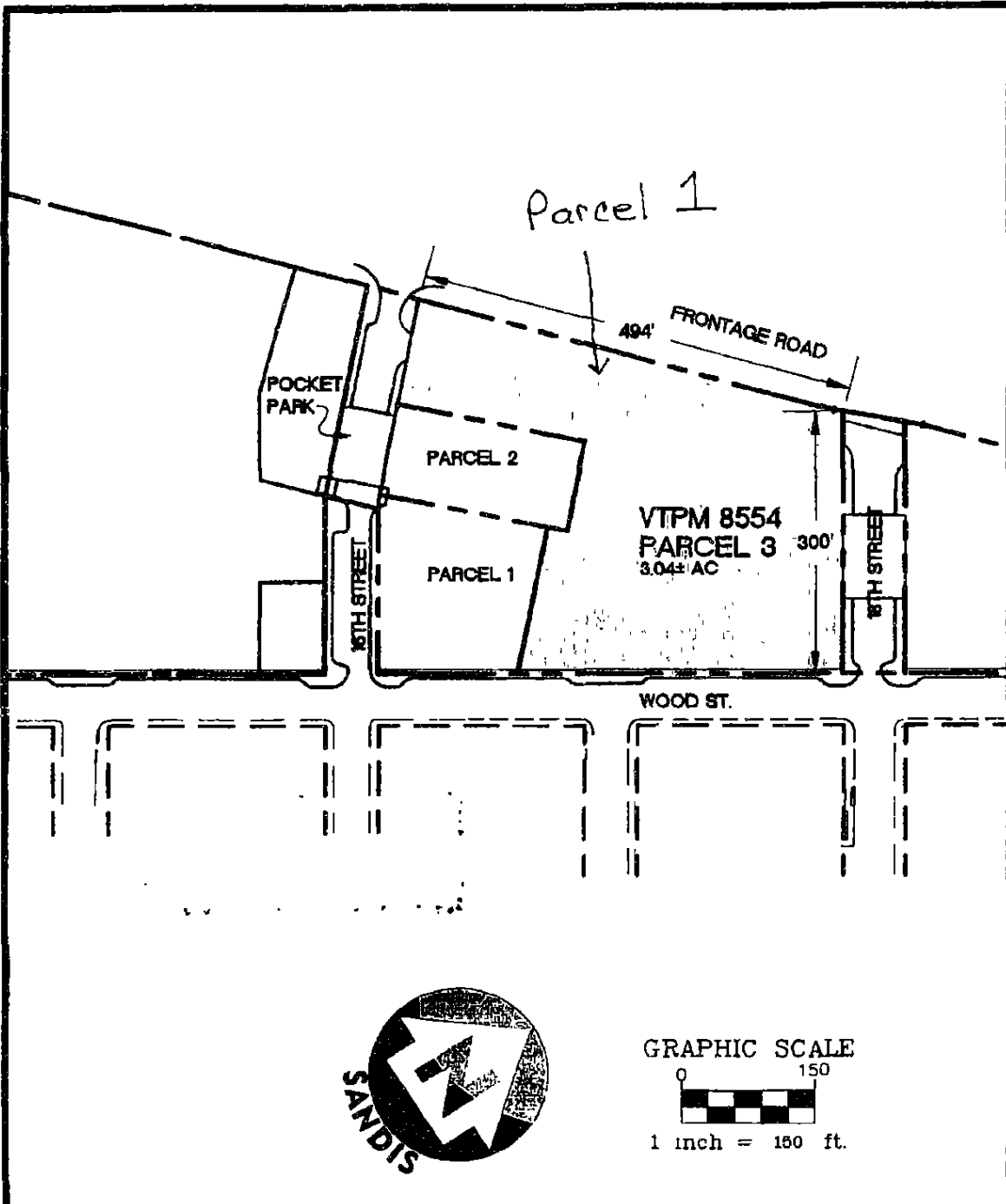
Signer's Name _____

- Individual
- Corporate Officer — Title(s) _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other _____

Signer Is Representing: _____



EXHIBIT A-1
Parcel 1



SANDIS CIVIL ENGINEERS
SURVEYORS
PLANNERS

DATE: 10/01/11
SCALE:
DRAWN BY:
APPROVED BY:
DRAWING NO.:

