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AGENDA REPORT

TO: DEANNA J. SANTANA
CITY ADMINISTRATOR

FROM: Rachel Flynn

SUBJECT: Army Base Rezoning & Development Agreement DATE: May 6, 2013

City Administrator
Approval

Date

5/13/13

COUNCIL DISTRICT: #3

RECOMMENDATION

Conduct a Public Hearing and Upon Conclusion, Consider Adopting, as Recommended by the Planning Commission:

1. An Ordinance Amending the Oakland Planning Code to Create the Gateway Industrial District (D-GI) Zone and Make Conforming Changes to Other Planning Code Sections and the Oakland Zoning Map to Apply the D-GI Zone to Approximately 160 Acres in the Gateway Development Area of the Former Oakland Army Base;
2. An Ordinance Authorizing the City Administrator to Negotiate and Execute a Development Agreement Between the City of Oakland and Prologis CCIG Oakland Global, LLC, a Delaware Limited Liability Corporation, for the Development on Approximately 160 Acres in the Gateway Development Area of the Former Oakland Army Base to be in a Form and Content Substantially in Conformance with the Attached Documents, Without Returning to the City Council; and
3. A Resolution Adopting the Design Standards for the Gateway Industrial District (D-GI) Zone Located on Approximately 160 Acres in the Gateway Development Area of the Former Oakland Army Base and Authorizing Staff to Make Minor Ongoing Revisions to the Adopted Design Standards Consistent with the D-GI Zone and Oakland Planning Code, but Major Revisions to be Made by the City Planning Commission, Without Returning to the City Council.

EXECUTIVE SUMMARY

The proposal involves rezoning approximately 160 acres of City-owned land known as the "Gateway Development Area" to a new zoning district called the Gateway Industrial District (D-

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GI) Zone, adopting a development agreement with the master developer for the Oakland Army Base development project, and adopting corresponding design standards for new development in the D-GI Zone. The purpose of the proposal is to facilitate implementation of the approved development project at the former Oakland Army Base. The Army Base project involves removal of all existing buildings at the Army Base and construction of new industrial facilities emphasizing warehousing and port/trade logistics.

OUTCOME

Adoption of the proposal would facilitate implementation of the Army Base project. The rezoning would establish a new zoning district in the Oakland Planning Code that would permit the types of land use activities envisioned in the approved master plan for the project. The development agreement would govern certain aspects of the development of the project (as further explained below) and the design standards would regulate the design of new development in the project.

BACKGROUND/LEGISLATIVE HISTORY

The City has been planning for the Army Base project for over a decade. The current proposal is one element of this planning process. Below is background information relevant to the current proposal.

Former Oakland Army Base

The Oakland Army Base was originally constructed in 1941-1942 during World War II as a military supply depot and repair facility. The base was officially closed for military operations in 1999 and transferred to the City of Oakland and the Port of Oakland. A portion of the base is a historic district determined eligible for the National Register of Historic Places and is listed as an Area of Primary Importance (API) by the Oakland Cultural Heritage Survey.

Oakland Army Base Development Project

In 2000 the City Council and Redevelopment Agency adopted the Oakland Army Base Area Redevelopment Plan and in 2002 the Oakland Base Reuse Authority, the entity created for the purpose of planning for the conversion of the Army Base from military to civilian use, adopted the Oakland Army Base Reuse Plan, which contained a master plan for the removal of all the buildings at the Army Base and redevelopment of the site with new land uses. In 2012 the City Council approved a Lease Disposition and Development Agreement (LDDA) with the master developer, Prologis CCIG Oakland Global, LLC, and amended the Reuse Plan to reflect the current master plan for the project, which, like the 2002 Reuse Plan, includes removal of all the

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existing buildings and redevelopment of the site with new land uses. The current master plan is attached to this report (see *Attachment A*).

The 2012 Army Base project would redevelop the site with new industrial facilities emphasizing warehousing and port/trade logistics. The existing buildings at the former Army Base would be removed and up to approximately 1.5 million square feet of building space would be constructed. In addition to the proposed warehouse and logistics facilities to be constructed on approximately 130 acres by the master developer, the master plan also includes two sites to be developed by California Waste Solutions, Inc., and CASS, Inc., for recycling activities and a site designated for ancillary maritime services (AMS) such as truck parking, cargo storage, and other port-related transportation services. The City is currently in negotiations with California Waste Solutions, Inc., and CASS, Inc., for the sale and development of the recycling sites and in negotiations with Oakland Maritime Support Services (OMSS) for the lease and development of the AMS site. Separately, the Port of Oakland plans to redevelop approximately 170 acres of the Army Base under its control.¹ Both the City and Port projects would be accompanied by an infrastructure program that would include roadway, railway, and utility improvements.

Since the City Council approval of the master plan for the project, the City and the master developer have been taking the necessary steps to successfully implement the project. The current proposal is one of the necessary steps to implement the project. The project, a public/private partnership, has been awarded a \$242 million dollar grant from the California Transportation Commission under the Trade Corridor Improvement Fund, with \$176 million awarded to the City project and \$66 million awarded to the Port project. In order to secure this funding there are a number of important milestones on the project schedule that must be met, including adopting the proposed rezoning by June so that deconstruction of the existing buildings can start in July with project site preparation and grading work beginning by the end of this year. Construction of the new buildings would begin in 2015 with the project expected to be complete in 2020.

ANALYSIS

Below is an analysis of the key issues related to the proposal.

Rezoning

The current proposed rezoning is intended to facilitate the approved Army Base project. The activities permitted in the new zone are consistent with the activities envisioned in the approved master plan for the project, including warehousing, recycling, maritime support, trucking-related,

¹ The site of the Port of Oakland project is not included in the proposed rezoning, development agreement, or design standards.

office, research and development, and rail-related activities. These activities are generally consistent with the general plan land use designations for the site (General Industrial/Transportation and Business Mix) such that the rezoning could be considered consistent with the existing general plan designations for the site and a general plan amendment is not required. The staff report from the May 1, 2013, Planning Commission meeting contains a more detailed discussion of the proposed zoning (see *Attachment B*).

Development Agreement

The master developer for the project, Prologis CCIG Oakland Global, LLC, is seeking a development agreement with the City to govern certain aspects of the development of the project.² *Attachment C* contains a summary of the major provisions of the proposed development agreement. Among other things, the development agreement would include the following key provisions:

1. Vest (i.e., lock-in) land use entitlements, approvals, and permits during the “life” of the LDDA (about 70 years);
2. Limit the application of future development impact fees to the project, while future permit application fees would be those in effect at the time applications are submitted; and
3. Allocate responsibility for the cost and implementation of the Standard Conditions of Approval and Mitigation Monitoring and Reporting Program between the City and the master developer. The basic allocation is that the City would pay for the infrastructure-related Conditions/Mitigations and the master developer would pay for those related to developing particular sites and ongoing operations, with some costs being shared.

Since development agreements typically grant additional rights to a developer, they also usually grant additional benefits to the City. In this case the proposed development agreement would relate to the existing LDDA between the City and the master developer, adopted by the City Council in 2012.³ The LDDA already incorporates a substantial Community Benefits Program that includes beneficial environmental, contracting, and jobs requirements including funding for local jobs programs, construction wage and labor requirements, and an air quality monitoring program. *Attachment D* contains the proposed development agreement and shows revisions to the development agreement recommended for approval by the Planning Commission. A “clean”

² The development agreement would only pertain to the portion of the project being developed by Prologis CCIG Oakland Global, LLC; it would not apply to the sites being developed by California Waste Solutions, Inc., and CASS, Inc., for recycling activities or the site designated for ancillary maritime services (AMS).

³ The LDDA is available in the City Office of Neighborhood Investment located at 250 Frank H. Ogawa Plaza, Suite 5313, and on the City’s website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/NeighborhoodInvestment/OAK038485>.

version of the development agreement is attached as an exhibit to the proposed development agreement ordinance.

Design Standards

New design standards are proposed for development in the Army Base project. The intent of the design standards is to ensure high quality new development by addressing topics such as site design, building design, landscaping, lighting, and signs. See the attached Planning Commission staff report for more information on the proposed design standards (***Attachment B***).

Landmarks Preservation Advisory Board Recommendation

On April 8, 2013, the Landmarks Preservation Advisory Board reviewed the proposed rezoning and design standards. The Landmarks Board made a number of recommendations, including recommendations for the proposed design standards and recommendations concerning the proposed commemorative site for the project, which is further discussed below. In response to the recommendations concerning the design standards, staff made a number of revisions to the design standards. See the attached Planning Commission staff report for more discussion on the recommendations from the Board (***Attachment B***).

Planning Commission Recommendation

On May 1, 2013, the City Planning Commission reviewed the proposed rezoning, development agreement, and design standards. The Planning Commission believed that the revised design standards adequately addressed the recommendations from the Landmarks Board. At the meeting the Planning Commission raised questions about the following topics:

1. **Bike Facility Connections**: The Planning Commission expressed interest in whether the proposed bicycle facilities in the Army Base project would connect with the existing Bay Trail and the planned bicycle path on the new eastern span of the Bay Bridge. The existing Bay Trail connects from Emeryville to Mandela Parkway in West Oakland. There is a plan to connect the new Bay Bridge path to the Bay Trail with a connection at the Army Base in the north of the site thereby facilitating bicycle facility connections from the Army Base to both the Bay Bridge path and the Bay Trail. The Army Base bicycle facilities would also connect to the 7th Street portion of the existing Bay Trail in the south of the site.
2. **Billboards**: The Army Base project includes the installation of new electronic billboards along the perimeter of the site adjacent to the I-80 and I-880 freeways. The billboards were approved by the City Council in 2012 with the LDDA. The revenue generated from the billboards would fund the jobs programs associated with the project. The environmental analysis prepared for the project (further discussed below) studied up to

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nine billboards but ultimately only five were approved by the City Council. The remaining four billboards may be installed as part of the Port of Oakland project. The Planning Commission expressed interest in the potential visual effect of the billboards, particularly the effect of the illumination at night. There is a billboard agreement attached to the LDDA that contains provisions related to billboard design. The billboards are required to comply with the state's Outdoor Advertising Act and will be designed to automatically adjust illumination depending on the surrounding ambient light levels, such as dimming during nighttime and on dark cloudy days.

3. Green Roofs: The Planning Commission expressed interest in the possibility of incorporating vegetated or "green" roofs on the new buildings in the project in order to make the project more environmentally-friendly and visually appealing. The new buildings have not yet been designed but they will need to comply with a variety of environmentally-related requirements, including stormwater management requirements, green construction requirements in the LDDA, and the City's Green Building Ordinance. The proposed design standards address the visual effect of the building's roofs as seen from nearby freeways by including requirements for the design of rooftop elements.

The Planning Commission voted unanimously to recommend approval of the proposed rezoning, development agreement, and design standards to the City Council for the following reasons:

1. The proposed rezoning would facilitate implementation of the approved Army Base project, which is consistent with General Plan goals, including goals related to economic development, land use, transportation, and open space;
2. The proposed rezoning is consistent with the General Plan land use designations for the site;
3. The proposed design standards would ensure high quality design in the new development in the project;
4. The proposed development agreement is consistent with the General Plan in that it would facilitate implementation of the approved Army Base project which is consistent with the general plan; and
5. The proposed development agreement would establish reasonable provisions to clarify project responsibilities and ensure the successful implementation of the project.

POLICY ALTERNATIVES

As explained above, the Army Base project contains a number of elements that will be developed by different parties. The master developer, Prologis CCIG Oakland Global, LLC, will construct the infrastructure in the project (streets, utilities, etc.) and the proposed warehouse and logistics facilities in the West Gateway, Central Gateway, and East Gateway portions of the site. California Waste Solutions, Inc., and CASS, Inc., would construct new recycling facilities in the North Gateway area. Truck parking, cargo storage, and other port-related transportation services activities would be located at the ancillary maritime services (AMS) site. Under the current proposal, the rezoning and design standards would apply to all of the above areas and the development agreement would only apply to the work being done by Prologis CCIG Oakland Global, LLC. The rezoning and design standards have been developed to facilitate development of all of the above areas in a manner consistent with the overall master plan. The City Council could choose to move forward with the rezoning and design standards for each area of the site separately from other areas if it believed that such an approach is more appropriate. The drawback to this approach is that moving forward with only certain portions of the project may delay the implementation of the other portions of the project that are not included.

PUBLIC OUTREACH/INTEREST

The public has expressed interest in the following key topic areas:

1. Air Quality: At the Planning Commission meeting a representative of the West Oakland Environmental Indicators Project (WOEIP) raised concerns about the adequacy of the environmental analysis for the Army Base project, particularly that the requirements to reduce potential air quality impacts were not adequate. WOEIP has raised these concerns previously about the project. The City Council, in approving the project in 2012, found that the environmental analysis was adequate, and the Planning Commission at its meeting in May found that the analysis remains adequate. The analysis was conducted in accordance with current methodologies and protocols recommended by the Bay Area Air Quality Management District (BAAQMD) and incorporates BAAQMD's latest recommended mitigation measures and best management practices. Throughout the planning process for the Army Base project there have been numerous community meetings and City staff continues to outreach to WOEIP to discuss these concerns.
2. Commemorative Site: The mitigation measures adopted for the project include a requirement to develop a publicly-accessible site in the project to commemorate the Army Base Historic District. The design plan for the commemorative site is intended to be developed in a public process involving the public, interested historical and veterans groups, historic experts, and other public agencies. It is expected that planning for the commemorative site will begin over the next few months. The mitigation measure

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specifies that the site may be located within or adjacent to a preserved Historic District building if feasible. If not feasible, the site may be located elsewhere on the project site or in or near the proposed Gateway Park located adjacent and east of the project site at the foot of the Bay Bridge. The Oakland Heritage Alliance has expressed interest in utilizing Building 812 for the commemorative site. Staff and the master developer are currently considering ideas for the commemorative site and anticipate initiating the public outreach process shortly.

3. Design Standards: Members of the Oakland Heritage Alliance spoke at the Landmarks Preservation Advisory Board meeting expressing concerns about the adequacy of the then-proposed design standards, generally consistent with the comments received from the Landmarks Board. In response to these concerns and the concerns from the Landmarks Board, the design standards were revised as discussed above. At the Planning Commission meeting a representative from the Oakland Heritage Alliance expressed support for the revised design standards.

COORDINATION

The work on the proposed rezoning, development agreement, and design standards is being lead by staff from the Department of Planning and Building. Since the proposal involves the Army Base project, the proposal is being coordinated with the City's Army Base project team comprised of various City departments including the Office of Neighborhood Investment, Public Works Agency, City Administrator's Office and City Attorney's Office. The City has also coordinated this effort with the Port of Oakland.

COST SUMMARY/IMPLICATIONS

There are no direct costs associated with the current proposal. Adopting the proposed rezoning, development agreement, and design standards would not result in new direct fiscal impacts beyond those already contemplated in the development of the Army Base project when the project was approved by the City Council in 2012. The rezoning and design standards would establish the land use regulatory framework for the construction of the project. The development agreement would detail and clarify the allocation of costs for compliance with project conditions of approval and mitigation measures between the City and the master developer consistent with the terms of the LDDA. Because the development agreement would vest land use approvals, the project would be exempt from future development impact fees in the event such new fees are created by the City. Since it is unknown if development impact fees will be created in the future that would otherwise apply to the project, the potential fiscal impact of this element of the development agreement cannot be estimated at this time.

SUSTAINABLE OPPORTUNITIES

Economic: The proposal would facilitate implementation of the Army Base project. In addition to the construction and operation jobs typically associated with new development, the Army Base project includes a Community Benefits Program with beneficial contracting and jobs requirements including funding for local jobs programs and construction wage and labor requirements.

Environmental: The proposal would facilitate implementation of the Army Base project which the City Council determined to have beneficial environmental effects including the remediation of site contamination and increased access to open space. The project would also be subject to environmentally-friendly construction and operation requirements, such as stormwater management requirements, green building requirements in the LDDA, air quality monitoring requirements in the LDDA, and the City's Green Building Ordinance. The potential adverse environmental impacts of the project have also been analyzed under the California Environmental Quality Act (CEQA) as discussed below.

Social Equity: The proposal would facilitate implementation of the Army Base project which includes the Community Benefits Program and environmental benefits discussed above which will provide economic and recreational opportunities for nearby residents.

CEQA

An Environmental Impact Report (EIR) was certified in 2002 when the Oakland Army Base Area Redevelopment Plan was adopted. An Initial Study/Addendum was prepared in 2012 when the City Council approved the LDDA with the master developer and the current master plan for the project.⁴ The environmental analysis identified significant and unavoidable environmental impacts related to transportation, air quality, cultural resources, visual effects, and biological resources. The environmental analysis contains a number of standard conditions of approval and mitigation measures to reduce the potential impacts of the project. **Attachment E** contains a summary of the 2012 Initial Study/Addendum. The summary was included with the May 30, 2012, City Council agenda report. **Attachment F** contains the final standard conditions of approval and mitigation measures adopted by the City Council in 2012.

⁴ The 2002 EIR and 2012 Addendum are available in the City Planning offices located at 250 Frank H. Ogawa Plaza, Suite 3315, and on the City's website at <http://www2.oaklandnet.com/Government/o/PBN/OurServices/Application/DOWD009157>.

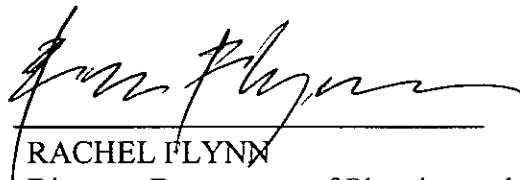
Since the approval of the Initial Study/Addendum in 2012, none of the circumstances that require a supplemental or subsequent EIR pursuant to CEQA Guidelines Section 15162 have occurred, specifically:

- There are no substantial changes proposed in the project which would result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- There are no substantial changes with respect to project circumstances which would result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and
- There is no new information of substantial importance which would result in new significant environmental effects, a substantial increase in the severity of previously identified significant effects, previously infeasible mitigation measures or alternatives now found to be feasible, or new mitigation measures or alternatives which are considerably different from previous ones that would substantially reduce environmental effects.

Since none of the circumstances described above have occurred since 2012, no further environmental review is required for the proposed rezoning, development agreement, and design standards, and in fact, under CEQA the City is precluded from preparing a supplemental or subsequent EIR.

For questions regarding this report, please contact Darin Ranelletti, Planner III, at (510) 238-3663.

Respectfully submitted,



RACHEL FLYNN

Director, Department of Planning and Building

Reviewed by:
Scott Miller
Zoning Manager

Prepared by:
Darin Ranelletti, Planner III
Planning and Zoning Division

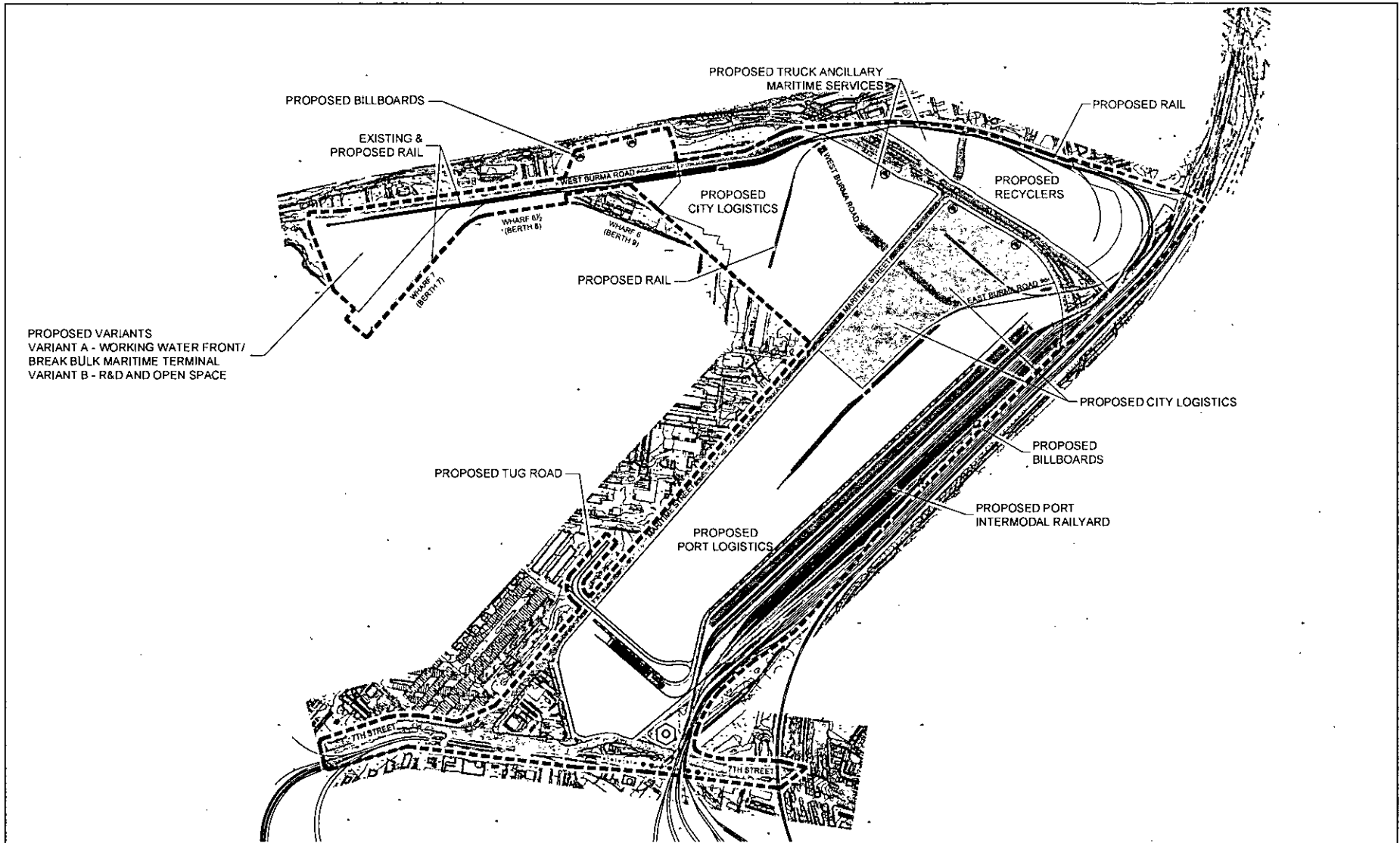
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Attachments:

- A. *Master Plan for Oakland Army Base Project (from 2012 amendment to the Oakland Army Base Reuse Plan)*
- B. *Planning Commission Staff Report, May 1, 2013 (without attachments)*
- C. *Summary of Major Provisions of the Proposed Development Agreement*
- D. *Revisions to Proposed Development Agreement Recommended for Approval at May 1, 2013, Planning Commission meeting (additions shown in underline, deletions shown in strike-out)*
- E. *Summary of 2012 Initial Study/Addendum (from May 30, 2012, City Council Agenda Report)*
- F. *City Council Adopted Standard Conditions of Approval and Mitigation Monitoring and Reporting Program (from 2012 Initial Study/Addendum; Final and Corrected Version, October 15, 2012)*

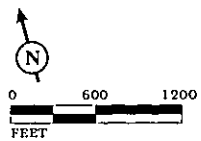
ATTACHMENT A

*Master Plan for Oakland Army Base Project
(from 2012 amendment to the Oakland Army Base Reuse Plan)*



PROPOSED VARIANTS
 VARIANT A - WORKING WATER FRONT/
 BREAK BULK MARITIME TERMINAL
 VARIANT B - R&D AND OPEN SPACE

LSA



- | | | | |
|--|-----------------|--|---------------------|
| | WEST GATEWAY | | PROJECT BOUNDARY |
| | CENTRAL GATEWAY | | PROPOSED BILLBOARDS |
| | EAST GATEWAY | | |
| | NORTH GATEWAY | | |
| | PORT AREA | | |

SOURCE: ARCHITECTURAL DIMENSIONS, MAY 23, 2012.

