

The Head Royce School
Fifteen-Year Master Plan
Letter of Agreement

between

Whittle Avenue Neighbors and The Head-Royce School

May 24, 2004

In this agreement, Head-Royce School (HRS) and the Whittle Avenue neighbors each assume a set of responsibilities relating to the HRS 15 year master plan. It is our mutual desire that this document will guide us in developing and maintaining positive neighborly relations in the future.

The agreement addresses numerous physical and behavioral components, including a reconfiguration and modernization of campus infrastructure, phased enrollment increase, and enhanced communication processes, both within the HRS community and between the school and the Whittle neighbors.

Whittle Avenue neighbors will remain in close communication with HRS via the Neighborhood Liaison Committee.

PART I Head-Royce School Obligations – 10 items

1. HR to create 35 structured parking spaces on campus with access from Lincoln Avenue only. New parking structure to be built as replacement for 23 existing on campus parking spaces that regularly use the Whittle Avenue back gate. There will remain 15 parking spaces of those that currently exist on the north side of campus that are mostly used for van storage, deliveries and a few extra parking spaces. The new parking will have Lincoln Ave access only. One option is to build a parking deck that may also serve as a roof enclosure for a proposed swimming pool. Another option involves construction of parking deck over the current parking lot on the east side of the campus.
2. HR to encourage City of Oakland to install 4-way stop signs at the intersection of Whittle and Funston. Whittle Ave is a narrow road with no sidewalks and restricted sidelines. In response to traffic safety issues, HR and Whittle Ave. neighbors will encourage the City of Oakland to install 4-way stop signs at the intersection of Whittle and Funston. To be reviewed and installed by the City of Oakland. Signs to be paid for by HR.
3. HR to pursue shared Institutional Parking options with Lincoln Child Center and Cerebral Palsy Center land. The goal is to create added "institutional parking" to reduce the need for institutional related traffic to park on quiet residential streets. HR endorses a plan to create up to 60 new parking spaces on what is mostly Lincoln Child Center Land. If approved by the City of Oakland and agreed to by the Lincoln Child Center, and if financial terms are reasonable, HR intends to sign a long-term lease for 30 of these newly created institutional spaces. If HR does

Whittle Ave. LA
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ATTACHMENT E

not sign a lease for 30 spaces with LCC, HR will construct one additional parking space on its campus for every 2 spaces less than 30 that it leases from the Lincoln Child Center, or a maximum of 15 additional spaces. These additional parking spaces will be accessed via Lincoln Avenue only.

4. HR to uphold prior conditional use agreements regarding the use of Whittle Avenue properties. Except as described in this Agreement, HR agrees to live within the provisions of prior conditional use permits. Accordingly, HR will abandon its request to the city planning department to consider the development of a 35 car parking lot in the yard space of the two Whittle Avenue houses owned by the school. HR agrees that it will not use the Whittle Avenue properties located at 4200 and 4220 Whittle Avenue for purposes prohibited by the existing Conditional Use Permit, regardless of who owns the properties.

5. HR will use its good faith efforts to clarify, monitor and enforce the school's traffic, parking and drop off rules. HR actions to include: Broad distribution of a simplified list of school traffic rules to entire school community, including summer population and visitors (with a copy to Whittle Avenue neighbors via the Neighborhood Liaison Committee). Regularly communicate need to obey rules with parents, staff, visitors, etc. Put procedures in place to enforce the traffic, parking, Whittle Ave. gate, pick-up and drop-off rules, including the establishment of clear consequences for members of the school's community who violate rules. Increase on site monitoring as required. Monitors to wear identifiable vests and use digital cameras to record rule violations and to track down rule violators. HR to send to neighbors annual calendar listing special HR events that may impact parking and traffic. HR will perform additional monitoring during special events. Establish Community Liaison staff position with special hot line telephone number. Institutionalize traffic safety as part of HR Board of Trustees oversight. Ongoing review and coordination of HR traffic related issues by working together with the Neighborhood Liaison Committee. HR will regularly discuss with the Neighborhood Liaison Committee whether its efforts to implement the actions specified in this Paragraph 5 have been effective and whether further efforts may be required.