EXHIBIT A-1
VTPM 8554, PARCEL 3

EXHIBIT A-2

Description of Parcel 2

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 A-3
Parcel 3

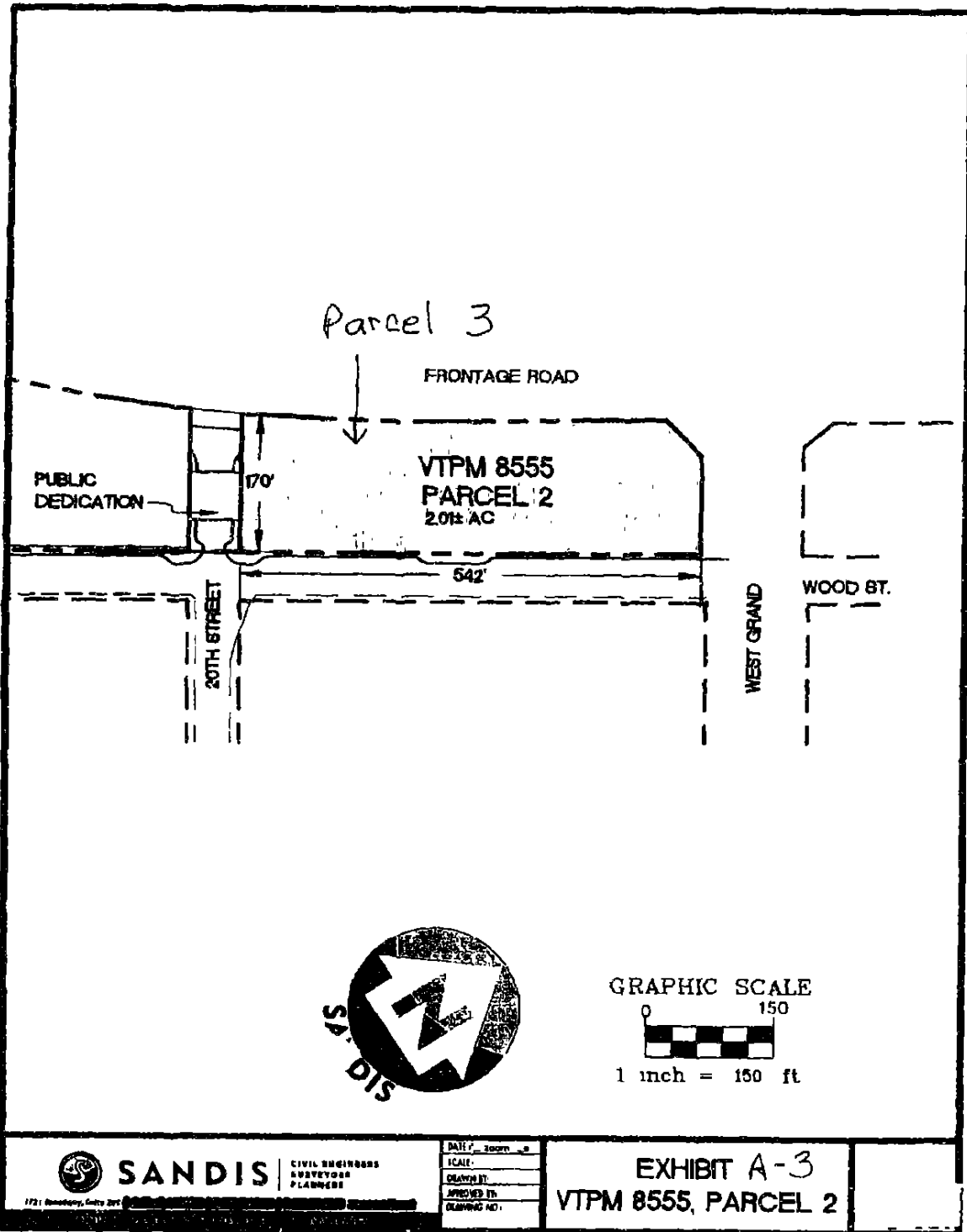


Exhibit B
18th Street conceptual improvement plan

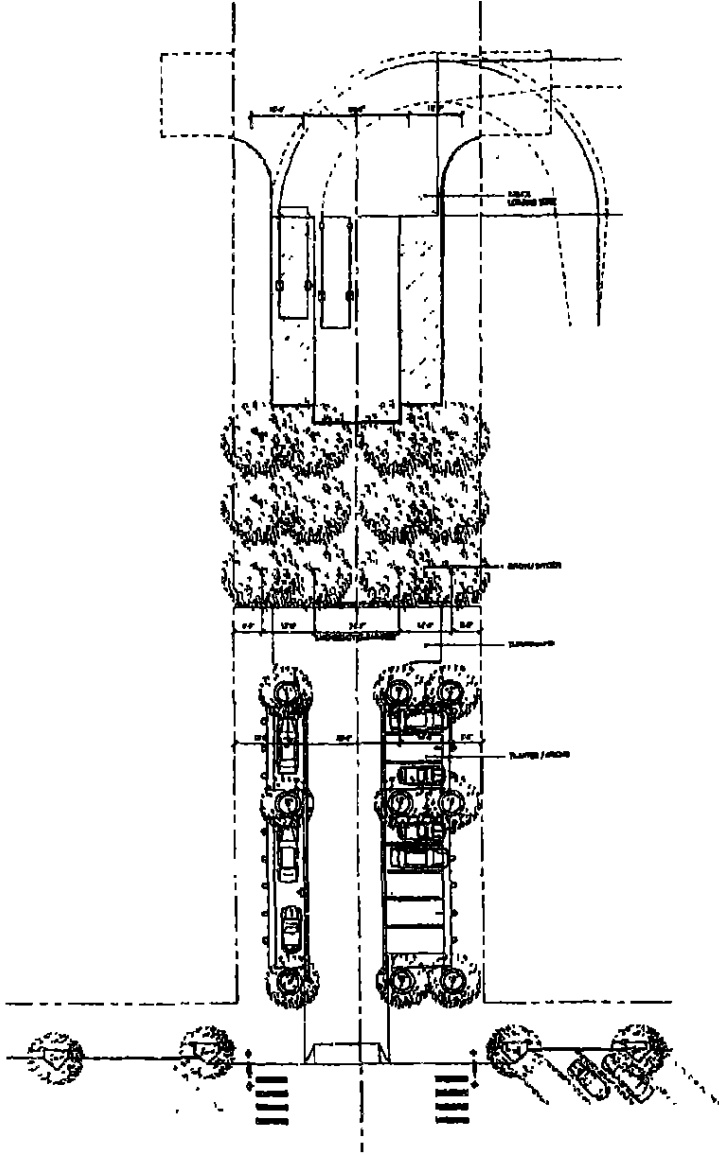


Exhibit D
18th Street Improvement cost estimate

Mobilization and Layout		\$15,000
	<i>Sub-Total</i>	<u>\$15,000</u>
Road Construction		
Demolition		\$26,783
Earthwork		\$9,521
Paving		\$83,475
Curb and Gutter		\$7,109
Sanitary Sewer		\$28,870
Storm Drainage		\$59,475
Street Scaping		\$26,783
Erosion Control/C.S		<u>\$8,000</u>
	<i>Sub-Total</i>	<u>\$225,777</u>
Pocket Park & Landscaping		
Earthwork		\$151
Paving		\$2,318
Site Concrete		\$8,000
Site Furnishings		\$8,000
Irrigation (includes \$5,000 water meter)		\$15,000
Planting		<u>\$15,004</u>
	<i>Sub-Total</i>	<u>\$48,474</u>
Lighting		
Street Lighting		<u>\$35,100</u>
	<i>Sub-Total</i>	<u>\$35,100</u>
Joint Trench		
Trenching		\$5,700
Vaults, Splice Boxes		\$18,715
Conduits		\$7,650
Street Lighting		<u>\$15,850</u>