2012 Oakland Army Base Project
 2012 Project Conceptual Redevelopment Strategy

Table 1-1: Comparison of 2002 Project and 2012 Project

OARB Sub-District	Land Use	2002 Project ¹		2012 Project			
		Square Feet	Acres ²	Variant A Working Waterfront		Variant B R&D/Open Space	
				Square Feet	Acres	Square Feet	Acres
Gateway Development Area (GDA)	Light Industry	494,000		-	-	Same as Variant A	
	Recycling Facilities	-	-	379,605	25		
	Retail	25,000		-	-		
	Ancillary Maritime Services ³	n/a	15	37,673	15		
	Office, R&D	1,528,000		-	-	175,000	11
	Warehouse/Distribution	300,000		1,089,223	94	942,763	82
	Five (5) Billboards	-	-	n/a	Included	Same as Variant A	
	Building Development Subtotal	2,347,000	183	1,506,501	133	1,535,041	133
	Roadways ⁴	n/a	Included	864,450	20	Same as Variant A	
	Rail Right-of-Way	-	-	124,200	3		
	Utilities	n/a	Included	n/a	Included		
	Wharf Reuse/Repair ⁵	n/a	Included	504,600	13.1	91,100	2.1
	Infrastructure Subtotal⁶	-	-	124,200	23	124,200	23
	Public Access or Park ⁷	n/a	10	n/a	3	n/a	12
GDA Subtotal⁶	2,347,000	193	1,506,501	159	1,535,041	168	
Port Development Area	Warehouse/Distribution	-	-	882,88	97	Same as Variant A	
	Ancillary Maritime Services	n/a	2	n/a	Included		
	Four (4) Billboards	-	-	n/a	Included		
	Building Development Subtotal	-	2	882,881	97	882,881	97
	Port Rail Terminal ⁹	n/a	130	2,664,400	61	Same as Variant A	
	Roadways ⁴	n/a	Included	657,550	15		
	Utilities	n/a	Included	n/a	Included		
	Marine Terminals and Cargo Throughput ⁸	n/a	55	Not included as part of this project			
Infrastructure Subtotal⁶	n/a	185	2,664,400	76	2,664,400	76	
Port Development Area Subtotal⁶	n/a	187	3,547,281	173	3,547,281	173	
TOTAL		2,347,000	380	2,389,382	332	2,417,922	341

Note: All property and building measurements are approximate.

¹ The approximately 360-acre 2012 Project is almost entirely on the Oakland Army Base portion of the Oakland Army Base Redevelopment Area. What is shown under the 2002 Project only includes the development that was proposed in the same geographic area of the 2012 Project.

² Acres refers to total land area occupied by this use, not proposed building square footage.

³ Ancillary Maritime Services (AMS) uses may include a variety of port-related transportation supporting facilities, including and not limited to: truck parking; cargo storage and other maritime support services. The 2012 Project does not include a change in AMS uses but does include a change in location.

Table notes continued on next page.

- ⁴ Includes the following changes: 1) Maritime Street will not be relocated and will be improved in same general location through the Gateway Development Area to the Gateway Peninsula; Burma Road (West Burma) will be relocated south of its current alignment in the Central Gateway, and connect to a new Access Roadway (East Burma) east of Maritime; 2) Under the highway there will be no change from what was studied in the 2002 EIR; 3) changes proposed to Grand Avenue at-grade were required mitigation as part of the 2002 EIR at Grand Avenue/Maritime Street; 4) two variants for 7th Street grade separation are included.
- ⁵ As noted in Footnote 17 (p.3-29 of the 2002 EIR), Wharf 7 and the majority of Wharf 6 ½ would remain and be reused.
- ⁶ Wharf repair/reuse and roadways are not included in the calculations for any of the building or infrastructure subtotals or total development.
- ⁷ The 2002 EIR included 29 acres of park/public access which consisted of 10 acres of shoreline access and 19 acres for a Gateway Park to be developed by EBRPD. The 2012 Project area does not include the 19-acre Gateway Park. Gateway Park is in the early planning stages being led by EBRPD and a consortium of agencies.
- ⁸ The new marine terminal in the OARB Sub-district and the Maritime Sub-district ("New Berth 21") studied in the 2002 EIR continue to be part of the Port's development plan. However, these improvements will not be constructed as part of the 2012 Project but are considered a cumulative project. 4.05 million twenty-foot equivalent units (TEU) of container cargo throughout was cleared through the 2002 OARB EIR.
- ⁹ The Port's Joint Intermodal Terminal, which is not located on the OARB property, will be retained; the 2002 EIR considered demolishing that rail yard.

Source: City of Oakland, Port of Oakland, CCIQ, 2012.

ATTACHMENT B

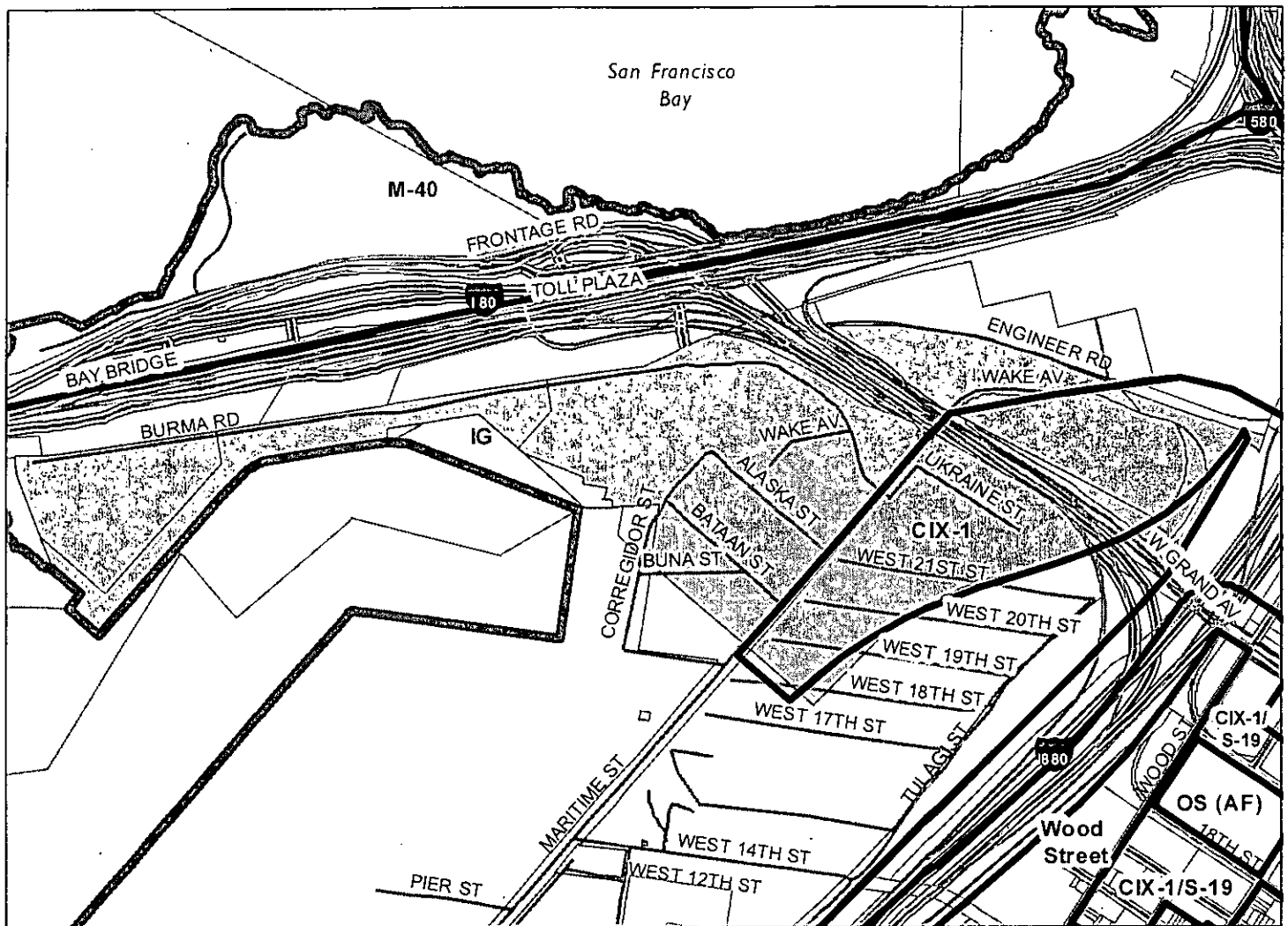
*Planning Commission Staff Report, May 1, 2013
(without attachments)*

Project Name: Oakland Army Base – Rezoning	
Location:	A portion of the former Oakland Army Base (in the general vicinity of the intersection of Maritime Street and West Grand Avenue)
Proposal:	Rezone approximately 160 acres of City-owned land known as the “Gateway Development Area” to the new Gateway Industrial District (D-GI) Zone; adopt design standards for new development in the D-GI Zone; and approve a Development Agreement for the Army Base development project.
Applicant:	City of Oakland; Oakland Redevelopment Successor Agency; Prologis CCIG Oakland Global, LLC; California Waste Solutions, Inc.; CASS, Inc.
Owner:	City of Oakland
Planning Permits Required:	Rezoning; Development Agreement
General Plan:	General Industrial/Transportation (portion of the site); Business Mix (portion of the site)
Zoning:	Existing: General Industrial (IG) Zone (portion of the site); Commercial Industrial Mix 1 (CDX-1) Zone (portion of the site) Proposed: Gateway Industrial District (D-GI) Zone
Environmental Determination:	The Oakland Army Base Area Redevelopment Plan Environmental Impact Report (EIR) was certified in 2002. An Addendum to the 2002 EIR was adopted in June 2012 and covers these implementing actions. No further environmental review is required.
Historic Status:	The site includes the Oakland Army Base Historic District which is determined eligible for the National Register of Historic Places and listed as an Area of Primary Importance (API) by the Oakland Cultural Heritage Survey.
Service Delivery District:	1
City Council District:	3
Status:	Pending
Action to be Taken:	Take public testimony and issue a recommendation to the City Council.
Staff Recommendation:	Recommend approval of the proposal including the proposed rezoning, design standards, and Development Agreement.
Finality of Decision:	Recommendation will be forwarded to the City Council.
For Further Information:	Contact case planner Darin Ranelletti at (510) 238-3663 or by email at dranelletti@oaklandnet.com.

SUMMARY

The proposal involves rezoning approximately 160 acres of City-owned land known as the “Gateway Development Area” to a new zoning district called the Gateway Industrial District (D-GI) Zone, adopting corresponding design standards for new development in the D-GI Zone, and adopting a Development Agreement for the Oakland Army Base development project. The purpose of the proposal is to facilitate the redevelopment of the Oakland Army Base pursuant to the Oakland Army Base Reuse Plan, originally adopted in 2002 and amended in June 2012. The Army Base project involves construction of new industrial facilities emphasizing warehousing and port/trade logistics, and would result in the removal of all existing buildings contributing to the Oakland Army Base Historic District which is determined eligible for the National Register of Historic Places and listed as an Area of Primary Importance (API) by the

CITY OF OAKLAND PLANNING COMMISSION



0 0.25 0.5 1 Mile



Case File: RZ13014; RZ13084; RZ13085
Applicant: City of Oakland; Oakland Redevelopment
Successor Agency; Prologis CCIG Oakland Global, LLC;
California Waste Solutions, Inc.; CASS, Inc.
Address: Portion of former Oakland Army Base (in general vicinity of
the intersection of Maritime Street and West Grand Avenue)
Zone: IG, CIX-1

Oakland Cultural Heritage Survey.

The purpose of the May 1st meeting is to review the proposed rezoning, design standards, and terms of the Development Agreement and make a recommendation to the City Council. The focus of the Planning Commission's review should not be on whether the Army Base project is appropriate; the project has already been approved by the City Council. Instead, the focus of the Commission's review should be on whether the proposed new zoning district for the Army Base site is appropriate given the approved Army Base project, whether the proposed design standards will ensure that the design quality of the project equals or exceeds that of the Army Base Historic District, and whether the proposed Development Agreement is appropriate.

After the Planning Commission reviews and makes a recommendation on the proposal, the proposal will go to the City Council for final decision, currently anticipated during this May and June. Deconstruction of the existing buildings and construction of the infrastructure for the project are expected to commence in July with final project completion in 2020.

BACKGROUND

The City has been planning for the Army Base project for over a decade. The current proposal is one element of this planning process. Below is background information relevant to the current proposal.

Oakland Army Base Historic District

The Oakland Army Base was originally constructed in 1941-1942 and played a significant role in World War II as a military supply depot and repair facility. The Army Base continued to play an important role in the Korean War, Vietnam War, and Persian Gulf War. The Base was officially closed for military operations in 1999 and eventually transferred to the City of Oakland and the Port of Oakland.

The Oakland Army Base Historic District is determined eligible for the National Register of Historic Places and is listed as an Area of Primary Importance (API) by the Oakland Cultural Heritage Survey. The Army Base derives its historical significance from its contributions to American military history. A map of the Oakland Army Base Historic District is attached to this report (see Attachment A). Building 1 (Galbreth Hall) was demolished by the Army prior to the Base being transferred to the City and the Port. Building 802 (one of the "800-series" of warehouses) was deconstructed by the Port in 2008.

Oakland Army Base Project

In 2000 the City Council and Redevelopment Agency adopted the Oakland Army Base Area Redevelopment Plan and in 2002 the Oakland Base Reuse Authority, the entity created for the purpose of planning for the conversion of the Army Base from military to civilian use, adopted the Oakland Army Base Reuse Plan, which contained a master plan for the removal of all the buildings in the Oakland Army Base Historic District and redevelopment of the site with new land uses. In 2012 the City Council approved a Lease Disposition and Development Agreement (LDDA) with the master developer, Prologis Property, LP and CCIG Oakland Global, LLC, and amended the Reuse Plan to reflect the current master plan for the project, which, like the 2002 Reuse Plan, includes removal of all the buildings in the Historic District and redevelopment of the site with new land uses. The current master plan is attached to this report (see Attachment B).

The 2012 Army Base project would redevelop the former Army Base site with new industrial facilities emphasizing warehousing and port/trade logistics. The existing buildings at the former Army Base would be removed and up to approximately 1.5 million square feet of building space would be constructed. In addition to the proposed warehouse and logistics facilities to be constructed by the

master developer, the master plan also includes two sites to be developed by California Waste Solutions, Inc. and Cass, Inc. for recycling activities¹ and a site designated for ancillary maritime services (AMS) such as truck parking, cargo storage, and other port-related transportation services. Separately, the Port of Oakland plans to redevelop the approximately 170 acres of the Army Base under its control.² Both the City and Port projects would be accompanied by an infrastructure program that would include roadway, railway, and utility improvements. Deconstruction of the existing buildings is expected to begin in July. Site preparation and infrastructure work would begin this year and is expected to be complete in 2017. Construction of the new buildings would begin in 2015 with the project expected to be complete in 2020. Although the Port project may ultimately involve the removal of existing Historic District buildings, currently there is no estimated timeline for commencing that removal. A number of the "800-series" of warehouses extend over both the City and Port portions of the site. In the event that the City begins deconstruction of these buildings prior to the Port project, the portions of the buildings on Port property would remain until their removal by the Port.

Previous Environmental Review and Mitigation Measures

In 2002 the Environmental Impact Report (EIR) for the Oakland Army Base Area Redevelopment Plan was certified. As detailed below, the environmental analysis was updated in 2012 when the City Council approved the LDDA with the master developer and amended the Army Base Reuse Plan to reflect the current project master plan.³ The environmental analysis identified significant and unavoidable environmental impacts related to transportation, air quality, cultural resources, visual effects, and biological resources. The environmental analysis contains a number of standard conditions of approval and mitigation measures. Attachment C contains the final adopted standard conditions of approval and mitigation measures.

Rationale for Project Approval

The 2002 EIR for the Oakland Army Base Area Redevelopment Plan analyzed an alternative to the project that involved reuse of existing buildings. The City considered the feasibility of reusing the existing buildings and rejected the reuse alternative on the grounds that the reuse alternative would make the project less flexible in responding to market conditions, economically infeasible, create fewer jobs, result in less tax revenue, and increase environmental impacts related to geology and soils. In 2002 the City adopted a Statement of Overriding Considerations and thus decided to approve the project and the removal of the Historic District, finding that the project would further economic development and job creation, increase public access to parks and open space, improve the visual environment and land use variety at the site, and remediate environmental contamination. In approving the 2012 project, the City Council essentially reaffirmed its earlier findings that the benefits of the project outweighed its significant unavoidable impacts. Since the City Council approval of the master plan for the project, the City and the master developer have been taking the necessary steps to successfully implement the project. The current proposal is one of the necessary steps to implement the project. The project, a public/private partnership, has been awarded a \$242 million dollar grant from the California Transportation Commission under the Trade Corridor Improvement Fund, with \$176 million awarded to the City project and \$66 million awarded to the Port project. In order to secure this funding there are a number of important milestones on the project schedule that must be met, including adopting the proposed rezoning

¹ The City is currently negotiating a Disposition and Development Agreement (DDA) with California Waste Solutions, Inc. and Cass, Inc. for the sale and development of the recycling sites.

² The site of the Port of Oakland project is not included in the proposed rezoning, design standards, or development agreement.

³ The 2002 EIR and 2012 Addendum are available in the City Planning offices located at 250 Frank H. Ogawa Plaza, Suite 3315, and on the City's website at <http://www2.oaklandnet.com/Government/o/PBN/OurServices/Application/DOWD009157>.

by June so that deconstruction of the existing buildings can start in July with project site preparation and grading work beginning by the end of the year.

ZONING AND GENERAL PLAN ANALYSIS

The current proposal involves the rezoning of approximately 160 acres of City-owned land (known as the "Gateway Development Area") at the Army Base site. The existing zoning for the site is a combination of the General Industrial (IG) Zone in the western portion of the site and the Commercial Industrial Mix 1 (CIX-1) Zone in the eastern portion of the site (see Attachment D). A new zoning district called the Gateway Industrial District (D-GI) Zone would be created and applied to the site. The intent of the D-GI Zone is to facilitate redevelopment of the site pursuant to the master plan for the project by permitting warehousing, port-trade logistics, and other industrial activities. Attachment E contains the map of the proposed boundaries of the new zone and Attachment F contains the proposed text of the new zone.

To adopt the proposed rezoning the City Council would need to find that the rezoning complies with the Oakland General Plan. The proposal does not need to comply with each and every policy of the General Plan, merely that the proposal is generally consistent overall with the General Plan. In approving the Army Base project in 2002 and again in 2012, the City Council determined that the project furthers General Plan goals related to economic development, land use, transportation, and open space.

The existing general plan land use designations for the site are General Industrial/Transportation in the western portion of the site and Business Mix in the eastern portion of the site (see Attachment G). These designations correspond to the existing zoning for the site – the IG Zone is mapped in the General Industrial/Transportation designation and the CIX-1 Zone is mapped in the Business Mix designation.

The desired character of areas designated General Industrial/Transportation is a variety of industrial land uses such as heavy industrial and manufacturing uses, transportation, railyards, maritime terminals, distribution and warehousing, food processing, heavy impact research and development facilities, and other land uses of similar character.

The desired character of areas designated Business Mix is a mix of businesses such as light industrial, manufacturing, food processing, commercial, bioscience and biotechnology, research and development, environmental technology, business and health services, air, truck, and rail-related transportation services, warehouse and distribution facilities, office, and other land uses of similar character.

The proposed D-GI Zone is intended to facilitate the approved Army Base project. The activities permitted in the new D-GI Zone are consistent with the activities envisioned in the approved master plan for the project, including warehousing, recycling, maritime support, trucking-related, office, research and development, and rail-related activities. These activities are generally consistent with both the General Industrial/Transportation and Business Mix land use designations such that the rezoning could be considered consistent with the existing general plan designations for the site and a general plan amendment is not necessary.

ENVIRONMENTAL REVIEW

As stated previously, in 2002 the EIR for the Oakland Army Base Area Redevelopment Plan was certified. The environmental analysis was updated in 2012 when the City Council approved the LDDA with the master developer and amended the Army Base Reuse Plan to reflect the current project master plan. Since the approval of the Addendum in 2012, none of the circumstances that require a supplemental or subsequent EIR pursuant to CEQA Guidelines Section 15162 have occurred, specifically:

- There are no substantial changes proposed in the project which would result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- There are no substantial changes with respect to project circumstances which would result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and
- There is no new information of substantial importance which would result in new significant environmental effects, a substantial increase in the severity of previously identified significant effects, previously infeasible mitigation measures or alternatives now found to be feasible, or new mitigation measures or alternatives which are considerably different from previous ones that would substantially reduce environmental effects.

Since none of the circumstances described above have occurred since 2012, no further environmental review is required, and in fact, under CEQA the City is precluded from preparing a supplemental or subsequent EIR.

KEY ISSUES

Below is a summary of the key issues related to the proposal.

Historic District Removal Prior to Replacement Buildings

Section 15.36.070 of the Oakland Municipal Code requires that a building permit be obtained for a replacement structure prior to the issuance of the permit to demolish an existing building. As explained in the 2012 Addendum, this requirement is considered infeasible for the Army Base project. Significant and time-consuming grading work is required. The Army Base is constructed on filled land which has been subject to subsidence over the past 70 years. To address this subsidence the project involves adding up to 12 feet of soil to the site such that ground level would be higher than the existing building pads. This extensive site preparation work is only feasible if done on a large scale; the work cannot be performed around the existing buildings. All buildings not to be retained must be removed, either through relocation or deconstruction, prior to the grading work. The site preparation work is expected to take at least two years before the design and construction of the initial set of new buildings in 2015. Therefore, the proposed zoning includes a provision that Section 15.36.070 does not apply in the new zoning district. The LDDA with the master developer includes mandatory performance obligations to ensure that the new project is in fact constructed after the existing buildings are removed.

Design Standards

Policy 3.5 of the Historic Preservation Element of the General Plan calls for the City to make certain findings when approving demolition of historic resources. In order to make the finding that the design quality of the proposed project equals or exceeds the original structures, the proposed rezoning would be accompanied by a set of design standards to be applied to the construction of new buildings in the project.

Design Quality of Existing Buildings

The existing buildings of the Oakland Army Base Historic District were planned and built with a sense of urgency during World War II. The buildings were constructed quickly and did not incorporate materials being rationed during wartime, such as steel, or time-consuming methods of construction. Nearly all of the buildings are wood-framed. The quality of the wood is considered

high. The buildings were intended to be functional, utilitarian, maritime-related industrial buildings and were considered “temporary” by the Army, meaning they were built according to standardized procedures of wartime design and construction.⁴

Design Quality of New Buildings

The proposed design standards for the new zoning district are attached (see Attachment H). The intent of the design standards is to ensure that the design quality of the new development equals or exceeds the design quality of the existing buildings in the Oakland Army Base Historic District and is compatible with the surrounding area. It is not the intent of the design standards to mimic the *architectural style* of the Army Base, but rather to ensure *design quality*. Design quality is related to quality building materials and detailing, pleasing building composition and form, and visual interest. It is also not the intent of the design standards to convey the *cultural significance* of the Army Base. There are mitigation measures for the project that require documentation and commemoration of the Army Base and its cultural significance. Like the Oakland Army Base, the buildings in the proposed project are intended to be functional, utilitarian, maritime-related industrial structures.

Landmarks Preservation Advisory Board Recommendation

On April 8, 2013, the Landmarks Preservation Advisory Board reviewed the proposed rezoning and design standards. The Landmarks Board made a number of recommendations concerning the proposal, including recommendations for the proposed design standards and recommendations concerning the proposed commemorative site required by the Mitigation Measure 4.6-2 (see Attachment I). It is anticipated that planning for the commemorative site will begin over the next few months. In response to the recommendations concerning the design standards, staff has made a number of revisions to the design standards, including adding and modifying standards related to the following topics:

1. Views of the new buildings as seen from above, particularly views from adjacent freeways;
2. Oakland industrial design characteristics, particularly building articulation, materials, and windows;
3. Character-defining landscape elements;
4. Fence heights, specifically reducing the allowed height of perimeter fencing from 15 to 10 feet;
5. Signage;
6. Design of the office area of warehouse buildings;
7. Buffering of nearby land uses;
8. Architectural treatment for buildings above a certain height; and
9. Defined criteria for granting exceptions to the standards.

Staff believes the revisions sufficiently address the Landmarks Board’s comments and that the revised design standards are suitable for adoption.

Development Agreement

The master developer for the project, Prologis Property, LP and CCIG Oakland Global, LLC, is seeking a Development Agreement with the City to govern certain aspects of the development of the project.⁵ Among other things, the Development Agreement would include the following key provisions:

⁴ It should be noted that the Army’s use of the term “temporary” is not an indicator of the historic or cultural value of the buildings.

⁵ The Development Agreement would only pertain to the portion of the project being developed by Prologis Property, L.P. and CCIG Oakland Global, LLC; it would not apply to the sites being developed by

1. Vest (i.e., lock-in) land use entitlements, approvals, and permits during the “life” of the LDDA (about 66 years);
2. Limit the application of future development impact fees to the project, while application fees would be those in effect at the time applications are submitted for City permits; and
3. Allocate responsibility for the cost and implementation of the Standard Conditions of Approval and Mitigation Monitoring and Reporting Program between the City and the master developer. The basic allocation is that the City would pay for the infrastructure-related Conditions/Mitigations and the master developer would pay for those related to developing particular sites and ongoing operations, with some costs being shared.