6. HR to pursue approvals to use the two Lincoln Avenue houses currently owned by the school for administrative purposes. HR will apply for permission to use these houses adjacent to the school's front entry for uses such as: a new Neighborhood Traffic Safety Command Center, and a new school entry monitoring station, and other administrative uses. HR would propose to rebuild one or both of the two houses as low-scale offices, designed in keeping with the scale and character of the neighboring homes. If re-constructed, the two new house-shaped buildings would share a single, wide, driveway with room for approximately 6-parked cars. Given the nature of the site topography, the potential exists to include an optional lower level apartment in each of the reconstructed structures.

7. HR to improve landscaping on hillside adjacent to athletic field. This hillside area to the north of the school's playing field is in need of additional landscaping and better maintenance. HR agrees that implementing a modest landscape plan that includes California native drought tolerant plantings would be of benefit to both the school and the neighborhood. As part of this plan HR will be constructing a new running path adjacent to the existing soccer field.
8. HR to install heavy-duty security gate at entry to school parking lot /athletic field. Automobile gate to be constructed off Lincoln Avenue entry at the east end of campus. Operation of gate to require access codes. Purpose of the gate is to control unauthorized use of playing fields during weekends and when school is not in session.
9. HR supports and will be a willing participant in continued Neighborhood Liaison Committee meetings. HR will continue to host these meetings on a quarterly basis, or more frequently as required. Meetings to be held at the school. Participants on the NLC to include: 1) community members representing a variety of our surrounding neighborhoods, 2) the school administration, 3) HR traffic safety staff, 4) a HR student representative, and 5) a HR Board of Trustee member.
10. HR will "institutionalize" its good neighbor practices. HR will take action to raise the consciousness of its entire community regarding good neighbor relations. HR initiatives will include; more school-wide driver and parking mailings (underscoring the consequences of breaking HR school rules), reporting breaches of conduct at staff and faculty meetings, increasing students' and parents' awareness of the need to drive safely and courteously, and to exhibit good driving behavior (and getting them more involved as HRS "ambassadors"), inviting neighbors to use school facilities and attend special school events such as special lectures, amending HR Board of Trustee Facilities Committee to include Community Relations in the scope of their oversight.

PART II - Whittle Avenue Neighbors Obligations – 5 items

1. Whittle Avenue neighbors will endorse and publicly support HR's new building plans, renovations, other projects listed in HR's current version of the 15-year Master Plan and the HR obligations, points 1-10 of this agreement. and confirm such building plans have incorporated good neighbor design sensitivities into new building placement, heights, and design features. Understanding that there are many more details to be developed, Whittle Avenue neighbors will endorse our master plan application and HR will invite Whittle Ave. neighbors to continue to participate in the building design process. Furthermore, Whittle Avenue neighbors to recognize that implementation of the HR Master Plan will be dependant on the school's fundraising successes, and while specific building plans will be generally prioritized and identified as part of a project phasing plan, the specific timetable

of when each building or project will be built (within the 15 year development "window") is not certain. HR agrees to abide by all public notice requirements associated with gaining approval of its Master Plan.

2. Whittle Avenue neighbors to endorse and publicly support the HR phased enrollment increase plan referred to as the "60/60/60 plan." Under the existing 1995 Conditional Use Permit, HR is allowed to enroll 700 hundred students, with a +/- 5% fluctuation factor to allow for the variability that is necessarily part of school admissions processes. Translating the 5% factor into numbers, this means that the maximum currently allowed HR enrollment is 735.

The 60/60/60 plan calls for a three-phased enrollment increase on the current HR campus in blocks of 60 students over time, with each increase conditioned on satisfaction of certain requirements. Instead of the +/- 5% fluctuation factor (described above), as a compromise the fluctuation factor would decrease to +/- 3% to accommodate admission variables. HR will present its enrollment figures to the members of the NLC each fall.

First phase of 60 additional students: would bring the school population on the current campus to 760, plus or minus 23 students using the +/- 3% factor. This first additional block of 60 students would be granted upon approval of the Master Plan. As a pre-condition, HR would be obliged to have proceeded with the elements outlined in items 2, 4, 9, and 10 of the Head Royce Obligations (listed above).

Second phase of 60 additional students: would bring the school population on the current campus to 820, plus or minus 25 students using the +/- 3% factor. This second block of 60 students would be granted only after the school has (1) constructed the parking structure project and reduced to 15 the number of on-campus parking spots accessible from Whittle as described in HR Obligation 1, (2) installed the gate described in item 8, (3) either obtained a lease for parking spaces at the Lincoln Child Center or provided the alternate structured on-campus spaces as described in item 3, (4) substantially completed the landscaping project described in item 7, (5) eliminated the cross-campus throughway connecting Lincoln Avenue to Whittle Avenue.