	<i>Sub-Total</i>	<u>\$45,715</u>
Environmental Testing, Supervision and Remediation		
Contaminated soils testing & remediation		<u>\$20,000</u>
	<i>Sub-Total</i>	<u>\$20,000</u>
General Conditions/Contingency/Escalation		
3 yrs until beg	Total costs	<u>\$390,088</u>
	10% Design Contingency	<u>\$39,007</u>
	15% General Conditions	<u>\$58,381</u>
	3% Escalation	<u>\$44,409</u>
	<i>Sub-Total</i>	<u>\$537,842</u>
Utility Direct Contracts		
PG & E Contract Costs		\$48,875
PG & E Electrical System		\$22,875
PG & E Gas System		\$4,050
EBMUD Contract - Extend 6" Water Main		\$38,156
EBMUD Contract - Relocate/Install Fire Hydrants		<u>\$10,600</u>
	<i>Sub-Total</i>	<u>\$120,556</u>
Consultant Contracts for Design		
Civil - Design through construction documents		\$35,000
Civil - Hydrology Study		\$5,000
Joint Trench Consultant: - through review of CD		\$18,200
Landscape Architect		\$40,000
Soil Study		<u>\$5,000</u>
	<i>Sub-Total</i>	<u>\$104,200</u>
Fees		
City Fees		<u>\$20,000</u>
	<i>Sub-Total</i>	<u>\$20,000</u>
Total All Improvements		<u><u>\$782,598</u></u>