Since Development Agreements typically grant additional rights to a developer, they also usually grant additional benefits to the City. In this case the proposed Development Agreement would relate to the existing LDDA between the City and the master developer, adopted by the City Council in 2012.⁶ The LDDA already incorporates a substantial Community Benefits Program that includes beneficial environmental, contracting, and jobs requirements including funding for local jobs programs, construction wage and labor requirements, and an air quality monitoring program.

Attachment J contains a summary of the major provisions of the draft Development Agreement and Attachment K contains a draft of the Development Agreement, as proposed by the master developer, including an attached exhibit that provides the proposed cost allocation between the City and the master developer for complying with the Conditions/Mitigations. Staff is currently negotiating the specifics of the Development Agreement to accomplish the provisions outlined above. If the Planning Commission believes the Development Agreement is appropriate, staff will continue to refine and clarify the language and negotiate the outstanding issues with the master developer for consideration by the City Council.

Staff believes the proposed Development Agreement is appropriate and is consistent with relevant provisions in the Planning Code concerning approval of Development Agreements (sections 17.138.050 and 17.138.060). The proposed Development Agreement is consistent with the General Plan in that it would facilitate implementation of the approved Army Base project, which is consistent with General Plan goals, including goals related to economic development, land use, transportation, and open space as explained in this report. The proposed Development Agreement also contains provisions to clarify City and developer obligations for implementation of the project by allocating costs in a manner consistent with the approved LDDA in order to achieve successful implementation of the project.

NEXT STEPS/SCHEDULE

Below is the estimated timeline for implementation of the project after the May 1st meeting.

- May-June 2013: City Council review and decision on the proposed rezoning, design standards, and Development Agreement
- July 2013: Begin relocation/deconstruction of existing buildings
- Fall 2013: Begin site preparation and infrastructure work
- 2015: Begin design and construction of new buildings
- 2017: Estimated completion of site infrastructure work
- 2020: Estimated completion of new buildings; project complete

California Waste Solutions, Inc. and CASS, Inc. for recycling activities or the site designated for ancillary maritime services (AMS).

⁶ The LDDA is available in the City Office of Neighborhood Investment located at 250 Frank H. Ogawa Plaza, Suite 5313, and on the City's website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/NeighborhoodInvestment/OAK038485>.

CONCLUSION

The purpose of the May 1st meeting is to review the proposed rezoning, design standards, and terms of the Development Agreement and make a recommendation to the City Council. The focus of the Planning Commission's review should not be on whether the Army Base project is appropriate; the project has already been approved by the City Council. Instead, the focus of the Commission's review should be on whether the proposed new zoning district for the Army Base site is appropriate given the approved Army Base project, whether the proposed design standards will ensure that the design quality of the project equals or exceeds that of the Army Base Historic District, and whether the proposed terms of the Development Agreement are appropriate.

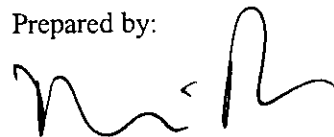
Staff believes the proposal is appropriate for the following reasons:

1. The proposed rezoning would facilitate implementation of the approved Army Base project, which is consistent with General Plan goals, including goals related to economic development, land use, transportation, and open space;
2. The proposed rezoning is consistent with the general plan land use designations for the site;
3. The proposed design standards would ensure high quality design in the new development in the project;
4. The proposed Development Agreement is consistent with the General Plan in that it would facilitate implementation of the approved Army Base project which is consistent with the General Plan; and
5. The proposed Development Agreement would establish reasonable provisions to clarify project responsibilities and ensure the successful implementation of the project.

RECOMMENDATION:

1. Affirm staff's environmental determination;
2. Make a recommendation to the City Council to adopt the proposed rezoning, design standards, and Development Agreement;
3. Recommend to the City Council that once the design standards have been adopted that minor amendments to the design standards may be approved administratively by the Director of City Planning and major amendments may be approved by the Planning Commission; and
4. Authorize staff to revise and clarify the Development Agreement and continue to negotiate its terms with the Developer to resolve any outstanding issues, without returning to the Planning Commission.

Prepared by:



Darin Ranelletti
Planner III

Approved by:



SCOTT MILLER
Zoning Manager

Approved for forwarding to the
City Planning Commission:


RACHEL FLYNN
Director, Department of Planning and Building

ATTACHMENTS:

- A. Map of Oakland Army Base Historic District (Figure 3.5-2 from the 2012 Addendum to the Oakland Army Base Area Redevelopment Plan EIR)
- B. Master Plan for Oakland Army Base Project (from 2012 amendment to the Oakland Army Base Reuse Plan)
- C. City Council Adopted Standard Conditions of Approval and Mitigation Monitoring and Reporting Program (from 2012 Addendum)
- D. Map of Existing Zoning
- E. Map of Proposed Zoning
- F. Text of Proposed Zoning
- G. Map of Existing General Plan Land Use Designations
- H. Proposed Design Standards
- I. Memorandum from Landmarks Preservation Advisory Board to Planning Commission (April 8, 2013)
- J. Summary of Major Provisions of the Draft Development Agreement
- K. Draft Development Agreement (as proposed by master developer)

ATTACHMENT C

Summary of Major Provisions of the Proposed Development Agreement

Summary of Major Provisions of the Proposed Development Agreement

5/15/13

Major Provisions	Terms
Article I: Definitions.	
Article II: Term.	Term of the Agreement to commence upon the Adoption Date and thereafter continue with respect to each portion of the Property for a term to be co-terminus with the LDDA and, upon the timely close of escrow for any Ground Lease, the applicable Ground Lease.
Article III: General Regulation of the Development of the Project	
Section 3.2: Permitted Uses	Permitted uses for the Property shall be subject to the Existing City Approvals, any Subsequent Approvals and the Permitted Uses set forth in the applicable Ground Lease.
Section 3.3: Development Schedule/Sequencing	The Agreement shall cross reference and require Developer to comply with the Minimum Project scope and schedule of development included in the applicable Ground Lease.
Section 3.4: Applicable City Regulations	<p>Subject to express exceptions, Agreement shall limit City laws, ordinances, codes, rules and policies applicable to the Project to those in effect on the Adoption Date. <u>Exceptions are:</u> (a) Subsequent Approvals, (b) then current construction codes and standards and (c) new regulations related to health and safety issues.</p> <p>The Agreement shall vest the Existing Approvals and any Subsequent Approvals for the time equal to the longer of (a) the Term of the Agreement or (b) the term otherwise applicable to such matter.</p>
Sections 3.4, 5 & 6 Applicable City Fees, Exactions and Mitigation Measures.	Subject to express exceptions, the Agreement shall limit the City fees, exactions and mitigations measures applicable to the Project to those in effect on the Adoption date. <u>Exceptions are:</u> then current Application Fees and subject to Section 3.5 below (Processing of Subsequent Approvals), those additional or amended mitigation measures that the City is required to impose

Major Provisions	Terms
	under CEQA as a result of Developer's request for a Subsequent Approval.
Section 3.4.3 Memorialization of Existing City Approvals and Regulations	The Agreement shall require Developer to pay the cost of compiling two (2) binders evidencing the Existing Approvals and Regulations.
Section 3.5 Review and Processing of Subsequent Approvals	Agreement shall limit and focus additional CEQA review related to Developer's request for Subsequent Approvals to the maximum extent permitted by law and require the City to consider applying unused capacity from the project studied under the current EIR/Addendum to Developer's requests for Subsequent Approvals in order to minimize significant impacts (and applicable additional CEQA review) associated with the same. Developer shall pay all costs associated with any required CEQA review.
Section 3.6 Outside Agency Fees	The Agreement shall provide that the Project shall be subject to then current fees legally imposed by Outside Agencies, provided, however, City shall not agree to include the Project in any discretionary fees proposed by an Outside Agency.
Section 3.8 Allocation of Current SCA/MMRP	The Agreement shall allocate responsibility and cost for implementing the current SCA/MMRP's between the City (those applicable to horizontal improvements, such as infrastructure) and Developer (those applicable to vertical improvements within the Project); except all off-site traffic mitigation measures are allocated to the City pursuant to the LDDA. City's overall financial obligations are capped pursuant to the LDDA.
Article IV: Community Benefits	The Agreement shall cross-reference and require Developer to comply with the Community Benefit provisions of the LDDA and the applicable Ground Lease, as applicable.
Article V: Indemnity and Insurance.	
Sections 5.1 & 2: Defense and Indemnity for Project Approvals.	Agreement shall acknowledge that the defense and indemnity for approvals adopted concurrently with the LDDA are addressed by a separate agreement. The Agreement shall require Developer to provide defense and indemnity for claims related to the Agreement, Rezoning and Design Standards and Subsequent Approvals, pursuant to OPC 17.130.060 and the City's

Major Provisions	Terms
	Standards Conditions.
Section 5.3 Other Indemnity Obligations	Subject to above (D&I for Project Approvals), the Agreement shall cross reference and require Developer to comply with the defense and indemnity obligations set forth in the LDDA and the applicable Ground Lease, as applicable.
Section 5.4 Insurance	The Agreement shall cross-reference and require Developer to comply with the insurance provisions set forth In the LDDA and the applicable Ground Lease, as applicable.
Article VI: Annual Compliance Review.	The Agreement shall apply the City standard provisions related to the requirement for an annual review of Developer’s compliance with the requirements of the Agreement and, of applicable, the issuance of a certificate of compliance regarding the same.
Article VII: Force Majeure	The Agreement shall cross-reference and apply the force majeure provisions set forth In the LDDA and the applicable Ground lease, as applicable.
Article VIII: Default	The Agreement shall include the City standard provisions related to default and right to cure; provided, however, subject to the “no cross-default” provisions of the LDDA/Ground Leases, the Agreement shall provide that a default under the LDDA or the applicable Ground Lease is a default under the Agreement.
Article IX: Mortgages	The Agreement shall cross-reference and apply the mortgage and mortgagee protection provisions set forth in the LDDA and the applicable Ground Lease, as applicable.
Article X: Transfers	The Agreement shall cross reference the transfer provisions set forth In the LDDA and the applicable Ground Lease, as applicable, and require that the Agreement shall automatically transfer with all or any portion of the LDDA or applicable Ground Lease.
Articles XI (Amendment and Termination), XII (Notices), XIII (covenants Running with the land), and XIV (Miscellaneous).	The Agreement shall apply the City standard provisions as applicable to the Project; provided, however, the Agreement shall provide that any conflicting provision of the LDDA or the applicable Ground Lease shall control over the Agreement.

ATTACHMENT D

*Revisions to Proposed Development Agreement
Recommended for Approval at May 1, 2013, Planning Commission meeting
(additions shown in underline, deletions shown in strike-out)*

City Draft 5/15/13

Revisions to Proposed Development Agreement Recommended for Approval at May 1, 2013,
Planning Commission meeting (additions shown in underline, deletions shown in strike-out).

NO COST RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Oakland
Dept. of Planning & Building
Attention: Rachel Flynn, Director of Planning & Building
250 Frank H. Ogawa Plaza, Suite 3315
Oakland, CA 94612

(Above Space for Recorder's Use Only)

DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF OAKLAND

AND

PROLOGIS CCIG OAKLAND GLOBAL, LLC

REGARDING THE PROPERTY AND PROJECT KNOWN AS

"GATEWAY DEVELOPMENT/OAKLAND GLOBAL"

Dated _____, 2013

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DEVELOPMENT AGREEMENT
("Gateway Development/Oakland Global")

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of this ___ day of _____, 2013, by and between the CITY OF OAKLAND, a California charter city ("City"), and PROLOGIS CCIG OAKLAND GLOBAL, LLC, a California ~~Delaware~~ limited liability company ("Developer"), pursuant to California Government Code Sections 65864, et seq., with respect to the development of the property and project known as the "Gateway Development/Oakland Global." City and Developer shall collectively be referred to herein as the "Parties," and may each individually be referred to as a "Party."

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the Parties:

~~[Note-Insert-Recitals.]~~

This Agreement is entered into on the basis of the following facts, understandings and intentions of the Parties:

A. These Recitals refer to and utilize terms which are defined in this Agreement; and the Parties refer to those definitions in conjunction with their use in these Recitals.

B. The Development Agreement Legislation authorizes City to enter into development agreements in connection with the development of real property within its jurisdiction. The Development Agreement Ordinance establishes the authority and procedure for review and approval of proposed development agreements by City.

C. Developer applied for approval of this Agreement to: (1) vest the land use policies established in the General Plan, the Oakland Army Base Redevelopment Plan (as amended prior

to the Adoption Date), the Oakland Army Base Reuse Plan (as amended prior to the Adoption Date), and other Existing City Regulations as of the Adoption Date; (2) vest its rights and City's obligations regarding current and future approvals necessary for the Project; (3) allocate responsibility for the cost and implementation of the Mitigation Monitoring and Reporting Program; and (4) memorialize certain other agreements made between City and Developer with respect to the Project. City and Developer acknowledge that development and construction of the Project is a large-scale undertaking involving major investments by Developer, with development occurring in phases over a period of years. Certainty that the Project can be developed and used in accordance with the General Plan, theOakland Army Base Redevelopment Plan (as amended prior to the Adoption Date), the Oakland Army Base Reuse Plan (as amended prior to the Adoption Date), and other Existing City Regulations, will benefit City and Developer and will provide the Parties certainty with respect to implementation of the policies set forth in the General Plan, theOakland Army Base Redevelopment Plan (as amended prior to the Adoption Date), the Oakland Army Base Reuse Plan (as amended prior to the Adoption Date), and the other Existing City Regulations.

D. Development of the Project will meet the key objectives of City embodied in the General Plan, the Oakland Army Base Redevelopment Plan (as amended prior to the Adoption Date), the Oakland Army Base Reuse Plan (as amended prior to the Adoption Date) and other Existing City Regulations. Specifically, the development of the Project will provide many benefits to City and the public including, but not limited to: (1) mitigate or avoid potentially significant environmental impacts; (2) provide public improvements and infrastructure; (3) deliver the Community Benefits required by the LDDA and the Ground Leases; (4) strengthen City's economic base with a variety of long term jobs, in addition to shorter term construction.

jobs; (5) provide for and generate substantial revenues for City in the form of one time fees and Exactions, rent pursuant to the applicable ground leases, property tax and other fiscal benefits; and (6) otherwise achieve the goals and purposes for which the Development Agreement Ordinance was enacted. City is therefore willing to enter into this Agreement to, among other things; (1) provide certainty to encourage the required substantial private investment in the comprehensive development and planning of the Project; (2) secure orderly development and progressive fiscal benefits for public services, improvements and facilities planning in City; and (3) fulfill and implement adopted City plans, goals, policies and objectives, including, among others, those embodied in City's General Plan.

E. City recognizes the pioneering nature of the Project and the Project Site, and City intends that implementation of the General Plan and Redevelopment Plan policies, objectives and goals, and the zoning ordinance, as amended, will create increased value, operation and function of the Port of Oakland area and the surrounding neighborhoods.

F. City and Developer anticipate that the full build-out of the Gateway/Oakland Global project pursuant to this Agreement will generate economic and community benefits to the City of Oakland and Oakland residents.

G. The Development Agreement Legislation authorizes City to enter into a development agreement with any Person having a legal or equitable interest in real property. Developer has an interest in the Project Site described in Exhibit A, attached hereto, pursuant to the Lease Development and Disposition Agreement, by and among the City, the Oakland Redevelopment Successor Agency and Developer, effective December 4, 2012 (the "LDDA").

H. Developer proposes the development of the Project Site for a mix of trade and logistics uses, a marine terminal for bulk and oversized cargo and other uses and improvements

in accordance with the City Approvals, the LDDA and this Development Agreement, as further described in Exhibit D.

L. City has taken several actions to review and plan for the future development of the Project. These include, without limitation, the following: (1) preparation and certification of the 2002 Oakland Army Base Redevelopment Plan Environmental Impact Report and the 2012 OARB Initial Study/Addendum ("EIR"); (2) adoption and approval of the Oakland Army Base Redevelopment Plan (as amended prior to the Adoption Date); (3) adoption and approval of the Oakland Army Base Reuse Plan (as amended prior to the Adoption Date); (4) execution of the LDDA; (5) adoption and approval of the Gateway Industrial zoning district; and (6) adoption and approval of the Gateway Industrial Design Standards. This Agreement also anticipates City will timely consider and grant additional future approvals for the Project and that City will use the Environmental Impact Report prepared in support of this Agreement for those approvals and actions to the fullest extent allowed under applicable law.

J. On May 1, 2013, the City's Planning Commission held a duly noticed public hearing on this Agreement pursuant to the Development Agreement Ordinance, and other relevant provisions of the Planning Code. After due review of and report on Developer's application for this Agreement by City staff, consideration of all evidence heard and submitted at such public hearing and the matters to be considered pursuant to Section 17.138.060 of the Development Agreement Ordinance in enacting a development agreement, the Planning Commission, in relevant part: (1) considered and relied upon the certified the EIR for the Project, and determined that consideration of this Agreement complies with CEQA based on the EIR, and that this Agreement is consistent with the goals, objectives, policies, land uses and programs specified in the General Plan, the Oakland Army Base Redevelopment Plan (as

amended prior to the Adoption Date), the Oakland Army Base Reuse Plan (as amended prior to the Adoption Date), and the other Existing City Regulations pertaining thereto; and(2) recommended that the City Council approve this Agreement based on the foregoing findings. In taking the above actions, the Planning Commission reviewed and heard the report of City's staff on the Agreement and considered all other evidence heard and submitted at the public hearing, including the matters to be considered pursuant to Section 17.138.060 of the Development Agreement Ordinance in recommending to the City Council the approval of a development agreement.

K. On June 4, 2013, the City Council held a duly noticed public hearing on this Agreement pursuant to the requirements of the Development Agreement Ordinance, and other relevant provisions of the Planning Code. After due review of and report on Developer's application for this Agreement by City staff, consideration of the Planning Commission's recommendations thereon, all other evidence heard and submitted at such public hearing, all other matters considered by the Planning Commission, and the matters to be considered pursuant to Section 17.138.060 of the Development Agreement Ordinance in enacting a development agreement and other relevant provisions of the Planning Code, the City Council: (1)considered and relied upon the certified EIR and determined that consideration of this Agreement complieswith CEQA based on the EIR; and (2) introduced Enacting Ordinance No. _____ C.M.S. approving this Agreement, finding and determining in connection therewith that this Agreement is consistent with the goals, objectives, policies, land uses and programs specified in the General Plan, the Oakland Army Base Redevelopment Plan (as amended prior to the Adoption Date), the Oakland Army Base Reuse Plan (as amended prior to the Adoption Date) and in the other Existing City Regulations pertaining thereto.

L. At a duly noticed public meeting on June 18, 2013 , the City Council adopted Enacting Ordinance No. C.M.S. enacting this Agreement.

AGREEMENT

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Legislation and the Development Agreement Ordinance, and in consideration of the foregoing Recitals and the mutual covenants and promises of the Parties herein contained, the Parties agree as follows.

AGREEMENT

ARTICLE I

DEFINITIONS

1.1 Defined Terms. Each reference in this Agreement to any of the following terms shall have the meaning set forth below for each such term.

Adoption Date: The date the City Council adopted the Enacting Ordinance enacting this Agreement.

Applicable City Regulations: The Existing City Regulations, as defined below, and such other City Regulations, as defined below, otherwise applicable to development of the Project pursuant to the provisions of Section 3.4.

CEQA: The California Environmental Quality Act (Public Resources Code Sections 21000, et seq.) and the Guidelines thereunder (14 California Code of Regulations, Sections 15000, et seq.) ("CEQA Guidelines").

City Application Fees: Fees City regularly charges for the filing and processing of applications as set forth on City's Master Fee Schedule. City Application Fees shall not include

City Development Fees, as defined below, or any fee, the purpose of which, is to compensate for or cover any cost or expense other than the filing and processing of an application.

City Approvals: Permits or approvals required under Applicable City Regulations to develop, use and operate the Project and granted on or before the Adoption Date of this Agreement as identified in Recital _____I of this Agreement and described in Exhibit B. (See also "Subsequent Approval," defined below.)

City Development Fees: The fees or assessments legislatively imposed by City against development projects as a general matter for capital improvements in effect on the Adoption Date, as set forth in the City's Master Fee Schedule. If, subsequent to the Adoption Date, the City ceases to apply or otherwise require a particular City Development Fee within the City, such fee or assessment shall no longer be deemed part of the City Development Fees.

City Master Fee Schedule: The Master Fee Schedule as adopted by the Oakland City Council (a) with respect to City Application Fees, as adopted and amended by the Oakland City Council and (b) with respect to City Development Fees, in effect as of the Adoption Date, a copy of which shall be included in the binders prepared pursuant to Section 3.434.3.

City Policies: The interpretations made by City of the manner in which Existing City Regulations will be applied to the development of the Project under Applicable City Regulations. "City Policies" shall include (a) those City Policies adopted prior to the Adoption Date, whether consistent or inconsistent with this Agreement, and (b) those City Policies adopted after the Adoption Date that are consistent with this Agreement (and exclude those City Policies adopted after the Adoption Date that are inconsistent with this Agreement). The term "City Policy" shall refer to any or all City Policies as the context may require.

City Regulations: The General Plan of City, the Oakland Army Base Redevelopment Plan (as amended prior to the Adoption Date), Oakland Army Base Reuse Plan (as amended prior to the Adoption Date), and all other ordinances, resolutions, codes, rules, regulations and policies in effect as of the time in question.

Commence in Earnest: To Commence in Earnest a Phase of the Project shall mean to initiate activities based on a City-issued building permit and other necessary permit(s) and diligently prosecute such permit(s) in substantial reliance thereon and make regular and consistent progress toward the completion of construction and the issuance of a final certificate of occupancy, including successful completion of building inspections to keep the building permit(s) and other permit(s) active without the benefit of an extension.

Conditions of Approval: Project conditions adopted by the City in connection with City Approvals or Subsequent Approvals.

Construction Codes and Standards: The City Regulations pertaining to or imposing life safety, fire protection, seismic, mechanical, electrical and/or building integrity requirements with respect to the design and construction of buildings and improvements, including the then-current Uniform Building Code as adopted and amended by City and other construction codes, Federal Emergency Management Agency standards, and City's then current design and construction standards for streets, drains, sidewalks and other similar improvements, which codes and standards are applied to comparable development on a City-wide basis.

Dedication: An Exaction comprised of land and/or improvements required to be Dedicated to City.

Development Agreement Legislation: California Government Code Sections 65864 through 65869.5, authorizing City to enter into development agreements as therein set forth.

Development Agreement Ordinance: Chapter 17.138 of City's Planning Code, in effect as of the Adoption Date, establishing City's authority and procedure for review and approval of proposed development agreements.

Effective Date: The date this Agreement becomes effective, which shall be concurrent with the effective date of the Enacting Ordinance.

Enacting Ordinance: Ordinance No. _____ C.M.S., enacted by the City Council on _____, June 18, 2013, enacting this Agreement.

Environmental Impact Report or EIR: The 2002 Oakland Army Base Redevelopment Plan Environmental Impact Report and the 2012 OARB Initial Study/Addendum.

Exaction: An exaction (other than City Application Fees or City Development Fees), Dedication or reservation requirement, an obligation for on- or off-site improvements or construction of public improvements, or an obligation to provide services. For purposes hereof, Exactions include, but are not limited to, mitigation measures imposed or adopted pursuant to CEQA or as part of the City Approvals.

Existing City Regulations: The City Regulations and City Policies in effect as of the Adoption Date and to the extent such are consistent therewith, the City Approvals as such are adopted from time to time.

Feasible: Capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, legal, social, and technological factors. The term "Feasible" includes any grammatical variant thereof, including "Feasibly" and "Infeasible."

Force Majeure: During such portion of the Term that the LDDA is in effect for any Phase, the definition of Force Majeure for such Phase shall be as defined in the LDDA. During

such portion of the Term that a Ground Lease is in effect for any Phase, the definition of Force Majeure for such Phase shall as defined in the applicable Ground Lease.

Ground Lease: Each written Ground Lease that is or may be entered into between City and Developer (or City-approved affiliate of Developer) subsequent to the Effective Date of this Agreement, in substantially the same form required by the LDDA, and covering each Phase of the Project.

Governmental Agencies: All governmental or quasi-governmental agencies (such as public utilities) having jurisdiction over, or the authority to regulate development of, the Project. As used in this Agreement, the term "Governmental Agencies" does not include City or any of the departments of City.