Third phase of 60 additional students: would bring the school population on the current campus to 880, plus or minus 26 students using the +/- 3% factor. This block of additional students would not be admitted to the school for a minimum of 15 years after approval of the Master Plan. As additional conditions, HR would be responsible for the construction of an additional 20 parking spaces above and beyond those described in items 1, 3, and 6 of this document. These new spaces are likely to be expensive structured parking spaces given the lack of available flat land. It is also understood that access to these new spaces would be via Lincoln Avenue only.

3. Whittle Avenue neighbors to endorse and publicly support the HR initiated traffic-calming plan for controlling Lincoln Avenue speed. A traffic engineer hired by HR, has presented a plan to HR to reduce car traffic speed down Lincoln Ave. The plan involves the reconfiguration of the street itself, making it less "highway-like". The engineer's design involves the re-positioning and narrowing of the avenue curbs and creating turn lanes. Monies were earmarked by the City of Oakland for Lincoln Ave, improvement a few years ago, but were later withdrawn. HR and the Whittle Ave. neighbors support the Plan outlined by the engineer. It requires the City of Oakland Approval. The hard construction costs of this plan are estimated to be less than \$200,000. HR believes that the only way the City of Oakland will reconsider this plan is if all of the upper Lincoln Avenue surrounding institutions and neighborhoods join in support of making these structural changes along upper Lincoln Avenue. In addition to supporting the road re-configuration traffic calming plan, Whittle Avenue Neighbors will support HR's proposal that the City of Oakland install one or more solar powered electronic "how fast am I going signs", along upper Lincoln Avenue, as a traffic speed control protective measure.

Whittle Avenue neighbors will actively support these community safety related efforts.

4. Whittle Avenue neighbors to actively participate as HR allies as we go through the Master Plan approvals process. In addition to items 1, 2 and 3 of the Whittle Avenue Obligations (project endorsement stated above), HR respectfully requests that Whittle Avenue neighborhood representatives personally attend city approvals- related public hearings and other gatherings with city officials in support of our agreement and the HR master plan.
5. Whittle Avenue neighbors to work with members of their community to assist HR creating a more constructive relationship. With this document, HR has pledged its intentions to be a better neighbor to its community; we respectfully request that our Whittle Avenue neighbors agree to actively pursue the same goals. We respectfully request that our neighbors recognize that being an institution in a residential neighborhood will inevitably result in school-related infractions of various sorts that may be beyond the school's reasonable ability to prevent. While we never excuse poor behavior, and will make good faith attempts to correct problems that come to our attention. HR requests that our neighbors be patient with us, and respectful in the manner by which we communicate to each other.

PLEASE NOTE: The Parties agree that, in the event there is a substantive complaint about a material violation of the terms herein or of the terms of any development approval by either party hereto, such substantive complaint will be submitted to the NLC for review, investigation, and resolution. If the NLC is unable to agree on a resolution to such substantive complaint, the complaint will

be submitted to Conciliation Forums of Oakland ("CFO") (or an equivalent mediation service if CFO is unavailable) for mediation.

Also please note that HR's obligations described in this Letter of Agreement are conditioned on HR obtaining necessary entitlements for its proposed 15-year Master Plan.

Paul Chapman

Paul Chapman
Head of School
The Head Royce School

5/24/2004
date

Jeff Horowitz

Jeff Horowitz
Chair, Board of Trustees
The Head Royce School

5/24/2004
date

Louise Abbott

Louise Abbott
Whittle Avenue Neighbors Master Plan
Steering Committee Chair

5/24/2004
date

Linda Morse

Linda Morse
Whittle Avenue Neighbors Master Plan
Steering Committee

5/24/2004
date

Bob Schultz

Bob Schultz
Whittle Avenue Neighbors Master Plan
Steering Committee

5/24/2004
date

Michael Thilgen

Michael Thilgen
Whittle Avenue Neighbors Master Plan
Steering Committee

5/24/2004
date

The Head Royce School
Fifteen-Year Master Plan
Letter of Agreement

between

Lincoln to Laguna. (Alida) Neighbors and The Head-Royce School
May 24, 2004

In this agreement, Head-Royce School (HRS) and the Lincoln to Laguna (Alida) Avenue neighbors each assume a set of responsibilities relating to the HRS 15 year master plan. It is our mutual desire that this document will guide us in developing and maintaining positive neighborly relations in the future.