DRAFT January 31, 2008

Exhibit E
20th Street Improvement Cost Estimate

Mobilization and Layout		\$15,000
Mobilization and Layout		\$15,000
	<i>Sub-Total</i>	<u>\$15,000</u>
Road Construction		
Demolition		\$16,000
Earthwork		\$5,000
Paving		\$33,000
Curb and Gutter		\$4,000
Sanitary Sewer		\$0
Storm Drainage		\$59,000
Street Scaping		\$18,000
Erosion Control/C.3		\$8,000
	<i>Sub-Total</i>	<u>\$138,000</u>
Pocket Park & Landscaping		
Earthwork		\$1,000
Paving		\$2,000
Site Concrete		\$6,000
Site Furnishings		\$8,000
Irrigation (Includes \$5,000 water meter)		\$12,000
Planting		\$12,000
	<i>Sub-Total</i>	<u>\$39,000</u>
Lighting		
Street Lighting		\$21,000
	<i>Sub-Total</i>	<u>\$21,000</u>
Joint Trench		
Trenching		\$0
Vaults, Splice Boxes		\$0
Conduits		\$0
Street Lighting		\$15,000
	<i>Sub-Total</i>	<u>\$15,000</u>
Environmental Testing, Supervision and Remediation		
Contaminated spoils testing & remediation		\$20,000
	<i>Sub-Total</i>	<u>\$20,000</u>
General Conditions/Contingency/Escalation		
3 yrs until beg	Total costs	<u>\$249,000</u>
	10% Design Contingency	\$25,000
	16% General Conditions	\$41,000
	3% Escalation	\$28,000
	<i>Sub-Total</i>	<u>\$343,000</u>
Utility Direct Contracts		
PG & E Contract Costs		\$0
PG & E Electrical System		\$0
PG & E Gas System		\$0
EBMUD Contract - Extend 6" Water Main		\$20,000
EBMUD Contract - Relocate/Install Fire Hydrants		\$11,000
	<i>Sub-Total</i>	<u>\$31,000</u>
Consultant Contracts for Design		
Civil - Design through construction documents		\$25,000
Civil - Hydrology Study		\$3,000
Joint Trench Consultant - through review of CD		\$0
Landscape Architect		\$35,000
Soil Study		\$5,000
	<i>Sub-Total</i>	<u>\$68,000</u>
Fees		
City Fees		\$20,000
	<i>Sub-Total</i>	<u>\$20,000</u>
Total All Improvements		<u>\$462,000</u>

the shuttle service is no longer necessary, the Project Sponsor or its successor shall report to the Planning Director on the amount of shuttle use by Project residents and occupants, and the availability of other means to reduce the use of private vehicles by Project residents and occupants. The Planning Director shall permit discontinuation of the shuttle service upon finding either that (a) the shuttle is not being used sufficiently to result in a substantial reduction in private vehicle use by Project residents and occupants, or (b) another means of reducing the use of private vehicles by Project residents and occupants would be feasible and cost the same or less than the shuttle, would create a greater reduction in private vehicle use than would the shuttle, and would result in a substantial reduction in private vehicle use by Project residents and occupants. If the Planning Director determines item (b), above, is the basis for discontinuing the shuttle service, then the Project Sponsor or its successor or their successors shall implement other means of reducing private automobile use by Project residents and occupants. [WS MM TR-10.2]

PUBLIC IMPROVEMENTS

77. Conformance with Vesting Tentative Parcel Maps.

Ongoing.