Governmental Agency Approvals: All permits and approvals required by Governmental Agencies under Governmental Agency Regulations for construction, development, operation, use, provision of services to, or occupancy of, the Project.

Governmental Agency Regulations: The Laws, ordinances, resolutions, codes, rules, regulations and official policies of Governmental Agencies in effect as of the time in question.

Laws: The Constitution and Laws of the State, the Constitution of the United States, and any codes, statutes, regulations, or executive mandates thereunder, and any court decision, State or federal, thereunder. The term "Laws" shall refer to any or all Laws as the context may require. "Law" or "Laws" excludes, for the purpose of this Agreement, any local ordinance, regulation, rule or requirement.

LDDA. That certain Lease, Development and Disposition Agreement, by and among the City of Oakland, the Oakland Redevelopment Successor Agency and Prologis/CCIG Oakland Global, LLC, effective December 4, 2012.

Mitigation Monitoring and Reporting Program or SCA/MMRP: The (Final and Corrected) Standard Conditions of Approval and Mitigation Monitoring and Reporting Program, dated ~~40-October 15-~~ 2012 prepared for the EIR and adopted by the City Council on June 19, 2012.

Mortgage: Means a mortgage, deed of trust, assignment of rents, fixture filing, security agreement or similar security instrument or assignment of tenant's leasehold interest in a Phase of the Project that is permitted under a Ground Lease and is recorded in the Official Records.

Mortgagee: Means the holder or holders of a Mortgage and, if the Mortgage is held by or for the benefit of a trustee, agent or representative of one or more financial institutions, the financial institutions on whose behalf the Mortgage is being held. Multiple financial institutions participating in a single financing secured by a single Mortgage shall be deemed a single Mortgagee.

Person: An individual, partnership, limited liability company, firm, association, corporation, trust, governmental agency, administrative tribunal or other form of business or legal entity.

Phase: Each phase of the Project commonly referred to as the East Gateway, Central Gateway or West Gateway, as applicable.

Private Improvements. The term "Private Improvements" shall have the definition ascribed to the same in the LDDA.

Project: ~~The development, use and occupancy of buildings and other improvements~~the Private Improvements on the Project Site pursuant to the City Approvals, the Subsequent Approvals and this Agreement, as ~~further~~identified in Recital H and described in Recital ~~_____~~Exhibit D.

Project Site: The real property described on Exhibit A hereto.

Public Improvements. The term "Public Improvements" shall have the definition ascribed to the same in the LDDA.

Subsequent Approvals: Permits or approvals required under Applicable City Regulations to develop, use and/or operate the Project and applied for, considered or granted after the Adoption Date of this Agreement. Subsequent Approvals may include, without limitation, the following: amendments of the City Approvals, design review approvals, improvement agreements, encroachment permits, use permits, variances, grading permits, public improvement permits, building permits, tree removal permits, lot line adjustments, sewer and water connection permits, certificates of occupancy, subdivision maps, rezonings, development agreements, permits, resubdivisions, condominium maps or approvals, and any amendments to, or repealing of, any of the foregoing, each as permitted by this Agreement.

Terminate: The expiration of the Term of this Agreement, whether by the passage of time or by any earlier occurrence pursuant to any provision of this Agreement. "Terminate" includes any grammatical variant thereof, including "Termination" or "Terminated".

Termination shall not relieve Developer of any other obligation, including obligations under this Agreement that survive Termination (such as Indemnity obligations), accrued obligations under this Agreement, and obligations to comply with City Approvals, Governmental Agency Approvals and other Laws.

Transfer: During such portion of the Term that the LDDA is in effect for any Phase, the definition of Transfer for such Phase shall be as defined in the LDDA. During such portion of the Term that a Ground Lease is in effect for any Phase, the definition of Transfer for such Phase shall as defined in the applicable Ground Lease.

Transferee: The Person to whom a Transfer is effected.

ARTICLE II

TERM

2.1 Effective Date; Term Commencement. This Agreement shall be dated as of the Adoption Date; the rights, duties and obligations of the Parties hereunder shall be effective, and the Term shall commence, as of the Effective Date. Not later than five (5) days after the Adoption Date, Developer shall execute and acknowledge this Agreement and return the Agreement to City; not later than ten (10) days after the Adoption Date, City, by and through its City Administrator or his/her designee, shall execute and acknowledge this Agreement, and upon receipt of such executed and acknowledged Agreement. The Parties anticipate that Developer may not own or hold any ground leasehold interest in any of the Project Site as of the Effective Date, and that Developer will, if at all, acquire an ownership or ground leasehold interest in the Project Site in Phases. In order to make clear that the rights and obligations under this Development Agreement will apply to and run with the property comprising the Project Site (or Developer's ground leasehold interest therein) after such property is acquired by Developer, upon acquisition of a fee or ground leasehold interest in such property by Developer, Developer shall cause this Agreement or a memorandum thereof to be recorded against Developer's interest in such property in the Official Records of the County of Alameda pursuant to Section 65868.5 of the Development Agreement Legislation and Section 17.138.070 of the Development Agreement Ordinance. City shall cooperate in such recording, and shall execute, acknowledge and deliver such additional instruments and documents as may be necessary to facilitate such recording.

2.2 Expiration of Term. Unless sooner terminated pursuant to the applicable provisions of this Agreement, the Term of this Agreement shall expire as to a Phase on the first to occur of the following: (i) if a Ground Lease is not executed by the Parties with respect to a particular Phase, then, with respect to such Phase, upon expiration or earlier termination of the LDDA; or (ii) if a Ground Lease is executed by the Parties with respect to a particular Phase, then, with respect to such Phase, upon expiration or earlier termination of the Ground Lease for such Phase; or (iii) December 31 of the calendar year that is seventy (70) years after the Effective Date. Notwithstanding the foregoing, the Term shall be extended, on a day-for-day basis, for any period of time during which (A) a development moratorium (including, but not limited to, a water or sewer moratorium (or both)), prevents, prohibits or delays the construction of the Project or (B) a lawsuit by a third party challenging any such Project development approvals or permits is pending. Such extension shall be established pursuant to the procedure set forth in Section 7.1 below. Notwithstanding anything to the contrary in Section 7.1, the Term shall not be extended for any Force Majeure event except as set forth in this Section 2.2.

2.3 Subsequent Amendments or Termination. If the Parties amend, modify or Terminate this Agreement as herein provided, or as otherwise provided by the Development Agreement Ordinance, or this Agreement is modified or Terminated pursuant to any provision hereof, then the Developer shall, within ten (10) days after such action takes effect, cause an appropriate notice of such action to be recorded in the Official Records of the County of Alameda.

2.4 Effect of Termination of Agreement. Except for obligations a Party has accrued, upon Termination of this Agreement, all of the rights, duties and

obligations of the Parties hereunder shall Terminate and be of no further force or effect. The Termination shall not permit City to modify, reduce or terminate any of the rights vested in Subsequent Approvals made pursuant to this Agreement prior to Termination for any Phase that Developer has Commenced in Earnest prior to the Termination or expiration of the Term. Upon Termination, City shall retain any and all benefits, including money or land, received by City as of the date of Termination under or in connection with this Agreement. No Termination shall prevent Developer from completing and occupying buildings or other improvements authorized pursuant to valid building permits approved by City prior to the date of Termination, except that nothing herein shall preclude City, in its discretion, from taking any action authorized by Laws or City Regulations to prevent, stop or correct any violation of Laws or City Regulations occurring before, during or after construction.

ARTICLE-III

ARTICLE III

GENERAL REGULATION OF DEVELOPMENT OF PROJECT

3.1 Application of Agreement to Project Site. As between the Parties, this Agreement is effective as of the Effective Date and is enforceable by each Party in accordance with its terms. Upon the acquisition by Developer (or a Transferee of Developer) of a fee simple or ground lease interest (as applicable) in any portion of the Project Site, this Agreement shall automatically become effective as to, and govern, such property as of the earlier of: (a) the Effective Date, or (b) the date Developer provides written evidence reasonably acceptable to City that Developer has acquired such interest.

3.2 Permitted Uses; Control of Development. This Agreement vests in Developer the right to develop the Project in accordance with the terms and conditions of this Agreement, the City Approvals and the Existing City Regulations; provided that City shall have the right to

control development of the Project in accordance with the provisions of this Agreement, the LDDA and each Ground Lease. Notwithstanding any provision herein to the contrary, the permitted uses of each Phase of the Project, the density and intensity of use of each Phase, and the siting, height, envelope, and massing and size of proposed buildings in each Phase, shall consist only of those described in and expressly permitted by, and subject to all terms, conditions and requirements of, the City Approvals, the Subsequent Approvals, the LDDA, and the applicable Ground Lease for each Phase. Nothing in this Agreement shall prohibit Developer from requesting amendments to the City Approvals. The reservation or dedication of land for public purposes shall be as set forth on the appropriate tentative or final subdivision maps for the Project or elsewhere in the City Approvals or Subsequent Approvals. This Agreement, the City Approvals, the LDDA and the Ground Lease, and where such instruments are silent, the Applicable City Regulations, shall control the overall design, development and construction of the Project, and all on- and off-site improvements and appurtenances in connection therewith. In the event of any inconsistency between the Applicable City Regulations and this Agreement, this Agreement shall control, except that if the inconsistency cannot be reconciled by application of this rule of construction, the provision which, as determined by the City Council, best gives effect to the purposes of this Agreement shall control.

3.3 Development Schedule/Sequencing: Developer shall develop each Phase of the Project strictly in accordance with, and in all respects subject to, the scope, timing, terms, conditions and requirements set forth in the City Approvals, the Existing City Regulations, the LDDA, and the Ground Lease for each Phase. Without limiting the preceding sentence, and notwithstanding any provision in this Agreement to the contrary, Developer shall develop the improvements Private Improvements for each Phase of the Project in accordance with the

"Minimum Project" description, scope, schedule and sequencing set forth in the Ground Lease for each Phase. Nothing in this Agreement shall be deemed to amend or modify the LDDA or any Ground Lease or to limit, modify, restrict or alter the rights of City, in its capacity as Landlord under each Ground Lease, to control development of each Phase or to otherwise exercise any other rights or remedies of Landlord under each Ground Lease.

3.4 Applicable City Regulations. Except as expressly provided in this Agreement and the City Approvals, the Existing City Regulations shall govern the development of the Project and all Subsequent Approvals with respect to the development of the Project on the Project Site. City shall have the right, in connection with any Subsequent Approvals, to apply City Regulations as Applicable City Regulations only in accordance with the following terms, conditions and standards:

3.4.1 Future City Regulations. Except as otherwise specifically provided in this Agreement, including, without limitation, the provisions relating to (a) regulations for health and safety reasons under Section 3.4.2 below; (b) regulations for Construction Codes and Standards under Section 3.4.4 below; and (c) provisions relating to the payment of City Application Fees pursuant to Section 3.4.5, below, City shall not impose or apply any City Regulations on the development of the Project Site that are adopted or modified by City after the Adoption Date (whether by action of the Planning Commission or the City Council, or by initiative, referendum, ordinance, resolution, rule, regulation, standard, directive, condition, moratorium) that would: (i) be inconsistent or in conflict with the intent, purposes, terms, standards or conditions of this Agreement; (ii) materially change, modify or reduce the permitted uses of the Project Site, the permitted density or intensity of use of the Project Site, the siting, height, envelope, massing, design requirements, or size of proposed buildings in the Project, or provisions for City Fees

specified in Section 3.4.5 below and Exactions as set forth in the City Approvals, including this Agreement; (iii) materially increase the cost of development of the Project (subject to the acknowledgement as to the cost of Exactions specified in Section 3.4.6 below); (iv) materially change or modify, or interfere with, the timing, phasing, or rate of development of the Project; (v) materially interfere with or diminish the ability of a Party to perform its obligations under the City Approvals, including this Agreement, or the Subsequent Approvals, or to expand, enlarge or accelerate Developer's obligations under the City Approvals, including this Agreement, or the Subsequent Approvals; or (vi) materially modify, reduce or terminate any of the rights vested in City Approvals or the Subsequent Approvals made pursuant to this Agreement prior to expiration of the Term. Developer reserves the right to challenge in court any City Regulation that would conflict with this Agreement or reduce the development rights provided by this Agreement, provided that such City Regulation directly affects the Project; provided, however, Developer shall first follow the dispute resolution procedures in Article VIII.

3.4.2 Regulation for Health and Safety. Notwithstanding any other provision of this Agreement to the contrary, City shall have the right to apply City Regulations adopted by City after the Adoption Date, if such application (a) is otherwise permissible pursuant to Laws (other than the Development Agreement Legislation), and (b) City determines based on substantial evidence and after a public hearing that a failure to do so would place existing or future occupants or users of the Project, adjacent neighbors, or any portion thereof, or all of them, in a condition substantially dangerous to their health or safety. The Parties agree that the foregoing exception to Developer's vested rights under this Agreement is in no way intended to allow City to impose additional fees or exactions on the Project, beyond the City Fees described

below in Section 3.4.5, that are for the purpose of general capital improvements or general services (except in the event of a City-wide emergency).

3.4.3 Existing City Regulations. The City shall, at the Developer's sole cost and expense, compile two binders which include copies of all Existing City Regulations within ninety (90) calendar days after the Adoption Date, sign both copies, and deliver one copy to Developer. The City shall make every reasonable effort to include all Existing City Regulations.

3.4.4 Construction Codes and Standards. The City shall have the right to apply to the Project at any time, as a ministerial act, the Construction Codes and Standards in effect at the time of the approval of any City Approval or Subsequent Approval thereunder.

3.4.5 City Fees. Except as otherwise specified in this Agreement, the City Development Fees and the City Application Fees shall be the only fees or assessments charged by City in connection with the development or construction of the Project. The City Development Fees applicable to the Project shall only be those fees in effect on the Adoption Date, as set forth in the City's Master Fee Schedule. The Project shall not be subject to any increases in City Development Fees, and shall not be subject to any new City Development Fees adopted after the Adoption Date. Notwithstanding any other provision of this Agreement, Developer shall pay City Application Fees chargeable in accordance with City Regulations (including any action by the City Council to increase or otherwise adjust City Application Fees listed in the City's Master Fee Schedule) in effect and generally applicable at the time the relevant application is made.

3.4.6 Project Exactions. Developer and City acknowledge that the City Approvals and Subsequent Approvals authorize and require implementation of Exactions in connection with the development of the Project and that the specific costs of implementing such

Exactions currently cannot be ascertained with certainty, but notwithstanding such uncertainty, except as otherwise provided in this Agreement, Developer shall be solely responsible for such costs in connection with implementing such Exactions as and when they are required to be implemented. Subject to the terms and conditions of this Agreement, no new Exactions shall be imposed by City on the Developer or the development of the Project, or on any application made by Developer for any City Approval or Subsequent Approval concerning the development of the Project, or in enacting any City Approval or Subsequent Approval concerning the development of the Project, or in connection with the development, construction, use or occupancy of the Project; provided, however, subject to the provisions of Section 3.75 below, that Exactions may be imposed if required by CEQA (e.g., further CEQA review is undertaken for Subsequent Approvals and such review identifies the need for additional or modified mitigation measures, or previously imposed mitigation measures are no longer Feasible).

3.4.7 Term of City Approvals and Subsequent Approvals. Notwithstanding anything to the contrary in Applicable City Regulations, the term of any City Approval (other than this Agreement) and the Subsequent Approvals for the Project shall be for the longer of the Term of this Agreement (including any extensions) or the term otherwise applicable to such City Approval or Subsequent Approval if this Agreement is no longer in effect. Upon the later to occur of (a) the expiration or termination of this Agreement or (b) any Ground Lease (as such Ground Lease may be extended from time to time), any City Approval or Subsequent Approval related to the applicable Ground Lease premises in effect beyond the term of this Agreement shall be quitclaimed and assigned to the City or its designee pursuant to Section 30.1.5 of the applicable Ground Lease.

———3.5. Intentionally Omitted

~~3.6. Intentionally Omitted~~

~~3.7. Review and Processing of Subsequent Approvals.~~

~~3.75.1 Reliance on Project EIR. The EIR, which has been certified by City as being in compliance with CEQA, addresses the potential environmental impacts of the entire Project as it is described in the Project Approvals. Nothing in this Development Agreement shall be construed to require CEQA review of Ministerial Approvals. It is agreed that, in acting on any discretionary Subsequent Approvals for the Project, City will rely on the EIR to satisfy the requirements of CEQA to the fullest extent permissible by CEQA and City will not require a new initial study, negative declaration or subsequent or supplemental EIR unless required by CEQA, as determined by City in its capacity as the Lead Agency, and will not impose on the Project any mitigation measures or other conditions of approval other than those specifically imposed by the City Approvals, specifically required by the Existing City Regulations or by subsequent CEQA review.~~

~~3.75.2 Subsequent CEQA Review. In the event that any additional CEQA documentation is legally required for any discretionary Subsequent Approval for the Project, then the scope of such documentation shall be focused, to the extent possible consistent with CEQA, on the specific subject matter of the Subsequent Approval, and the City, in its capacity as the lead-agency Lead Agency, shall conduct such CEQA review as expeditiously as possible at Developer's sole cost and expense, including, without limitation, the payment of the applicable City Application Fee.~~

~~3.75.3 Request for Amendments to City Approvals. In the event that Developer requests an amendment to the City Approvals which proposes to increase the permitted square footage of development uses for the Project and (a) the approval by the City of such request~~

would be a discretionary approval subject to CEQA and (b) at the time of the City's consideration of such request the project defined in the EIR has not been fully constructed, then the City shall, to the maximum extent permissible by law, ~~transfer any unconstructed uses or square footage previously approved under the EIR to the Project~~ and other applicable agreements, take into consideration during the City's CEQA review of the requested amendment to the City Approvals the capacity/project envelope previously studied under the EIR that has not been previously constructed and is not the subject of a then current application for a land use related permit or a building permit to minimize the effects of such proposed amendment(s) that may otherwise require additional review under CEQA.

3.86 Exempting Fees Imposed by Outside Agencies. City agrees to exclude Developer from any and all collection agreements regarding fees, including, but not limited to, development impact fees, which other public agencies request City to impose at City's sole and absolute discretion with no conditions on the Project during the Term of this Agreement. Developer shall reimburse City for all costs and expenses (including without limitation consultants, City staff and/or City attorney or outside counsel time) incurred to implement this section.

3.97 Fee Reductions or Credits. City and Developer intend that the fees and other commitments described in this Agreement will be in lieu of any Exactions, taxes or assessments generally intended to address similar uses or purposes, and that Developer shall not be required to pay more than once for any such Exaction, fee or assessment. Accordingly, the fees and other commitments described in this Agreement, shall be subject to reductions/credits in an amount equal to Developer's actual cost of complying with any such lawfully imposed Exaction, tax, or assessment generally intended to address similar uses or purposes, whether imposed on the Project, the City Approvals or the Subsequent Approvals. Notwithstanding the foregoing, no

such reduction/credit shall be provided as a result of any assessment that arises from an assessment district requested or agreed to by Developer under this Agreement.

3.108 Allocation of SCA/MMRP. The Parties hereby agree to allocate implementation

3.8.1 Developer's Allocation of SCA/MMRPs. If the MMRP-Developer elects to proceed with the development of the Project pursuant to Exhibit C, attached hereto. Each Party the terms of the LDDA and the applicable Ground Leases, the Developer shall be responsible, at its sole cost, and expense (as between the Parties), for the implementation of the applicable MMRP's SCA/MMRPs allocated to Developer on Exhibit C. If the Developer elects to proceed with the development of the Project pursuant to the terms of the LDDA and the applicable Ground Leases, the failure of the Developer to implement the SCA/MMRP allocated to Developer pursuant to Exhibit C at the time set forth for such Party SCA/MMRP shall be an Event of Default of Developer under this Agreement; provided, however,

3.8.2 City's Allocation of SCA/MMRPs. The Parties agree that any SCA/MMRP allocated to the City under Exhibit C shall be deemed to be a "Public Improvement" as defined in the event an individual MMRP is allocated to LDDA and as such, the City's obligations related to the implementation of the applicable SCA/MMRPs allocated to the City on Exhibit C shall be controlled exclusively by the LDDA, including, but not limited to, the City's obligation to Complete (as defined in the LDDA) the Public Improvements pursuant to the LDDA and the City's maximum financial contribution pursuant to Section 3.3.1.1.1 of the LDDA. Any failure of the City to Complete any Public Improvement, including any SCA/MMRPs allocated to the City on Exhibit C and any related remedies of the Developer shall be controlled exclusively by the LDDA, and therefore shall not be an Event of Default under this Agreement.

3.8.3. SCA/MMRPs Allocated to Developer and City. Unless otherwise agreed in writing among the Parties as an amendment to this Agreement pursuant to Article XI, where both Parties, the City shall be and Developer are identified as being responsible for the implementation of an SCA/MMRP: (a) the same City shall be responsible with respect to the design and construction of the Public Improvements, subject to Section 3.8.2, and (b) Developer shall be responsible for the implementation of the same with respect to the balance construction and operation of the Private Improvements, as applicable, subject to Section 3.8.1.

3.8.4 Subsequent Environmental Review. The Parties acknowledge the provisions of Item 14 of Exhibit 15 to the LDDA which states in part:

“More feasible and/or cost effective measures may be considered by the Parties so long as those measures meet CEQA requirements and do not themselves cause any potentially significant effect on the environment, as determined by the City through the DA/PUD process.”

Consistent with this language, the Parties further agree that with respect to the following SCA/MMRPs, if the events identified in the EIR which require the implementation of a SCA/MMRP associated with a cumulative impact have not occurred within the time period contemplated in the EIR or a Party proposes a more cost effective or feasible mitigation measure that meets the applicable CEQA requirements and do not themselves cause any potentially significant effect on the environment, the City may delete or amend the applicable SCA/MMRPs, so long as the City, in its capacity as the Lead Agency under CEQA for the Project, takes the appropriate action under CEQA to amend or delete the applicable SCA/MMRP, as follows:

- a. at the request of Developer and with the City's prior written consent which shall not be unreasonably withheld or delayed, the SCA/MMRPs allocated to Developer pursuant to Exhibit C and Sections 3.8.1 and/or 3.8.3 of this Agreement; and
- b. in the sole and absolute discretion of the City, the Delayed Public Improvements, which the Parties hereby agree refer specifically to the cumulative off-site traffic improvements listed in Mitigation Measures 3.16-17 through 33 and related Recommended Measures, inclusive, of the SCA/MMRP and are a subset of the Public Improvements).

In the event a SCA/MMRP is deleted pursuant to this Section, the applicable Party shall have no obligation to implement the applicable SCA/MMRP under this Agreement, the LDDA and/or CEQA, as applicable. In the event that a SCA/MMRP is amended pursuant to this Section, the applicable Party shall be deemed to have satisfied its obligation under this Agreement, the LDDA and CEQA, as applicable, by implementing the amended SCA/MMRP.

3.8.5 Survival of Termination. The Parties agree that Section 3.8 shall survive any termination of this Agreement.

ARTICLE IV

COMMUNITY BENEFITS

4.1 Community Benefits. During such portion of the Term that the LDDA is in effect for any Phase, Developer shall comply with the Community Benefit requirements set forth in Article IV of the LDDA for such Phase. During such portion of the Term that a Ground Lease is in effect for any Phase, Developer shall comply with the Community Benefit requirements set forth in Section 37.6 of the applicable Ground Lease for such Phase.

ARTICLE V

INDEMNITY AND INSURANCE

5.1 Prior Indemnity Agreement. The Parties acknowledge that they have previously entered into that certain Oakland Army Base Environmental Review Funding and Indemnity Agreement Associated with Initial Project Approvals, dated October 23, 2012 (the "Prior Indemnity Agreement"). Nothing in this Agreement shall amend the provisions of the Prior Indemnity Agreement.

5.2 Developer Indemnity Regarding City Approvals. To the maximum extent permitted by law, Developer shall defend (with counsel acceptable to the City), indemnify, and hold harmless the City, the Oakland City Council, the Oakland Redevelopment Successor Agency, the Oakland City Planning Commission and their respective agents, officers, employees and volunteers (hereafter collectively called "City Parties") 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 this Agreement or any City Approvals approved concurrently herewith or any Subsequent Approval or the implementation of the same. The City may elect, in its sole discretion, to participate in the defense of said Action and Developer shall reimburse the City for its reasonable legal costs and attorneys' fees.

Within ten (10) calendar days of the filing of any Action as specified in the preceding paragraph, Developer shall execute a Joint Defense Letter Agreement with the City, acceptable to the Office of the City Attorney, which memorializes the above obligations. These obligations and the Joint Defense Letter of Agreement shall survive termination, extinguishment, or invalidation of the City Approval or any Subsequent Approval requested by Developer. Failure

to timely execute the Letter Agreement does not relieve the Developer of any of the obligations contained in this Section or other requirements or Conditions of Approval that may be imposed by the City.