The agreement addresses numerous physical and behavioral components, including a reconfiguration and modernization of campus infrastructure, phased enrollment increase, and enhanced communication processes, both within the HRS community and between the school and the LLA neighbors.

The LLA Avenue neighbors will remain in close communication with HRS via the Neighborhood Liaison Committee.

PART I Head-Royce School Obligations – 10 items

1. HR to pursue shared Institutional Parking options with Lincoln Child Center and Cerebral Palsy Center land. The goal is to create added "institutional parking" to reduce the need by institutions to park on quiet residential streets. HR endorses a plan to create up to 60 new parking spaces on what is mostly Lincoln Child Center land, consistent with the existing Final Conditions for the Lincoln Child Center Conditional Use Permit dated November 24, 1997, understanding that there may be other agreements that we are not aware of. If approved by the City of Oakland and agreed to by the Lincoln Child Center, and if financial terms are reasonable, HR intends to sign a long-term lease for 30 of these newly created institutional spaces. If HR does not sign a lease for 30 spaces with LCC, HR will construct one additional parking space on its campus for every 2 spaces less than 30 that it leases from the Lincoln Child Center, or a maximum of 15 additional spaces.
2. HR to create 35 structured parking spaces on campus with access from upper Lincoln Avenue only. New parking structure to be built as replacement for 23 existing on campus parking spaces that regularly use lower Lincoln entry and now exit onto Whittle Avenue. This lower vehicular driveway entry will be permanently closed to through traffic.
3. HR to encourage City of Oakland to install no u-turn signs at the intersection of Alida Avenue and Linnet, and Laguna Streets, and a no u-turn sign at and within Alida Court. Endorsed by HR as safety measure. To be reviewed and installed if deemed appropriate by the City of Oakland. Signs to be paid for by HR. These

traffic signs may have hours of enforcement restricted to weekdays, 7:30-9am, and 2-4pm only. HR to encourage the city of Oakland Police Department to cite drivers who do not obey these signs. In addition, HR on a frequent basis will have school monitors make a good faith effort to identify and subsequently change the behavior of HR parents, students, staff, drivers of students, and visitors throughout the calendar year (including the summer session) who violate the law.

4. HR to continue to encourage and subsidize vanpooling and mass transit transportation options. HR has and will continue to encourage staff and students to consider mass transportation and carpooling options, and will continue to provide private, school-subsidized bus and van service to the campus. Head Royce pledges continued support of these options that have the effect of decreasing the number of cars moving throughout the neighborhood.
5. HR will use its good faith efforts to clarify, monitor and enforce the school's traffic, parking and drop off rules. HR actions to include: Broad distribution of a more simplified list of school traffic rules to entire school community, including summer population and visitors. Regularly communicate need to obey rules with parents, staff, visitors, etc. Put procedures in place to enforce the traffic, parking and drop-off rules, including the establishment of clear consequences for members of the school's community who violate rules. Increase on site monitoring as required. Monitors to wear identifiable vests and, for the first time, use digital cameras for tracking down rule violators. HR to send to neighbors annual calendar listing special HR events that may impact parking and traffic. Added monitoring during special events. Establish Community Liaison staff position with special hot line telephone number. Institutionalize traffic safety as part of HR Board of Trustees oversight. Ongoing review and coordination of HR traffic related issues by working together with the Neighborhood Liaison Committee. HR will regularly discuss with the Neighborhood Liaison Committee whether its efforts to implement the actions specified in this Paragraph 5 have been effective and whether further efforts may be required.
6. HR to pursue approvals to use the two Lincoln Avenue houses currently owned by the school for administrative purposes. HR will apply for permission to rebuild either or both of these houses adjacent to the school's front entry, designed in keeping with the scale and character of the neighboring homes, for uses such as: a new Neighborhood Traffic Safety Command Office and a new school entry monitoring station, along with other administrative uses. If reconstructed, the two new house-shaped buildings would share space to park approximately 6 cars. Given the nature of the site topography, the potential exists to include an optional lower level apartment in each of the reconstructed structures.
7. HR supports and will be a willing participant in continued Neighborhood Liaison Committee meetings. Head Royce will continue to host these meetings on a quarterly basis, or more frequently as required. Meetings to be held at the school.