All public improvements shall be constructed in substantial conformance with the individual vesting tentative parcel maps submitted by the Project Sponsors and as specified in Condition of Approval Numbers 78 through 82.

78. Public Improvements – Vesting Parcel Map 8551.

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

Project Sponsor of Parcel 1 of VTPM No. 8551 shall construct or cause the construction of improvements to the extension of 10th Street, including the pocket park. Project Sponsor of Parcel 2 shall construct or cause the construction of improvements to the portion of 14th Street accessed from the frontage road. 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. 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.

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 8551. Sidewalks on the opposite side of Wood Street Zoning District perimeter streets (i.e. outside the District) will get minor repairs only.

79. Public Improvements – Vesting Parcel Map 8552.

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

Project Sponsor of Parcel 1 of VTPM No. 8552 shall construct or cause the construction of improvements to 11th Street when the “Ice House” parcel is redeveloped. Project Sponsor of

Parcel 2 shall construct or cause the construction of improvements to Pine Street between 11th Street and 12th Street.

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 8552. Sidewalks on the opposite side of Wood Street Zoning District perimeter streets (i.e. outside the District) will get minor repairs only.

80. Public Improvements – Vesting Parcel Map 8553.

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

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.

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 8553. Sidewalks on the opposite side of Wood Street Zoning District perimeter streets (i.e. outside the District) will get minor repairs only.

81. Public Improvements – Vesting Parcel Map 8554.

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

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. 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. The Project Sponsor of Parcel 3 shall construct or cause the construction of improvements to 18th Street. Improvements to Wood Street, between 16th and 17th Streets, will be constructed prior to the completion of Parcel 1 (plaza). Wood Street between 17th and 18th Streets will be constructed when Parcel 3 is developed.

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 8554. Sidewalks on the opposite side of Wood Street Zoning District perimeter streets (i.e. outside the District) will get minor repairs only.

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.

WASTE REDUCTION AND RECYCLING

86. Waste Reduction and Recycling Plan.

Prior to issuance of the first certificate of building occupancy.

The Project Sponsor shall submit a “Waste Reduction and Recycling Plan” and a plan that demonstrates a good faith effort to divert at least fifty (50) percent of operations phase solid waste from landfill disposal to the Public Works Agency for review and approval, pursuant to City of Oakland Ordinance No. 12253. This measure shall reflect future increases in the City’s waste diversion goals above the current 50 percent.

Central Station Land LLC

1500 Park Avenue #100
Emeryville, CA 94608

Habitat for Humanity

2619 Broadway
Oakland, CA 94612

MidPen Housing Corp.

1970 Broadway #100
Oakland, CA 94612

June 16th, 2020

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

RE: *Public Improvements for Development Area 7 & 8 (Case File Number PLN14-262-PUDF-01, 2011-2195 Wood Street)*

Dear Mr. Brenyah-Addow,

Central Station Land LLC is the project sponsor ("Parcel 2 Sponsor") of Development Area 8 ("Parcel 2") in the Wood Street Zoning District ("District"). Habitat for Humanity and MidPen Housing Corp. are the proposed project sponsor ("Proposed Parcel 1 Sponsor") while the City is the current owner of Development Area 7 ("Parcel 1"). Collectively, Parcel 2 Sponsor and Proposed Parcel 1 Sponsor will be responsible for the construction of public improvements along Wood Street from 18th Street to West Grand Avenue, including construction of a pocket park at the western termination of 20th Street. As future neighbors, Parcel 2 Sponsor and Proposed Parcel 1 Sponsor have discussed phasing the required public improvements such that they are constructed in the most efficient way possible. We believe this plan ensures that each project can proceed independently while delivering improvements to Wood Street.

Background

In December 2014, the Parcel 2 project was unanimously granted a Preliminary and Final Development Plan and Design Approval by the Oakland Planning Commission (Case File Number PLN14-262-PUDF-01) for a mixed-use development within the District. The fully entitled Parcel 2 project includes 235 residential units with ground floor commercial flex space. The Parcel 2 project is expected to start construction in late 2020, with completion projected for early 2022.