5.3 Developer Indemnity Regarding Other Matters. Subject to the provisions of Section 5.1 and 5.2 with respect to such matters included within the scope of such Sections, during such portion of the Term that a Ground Lease is in effect for any Phase, Developer shall defend, indemnify, protect and hold harmless the City Parties, from and against any and all Actions related to such Phase, in accordance with the indemnification obligations of the tenant as set forth in the applicable Ground Lease.

5.4 Insurance. During such portion of the Term that a Ground Lease is in effect for any Phase, Developer shall, at no cost to City, maintain and cause to be in effect with respect to each Phase, the same types and amounts of insurance required of the tenant under the Ground Lease for such Phase.

ARTICLE ~~VII~~

VI

ANNUAL REVIEW OF COMPLIANCE

6.1 Annual Review. —City and Developer shall annually review this Agreement, and all actions taken pursuant to the terms of this Agreement with respect to the Project, in accordance with the provisions of Section 17.138.090 of the Development Agreement Ordinance and this Article VI. Nothing herein is intended to, nor does, (a) preclude earlier review by City at its reasonable request with thirty (30) days' notice to Developer, or (b) either Party providing notice of noncompliance, breach or default of this Agreement to the other Party in accordance with, as applicable, the terms of the LDDA (for Events of Default arising under the LDDA), the

terms of the applicable Ground Lease (for Events of Default arising under the applicable Ground Lease) or the applicable dispute resolution provisions of this Agreement detailed in Article VIII (for all other Events of Default under this Agreement).

6.2 Developer's Submittal. —Not later than the first anniversary date of the Effective Date, and not later than each anniversary date of the Effective Date thereafter during the Term, Developer shall apply for annual review of this Agreement, as specified in Section 17.138.090.A of the Development Agreement Ordinance. Developer shall pay with such application the City Application Fee for annual review of Development Agreements under Existing City Regulations in effect at the time the application is submitted. Developer shall submit with such application a written report to City's Director, Department of Planning and Building ("Director of City Planning"), with a copy to the City Attorney, describing Developer's good faith substantial compliance with the terms of this Agreement during the preceding year. Such report shall include a statement that the report is submitted to City pursuant to the requirements of Government Code Section 65865.1, and Section 17.138.090 of the Development Agreement Ordinance, on the top of the first page of the report, in clearly marked bold, twelve point typeface, substantially as follows:

**"THIS REPORT IS SUBMITTED UNDER GOVERNMENT
CODE SECTION 65865.1 AND SECTION 17.138.090 OF
THE DEVELOPMENT AGREEMENT ORDINANCE. CITY
HAS 45 DAYS TO RESPOND."**

6.3 Finding of Compliance. —Within forty-five (45) days after Developer submits its report hereunder, the Director of City Planning shall review Developer's submission to ascertain whether Developer has demonstrated good faith substantial compliance with the material terms

of this Agreement. If the Director of City Planning finds and determines that Developer has in good faith substantially complied with the material terms of this Agreement, the Director of City Planning shall prepare and issue a certificate of compliance pursuant to ~~section 8.12~~Section 6.5 below. If the Director of City Planning does not make a determination and issue a certificate of compliance within forty-five (45) days of receipt of Developer's report under Section 6.2 above (unless extended by Developer in writing), the Developer shall submit a second letter notifying the Mayor, Council President, Director of City Planning, and City Administrator that the 45-day determination period has expired. The second notification letter shall inform the City representatives that if the Director of City Planning does not make a determination and issue a certificate of compliance, within 30 days after receipt of the second notification letter, the annual review shall be deemed concluded and Developer shall be entitled to a certificate of compliance pursuant to Section 6.5.

If the Director of City Planning initially determines that such report is inadequate in any respect, he or she shall provide written notice to that effect to Developer, and Developer may supply such additional information or evidence as may be necessary to demonstrate good faith substantial compliance with the material terms of this Agreement. Developer's written response of additional information/evidence must be submitted within 30 days of City notification. If the Director of City Planning again concludes that Developer has not demonstrated good faith substantial compliance with the material terms of this Agreement, he or she shall so notify Developer within 30 days after receipt of Developer's additional information or evidence. If the Director of City Planning does not agree with Developer's response, then he/she shall provide written notice of the commencement of the Meet and Confer/Mediation Process within 30 days

of the receipt of the response, and the dispute resolution procedures and process detailed in Article VIII will apply, commencing with Section 8.4 (Meet and Confer/Mediation Process).

6.4 Failure to Conduct Annual Review. Failure of the City to conduct an annual review shall not be an Event of Default under this Agreement by the City and shall not constitute a waiver by the City of its rights to require subsequent annual reviews pursuant to this Article VI. Failure of the City to conduct an annual review shall not cause the Developer to be in Default under this Agreement, but it does not relieve the Developer of the obligation to submit the Annual Review report as required by Section 6.2.

6.5 Certificate of Compliance. Upon Developer's written request following the annual review process described in Article VI, if the Director of City Planning (or the City Council, if applicable) finds good faith substantial compliance by Developer with the material terms of this Agreement (or the City fails to timely conduct an annual review and the Developer has complied with all submittal requirements of Section 6.2), the Director of City Planning shall issue a certificate of compliance within twenty (20) days thereafter, certifying Developer's good faith compliance with the material terms of this Agreement through the period of the applicable annual review. Such certificate of compliance shall be in recordable form and shall contain such information as may be necessary to impart constructive record notice of the finding of good faith compliance hereunder. Developer shall have the right to record the Certificate of Compliance in the Official Records of the County of Alameda.

ARTICLE VII

PERMITTED-DELAYS

FORCE MAJEURE; SUPERSEDURE BY SUBSEQUENT LAWS

7.1 Permitted-DelaysForce Majeure.—During such portion of the Term that the LDDA is in effect for any Phase, the provisions of Section 10.1 of the LDDA shall apply to such Phase. During such portion of the Term that a Ground Lease is in effect for any Phase, the provisions of Article 16 of the applicable Ground Lease shall apply to such Phase.

7.2 Supersedure By Subsequent Laws.

7.2.1 Effect of Conflicting Law. Except as prohibited by Government Code Section 65869.5 or other applicable state or federal law, to the extent any future rules, ordinances, regulations or policies applicable to development of the Project Site are inconsistent with the land use designations or permitted or conditionally permitted uses on the Project Site, density and intensity of use, rate or timing of construction, design requirements, maximum building height and size, or provisions for reservation and dedication of land or other conditions of approval or terms under the City Approvals as defined herein and as provided in this Agreement, the terms of the City Approvals and this Agreement shall prevail. As specified in Government Code Section 65869.5, if any Law enacted after the date of this Agreement prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent Feasible, be modified or suspended by City as may be necessary to comply with such new Law. Immediately after becoming aware of any such new Law, the Parties shall meet and confer in good faith to determine the Feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. At the conclusion of such meet and confer process, and to the extent Feasible in any event no later than ninety (90) days after such new Law takes effect, City shall initiate proceedings for the modification or suspension of this Agreement as may be

necessary to comply with such new Law. Such proceedings shall be initiated by public notice given in accordance with the Applicable City Regulations, and the City Council shall make the determination of whether modifications to or suspension of this Agreement is necessary to comply with such new Law. The City Council's determination shall take into account the results of the meet and confer process between the Parties, including all data and information exchanged in connection therewith. To the extent Feasible, the City Council shall make its determination hereunder within sixty (60) days after the date the proceedings hereunder are initiated.

7.2.2 Contest of New Law. Either Party shall have the right to contest the new Law preventing compliance with the terms of this Agreement, and, in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect. The City Council, in making its determination under Section 7.2.1, shall take into account the likelihood of success of any contest pending hereunder, and if the contesting Party has obtained interim relief preventing enforcement of such new Law, then the City Council shall delay consideration of action on modifications to or suspension of this Agreement pursuant to Section 7.2.1 above until such contest is concluded or such interim relief expires.

ARTICLE VIII

EVENTS OF DEFAULT; REMEDIES; ESTOPPEL CERTIFICATES

8.1 Events of Default. Subject to the provisions of this Agreement, any failure by a Party to perform any material term or provision of this Agreement shall constitute an "Event of Default," if, following the notice, meet and confer and cure processes specified below, the Party in default has not timely cured said default. Notwithstanding the foregoing to the contrary, (a) subject to the applicable limitations under the LDDA on cross-defaults between the Phases, during such portion of the Term that the LDDA is in effect for any Phase, any "Event of Default" (as defined in the LDDA) related to such Phase under the LDDA shall be deemed an Event of

Default under this Agreement, (b) subject to the applicable limitations under the Ground Leases on cross-defaults between the Ground Leases, during such portion of the Term that a Ground Lease is in effect for any Phase, any “Event of Default” (as defined in the applicable Ground Lease) related to such Phase under the applicable Ground Lease shall be deemed an Event of Default under this Agreement and (c) the provisions of Section 8.2 through 8.6, inclusive, and the notice provisions of Section 8.8 shall not apply to “Events of Default” under the LDDA or the applicable Ground Lease.

8.2 Notice of Noncompliance. If either Party determines there is noncompliance with this Agreement, said Party must provide the other Party written notice of such noncompliance, which shall specify in reasonable detail the grounds therefor and all facts demonstrating such noncompliance or failure, so the other Party may address the issues raised in the notice of noncompliance or failure on a point-by-point basis.

8.3 Response to Notice of Noncompliance. Within thirty (30) days of receipt of the notice of noncompliance, the Party receiving such notice shall respond in writing to the issues raised in the notice of noncompliance on a point-by-point basis. If the noticing Party agrees with and accepts the other Party's response, no further action shall be required. If the noticing Party does not agree with the response, then it shall provide to the other Party written notice of the commencement of the Meet and Confer/Mediation Process within thirty (30) days of the receipt of the response.

8.4 Meet and Confer/Mediation Process. Within fifteen (15) days of receipt of a meet and confer notice, the Parties shall initiate a Meet and Confer/Mediation Process pursuant to which the Parties shall meet and confer in good faith in order to determine a resolution acceptable to both Parties of the bases upon which either Party has determined that the other

Party has not demonstrated good faith substantial compliance with the material terms of this Agreement.

8.5 Hearing Before City Council to Determine Compliance.

(a) Pursuant to the Annual Review Process of Article VI, or if City determines, after the Meet and Confer/Mediation Process, that there still remain outstanding noncompliance issues, the City Council shall conduct a noticed public hearing pursuant to Section 17.138.090 of the Development Agreement Ordinance to determine the good faith substantial compliance by Developer with the material terms of this Agreement. At least ten (10) days prior to such hearing, the Director of City Planning shall provide to the City Council, Developer, and to all other interested Persons requesting the same, copies of the City Council agenda report, agenda related materials and other information concerning the Annual Review Process of Article VI and/or Developer's good faith substantial compliance with the material terms of this Agreement and the conclusions and recommendations of the Director of City Planning. The results and recommendations of the Meet and Confer/Mediation Process shall be presented to the City Council for review and consideration. At such hearing, Developer and any other interested Person shall be entitled to submit evidence, orally or in writing, and address all the issues raised in the staff report on, or with respect or germane to, the issue of Developer's good faith substantial compliance with the material terms of this Agreement.

(b) The City Council may, in its sole discretion, require an additional Meet and Confer/Mediation Process with a designated third party or mediator. The results and recommendations of said process shall be presented to the City Council for review and consideration at a duly noticed meeting.

(c) If, after receipt of any written or oral response of Developer, and/or results and recommendations from the Meet and Confer/Mediation Process, that may have occurred, and after considering all of the evidence at such public hearing, or a further public hearing, the City Council finds and determines, on the basis of substantial evidence, that Developer has not substantially complied in good faith with the material terms of this Agreement, the City Council shall specify to Developer the respects in which Developer has failed to comply, and shall also specify a reasonable time for Developer to meet the terms of compliance that shall reasonably reflect the time necessary to adequately bring Developer's performance into good faith substantial compliance with the material terms of this Agreement. If the areas of noncompliance specified by the City Council are not corrected within the time limits prescribed by the City Council hereunder, subject to the Permitted Delay provisions of Section 7.1, above, the City Council may by subsequent noticed hearing extend the time for compliance for such period as the City Council may determine (with conditions, if the City Council deems appropriate), Terminate or modify this Agreement, or take such other actions as may be specified in the Development Agreement Legislation and the Development Agreement Ordinance.

8.6 Effect of City Council Finding of Noncompliance; Rights of Developer. If the City Council determines that Developer has not substantially complied in good faith with the material terms of this Agreement pursuant to this Article VIII, and takes any of the actions specified in this Article VIII with respect to such determination of noncompliance, Developer shall have the right to contest any such determination of noncompliance by City Council pursuant to Section 8.7, below.

8.7 Remedies. Upon the occurrence of an Event of Default, each Party shall have the right, in addition to all other rights and remedies available under this Agreement, to (a) bring any

proceeding in the nature of specific performance, injunctive relief or mandamus, and/or (b) bring any action at law or in equity as may be permitted by Laws or this Agreement. Notwithstanding the foregoing, however, neither Party shall ever be liable to the other Party for any consequential or punitive damages on account of the occurrence of an Event of Default (including claims for lost profits, loss of opportunity, lost revenues, or similar consequential damage claims), and the Parties hereby waive and relinquish any claims for punitive damages on account of an Event of Default, which waiver and relinquishment the Parties acknowledge has been made after full and complete disclosure and advice regarding the consequences of such waiver and relinquishment by counsel to each Party.

8.8 Time limits; Waiver; Remedies Cumulative. Failure by a Party to insist upon the strict or timely performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. In the event a Party determines that the other Party has not complied with any applicable time limit governing performance under this Agreement by such other Party or governing the time within which such other Party must approve a matter or take an action, then the Party affected by such circumstance shall, prior to taking any other action under this Agreement or exercising any other right or remedy under this Agreement, notify such other Party of such failure of timely performance or such failure to render an approval or take an action within the required time period.

In the case of City, Developer shall send such notice to Director of City-Planning ~~[Note: Need-to-define.]~~, with copy to the head of any board or commission, the President of the City Council, or the Mayor, having responsibility for performance, approval or action, as applicable, and to the City Administrator, and City Attorney.

Any such notice shall include a provision in at least twelve point bold face type as follows:

"YOU HAVE FAILED TIMELY TO PERFORM OR RENDER AN APPROVAL OR TAKE AN ACTION REQUIRED UNDER THE AGREEMENT: [SPECIFY IN DETAIL]. YOUR FAILURE TO COMMENCE TIMELY PERFORMANCE AND COMPLETE SUCH PERFORMANCE AS REQUIRED UNDER THE AGREEMENT OR RENDER SUCH APPROVAL TO TAKE SUCH ACTION WITHIN THIRTY (30) DAYS AFTER THE DATE OF THIS NOTICE SHALL ENTITLE THE UNDERSIGNED TO TAKE ANY ACTION OR EXERCISE ANY RIGHT OR REMEDY TO WHICH IT IS ENTITLED UNDER THE AGREEMENT AS A RESULT OF THE FOREGOING CIRCUMSTANCES."

The failure of the Party receiving such notice to proceed to commence timely performance and complete the same as required, or render such approval or take such action, within such thirty (30) day period shall entitle the Party giving such notice to take any action or exercise any right or remedy available under this Agreement, subject to any additional notice, cure or other procedural provisions applicable thereto under this Agreement.

Any deadline in this Agreement that calls for action by the City Council or other body that is subject to the requirements of the Ralph M. Brown Act (Government Code Sections 54950 et seq.), City Sunshine Ordinance (Oakland Municipal Code Chapter 2.20), or other

noticing and procedural requirements, shall be automatically extended as may be reasonably necessary to comply with such requirements and with City's ordinary scheduling practices and other procedures for setting regular public meeting agendas.

No waiver by a Party of any failure of performance, including an event of default, shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such failure. No express written waiver shall affect any other action or inaction, or cover any other period of time, other than any action or inaction and/or period of time specified in such express waiver. One or more written waivers under any provision of this Agreement shall not be deemed to be a waiver of any subsequent action or inaction, and the performance of the same or any other term or provision contained in this Agreement.

Nothing in this Agreement shall limit or waive any other right or remedy available to a Party to seek injunctive relief or other expedited judicial and/or administrative relief to prevent irreparable harm.

8.9 Effect of Court Action. If any court action or proceeding is brought within the applicable statute of limitations by any third Person to challenge the City Council's approval of (a) this Agreement or any portion thereof, or (b) any Project approval concurrently adopted with this Agreement, then (i) Developer shall have the right to Terminate this Agreement upon thirty (30) days' notice in writing to City, given at any time during the pendency of such action or proceeding, or within ninety (90) days after the final determination therein (including any appeals), irrespective of the nature of such final determination, and (ii) any such action shall constitute a permitted delay under Article VII.

8.10 Estoppel Certificate. Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such other Party to certify in writing that: (a) this Agreement is in full force and effect and a binding obligation of the Parties, (b) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments, and identifying any administrative implementation memoranda entered into by the Parties, and (c) to the knowledge of such other Party, neither Party has committed an event of default under this Agreement, or if an event of default has to such other Party's knowledge occurred, to describe the nature of any such event of default. A Party receiving a request hereunder shall execute and return such certificate within ~~thirty (30)~~forty five (45) days following the receipt thereof, and if a Party fails so to do within such ~~30~~45-day period, the requesting Party may submit a second request and if a Party fails to execute and return such certificate within thirty (30) days after the receipt of the second request, the information in the requesting Party's notice shall conclusively be deemed true and correct in all respects. The Director of City Planning, as to City, shall execute certificates requested by Developer hereunder. Each Party acknowledges that a certificate hereunder may be relied upon by Transferees and Mortgagees. No Party shall, however, be liable to the requesting Party, or third Person requesting or receiving a certificate hereunder, on account of any information therein contained, notwithstanding the omission for any reason to disclose correct and/or relevant information, but such Party shall be estopped with respect to the requesting Party, or such third Person, from asserting any right or obligation, or utilizing any defense, which contravenes or is contrary to any such information.

8.11 Special Cure Provisions. During such portion of the Term that a Ground Lease is in effect for any Phase, the provisions of Section 18.3 of the applicable Ground Lease shall apply to such Phase.

ARTICLE IX

MORTGAGES/MORTGAGEE PROTECTION

9.1 Mortgages/Mortgagee Protection. During such portion of the Term that a Ground Lease is in effect for any Phase, the provisions of Article 34 (“Mortgages”) and Section 18.2 (“Special Provisions Concerning Mortgages and Events of Default”) of the applicable Ground Lease govern and shall apply to all Mortgages with respect to such Phase.

ARTICLE X

TRANSFERS AND ASSIGNMENTS

10.1 Transfer/Assignment; Release. During such portion of the Term that the LDDA is in effect for any Phase, (a) Developer shall not be entitled to Transfer all or any portion of its rights or obligations under this Agreement related to such Phase separate or apart from a Transfer that is permitted pursuant to the LDDA and (b) if Developer makes a permitted Transfer of all or any portion of its rights or obligations under the LDDA with respect to any Phase, Developer’s rights and obligations under this Agreement related to such Phase with respect to such Phase shall automatically transfer to the Transferee under the LDDA. During such portion of the Term that a Ground Lease is in effect for any Phase, (y) Developer shall not be entitled to Transfer all or any portion of its rights or obligations under this Agreement related to such Phase separate or apart from a Transfer that is permitted pursuant to the applicable Ground Lease and (z) if Developer makes a permitted Transfer all or any portion of its rights or obligations under the applicable Ground Lease with respect to any portion of the Project Site, Developer’s rights and obligations under this Agreement with respect to such portion of the Project Site shall

automatically transfer to the Transferee under the applicable Ground Lease (other than such a Transferee that is a subtenant under such Ground Lease). In either event, no such Transfer shall release or relieve Developer from any of its obligations under this Agreement unless, and only to the extent, expressly set forth in the documentation for such Transfer under, as applicable, the LDDA or the applicable Ground Lease.

10.2 Effect of Transfer; No Cross Default. A Transferee shall become a Party to this Agreement only with respect to the interest Transferred to it under the Transfer and then only to the extent set forth in Section 10.1 above. Subject to the preceding sentence, from and after the effective date of the Transfer, (a) an Event of Default by the Developer under this Agreement shall have no effect on the Transferee's rights and obligations under this Agreement; (b) an Event of Default with respect to any Transferee shall have no effect on the Developer's rights and obligations under this Agreement; and (c) an Event of Default by a Transferee under this Agreement shall have no effect on the rights and obligations of any other Transferee under this Agreement.

ARTICLE XI

AMENDMENT AND TERMINATION

11.1 Amendment or Cancellation. Except as expressly provided in this Agreement, this Agreement may be Terminated, modified or amended only by the consent of the Parties made in writing, and then only in the manner provided for in Section 17.138.080 of the Development Agreement Ordinance. Neither this Agreement nor any term, covenant, condition or provision herein contained shall be subject to initiative or referendum after the Effective Date.

11.2 Certain Actions Not an Amendment. Notwithstanding the provisions of Section 11.1 above, a minor modification to this Agreement may be approved by mutual agreement of

City and Developer and shall not require a noticed public hearing or any action by the Planning Commission or City Council before the Parties execute such modification, but shall require the giving of notice pursuant to Section 65867 of the Development Agreement Legislation as specified by Section 65868 thereof. For purposes hereof, "minor modification" shall be determined as set forth in Section 10.12 of the LDDA.

Upon the expiration of such notice period, any such matter shall automatically be deemed incorporated into the Project and vested under this Agreement. The granting or amendment of a Project Approval or Subsequent Approval shall not require notice under Section 65867 and shall not be considered an amendment to this Agreement. Instead, any such matter automatically shall be deemed to be incorporated into the Project and vested under this Agreement.

ARTICLE XII

NOTICES

12.1 Procedure. Subject to the provisions of Section 8.8, all formal notices to a Party shall be in writing and given by delivering the same to such Party in person or by sending the same by registered or certified mail, or Express Mail, return receipt requested, with postage prepaid, or by overnight courier delivery, to such Party's mailing address. A Party may provide courtesy notice via electronic mail or facsimile, which notice shall not be deemed official notice under this Agreement. The respective mailing addresses of the Parties are, until changed as hereinafter provided, the following:

City: . City of Oakland
250 Frank H. Ogawa Plaza, Suite 3315
Oakland, California 94612
Attention: Rachel Flynn, Director of Planning and Building
Email: rflynn@oaklandnet.com

Oakland City Attorney's Office

One Frank H. Ogawa Plaza, 6th Floor
Oakland, California 94162
Attention: Mark Wald
Email: mwald@oaklandcityattomey.org

Developer: Prologis CCIG Oakland Global, LLC
Pier 1, Bay 1
San Francisco, CA 94111
Attn: Mr. Mark Hansen
Email: mhansen@prologis.com

With a copies to:

Prologis CCIG Oakland Global, LLC
c/o California Capital & Investments, Inc.
The Rotunda Building
300 Frank Ogawa Plaza, Suite 340
Oakland, CA 94612
Attn: Mr. Phil Tagami
Email: tagami@califomiagroup.com

Prologis, Inc.
4545 Airport Way
Denver, CO 80239
Attn: General Counsel
Facsimile: (303) 567-5761

Stice & Block, LLP
2201 Broadway, Suite 604
Oakland, CA 94612
Attention: Marc Stice, Esq.
Email: mstice@sticeblock.com

Notices and communications with respect to technical matters in the routine performance and administration of this Agreement shall be given by or to the appropriate representative of a Party by such means as may be appropriate to ensure adequate communication of the information, including written confirmation of such communication where necessary or appropriate. All formal notices under this Agreement shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed or sent by courier, on the delivery date or attempted delivery date shown on the return receipt or courier records. Any notice which a Party

desires to be a formal notice hereunder and binding as such on the other Party must be given in writing and served in accordance with this Section 12.1.

12.2 Change of Notice Address. A Party may change its mailing address at any time by giving formal written notice of such change to the other Party in the manner provided in Section 12.1 at least ten (10) days' prior to the date such change is effected

ARTICLE XIII

COVENANTS RUNNING WITH THE LAND

13.1 Covenants Running With The Land. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other Persons that acquire a legal or equitable interest of Developer in the Project Site, or any portion thereof, or any interest therein, or any improvement thereon, whether by operation of Laws or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and permitted assigns as Transferees, as covenants running with the land pursuant to Section 65868.5 of the Development Agreement Legislation. This Agreement and the covenants as set forth herein shall run in favor of City without regard to whether City has been, remains or is an owner of any land or interest in the Project Site.