Participants on the NLC to include: 1) community members representing a variety of our surrounding neighborhoods, 2) the school administration, 3) HR traffic safety staff, 4) a HR student representative, and 5) a HR Board of Trustee liaison member.

8. HR wishes to do more to “institutionalize” its good neighbor practices. HR wants to raise the consciousness of its entire community regarding good neighbor relations. Initiatives to include; more school-wide driver and parking mailings (underscoring the consequences of breaking HR school rules), reporting breaches of conduct at staff and faculty meetings, increasing students’ awareness of their need to exhibit good driving behavior (and getting them more involved as neighborhood “ambassadors”), inviting neighbors to use school facilities and attend special school events such as special lectures, amending HR Board of Trustee Facilities Committee to include Community Relations in the scope of their oversight.
9. Head Royce will continue to support shared parking with the Greek Orthodox Church for special events. HR and the Greek Orthodox Church have historically made parking at their institutions available to the other institution for special events. Head Royce will continue to support this reciprocal arrangement.
10. If requested by the LLA Neighbors, Head Royce will support a proposal by the LLA neighborhood to institute permit parking along Alida Avenue, Alida Court and Linette Court, and will pay the cost of issuing parking permits for this program.

PART II – Lincoln to Laguna Neighbors Obligations – 5 items

1. Lincoln to Laguna (Alida) neighbors to endorse and publicly support the HR proposed new building plans, renovations, other projects listed in our 15-year Master Plan. The LLA neighbors will confirm that such building plans have incorporated good neighbor design sensitivities into new building placement, heights and design features. Understanding that there are many more details to be developed, the LLA neighbors will endorse our master plan application. Furthermore, LLA neighbors recognize that implementation of the HR Master Plan will be dependant on the school’s fundraising successes, and while specific building plans will be generally prioritized and identified as part of a project phasing plan, the specific timetable of when each building or project will be built (within the 15-year development “window”) is not certain.
2. Lincoln to Laguna (Alida) neighbors to endorse and publicly support the HR phased enrollment increase plan referred to as the 60/60/60 plan. Under the existing 1995 Conditional Use Permit, HR is allowed to enroll 700 hundred students, with a +/- 5% fluctuation factor to allow for the variability that is necessarily part of school admissions processes. Translating the 5% factor into



numbers, this means that the maximum currently allowed HR enrollment is 735.

The 60/60/60 plan calls for a three-phased enrollment increase on the current HR campus in blocks of 60 students over time, with each increase conditioned on satisfaction of certain requirements. Instead of the +/- 5% fluctuation factor (described above), as a compromise the fluctuation factor would decrease to +/- 3% to accommodate admission variables. HR will make its enrollment figures available to the members of the NLC each fall.

First phase of 60 additional students: would bring the school population on the current campus to 760, plus or minus 23 students using the +/- 3% factor. This first additional block of 60 students would be granted upon approval of the Master Plan. As a pre-condition, HR would be obliged to have proceeded with the elements outlined in items 3, 4, 6, 7, and 8 of the Head Royce Obligations (listed above).

Second phase of 60 additional students: would bring the school population on the current campus to 820, plus or minus 25 students using the +/- 3% factor. This second block of 60 students would be granted only after the school has (1) constructed the parking structure project, described in HR item 2, and (2) either procured a lease for parking spaces at the Lincoln Child Center or provided the alternate structured on-campus spaces as described in HR item 1.

Third phase of 60 additional students: would bring the school population on the current campus to 880, plus or minus 26 students using the +/- 3% factor. This block of additional students would not be admitted to the school for a minimum of 15 years. As an additional condition, HR would be responsible for the construction of an additional 20 parking spaces above and beyond those described in HR items 1 and 2 of this document. These new spaces are likely to be expensive structured parking spaces given the lack of available flat land. It is also understood that access to these new spaces would be off our upper Lincoln Avenue driveway entry.