The Parcel 1 project is a City-sponsored 100% affordable housing development, including both rental and homeownership units. The Proposed Parcel 1 Sponsor has executed an Exclusive Negotiating Agreement with the City. The Parcel 1 project is just beginning the entitlements process and is unlikely to start construction before 2023.

There is a vesting tentative parcel map (VTPM 8555) approved in 2005 that encompasses both Parcel 2 and Parcel 1. VTPM 8555 is included here as Exhibit A and the Conditions of Approval for VTPM 8555 are included here as Exhibit B.

Per Condition of Approval #82 of VTPM:

"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."

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In addition to the shared public improvement requirements under VTPM 8555, Parcel 1 and Parcel 2 are linked via a recorded cost sharing agreement (“Cost Sharing Agreement”). The Cost Sharing Agreement is included here as Exhibit C. The Cost Sharing Agreement stipulates that the Parcel 2 Sponsor and Proposed Parcel 1 Sponsor share the cost of required improvements at the western termination of 20th Street.

Construction Timing Considerations

20th Street Pocket Park

The Cost Sharing Agreement divides financial responsibility 50%/50% between the Parcel 1 and Parcel 2. Whichever parcel moves forward with construction first must construct the 20th Street improvements, with the other parcel provided reimbursement within 30 days of billing. Given the current status of each project, Parcel 2 Sponsor will more than likely construct the improvements and submit a reimbursement request to the Parcel 1 Sponsor (currently the City of Oakland) until the Proposed Project Sponsor takes title and/or ground leases the site prior to construction closing. Under this scenario, the Parcel 1 Sponsor will have to utilize funds for the reimbursement.

Parcel 1 Frontage Improvements

Parcel 1 is in the very early stage of predevelopment and likely won’t finalize their frontage design until after Parcel 2 has completed construction. All parties are concerned that any frontage improvements constructed by the Parcel 2 Sponsor will be at great risk of damage and/or require re-design and removal when the Parcel 1 project moves forward. This scenario would increase the cost of construction for both projects, including the publicly-funded Parcel 1 project.

In addition to the potential construction inefficiencies and cost impacts, the project-specific condition of approval for frontage improvements is not consistent with the conditions of approval for VTPM 8555 or with the requirements placed on other Wood Street projects. While VTPM 8555 requires project owners to construct the pocket park for the other project owners, this requirement does not exist for frontage improvements. Moreover, other development areas in the District have not been required to construct Wood Street frontage improvements for another development area regardless of phasing. We believe that the below proposed revisions will lower costs for both the Parcel 1 and Parcel 2 projects while also bringing the project-specific and VTPM conditions of approval into alignment.

Proposed Solution

The Proposed Project 1 Sponsor and Parcel 2 Sponsor have collectively discussed the below proposal to address these two issues. We believe it meets the interests of the Project Sponsors and our City partners.

20th Street Pocket Park

Given the potential near-term funding constraints for the Potential Parcel 1 Sponsor, Parcel 2 Sponsor proposes to structure Parcel 1’s improvement contribution as a loan rather than requiring an upfront payment as outlined in the cost sharing agreement. Parcel 2 Sponsor is willing to accept the additional costs and risks of payment deferral to ensure the Parcel 1 Sponsor (currently the City of Oakland) and Proposed Parcel 1 Sponsor are not unduly burdened by this condition of approval.

Parcel 1 Frontage Improvements

We propose that Condition of Approval #82 for Parcel 2 be modified to remove the requirement for the construction of Parcel 1 frontage improvements. This modification will bring the condition of approval into alignment with the condition of approval detailed in VTPM 8555:

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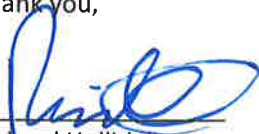
1970 Broadway #100
Oakland, CA 94612

"The Project Sponsor of Parcel 2 shall construct or cause to be constructed public improvements to Wood Street, from 20th 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."

We appreciate your consideration and look forward to collaborating together on these important projects over the next couple of years.

Thank you,



Richard Holliday
Central Station Land LLC

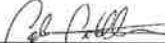
DocuSigned by:



Rob Simonds

Director of Housing Development
Habitat for Humanity

DocuSigned by:



Carlos Castellanos

Director of Housing Development
MidPen Housing Corp.