13.2 Successors to City. For purposes of this Article XIII, "City" includes any successor public agency to which land use authority over the Project may be transferred, which public agency shall, as part of such Transfer, by written instrument satisfactory to City and Developer, expressly (a) assume all of City's rights, duties and obligations under this Agreement;

and (b) release and Indemnify City from all obligations, claims, liability or other Losses under this Agreement.

ARTICLE XIV

MISCELLANEOUS

14.1 Negation of Partnership. The Parties specifically acknowledge that the Project is a private development, that neither Party is acting as the Agent of the others in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the businesses of Developer, the affairs of City, or otherwise, or cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended and shall not be construed to create any third party beneficiary rights in any Person who is not a Party or a Transferee; and nothing in this Agreement shall limit or waive any rights Developer may have or acquire against any third Person with respect to the terms, covenants or conditions of this Agreement.

14.2 Approvals. Unless otherwise provided in this Agreement or, if applicable, the LDDA or any applicable Ground Lease, whenever approval, consent, satisfaction, or decision (herein collectively referred to as an "Approval"), is required of a Party pursuant to this Agreement, it shall not be unreasonably withheld or delayed. If a Party shall disapprove, the reasons therefore shall be stated in reasonable detail in writing. Approval by a Party to or of any act or request by the other Party shall not be deemed to waive or render unnecessary approval to or of any similar or subsequent acts or requests. Whenever, under this Agreement, the term "Approve" (or any grammatical variant thereof, such as "Approved" or "Approval") is used in

connection with the right, power or duty of City, or any representative board, commission, committee or official of City, to act in connection with any City approval, such term shall only include the right to approve, conditionally approve, or disapprove in accordance with the applicable terms, standards and conditions of this Agreement.

14.3 Not a Public Dedication. Except for Exactions made in accordance with this Agreement, and then only when made to the extent so required, nothing herein contained shall be deemed to be a gift or dedication of the Project, or portion thereof, to the general public, for the general public, or for any public use or purpose whatsoever, it being the intention and understanding of the Parties that this Agreement be strictly limited to and for the purposes herein expressed for the development of the Project as private property.

14.4 Severability. If any phrase, clause, section, subsection, paragraph, subdivision, sentence, term or provision of this Agreement, or its application to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situations shall remain in full force and effect.

Notwithstanding the foregoing, if any material term or provision of this Agreement or the application of such material term or condition to a particular situation is finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then the Parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

14.5 Exhibits. The exhibits listed below, to which reference is made herein, are deemed incorporated into this Agreement in their entirety by reference thereto:

- Exhibit A: Project Site
- Exhibit B: City Approvals
- Exhibit C: Allocation of SCA/MMRP's
- Exhibit D: Project Conceptual Site Plan and Development Program

14.6 Entire Agreement. This written Agreement and the exhibits hereto contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior correspondence, memoranda, agreements, warranties or representations are superseded in total by this Agreement and exhibits hereto, and such administrative implementation memoranda. Neither the conduct or actions of the Parties, nor the course of dealing or other custom or practice between the Parties, shall constitute a waiver or modification of any Term or provision of this Agreement; and this Agreement may be modified or amended only in the manner specified in this Agreement.

14.7 Construction of Agreement. All of the provisions of this Agreement have been negotiated at arms-length between the Parties and after advice by counsel, who have reviewed this Agreement, and other representatives chosen by each Party, and the Parties are fully informed with respect thereto. Therefore, this Agreement shall not be construed for or against either Party by reason of the authorship or alleged authorship of any provisions hereof, or by reason of the status of either Party. The provisions of this Agreement and the exhibits hereto shall be construed as a whole according to their common meaning and not strictly for or against any Party and consistent with the provisions hereof, in order to achieve the objectives and purpose of the Parties hereunder. The captions preceding the text of each article, section and the table of contents hereof are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement.

14.8 Mitigation of Damages. In all situations arising out of this Agreement, each Party shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.

Each Party shall take all necessary measures to effectuate the provisions of this Agreement. Such actions shall include, but not be limited to, good faith and active participation in any meet and confer and cure process.

14.9 Further Assurances; Covenant to Sign Documents. Each Party shall take all actions and do all things, and execute, with acknowledgment or affidavit if required, any and all documents and writings, which may be necessary or proper to achieve the purposes and objectives of this Agreement.

14.10 Covenant of Good Faith and Fair Dealing. Neither Party shall do anything which shall have the effect of harming or injuring the right of the other Party to receive the benefits of this Agreement; each Party shall refrain from doing anything which would render its performance under this Agreement impossible; and each Party shall do everything which this Agreement contemplates that such Party shall do in order to accomplish the objectives and purposes of this Agreement. The Parties intend by this Agreement to set forth their entire understanding with respect to the terms, covenants, conditions and standards for the development, use and occupancy of the Project and by which the performance of the rights, duties and obligations of the Parties hereunder shall be measured or judged.

14.11 Governing Law. This Agreement, and the rights and obligations of the Parties, shall be governed by and interpreted in accordance with the Laws of the State of California.

14.12 References; Terminology. Unless otherwise specified, whenever in this Agreement, reference is made to the table of contents, any article or section, or any defined term, such reference shall be deemed to refer to the table of contents, article or section or defined term of this Agreement. The use in this Agreement of the words "including," "such as" or words of similar import, when following any general term, statement or matter, shall not be construed to

limit such statement, term or matter to specific items or matters, whether or not language of nonlimitation, such as "without limitation" or "but not limited to," or words of similar import, are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter.

14.13 Irregularity in Proceeding. No action, inaction or recommendation by a Party pursuant to this Agreement, or of City in connection with a City approval, shall be held void or invalid, or be set aside by a court on the grounds of improper admission or rejection of evidence, or by reason of any error, irregularity, informality, neglect or omission (collectively, an "Error") as to any matter pertaining to petition, application, notice, finding, record, hearing, report, recommendation or any matters of procedure whatsoever, unless after an examination of the entire record with respect to such error, including the evidence, the court finds that the Error complained of was prejudicial, and that by reason of the Error, the complaining Party, or third Person, sustained and suffered substantial injury, and that a different result would have been probable if the Error had not occurred or existed. No presumption shall arise that an Error is prejudicial, or that injury resulted from an Error, solely as a result of a showing that Error occurred.

14.14 Judicial Proceeding to Challenge Termination. Any challenge made by Developer to City's termination, modification, or amendment of this Agreement pursuant to a right so to do granted by this Agreement, shall be subject to review in the Superior Court of the County of Alameda and solely pursuant to California Code of Civil Procedure Section 1094.5(c).

14.15 Conflicts of Interest. Developer shall use all diligent efforts to ensure that no member, officer, employee, or consultant of City who participates in any way in the Project or in the making of this Agreement, or a member of such Person's immediate family, shall have any

personal financial interest in the Project or this Agreement or receive any personal financial benefit from the Project. Developer warrants that it has not paid or given, and will not pay or give, to any third Person any money or other consideration in exchange for obtaining this Agreement. Not in limitation of any other indemnity obligation or Developer, Developer shall Indemnify City from any claims for real estate commissions or brokerage fees, finders or any other fees in connection with this Agreement.

14.16 Nonliability. No member, official, employee, agent, or member of any board or commission of City shall be personally liable to Developer, or any Transferee, in the event of any Event of Default committed by City or for any amount that may become due to Developer or a Transferee under the terms of this Agreement.

14.17 Developer's Warranties. Developer represents and warrants that it: (i) has access to professional advice and support to the extent necessary to enable Developer to fully comply with the terms of this Agreement and otherwise carry out the Project, (ii) is duly organized and validly existing under the Laws of the State of California, and (iii) has the full power and authority to undertake the Project; and (iv) that the Persons executing and delivering this Agreement are authorized to execute and deliver this Agreement on behalf of Developer.

14.18 Exercise of Police Power. The Parties acknowledge that City has exercised its police power in the interest of the Parties, the citizens of City and the general public, by enacting this Agreement as its legislative act, and that full implementation of this Agreement will confer substantial benefits to the citizens of City and the general public.

=====14.19 Intentionally Omitted.

14.20 City of Oakland Campaign Contribution Limits. Developer has dated and executed and delivered to City an acknowledgement of campaign contributions limits form as required by Chapter 3.12 of the Oakland Municipal Code.

14.21 Disabled Access. Developer shall construct the Project in compliance with all applicable federal, state, and local requirements for access for disabled Persons.

14.22 City Subject to Brown Act and Sunshine Ordinance Requirements. Developer acknowledges that all City Council and Planning Commission actions are subject to the requirements of the provisions of the Sunshine Ordinance (Oakland Municipal Code Chapter 2.20) and the Ralph M. Brown Act (Government Code Sections 54950, et seq.), and the published agenda of the City Council and Planning Commission and regular procedures applicable thereto. City shall cause all City Council and Planning Commission actions to conform to the foregoing requirements and Developer shall take no action which would violate the foregoing requirements.

14.23 Signature Pages. This Agreement may be executed in counterparts, and in facsimile and/or electronic form, and all so executed, shall constitute one Agreement that shall be binding upon all Parties hereto, notwithstanding that the signatures of all Parties' designated representatives do not appear on the same page.

14.24 No Third Party Beneficiary. Nothing in this Agreement shall confer any rights in favor of any third party or third parties.

14.25 Time. Time is of the essence of this Agreement and of each and every term and condition hereof

14.26 Recitals True and Correct. The Parties acknowledge and agree that the Recitals are true and correct and are an integral part of this Agreement.

14.27 Conflict with LDDA or Ground Lease: Notwithstanding any provision in this Agreement to the contrary, with the exception of Section 3.8.4(b) which is intended to control, (a) except as otherwise expressly set forth in the LDDA, in the event of any conflict between any provision of this Agreement and any provision of the LDDA, the provision of the LDDA shall govern and control; and (b) except as otherwise expressly set forth in the Ground Lease, in the event of any conflict between any provision of this Agreement and any provision of any applicable Ground Lease, the provision of the applicable Ground Lease shall govern and control.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

AUTHORIZED SIGNATURE OF CITY:

CITY OF OAKLAND, a California charter city

By: _____

Its: _____

APPROVED AS TO FORM AND LEGALITY:

By: _____

Its City Attorney

AUTHORIZED SIGNATURE OF DEVELOPER:

PROLOGIS CCIG OAKLAND GLOBAL,
a California Delaware limited liability company,

By: _____

Name: _____

Title: Authorized Individual

EXHIBITS

~~[Note: Complete Exhibits]~~

EXHIBIT A

Project Site

[See attached]

EXHIBIT B

City Approvals

1. The 2002 Oakland Army Base Redevelopment Plan Environmental Impact Report and the 2012 OARB Initial Study/Addendum ("EIR");
2. The Oakland Army Base Redevelopment Plan (as amended prior to the Adoption Date);
3. The Oakland Army Base Reuse Plan (as amended prior to the Adoption Date);
4. The LDDA;
5. The Gateway Industrial zoning district (Ordinance _____ C.M.S.); and
6. The Gateway Industrial Design Standards (Resolution _____ C.M.S).

True and correct copies of the above-mentioned City Approvals shall be included in the binders prepared by the City pursuant to Section 3.4.3.

EXHIBIT C

Allocation of SCA/MMRPs

[See attached]

EXHIBIT DC

**Standard Conditions Of Approval/Mitigation Monitoring and Reporting Program
City/Developer Allocation of Responsibility/Cost**

Standard Conditions of Approval/Mitigation Measures ¹	Responsibility/Cost
Aesthetics, Wind and Shadows	
SCA-AES-1: Lighting Plan	City Developer
Mitigation 4.11-1: Lighting Design.	City Developer
Mitigation 4.11-3: Active and passive solar systems.	Developer
Mitigation 4.11-4: New construction within the Gateway development area adjacent to parcels containing permitted or existing active or passive solar systems.	Developer
Mitigation 4.11-5: Design of new, permanent buildings constructed along the Port/Gateway boundary to minimize conflicts over solar access.	Developer
Mitigation 4.11-6: Design of new construction adjacent to a public park or open space.	Developer
Air Quality	
SCA AIR-2: Construction-Related Air Pollution Controls (Dust and Equipment Emissions).	City Developer
Mitigation 4.4-4: Truck diesel emission reduction program.	Developer
Mitigation Measure 4.4-5: Transportation Control Measures (TCMs).	Developer
SCA AIR-1: Construction Management Plan.	City Developer
Mitigation 4.4-5: Title 24 compliance re new construction.	Developer
Mitigation Measure S.4-1: Emission reduction demonstration projects that promote technological advances in improving air quality.	City Developer
SCA AIR-3: Exposure to Air Pollution (Toxic Air Contaminants: Particulate Matter) indoor/Outdoor.	City Developer

¹ Standard Conditions of Approval/Mitigation Measures listed herein reference the 2012 OARB Project (Final and Corrected) SCA/MMRP 10-15-2012.

² In general and unless otherwise agreed in writing among the parties, where both the City and Developer are identified as being responsible for implementation of an SCA/MMRP, the City shall be responsible through implementation of horizontal construction and the Developer shall be responsible through completion of the vertical construction and/or during operation of the project post-construction.

EXHIBIT DC

Standard Conditions Of Approval/Mitigation Monitoring and Reporting Program
City/Developer Allocation of Responsibility/Cost

Biological Resources	
SCA BIO-1: Tree removal during breeding season.	City Developer
SCA BIO-5: Regulatory permits and authorizations for construction in or near the water.	City Developer
Mitigation Measure 4.12-5: Qualified observer for in-water construction activities near potential herring spawning areas between December 1 and March 1.	City Developer
Mitigation Measure 4.12-6: Redirection of construction if spawning is observed.	City Developer
Modified Mitigation Measure 4.12-11: For Berths 7 and 8 (Wharves 6½ and 7), development and implementation of carrier ballast water education program.	Developer
Modified Mitigation Measure 4.12-12: For Berths 7 and 8 (Wharves 5½ and 7), support international and U.S. efforts to adopt uniform international or national standards to avoid introduction of exotic species through shipping activities.	Developer
Mitigation Measure 3.4-1a: Landscape Plan. Mitigation Measure 3.4-1b: Lighting Plan with raptor deterrents as required.	Developer
SCA BIO-2: Tree Removal Permit.	City Developer
SCA BIO-3: Tree Replacement Plantings.	City Developer
SCA BIO-4: Tree Protection During Construction.	City Developer
Cultural Resources	
SCA CULT-4: Compliance with Policy 3.7 of the Historic Preservation Element (Property Relocation Rather than Demolition).	City Developer
Mitigation Measure 4.6-2: Commemoration site, including preparation of a Master Plan for such a site, at a public place located within the Gateway development area.	Developer
Mitigation Measure 4.6-3: Public access to commemoration site.	Developer
Mitigation Measure 4.6-5: Military history web site.	Developer
Mitigation Measure 4.6-7: Distribution of copies of "A Job Well Done" documentary video published by the Army.	Developer
Mitigation Measure 4.6-9: Salvage as whole timber posts, beams, trusses and siding of warehouses to be deconstructed.	City
Mitigation Measure 4.6-10: Brochure describing history and architectural history of the OARB.	Developer
Modified Mitigation Measure 4.6-14: Limits on demolition or deconstruction of contributing structures to the OARB Historic District.	City Developer
SCA CULT-1: Archaeological Resources.	City Developer

EXHIBIT DC

Standard Conditions Of Approval/Mitigation Monitoring and Reporting Program
City/Developer Allocation of Responsibility/Cost

SCA CULT-2: Human Remains.	City Developer
SCA CULT-3: Paleontological Resources.	City Developer
Geology and Soils	
SCA GEO-2: Soils Reports.	City Developer
SCA-GEO-3: Geotechnical Reports.	City Developer
Mitigation 4.13-1: Conformance with IBC, soil investigation and construction requirements established in the Oakland General Plan, the Bay Conservation and Development Commission Safety of Fill Policy, and wharf design criteria established by the Port or City of Oakland (depending on the location of the wharf).	City Developer
Mitigation 4.13-2: Conformance with site-specific geotechnical evaluation.	City Developer
SCA GEO-1: Erosion and Sedimentation Control Plan.	City Developer
Mitigation 4.13-4: Review of available building and environmental records.	City Developer
Mitigation 4.13-5: Due diligence regarding underground utilities and facilities.	City Developer
Greenhouse Gas	
SCA GCC-1: Greenhouse Gas (GHG) Reduction Plan.	Developer
Hazards and Hazardous Materials ³	
SCA HAZ-1: Best Management Practices for Soil and Groundwater Hazards.	City Developer
SCA HAZ-2: Hazards Best Management Practices.	City Developer
SCA HAZ-3: Hazardous Materials Business Plan.	City Developer
SCA HAZ-4: Asbestos Removal in Structures.	City
SCA HAZ-5: Lead-Based Paint/Coatings, Asbestos, or PCB Occurrence Assessment.	City
SCA HAZ-6: Lead-Based Paint Remediation.	City
SCA HAZ-7: Other Materials Classified as Hazardous Waste.	City Developer
SCA HAZ-8: Health and Safety Plan per Assessment.	City

³ The parties' allocation of environmental obligations may be more specifically addressed in other written agreements, which are controlling.

EXHIBIT DC

Standard Conditions Of Approval/Mitigation Monitoring and Reporting Program
City/Developer Allocation of Responsibility/Cost

	Developer
Mitigation 4.7-3: Implement RAP/RMP.	City Developer
Mitigation 4.7-4: For the project areas not covered by the DTSC-approved RAP/RMP, investigate potentially contaminated sites.	City Developer
Mitigation 4.7-5: For the project areas not covered by the DTSC-approved RAP/RMP, remediate soil and groundwater contamination consistent with the City of Oakland ULR Program.	City Developer
Mitigation 4.7-6: LBP sampling prior to demolition.	City
Mitigation 4.7-7: ACM sampling prior to demolition.	City
Mitigation 4.7-8: PCB sampling prior to demolition.	City
Mitigation 4.7-9: Implement RAP/RMP for above-ground and underground storage tanks.	City Developer
Mitigation 4.7-11: Sampling and management of LBP-impacted soil, ground area.	City Developer
Mitigation 4.7-12: Annual ACM assessment.	Developer
Mitigation 4.7-13: Use consistent with Reuse Plan.	Developer
Mitigation 4.7-16: Investigation of oil-filled electrical equipment.	City Developer
Mitigation 4.7-17: Disposal of PCB-containing equipment.	City Developer
Hydrology and Water Quality	
SCA HYD-1: Stormwater Pollution Prevention Plan (SWPPP).	City Developer
Mitigation 4.15-1: Prior to in-water construction, water quality protection plan.	City Developer
Mitigation 4.15-2: Comply with permit conditions from the Corps, RWQCB and BCDC	City Developer
Mitigation 3.9-1: Coordinate and consult with EBMUO and if necessary construct storm drain improvements resulting from increased elevation in the North Gateway area.	City
SCA HYD-2: Post-Construction Stormwater Management Plan.	City Developer
SCA HYD-3: Maintenance Agreement for Stormwater Treatment Measures.	City Developer
SCA HYD-4: Stormwater and Sewer Improvements and Maintenance.	City Developer
Mitigation 4.15-5: Post-construction controls of stormwater shall be incorporated into the design of new redevelopment elements to reduce pollutant loads.	City Developer

EXHIBIT DC

Standard Conditions Of Approval/Mitigation Monitoring and Reporting Program
City/Developer Allocation of Responsibility/Cost

Mitigation 4.14-1: Prohibition on installation of groundwater extraction wells into the shallow water-bearing zone or Merritt Sand aquifer for any purpose other than construction de-watering and remediation.	City Developer
Mitigation 4.14-2: Minimize extraction of groundwater for construction de-watering or remediation.	City Developer
Mitigation 4.15-6: Site-specific design and best management practices shall be implemented to prevent runoff of recycled water to receiving waters.	City Developer
Recommended Measure: Prepare a Sea Level Rise Adaptation Plan for City of Oakland for review and approval.	City Developer
Noise	
SCA NOI-1: Days/Hours of Construction Operation.	City Developer
SCA NOI-2: Noise Control.	City Developer
SCA NOI-3: Noise Complaint Procedures.	City Developer
SCA NOI-6: Pile Driving and Other Extreme Noise Generators.	City Developer
SCA NOI-4: Interior Noise.	City Developer
SCA NOI-5: Operational Noise-General.	City Developer
Public Utilities	
SCA PSU-1: Underground Utilities.	City
SCA PSU-2: Fire Safety Phasing Plan.	City Developer
Mitigation 4.9-1: Increased firefighting and medical emergency response services via fireboat to serve the CIARB sub-district.	Developer
Mitigation 4.9-2: Work with OES to ensure changes in local area circulation are reflected in the revised Response Concept.	Developer
Mitigation 4.9-3: Requirement to notify OES of plans in advance of construction or remediation activities.	City Developer
Traffic and Transportation	
Mitigation Measure 3.16-1: 7th Street & I-880 Northbound Off-Ramp (#12) ⁴ .	City To-Be Determined
Mitigation Measure 3.16-2: San Pablo Ave & Ashby Avenue (#42)	To-Be

⁴ The numbers appearing after the location of the intersection listed refer to Figure 3.16-1 in the IS/Addendum that illustrates the study intersections.

EXHIBIT D

Standard Conditions Of Approval/Mitigation Monitoring and Reporting Program
City/Developer Allocation of Responsibility/Cost

	Determined City
Mitigation Measure 3.16-3: 7 th Street & Harrison Street (#15).	To-Be-Determined City
Mitigation Measure 3.16-4: 12 th Street & Castro Street (#29). Submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval.	To-Be-Determined City
SCA TRANS-1: Parking and Transportation Demand Management.	City Developer
Mitigation 4.3-5: Design of roadways, bicycle and pedestrian facilities, parking lots, and other transportation features.	City Developer
Mitigation 4.3-7: Truck management plan.	Developer
Mitigation 4.3-8: Emergency service program and emergency evacuation plan using waterborne vessels.	Developer
<u>With regard to Maritime Street between 7th Street and West Grand Avenue:</u> Mitigation Measure 3.16-5: Shoulder with a minimum width of 8 feet on the west side of Maritime Street. Mitigation Measure 3.16-6: 9-foot wide area along the entire west side of Maritime Street. Mitigation Measure 3.16-7: 18-foot wide area along the entire east side of Maritime Street.	City
<u>With regard to North Maritime (formerly Wake Avenue):</u> Mitigation Measure 3.16-5: 2 travel lanes in each direction.	City
<u>With regard to Burma Road between Maritime Street and West Oakland (Burma East):</u> Mitigation Measure 3.16-9: 9-foot wide area along the entire north side of Burma Street.	City
Mitigation Measure 3.16-10: 7-foot wide area along the entire south side of Burma Street.	City
<u>With regard to Burma Road between Maritime Street and Railroad Tracks (Burma West):</u> Mitigation Measure 3.16-11: 9-foot wide area along the entire south side of Burma Street. Mitigation Measure 3.16-12: 20-foot wide area along the entire north side of Burma Street.	City
<u>With regard to Burma Road between Railroad Tracks and Gateway Park (Burma Far West):</u> Mitigation Measure 3.16-13: 8-foot wide area along the entire south side of Burma Street.	City
Mitigation Measure 3.16-14: Shoulder along the entire north side of Burma Street.	City
<u>With regard to Emergency Access:</u> Mitigation Measure 3.16-15a: Emergency response plan for the 2012 Army Base Project addressing emergency ingress/egress. Mitigation Measure 3.16-15b: Include West Burma Road turn-outs and turn-arounds at the appropriate locations and dimensions as required by the Fire Department.	City Developer
SCA TRANS-3: Railroad Crossings.	City Developer
Mitigation Measure 3.16-16: Engineers Road, crosswalk just west of the rail crossing on West Burma Road, "KEEP CLEAR," rail crossing angles.	City
Mitigation 4.3-9: Conformance with City of Oakland or Port development standards with facilities that support transportation alternatives to the single-occupant automobile.	City Developer
SCA TRANS-2: Construction Traffic and Parking.	City Developer

EXHIBIT DC

Standard Conditions Of Approval/Mitigation Monitoring and Reporting Program
City/Developer Allocation of Responsibility/Cost

Mitigation 4.3-13: Traffic Control Plan (TCP).	City Developer
Mitigation Measure 3.16-17: West Grand Avenue & I-550 Frontage Road (#2).	City
Mitigation Measure 3.16-18: San Pablo Ave & Ashby Ave (#42).	City
Mitigation Measure 3.16-19: West Grand Avenue & Maritime Street (#1).	City
Mitigation Measure 3.16-20: 7th Street & Union Street (#15).	City
Mitigation Measure 3.16-21: West Grand Avenue & Northgate Avenue (#8).	City
Mitigation Measure 3.16-22: 5th Street & Union Street / I-880 North Ramps (#21).	City
Mitigation Measure 3.16-23: MacArthur Boulevard & Market Street (#33).	City
Mitigation Measure 3.16-24: West Grand Avenue & I-880 Frontage Road (#2).	City
Mitigation Measure 3.16-25: West Grand Avenue & Adeline Street (#4).	City
Mitigation Measure 3.16-26: West Grand Avenue & Market Street (#5).	City
Mitigation Measure 3.16-27: West Grand Avenue & San Pablo Avenue (#6).	City
Mitigation Measure 3.16-28: West Grand Avenue & Harrison Street (#9).	City
Mitigation Measure 3.16-29: 7th Street & Harrison Street (#15).	City
Mitigation Measure 3.16-30: 6th Street & Jackson Street (#20).	City
Mitigation Measure 3.16-31: 12th Street & Brush Street (#28).	City
Mitigation Measure 3.16-32: Powell Street & Hollis Street (#37).	City
Mitigation Measure 3.16-33: Powell Street/Stanford Avenue & San Pablo Avenue (#38).	City
Recommended Measures (Project and Cumulative): W. Grand Avenue & Maritime Street (#1) 7 th Street & Maritime Street (#10) 7 th Street & I-880 northbound off-ramp (#12)	City To Be Determined

EXHIBIT DC

Standard Conditions Of Approval/Mitigation Monitoring and Reporting Program
City/Developer Allocation of Responsibility/Cost

Underground Utilities	
SCA UTL-3: Underground Utilities.	City
SCA UTL-5: Improvements in the Public Right-of Way (Specific).	City
SCA UTL-6: Payment for Public Improvements.	City
Mitigation 4.9-4: Individual actions with landscaping requirements of one or more acres.	City Developer
Mitigation 4.9-5: Dual plumbing.	Developer
Mitigation 4.9-6: Use of recycled water.	City Developer
SCA UTL-1a, UTL-1b: Compliance with the Green Building Ordinance, OMC Chapter 18.02.	City Developer
SCA UTL-2: Waste Reduction and Recycling.	City Developer
Mitigation: 4.9-7: Deconstruction program.	City
Mitigation 4.9-8: Concrete and asphalt removed during demolition/construction.	City

EXHIBIT D-1

PROJECT CONCEPTUAL SITE PLAN

[See attached]

Exhibit D-2

Project Development Program

A. East Gateway: (The development of the following shall be subject to the provisions of the applicable Ground Lease.)

1. Trade & Logistics Uses: Up to 442,560 square feet (at any permissible FAR) of trade and logistics facilities (warehouse, distribution and related facilities), including, but not limited to, general purpose warehouses, cold and refrigerated storage, container freight stations, deconsolidation facilities, truck terminals, and regional distribution centers (collectively, "EGW Trade & Logistics Uses").