3. Lincoln to Laguna (Alida) neighbors to endorse and publicly support the HR initiated traffic calming plan for controlling Lincoln Avenue speed. A traffic engineer hired by HR, has presented a plan to HR to reduce car traffic speed down Lincoln Ave. The plan involves the reconfiguration of the street itself, making it less "highway-like." The engineer's design involves the re-positioning and narrowing of the avenue curbs and creating turn lanes. Monies were earmarked by the City of Oakland for Lincoln Ave, improvement a few years ago, but were later withdrawn. HR and the LLA neighbors support the Plan outlined by the engineer. It requires the City of Oakland Approval. The hard construction costs of this plan are estimated to be less than \$200,000. HR believes that the only way the City of Oakland will reconsider this plan is if all of the upper Lincoln Avenue surrounding institutions and neighborhoods join in support of making these structural changes along upper Lincoln Avenue. In addition to supporting the road



re-configuration traffic calming plan, the LLA Neighbors will support HR's proposal that the City of Oakland install one or more solar powered electronic "how fast am I going signs," along upper Lincoln Avenue as a traffic speed control protective measure.

The LLA Avenue neighbors will actively support these community safety related efforts.

4. Lincoln to Laguna neighbors to actively participate as HR allies as we go through the Master Plan approvals process. In addition to items 1, 2 and 3 of the Lincoln to Laguna (Alida) Obligations (project endorsement stated above), HR respectfully requests that LLA neighborhood representatives personally attend city approvals- elated public hearings and other gatherings with city officials in support of our agreement and the HR master plan.
5. Lincoln to Laguna (Alida) neighbors to work with members of their community to assist HR creating a more constructive relationship. With this document, HR has pledged its intentions to be a better neighbor to its community; we respectfully request that our LLA neighbors agree to actively pursue the same goals. We respectfully request that our neighbors recognize that being an institution in a residential neighborhood will inevitably result in school-related infractions of various sorts that may be beyond the school's ability to prevent. While we never excuse poor behavior, and will make good faith attempts to correct problems that come to our attention, HR requests that our neighbors be patient with us, and respectful in the manner by which we communicate to each other.

PLEASE NOTE: The Parties agree that, in the event there is a substantive complaint about a material violation of the terms herein or of the terms of any development approval by either party hereto, each substantive complaint will be submitted to the NLC for review, investigation, and resolution. If the NLC determines that a complaint is substantive and, after review, investigation and discussion a resolution to such complaint is unable to be reached, the issue will be submitted to Conciliation Forums of Oakland ("CFO") (or an equivalent mediation service if CFO is unavailable) for mediation.

Also please note that Head Royce's obligations described in this Letter Agreement are conditioned on its obtaining necessary entitlements for its proposed 15-year Master Plan.



Paul Chapman

Paul Chapman
Head of School
The Head Royce School

5/24/2004

date

Jeff Horowitz

Jeff Horowitz
Chair, Board of Trustees
The Head Royce School

5/24/2004

date

Hollis Matson

Hollis Matson
Lincoln to Laguna (Alida) Neighbors
Master Plan
Steering Committee Chair

5/24/04

date

Randy Morris

Randy Morris
Lincoln to Laguna (Alida) Neighbors
Master Plan
Steering Committee Coordinator

5/24/04

date

Sean Fotrell

Sean Fotrell
Lincoln to Laguna (Alida) Neighbors
Master Plan
Steering Committee Coordinator

5/24/04

date

Handwritten initials/signature

AGREEMENT WITH LINCOLN NEIGHBORS

This agreement is between the Head-Royce School, on the one hand, and various neighbors of the School (as listed below), on the other hand, hereinafter "Agreement". Said Neighbors live in the vicinity of the School on or near Lincoln Avenue and shall be referred to as "Lincoln Avenue Neighbors". This Agreement specifically incorporates by reference the terms of the existing agreement between the Head-Royce School and the Lincoln to Laguna. (Alida) Neighbors dated May 24, 2004 and attached hereto.