2. Ancillary Uses: Developer also may develop and operate, as uses that are ancillary and related to the EGW Trade & Logistics Uses, trailer and container cargo storage and movement, chassis pools, open storage and open truck parking, and other ancillary uses ("EGW Ancillary Uses").

3. Conditional Uses: Trailer and container cargo storage and movement, chassis pools, open storage and open truck parking (collectively, "EGW Conditional Uses"); provided, however, that EGW Conditional Uses may only be developed and operated independent of EGW Trade & Logistics Uses on the continuing condition that, and for so long as, Developer is in compliance with its obligations under the applicable Ground Lease.

4. Support Improvements. Private circulation, utility and rail spur improvements consistent with the Master Plan and ancillary and supplemental to the Public Improvements constructed by the City (collectively, "EGW Support Improvements").

B. Central Gateway: (The development of the following shall be subject to the provisions of the applicable Ground Lease.)

1. Trade & Logistics Uses: Up to 500,210 square feet (at any permissible FAR) of trade and logistics facilities (warehouse, distribution and related facilities), including, but not limited to, general purpose warehouses, cold and refrigerated storage, container freight stations, deconsolidation facilities, truck terminals, and regional distribution centers (collectively, "CGW Trade & Logistics Uses").

2. Ancillary Uses: Developer also may develop and operate, as uses that are ancillary and related to the CGW Trade & Logistics Uses, trailer and container cargo storage and movement, chassis pools, open storage and open truck parking, and other ancillary uses ("CGW Ancillary Uses").

3. Conditional Uses: Trailer and container cargo storage and movement, chassis pools, open storage and open truck parking (collectively, "CGW Conditional Uses"): provided, however, that CGW Conditional Uses may only be developed and operated independent of CGW Trade & Logistics Uses on the continuing condition that, and for so long as, Developer is in compliance with its obligations under the applicable Ground Lease).

4. Support Improvements. Private circulation, utility and rail spur improvements consistent with the Master Plan and ancillary and supplemental to the Public Improvements constructed by the City (collectively, "CGW Support Improvements").

C. West Gateway: (The development of the following shall be subject to the provisions of the applicable Ground Lease.)

1. Bulk Oversized Terminal: A ship-to-rail terminal designed for the export of non-containerized bulk goods and import of oversized or overweight cargo ("Bulk Oversized Terminal").

2. Railroad Improvements: Railroad tracks and related equipment necessary to adequately serve the Bulk Oversized Terminal as shown on the Master Plan. The Railroad Improvements are subject to reduction if Caltrans approves only one (1) rail line pursuant to Section 2.2.6.3 of the Agreement.

3. Ancillary Uses: Developer also may develop and operate, as uses that are ancillary and related to the Bulk Oversized Terminal and, trailer and container cargo storage and movement, chassis pools, open storage and open truck parking, and other ancillary uses (the "WGW Ancillary Uses").

4. Developer Funded Wharf Improvements: If Developer elects to construct the Developer Funded Wharf Improvements pursuant to Section 3.5.1 of the Agreement, Developer shall also construct the Developer Funded Wharf Improvements as defined in the Agreement.

5. Conditional Uses: Trailer and container cargo storage and movement, chassis pools, open storage and open truck parking (collectively, "WGW Conditional Uses"): provided, however, that WGW Conditional Uses may only be developed and operated independent of Bulk Oversized Terminal on the continuing condition that, and for so long as, Developer is in compliance with its obligations under the applicable Ground Lease.

6. Support Improvements: Private circulation, utility and rail spur improvements consistent with the Master Plan and ancillary and supplemental to the Public Improvements constructed by the City (collectively, "WGW Support Improvements").

D. Billboards.

<u>Number</u>	<u>Billboard Location</u>	<u>Size</u>	<u>Sides</u>	<u>Display Type</u>
<u>1</u>	<u>Bay Bridge 300' East of Toll Plaza – South Line, East & West Face</u>	<u>20'H x 60'W</u>	<u>2</u>	<u>LED</u>
<u>2</u>	<u>Bay Bridge 800' East of Toll Plaza – South Line, West Face</u>	<u>20'H x 60'W</u>	<u>2</u>	<u>Backlit</u>
<u>3</u>	<u>I-880 West Grand 500' North of Maritime – West Line, North & South Face</u>	<u>14'H x 48'W</u>	<u>2</u>	<u>LED</u>
<u>4</u>	<u>I-880 West Grand South of Maritime – West Line, North & South Face</u>	<u>14'H x 48'W</u>	<u>2</u>	<u>Backlit</u>
<u>5</u>	<u>I-880 West Grand 600' South of Maritime– West Line, North & South Face</u>	<u>14'H x 48'W</u>	<u>2</u>	<u>LED</u>

Notes:

Backlit Display: Static translucent sign lit from behind, traditionally has two ad faces (front and back).

LED Display: Changeable digital sign comprised of LED bulbs, can have as many as 12 rotating digital ads.

ATTACHMENT E

*Summary of 2012 Initial Study/Addendum
(from May 30, 2012, City Council Agenda Report)*

SUMMARY OF THE 2012 OARB PROJECT INITIAL STUDY/ADDENDUM

A. Overview

This Initial Study/Addendum assesses the extent to which significant new information, changes in circumstances, or changes in the project (from what was evaluated in the 2002 *OARB Redevelopment Plan Area EIR* as compared to what is proposed as part of the 2012 OARB Project) may result in new significant environmental impacts or a substantial increase in the severity of significant impacts already identified in the previous CEQA documents approved by the City.¹

The *OARB Redevelopment Plan* incorporated the program for the former Army Base set forth in the 2002 *Final Reuse Plan for the OARB* (“*Final Reuse Plan*”). The *Final Reuse Plan* put forth a “Conceptual Reuse Strategy” that identified a menu of intended land uses for future reuse of the former OARB or “Gateway Development Area” under the concept of what was called the “Flexible Alternative.” The preferred menu of land uses envisioned a mixed-use waterfront commercial development in the former OARB containing a variety of land uses ranging from light industrial, research and development, flex-office, retail, and possibly a high-end hotel complex; and marine terminal uses in the area to be developed by the Port, including wharves, container yards, railroad facilities and street improvements.

While there are some differences between the 2012 Project and what was proposed for the same geographic location in the 2002 Project, as noted in Section 1.0 Introduction and Section 2.0 Project Description of the 2012 Oakland Army Base Project Initial Study/Addendum (hereafter the “IS/Addendum”), the proposed uses would be consistent with the Conceptual Reuse Strategy and Flexible Alternative set forth in the *Final Reuse Plan*. The intent of the Flexible Alternative was to establish a broad envelope of probable land uses/market activities that could change over time in order to reflect market and economic conditions. Figures 1-1 and 1-2 of the IS/Addendum show the Conceptual Land Use Strategy of the 2002 Project and the 2012 Project, respectively.

The primary difference between the 2012 Project and what was proposed for the same geographic location in the 2002 Project is a shift from office/R&D to a greater amount of warehouse/distribution and maritime-related logistics uses as the predominant use. The 2012 Project proposes up to approximately 2.5 million square feet of warehouse/distribution and maritime-related logistics uses and 175,000 square feet of office/R&D, as compared to 300,000 square feet of warehouse/distribution and approximately 1.5 million square feet of office/R&D identified for the 2002 Project.

Additional components of the 2002 Project and the 2012 Project are summarized in Table 1-1 of the IS/Addendum and listed below:²

¹ The IS/Addendum and its appendices, as well as the Standard Conditions of Approval/Mitigation Monitoring and Reporting Program are available at the Office of the City Clerk, the Planning, Building and Neighborhood Preservation Department, and on the Web at: <http://www2.oaklandnet.com/Government/o/PBN/OurServices/Apphcation/DOWD009157>.

² The areas proposed by the 2002 Project for Gateway Park and new Berth 21 are not part of the 2012 Project.

- Approximately 22 to 24 acres north of Grand Avenue for 407,160 square feet of indoor recycling facilities are proposed to be located in the North Gateway, as compared to 494,000 square feet proposed for light industrial uses in the 2002 Project.
- Both the 2002 Project and the 2012 Project include the BCDC-required acreage for Ancillary Maritime Services (AMS) for the City and Port. However, in the 2012 Project, the 15-acres of BCDC-required AMS in the City-owned portion of the OARB is now being provided in three different locations within the project area. As part of the proposed truck parking facilities, there would be fueling services, which would include biodiesel. The BCDC-required fifteen (15) acres of AMS for the Port are now being provided in the 2012 Project as truck parking.
- A commemorative area is proposed within the Central Gateway, in the vicinity of the intersection of Maritime Street and Burma Road, to memorialize the contributions of civilians and the military in the Bay Area to World War II, and Korean and Vietnam Wars.
- Demolition, site preparation, and remediation are generally the same in both the 2002 and 2012 Projects.
- Up to nine billboards are proposed to the north of West Burma Road, along Grand Avenue and along I-880 (Figure 2-6) as part of the 2012 Project; no billboards were proposed as part of the 2002 Project.
- The Port-owned Joint Intermodal Terminal (JIT) will remain in operation as a rail yard.
- Berth/Wharf 7 will remain in operation as a bulk terminal.
- The railroad intermodal terminal in the OARB sub-district Port Development Area and associated right-of-way to support maritime uses that were proposed in the 2002 Project will be constructed as part of the 2012 Project, but will be smaller (approximately 61 acres).
- Maritime Street is proposed to be improved with intersection controls, bicycle and pedestrian paths, repaving and landscaping, and includes a minor reconfiguration. The street will not be relocated 400-600 feet to the east as was proposed in the 2002 Project (see Port's 2006 Addendum that looked at the impacts of not relocating Maritime Street to the east onto OARB property). Roadway improvements also include options to improve Burma Road, Engineers Road and relocated Wake Avenue, and to rebuild and grade separate 7th Street west of I-880.
- Installation of new utility systems that meet current standards, such as water distribution (both domestic and reclaimed water), wastewater collection, stormwater collection/discharge, gas distribution, electrical systems, security, telecommunication and similar systems.³
- Port container cargo throughput totaling 4.05 million twenty-foot equivalent units (TEUs) was analyzed and cleared through the 2002 OARB EIR, and is considered a cumulative project.

In addition to being consistent with the Final Base Reuse Plan and the 2002 Oakland Redevelopment Plan Area EIR, the IS/Addendum found that the 2012 OARB Project is

³ No new connections will be made to EBMUD's existing 15" sewer line. Please see Chapter 2, Project Description, and Section 3.17, Utilities and Service Systems, for additional descriptions.

consistent with the General Plan (including the Land Use and Transportation Element (LUTE) of the General Plan, for which an EIR was certified in March 1998, and the Historic Preservation Element, for which an EIR was certified in 1998, among other General Plan Elements).

The IS/Addendum analyzes the project and cumulative effects of the following 17 environmental topics of the 2012 OARB Project against existing physical conditions⁴: Aesthetics; Agriculture and Forest Resources; Air Quality; Biological Resources; Cultural Resources; Geology and Soils; Greenhouse Gas Emissions; Hazards and Hazardous Materials; Hydrology and Water Quality; Land Use and Planning; Mineral Resources; Noise; Population and Housing; Public Services; Recreation; Transportation/ Traffic; Utilities and Service Systems. In addition, the IS/Addendum compares the effects of the 2012 Project with those effects identified in the 2002 EIR.

The Initial Study/Addendum found (1) there are no substantial changes to the 2012 OARB Project which would result in new significant environmental impacts or a substantial increase in the severity of significant impacts already identified in the 2002 Oakland Army Base Redevelopment Plan Environmental Impact Report, which was a “project level” EIR pursuant to CEQA Guidelines section 15180(b) (“2002 EIR”), the 2006 OARB Auto Mall Supplemental EIR and 2007 Addendum, the 2009 Addendum for the Central Gateway Aggregate Recycling and Fill Project, and the Port’s 2006 Maritime Street Addendum (collectively called “Previous CEQA Documents”); (2) there are no substantial changes in circumstances that would result in new significant environmental impacts or a substantial increase in the severity of significant impacts already identified in the Previous CEQA Documents; and (3) there is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the Previous CEQA Documents were certified, which is expected to result in (a) new significant environmental effects or a substantial increase in the severity of significant environmental effects already identified in the Previous CEQA Documents or (b) mitigation measures which were previously determined not to be feasible would in fact be feasible, or which are considerably different from those recommended in the Previous CEQA Documents, and which would substantially reduce significant effects of the 2012 OARB Project, but the City declines to adopt them. Thus, in considering approval of the 2012 OARB Project, the City can rely on the Previous CEQA Documents and the 2012 Initial Study/Addendum. A summary of the key issues of the IS/Addendum is provided below.

B. Summary of Key Issues

Out of the 17 environmental topic areas evaluated in the IS/Addendum, eight topic areas, aesthetics, air quality, biology, cultural resources, greenhouse gas emissions, land use and planning, noise and traffic and transportation are highlighted and discussed.

1. **Aesthetics.** As described in more detail in Section 2.0 Project Description of the IS/Addendum, the 2012 Project would result in the redevelopment of the OARB sub-

⁴ The 2002 EIR utilized an “Alternative Baseline” (pursuant to CEQA Guidelines section 15229 and Public Resources Code section 21083.8.1) assessing impacts against physical conditions existing at time of the military base closure (1995) rather than existing at the time of the commencement of CEQA review (2001) for the following environmental topics: traffic, water consumption, wastewater, energy consumption, noise, air quality, schools, and population/employment. This Addendum also utilizes the Alternative Baseline.

district's Gateway Development Area and Port Development Area with single to multi-story buildings, roadways, parking areas, a rail terminal, associated rail right-of-way, road improvements, a road/rail grade separation, and varying amounts of public access/open space. The 2012 Project would also include a type of development not previously contemplated in the 2002 Project consisting of the construction of up to nine billboards in locations near the 1-80 Toll Plaza, and along 1-880 at West Grand Avenue, 12th, 13th, and 15th Streets.

The IS/Addendum included an analysis of photos of existing viewpoints and photo simulations with the proposed billboards; it found that the proposed billboards would not have a substantial adverse effect on a scenic vista or substantially degrade the existing visual character or quality of the Project site or surroundings because the views are toward the industrialized portion of the San Francisco Bay and do not constitute important views or scenic vistas; or, they would only partially obstruct panoramic views of mountains, hills, Bay waters, and city skylines, and only for several seconds at a time; specifically, billboards 6, 7, 8 and 9 (Figures 3.1-n and 3.1-o in the IS/Addendum) and billboards 3, 4, and 5 (Figures 3.1-f, 3.1-i and 3.1-h in the IS/Addendum), taken together constitute a series of billboards that would intermittently block views towards the hills for several seconds at a time. Moreover, the City has a billboard amortization program that has removed in excess of about 148 billboards over the past 12 years. The amortization program is ongoing and is anticipated to remove more billboards in the future. In addition, about 70 billboards have been removed through billboard relocation agreements over the same time period.

The IS/Addendum found that the 2012 OARB Project would not result in any new or substantial increase in impacts regarding new sources of substantial light and glare affecting daytime or nighttime views in the area because the project site is located in a highly industrialized area and, when viewed from a distance during daytime and nighttime, increased lighting on the site would generally blend with existing development. Particularly, daytime lighting would generally blend with existing light industrial uses within the project area, and nighttime lighting would blend with existing maritime operation lighting visible along the shoreline, as well as highway safety and roadway lighting and vehicle headlights visible along Maritime Street, the elevated portion of West Grand Avenue, and the 1-880 and 1-80 corridors. Although the proposed billboards along the eastern edge of the project site (billboards 7, 8, and 9) may create a new source of light in the residential area of West Oakland in proximity to the project site, these billboards would be separated from the residential areas by 1-880, and existing buildings, fences and vegetation (including street trees), would reduce potential impacts associated with the new source of light. Certain residents currently have views over 1-880 and are therefore likely to be able to see the billboards from their homes. However, these residents already have a substantial amount of ambient light from existing port-related activities in views toward the north in which the billboards would be visible. Therefore the billboards will not likely create a substantial new source of light in these areas. Furthermore, the 2012 would be subject to Mitigation Measure 4.11-1 which would require new lighting to be designed to minimize off-site "spillage" and prohibit "stadium-style" lighting, and to SCA AES-1 and the Port's Exterior Lighting Policy.

Implementation of previously imposed mitigation measures (Mitigation Measures 4.11-1 through 4.11-6), SCA AES-1, compliance with the Port of Oakland Exterior Lighting

Policy, Caltrans permitting, the State's OAA, and the City's design review would ensure the 2012 Project would not make a significant cumulative contribution to aesthetics. Thus, the IS/Addendum found that the 2012 OARB Project would not result in significant new aesthetics impacts or a substantial increase in the severity of previously identified significant aesthetics impacts compared to the 2002 EIR. Therefore, impacts would be similar to those addressed in the 2002 EIR, and would continue to have no impact or be less than significant or less than significant with applicable City Standard Conditions of Approval (SCAs) or previously identified mitigation measures, except for demolition of historic resources (which is found to be significant and unavoidable in both 2002 and 2012 Projects; see Cultural Resources, below, for more information on historical resources.)

2. **Air Quality.** As noted in the IS/Addendum, since information on air quality issues was known, or could have been known when the 2002 EIR was being prepared, it is not legally "new information" as specifically defined under CEQA. However, an analysis of the proposed 2012 Project relying on the previously recommended May 2011 revision of the BAAQMD *CEQA Guidelines* and the 2011 significance Thresholds⁵ was nevertheless conducted in order to provide more information to the public and decision makers, and in the interest of being conservative. Although the analysis in the IS/Addendum evaluates air quality using both the 2002 EIR thresholds (based upon BAAQMD 1999 *CEQA Thresholds*) and the BAAQMD May 2011 *CEQA Guidelines* and Thresholds, significance determinations are solely based on the 1999 thresholds from the 2002 EIR. Nevertheless, the City will impose its Standard Conditions of Approval, previously approved mitigation measures from the 2002 EIR (revised and clarified as applicable) and other Recommended Measures (that are not legally required mitigation measures), as detailed below.

- a. **Construction Criteria Pollutant Emissions.** For both the 2002 Project and the 2012 Project, construction criteria pollutant emissions would be mitigated to less-than-significant levels. Construction emissions were not quantitatively evaluated in the 2002 EIR because the 1999 BAAQMD Guidelines do not contain quantitative construction thresholds; under the 1999 Guidelines, BAAQMD considers construction-related dust emissions from all construction projects to be potentially significant, but mitigated to a less-than-significant level if BAAQMD-recommended dust controls are implemented. Thus, in the 2002 EIR, the Project would be mitigated to a less-than-significant level with implementation of Mitigation Measures 4.4-1 and 4.4-2 which required contractors to implement all BAAQMD "basic" and "optional" control measures at all sites and "enhanced" control measures for sites greater than four (4) acres, as well as exhaust control measures.

For the 2012 Project, implementation of the City's SCA AIR-1 and SCA AIR-2 supersede 2002 EIR Mitigation Measures 4.4-1 and 4.4-2, as they are generally

⁵ On March 5, 2012, the Alameda County Superior Court issued a Judgment invalidating the May 2011 BAAQMD Thresholds and BAAQMD recommends that the Thresholds not be used. Nevertheless, in the absence of further technical guidance, the City is generally continuing to use the May 2011 BAAQMD Guidelines in its CEQA review.

Table 1. 2002 and 2012 Project Construction Criteria Pollutant Average Daily Emissions [lbs/day] ^a

	Reactive Organic Gases (ROG) ^b	Carbon Monoxide (CO)	Nitrogen Oxides (NOx)	Exhaust PM _{2.5}	Fugitive Dust PM _{2.5}	Total PM _{2.5} ^c	Exhaust PM ₁₀	Fugitive Dust PM ₁₀	Total PM ₁₀ ^c
2002 Project	66.2	245.7	616.9	25.9	NA	26.6	28.1	NA	29.8
2012 Project	23.9	107.1	298.8	8.8	NA	9.5	9.4	NA	11.2
1999 BAAQMD Significance Threshold	BMP	BMP	BMP	BMP	BMP	BMP	BMP	BMP	BMP
2011 BAAQMD Significance Thresholds	54.0	NA	54.0	54.0	BMP	NA	82.0	BMP	NA

^bAverage daily emissions are defined as total emissions over entire period of construction (e.g. 2002 - 2010 or Jul 2012 - Dec 2019 for the 2002 Project and the 2012 Project, respectively) divided by the number of days within this period.

^bROG emissions include exhaust ROG from all sources and evaporative running loss ROG from employee commute vehicles (modeled as light-duty cars).

^cTotal PM₁₀ and PM_{2.5} include exhaust PM from all sources and tire wear and brake wear from on-road vehicles; road dust and fugitive dust are not evaluated and not included in the total.

Table 2. 2002 and 2012 Project Operational Regional Emissions

	ROG	NOx	PM ₁₀	PM _{2.5}
2002 EIR Operational Emissions (tons/year) ^a	101	167	12	12
2012 Project Operational Emissions (tons/year)				
<i>With Variant A – Working Waterfront^b</i>	-3.1	146.5	0.8	0.7
<i>With Variant B – R&D and Open Space^b</i>	-4.7	106	0.3	0.6
1999 BAAQMD Significance Threshold	10	10	10	NA
2011 BAAQMD Significance Threshold	10	10	15	10

^a Emissions are based on the calculations prepared for the 2002 EIR prepared by URS for the geographic area representing the proposed project.

^b Alternative Baseline Emissions were calculated in 2001 using emission factors from mobile sources current at the time. 2012 Project emissions were calculated for opening year of the Project (2020) using current emission factors which account for emission reductions due to increased regulatory requirements for mobile sources. Therefore, as shown in this table, total Project operational emissions result in no net increase in reactive organic gas emissions.