1. The property located at 4233 Lincoln Ave owned by Head-Royce School shall be limited to permitted residential uses as required by the R-30 zone for the duration of the HRS 15 year Master Plan. During demolition and construction of buildings housing administrative functions, the School may use the house located at 4233 for administrative uses, such as small meetings and office space. The School shall comply with all regulations under the R-30 Zone limits and will not merge the 4233 Lincoln Avenue lot with the School's adjacent Lincoln Avenue lot or lots for the 15 year period. After the 15-year period, if HRS wishes to merge the 4233 parcel with the campus parcel, HRS agrees to apply for a major conditional use permit in order to do so.
2. After construction of the Administration building is complete, the house located at 4233 will remain a residential dwelling, and may provide housing to HRS staff. HRS agrees not to use the house as a storage building, or for any uses other than permitted by the R-30 zoning regulations for the remainder of the 15-year period. After the 15-year period, if HRS wishes to modify the usage of this residence from what is permitted by the R-30 zoning regulations, HRS agrees to apply for a major conditional use permit.
3. HRS will maintain the visual appearance of 4233 Lincoln Avenue in a manner that is consistent with nearby properties and shall further take all necessary steps to ensure the building maintains its structural integrity. In the event the building needs to be rebuilt due to safety concerns, or is damaged beyond the point of being repaired, HRS will construct the replacement building as a residential structure in compliance with the applicable building and zoning codes and provisions.
4. In cooperation with the Neighborhood Liaison Committee ("NLC"), HRS will participate in Lincoln beautification, cleanliness, and safety projects. The NLC will include the consideration of the visual appearance of the School, including landscaping, cleanliness, and safety of Lincoln Avenue as a regular agenda item for discussion and recommended action.
5. The design of the Master Plan will provide for bulk deliveries access from the Whittle Gate and for small package deliveries to be delivered to the administration building access from Lincoln. Head Royce agrees to direct deliveries as follows:

AGREEMENT WITH LINCOLN NEIGHBORS

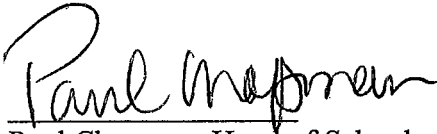
- Bulk items such as bulk food, large book shipments, and other bulk supplies and items will be directed to the bulk delivery site accessed from Whittle.
 - Parcels and packages from overnight delivery services and U.S. mail will be directed to delivery accessed from Lincoln.
 - Temporary construction deliveries and traffic will be directed to make best possible efforts to avoid construction deliveries at the lower (Southeast) portion of the property along Lincoln Ave.
6. Lincoln Avenue neighbors of the school will be advised of the schedule of construction activities and will be notified of larger scale construction activities such as excavation, hauling and concrete pours.
 7. HRS to work with Lincoln Avenue Neighbors and institutions to petition City of Oakland to prevent through traffic of larger vehicles (i.e. cement trucks, trucks with trailers over restricted weight limits, non school associated buses).
 8. HRS to work with the Lincoln Avenue neighbors and institutions to encourage the City of Oakland to maintain the condition of Lincoln Avenue (i.e. potholes, proper pavement to minimize traffic noise).
 9. [deleted]
 10. HRS to provide the Lincoln Ave neighbors living within the Residential Permit Parking Zone with reasonable use of school facilities (i.e. access to fields for running, outdoor basketball facilities) in a manner that is consistent with the constraints of operating the School and consistent with our obligations to other neighborhood groups.
 11. HRS will work with the City of Oakland and the neighbors (through the NLC) to create a formal coordinated emergency vehicle plan/route that will allow emergency vehicles to access and exit the Lincoln Ave neighborhood (in case of earthquake, medical emergency, house fire) during peak student drop-off & pick-up times.
 12. HRS will continue to administer parent educational pieces on driving rules and manners when dropping off and picking up their children and encourage carpooling and public transportation as methods of getting to and from the school. The terms of this request reiterate existing terms in the Letter of Agreement -- Lincoln to Laguna (Alida) agreement, paragraphs 4 and 5.

AGREEMENT WITH LINCOLN NEIGHBORS

13. Increase the number of days per week that HRS monitors the intersection of Lincoln and Burlington Street before and after school and evaluate and adjust as needed.

It is so agreed by the undersigned.

HEAD-ROYCE SCHOOL



Paul Chapman, Head of School



Harold P. (Peter) Smith
Chair, Facilities and Community Relations Committee
Head Royce Board of Trustees

Signatures on following page

AGREEMENT WITH LINCOLN NEIGHBORS

LINCOLN AVENUE NEIGHBORS

Rodney Thompson
4232 Lincoln Ave

Genevieve Strubel
4151 Lincoln Ave

Frank R. Strubel
4151 Lincoln Ave

Darlene Blair
4200 Lincoln Ave.

James Mitchell
4145 Lincoln

Kristina A. Katson
4208 Lincoln Ave.

Bridget Rivez
4121 Lincoln Ave.

Ralet Power
4225 Lincoln Ave

John Penney
4203 Lincoln Ave

Michael T. Murphy
4175 Lincoln Ave

Jose
4224 Lincoln