Source: Environ, 2012 and LSA Associates, Inc.

similar but the SCAs are considered more up-to-date and more stringent than those recommended in the 1999 Guidelines. For the purposes of comparison, construction emission levels for both the 2002 Project and 2012 Project were quantitatively assessed in the IS/Addendum. As shown in Table 1 above, the 2012 Project would result in much lower construction emissions of criteria pollutants than the 2002 Project.

- b. **Operational Regional Emissions.** Similar to the 2002 Project, the 2012 Project would result in a significant and unavoidable impact with respect to operational emissions even with the implementation of required mitigation measures and

Standard Conditions of Approval, although the 2012 Project would not result in any new or substantial increase in the severity of such impacts. The IS/Addendum imposes the City's SCA AIR-2 and four mitigation measures previously identified from the 2002 EIR (Mitigation Measures 4.4-3, 4.4-4, 4.4-5 and 4.4-6) on the 2012 Project. The 2012 Project would generate less ROG, NO_x, PM₁₀, and PM_{2.5} emissions than identified in 2002 as shown in Table 2 above.

As noted in the IS/Addendum, according to 1999 and 2011 guidance from the BAAQMD, regional air pollution is largely a cumulative impact. No single project is sufficient in size to, by itself, result in nonattainment of ambient air quality standards. Thus, if the project region is in nonattainment under applicable federal or State ambient air quality standards, then a project's individual emissions contribute to existing cumulatively significant adverse air quality impacts. Therefore, similar to the 2002 Project, the 2012 Project would also contribute to any cumulatively significant air pollution impact since it would exceed the significance thresholds at the individual level for NO_x; however, there would be no new impact and no substantial increase in severity of the previously identified impact from the 2012 Project.

- c. **Project Construction Health Risk.** Similar to the 2002 Project, the 2012 Project would result in a significant and unavoidable impact with respect to construction diesel emissions and health risk even with the implementation of required mitigation measures and Standard Conditions of Approval, although the 2012 Project would not result in any new significant impact or substantial increase in the severity of previously identified significant impacts. At the time of the 2002 EIR, the BAAQMD had not identified a numeric toxic air contaminant (TAC) risk threshold for construction emissions; using emission rates from the 2002 Project and 2012 Project construction operations, air dispersion modeling was conducted to determine the health risk associated with construction of both the 2002 and 2012 Projects. As identified in the 2002 EIR and as confirmed in this recreation of the 2002 analysis, construction of the 2002 Project would result in a substantial increase in diesel emissions which would expose persons to substantial levels of TACs. As shown in Table 3 below, construction of the 2012 Project would result in substantially lower risk than would have been anticipated under the 2002 Project. The 2012 Project is subject to today's more stringent on-road and off-road diesel equipment emission regulations which reduce health risk impacts substantially over those that would have occurred in 2002. Nevertheless, this impact would remain significant and unavoidable.

Table 3. Project Construction Health Risk Assessment Results (Source: ENVIRON, 2012)

	Population	Excess Lifetime Cancer Risk in a million	Chronic Health Index	Acute Health Index	Annual PM _{2.5} Concentration µg/m ³
2002 Project	Resident Child	107	0.077	12	0.35
	Resident Adult	12			
2012 Project	Resident Child	42	0.030	4	0.14
	Resident Adult	4			
1999 BAAQMD Threshold		None	None	None	None
2011 BAAQMD Threshold		10	1	1	0.3

Table 4: Operational Health Risk Assessment Results (Cancer Cases in 1 Million)

	2002 Project	2012 Project	Increment
Maximum Cancer Risk 2002 Approach	84	31	-53
Maximum Cancer Risk 2012 Approach	278	96	-182
1999 BAAQMD Thresholds	10	10	
2011 BAAQMD Thresholds	10	10	

Source: ENVIRON, 2012.

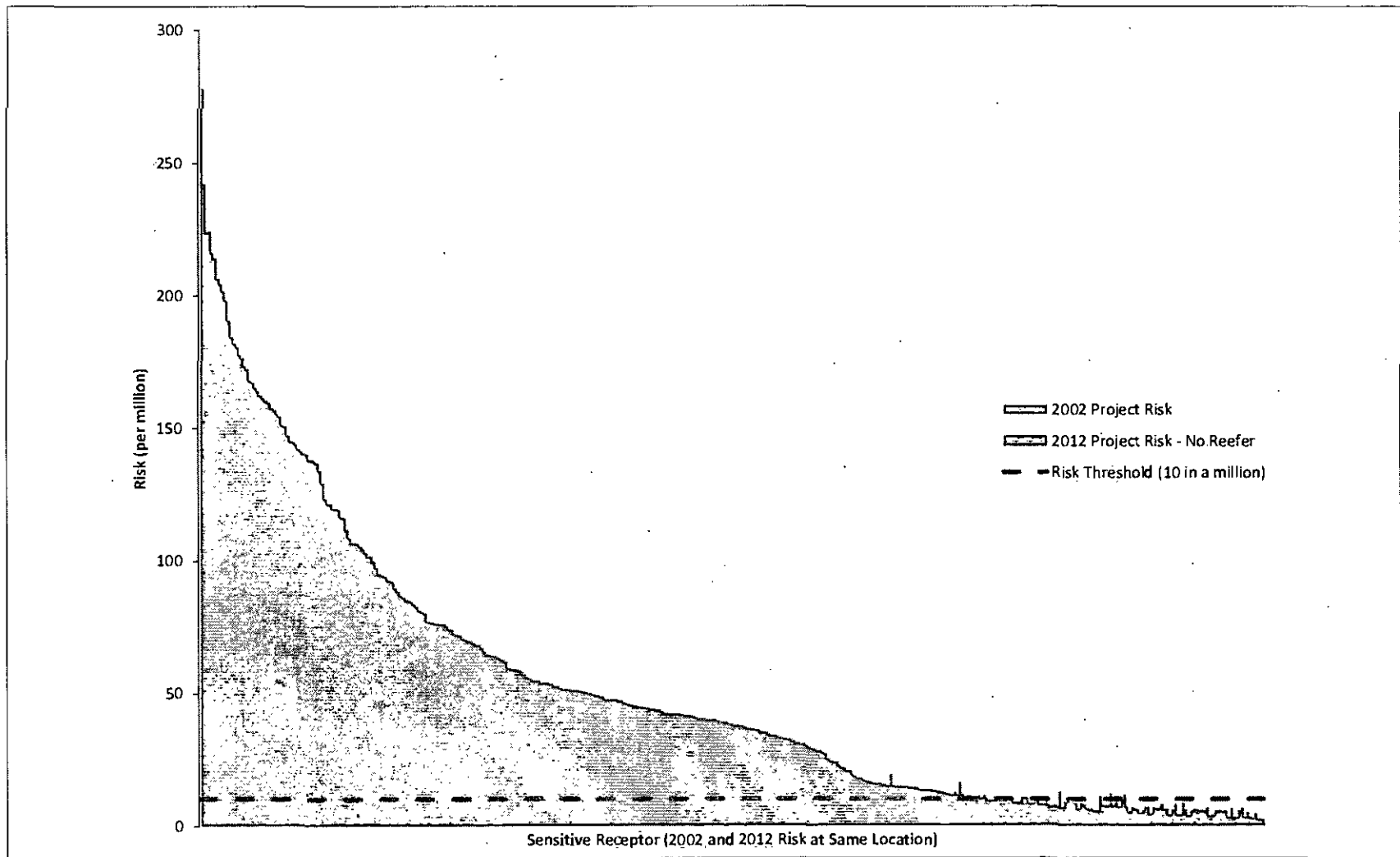
- d. **Project Operational Health Risk.** Similar to the 2002 Project, the 2012 Project would result in a significant and unavoidable impact with respect to operational diesel emissions and health risk even with the implementation of required mitigation measures and Standard Conditions of Approval, although the 2012 Project would not result in any new or substantial increase in the severity of such impacts.

The 2002 EIR concluded that, even after mitigation, the operational health risk impact of the 2002 Project would be significant and unavoidable. The operational health risk assessment prepared in the 2002 Final EIR estimated excess lifetime cancer risks of 80 in one million at the project boundary and 10 in one million in West Oakland.

Results of the 2012 Project operational health risk assessment are shown in Table 4 above. As explained in the methodology section below, the assessment was conducted for two scenarios using both the methodology standard to the 2002 project analysis and the methodology presented in the 2011 BAAQMD guidance documents. Results indicate that the maximum excess lifetime cancer risk estimated for the proposed project would be less than the maximum risk levels for the 2002 project under both the 2002 analysis standards and the 2012 analysis standards. At most receptor locations, incremental model results of the 2012 Project are equal to or less than the results of the 2002 Project. However, this is not the case at all modeled locations, as described below.

As shown in Table 4 above, with the 2012 Project, the Maximally Exposed Individual (MEI) would have a lower estimated excess lifetime cancer risk when compared with the impacts of the 2002 Project. However, even with implementation of mitigation measures and the City's Standard Conditions of Approval, implementation of the 2012 Project would have a significant and unavoidable impact related to the exposure of sensitive receptors to substantial toxic air contaminants.

Estimated excess lifetime cancer risks for the 2002 and 2012 Projects were compared by rank ordering the off-site sensitive receptor locations according to the calculated 2002 Project cancer risk and comparing them to the 2012 Project cancer risk at the same location as shown in Figure 1 below. For purposes of this comparison, cancer risks from the 2012 Project were calculated exclusive of refrigerated cargo container generator set (reefer genset) emissions since reefer genset emissions were not included in 2002 Project cancer risk calculations. Reefer gensets contribute between 10 percent (at locations further from the Project in West Oakland and Emeryville) and 30 percent (at locations close to the Project in West Oakland) to total 2012 Project cancer risk and reefer genset activity is expected to be in approximately the same location for the 2012 Project as the 2002 Project. Estimated excess lifetime cancer risks from the 2012 Project are substantially less than estimated risks from the 2002



LSA

Figure 1

2012 Oakland Army Base Project
 Comparison of Excess Lifetime Cancer Risk

SOURCE: ENVIRON, 2012.

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Project at locations with the highest calculated risks. This means that the 2012 Project reduces risks where the 2002 Project had its greatest impacts. Where the 2012 Project estimated excess lifetime cancer risk does exceed the 2002 Project risk, all increases are less than 10 in a million, which corresponds to the BAAQMD's cancer risk significance threshold. Furthermore, as can be seen in Figure 1, those instances where risks from the 2012 Project exceed cancer risks from the 2002 Project occur at locations where risks from both projects are close to 10 in a million.

5. **Biological Resources.** The 2012 Project would not result in any new or substantial increase in previously identified significant and unavoidable impacts. Similar to the 2002 Project, the 2012 Project would result in significant and unavoidable impacts to special-status species and the spread of non-indigenous aquatic organisms through the discharge of ballast water or other means (e.g., anchors, anchor chains, anchor lines, bilge pumps, drains, and through-hull connections), which could impact estuarine habitat including Essential Fish Habitat as designated by the National Marine Fisheries Service. The 2012 Project would increase shipping traffic through the development of Wharf 7. This increase could result in a greater risk of introduction of non-indigenous aquatic organisms.

Impacts to special-status species would not result in any new or more significant environmental impacts than were described in the 2002 EIR. Impacts to special-status species would likely be less than were described in the 2002 EIR because the 2012 Project does not involve loss of open water habitat or water quality impacts associated with the New Berth 21 fill that was proposed in the 2002 EIR. Impacts to special-status fish species remain potentially significant due to construction-related disturbance associated with construction of a new storm water outfall. The impact related to potential increased predation on California Least Terns by raptors remains significant and unavoidable.

6. **Cultural Resources.** The 2012 OARB Project would not result in significant new impacts to cultural resources or a substantial increase in the severity of previously identified impacts compared to the 2002 EIR. Thus, impacts would be similar to those addressed in the 2002 EIR, and would continue to be less than significant for subsurface cultural resources and significant and unavoidable for the removal of contributing elements of the OARB Historic District despite ongoing implementation of required mitigation measures and/or SCAs.

As in 2002, the 2012 OARB Project land use program necessitates the removal of all existing buildings, including those that contribute to the OARB Historic District. The 2002 EIR recognized that this would be a significant and unavoidable impact. Since there was no actual development program for the former Oakland Army Base at the time, the 2002 EIR required that a reuse feasibility study be undertaken prior to any proposal to remove a historic building. Since 2002, remediation activities have been ongoing and will continue; Building 1 was deconstructed; and reuse feasibility studies have been prepared, reviewed and approved determining that the reuse of all of the existing buildings is

infeasible for the proposed warehouse and rail oriented logistics facilities contemplated for the 2012 Project.⁶

One of the mitigation measures previously identified in the 2002 EIR, Mitigation Measure 4.6-14 is modified in the IS/Addendum; instead of the mitigation requirement for demolishing/deconstructing buildings being subject to a specific building permit, Mitigation Measure 4.6-14 is modified as follows for the City:

No demolition or deconstruction of contributing structures to the OARB Historic District shall occur until a master plan and/or Lease Disposition and Development Agreement has been approved by the City, and demolition or deconstruction of a building is required to realize the master infrastructure development plan necessary for approved redevelopment activities, in conformity with applicable General Plan Historic Preservation Element and City of Oakland Planning requirements.

The reason for this is that the 2002 EIR mitigation measure, which specifies that no City demolition or deconstruction may occur until a building permit is obtained, is not feasible. Geological studies prepared during the master planning process for the project area have determined that the entire OARB site requires significant and time consuming grading work. As noted in Section 2, Project Description, every site needs to be dynamically compacted, surcharged with as much as 8 feet of soil, wicked of its water content, and then regraded to a new grade which will raise the sites from 2 to 3 feet above the current elevation. This is only feasible if done on a large scale, such as all of the Central Gateway or at least one third of the East Gateway. This activity cannot be performed around the existing buildings. All buildings must be taken down in advance of the required grading. All buildings must be relocated pursuant to SCA CULT-4 or deconstructed pursuant Mitigation Measure 4.6-9 in advance of the required grading.

The original mitigation measure 3.6-14 states that the Port shall not demolish or deconstruct structures until it has approved a final development plan for the relevant new facility or facilities. This requirement shall continue to apply to the Port in the absence of a Lease Disposition and Development Agreement.

7. **Greenhouse Gases (GHG).** Climate change and greenhouse gas emissions were not expressly addressed in the 2002 EIR. However, since information on climate change and greenhouse gas emissions was known, or could have been known in 2002, it is not legally “new information” as specifically defined under CEQA and thus is not legally required to be analyzed as part of the IS/Addendum. However, an analysis of the proposed 2012 Project, using the previously recommended May 2011 BAAQMD CEQA Guidelines and Thresholds, was conducted in order to provide more information to the public and decision-makers, and in the interest of being conservative.

The IS/Addendum analysis concludes that the 2012 OARB Project would result in the generation of greenhouse gas emissions from construction as well as operations (passenger vehicles, ships, trains, tugs, trucks and operation of buildings on-site), as

⁶ Appendix L: Feasibility Study for Adaptive Reuse of the Existing Oakland Army Base Warehouses.

would the 2002 Project. Total emissions resulting from the 2002 and 2012 Projects are shown below in Table 5.

Table 5. Project Greenhouse Gas Emissions in Metric Tons Per Year

	Total Annual CO ₂ e Emissions
2002 Project	171,292
2012 Project	17,869

Source: ENVIRON and LSA, Associates, Inc., 2012.

However, as noted above, the analysis evaluating climate change and greenhouse gas emissions provided in the IS/Addendum is for informational purposes only, there is no resulting significant CEQA impact.⁷ Moreover, the 2012 Project generates substantially less greenhouse gases than the 2002 Project. Nevertheless, the City will impose a modified version of its Standard Condition of Approval requiring the Project Applicant to submit a Greenhouse Gas Reduction Plan to the City for review and approval (as part of the Planned Unit Development process and ongoing as specified) that has a goal to increase energy efficiency and reduce greenhouse gas emissions by at least 20 percent, and a goal of 36 percent below the project's "adjusted" baseline GHG emissions to help achieve the City's goal of reducing GHG emissions. The IS/Addendum also includes a "Recommended Measure" (not required by CEQA) relating to climate change (included in Section 3.9 Hydrology and Water Quality of the IS/Addendum that the Project Applicant submit a Sea Level Rise Adaptation Plan for the 2012 Project to the City of Oakland for review and approval as part of the Planned Unit Development process.

8. **Land Use and Planning.** The 2002 EIR identified three impacts with respect to policy inconsistencies would result from the 2002 Project. Two of these impacts, and their associated mitigation measures, are not applicable to the 2012 Project (Impacts 4.1-1, 4.1-2 and 4.1-3; Mitigation Measures 4.2-1 and 4.2-3). The 2002 and 2012 Project would result in the same significant and unavoidable impact with respect to the loss of all structures contributing to a historic district; however, the 2012 Project would not result in any new or substantial increase in previously identified significant impacts. The 2012 Project is consistent with the intent of key plans and policies, as discussed below:
 - **San Francisco Bay Plan:** Redevelopment of the Gateway and Port development areas of the OARB as proposed by the 2012 Project would be consistent with the intent of Bay Plan policies regarding water-related industry, ports, and public access.
 - **San Francisco Bay Area Seaport Plan:** Redevelopment of the Port development area as proposed by the 2012 Project would be consistent with the intent of Seaport Plan policies regarding cargo forecasts, Port priority use areas, and specific policies designated for the Port of Oakland.

⁷ On March 5, 2012, the Alameda County Superior Court issued a Judgment invalidating the May 2011 BAAQMD Thresholds and BAAQMD recommends that the Thresholds not be used. Nevertheless, in the absence of further technical guidance, the City is generally continuing to use the May 2011 BAAQMD Guidelines in its CEQA review.

- **San Francisco Bay Trail Plan: Redevelopment of the project site as proposed by the 2012 Project** would be consistent with the intent of Bay Trail Plan policies regarding trail alignment and transportation access.
- **State Lands Commission (SLC) Tidelands Trust Exchange Agreement:** As shown in Figure 2-5b of the IS/A, the Project proposes permanent vehicular, bicycle and pedestrian access within OARB Sub-district Gateway Development Area and to the adjoining future Gateway Regional Park to the west of the project area. Per letter dated May 18, 2012, the SLC has approved that the 2012 Project satisfies the requirement stipulated by the Exchange Agreement (This letter is included in Appendix D of the IS/Addendum).
- **Long Term Management Strategy (LTMS) Program:** No dredging would be required for the continued operation of the wharf, beyond the occasional maintenance that already occurs. The 2012 Project would conform to the LTMS Program.
- **City of Oakland General Plan:**
 - **Land Use and Transportation Element (LUTE).** The 2012 Project would be consistent with the objectives and associated policies of the LUTE regarding the following: expansion and retention of the Oakland job base and economic strength; provision of adequate infrastructure; reduction of truck effects on local neighborhoods; encouragement of waterfront access; creation of a high-quality natural and built waterfront environment; promotion of the Port of Oakland; provision of commercial areas; and reduction or elimination of hazardous wastes. Although the proposed project is not expected to require new hazardous waste storage, treatment, or disposal facilities in the area, any such facilities shall comply with applicable requirements.

Nine billboards are proposed as part of the 2012 Project. LUTE Policy I/C4.3, which encourages but does not require billboard removal in commercial and residential zones, does not apply here because the project site is located in industrial zones. Moreover, the City has a billboard amortization program which has removed in excess of 148 billboards over the past 12 years. The amortization program is ongoing and is anticipated to remove more billboards in the future. In addition, about 70 billboards have been removed through billboard relocation agreements over the same time period.

- **Bicycle and Pedestrian Master Plans.** The 2012 Project would be consistent with the Bicycle and Pedestrian Master Plans, as it proposes to enhance bicyclist and pedestrian safety by providing designated bicycle facilities and sidewalks (where none currently exist) on Maritime Street and Burma Road, as discussed in detail in Section 3.16 Transportation/Traffic of the IS/Addendum.
- **Open Space, Conservation and Recreation Element (OSCAR).** The 2012 Project would be consistent with objectives and associated policies of the OSCAR regarding the improving physical and visual access to the shoreline, including the Bay Trail and protecting and promoting the beneficial use of nearshore waters, as discussed further in Sections 3.1 Aesthetics, 3.15 Recreation, and 3.16 Transportation and Traffic of the IS/Addendum.

- Noise Element. As noted in the noise analysis provided in Section 3.12 Noise of the IS/Addendum, the increased noise resulting from the 2012 Project (traffic related, construction and operational) would result in a less-than-significant impact and mitigation is not warranted. Moreover, consistent with the City's Noise Ordinance and the Oakland Noise Element, the relevant SCA that would be required would further ensure that any potential impacts would be reduced to a less-than-significant level.
- Safety Element. The 2012 Project would not conflict with any of the above Safety Element policies. The project's specific effects regarding subjecting people and property to hazardous conditions are addressed in Sections 3.8 Hazards and Hazardous Materials and 3.9 Hydrology and Water Quality of the IS/Addendum), all of which are less than significant or reduced to a less-than-significant level after implementation of mitigation measures or SCA.
- Historic Preservation Element (HPE). The policies from the Historic Preservation Element generally encourage, but do not mandate, the preservation of Oakland's historic resources, within the context of and consistent with other General Plan goals, objectives, and policies. There was one impact found to be potentially significant. Despite the imposition of a number of mitigation measures and SCA, it was still found to be significant and unavoidable, as it was for the project evaluated in the 2002 EIR. A more detailed discussion can be found in Section 3.5 Cultural Resources of the IS/Addendum.
- Scenic Highways Element. The 2012 Project site is located within the MacArthur Freeway Scenic Corridor. As concluded in the 2002 EIR, development of the 2012 Project would eliminate visual evidence of a specific period in the history of West Oakland military transportation, and this impact would be considered significant and unavoidable. The 2012 Project would not result in any new or more significant impacts related to scenic resources than were described in the 2002 EIR, as discussed in detail in Section 3.1 Aesthetics.

Scenic Highways Element Policies 1-4: a) discourage new billboards or other obstructions within Scenic Corridors; b) provide that interesting views should not be "obliterated"; and c) new construction within the Scenic Corridor should have architectural merit and be harmonious with the surrounding landscape. None of these policies are fundamental, mandatory policies, but are directive in nature; and, as such, must be balanced against other policies that may compete with them (such as economic development and reuse of former military bases). Although views will be somewhat obscured, no interesting views will be obliterated. Moreover, the surrounding area is mostly devoid of any landscaping and is industrial in nature. The billboards will be constructed of quality materials and will have architectural merit. As such, the proposed billboards do not fundamentally conflict with the General Plan.

- City of Oakland OARB Redevelopment Plan and Final Reuse Plan for the Oakland Army Base. The *OARB Redevelopment Plan* incorporated the program for the former Army Base set forth in the *Final Reuse Plan for the OARB*. While there are some differences between the 2012 Project and what was proposed for the same

geographic location in the 2002 Project, as noted in Section 1.0 Introduction and Section 2.0 Project Description of the IS/Addendum, the proposed uses would be consistent with the Conceptual Reuse Strategy and Flexible Alternative set forth in the *Final Reuse Plan*. As noted above, the intent of the Flexible Alternative was to establish a broad envelope of probable land uses/market activities that could change over time in order to reflect market and economic conditions.

9. **Noise.** Similar to the 2002 EIR, the only significant noise impact identified for the 2012 Project would occur from construction activities associated with build out of the project. However, implementation of the applicable Standard Conditions of Approval (SCA NOI 1, 2, 3, 4 and 6) would ensure that construction noise impacts associated with build out of the project would be reduced to less-than-significant levels for all receiving land uses in the project vicinity. SCA NOI-1, limiting days/hours and construction operation, required on an on-going basis throughout demolition, grading and/or construction was modified for the 2012 Project to allow for construction between 7:00 a.m. to 7:00 p.m. Monday through Saturday, except for the barging and unloading of soil, which shall be allowed 24 hours per day, seven days per week for about 15 months; typically, only limited construction activities are permitted on Saturdays, however, given the location of the Project (distance to existing residences, the closest of which are about 750 feet away to construction activities, separated by a freeway) and existing noise conditions, Saturday construction, as well as barging, is appropriate. Also, the developer can request to operate outside of the above mentioned hours if an air quality report is submitted (since the air quality analysis assumed a 7am-11pm, Monday –Saturday construction period).
10. **Traffic.** The IS/Addendum concluded that the 2012 OARB Project would not result in significant new transportation impacts or a substantial increase in the severity of previously identified significant impacts compared to the 2002 EIR. The 2002 EIR project included substantial amount of research and development facilities and offices in the project site, which generate higher number of employee trips; while the 2012 project proposed a higher amount of port-supporting land uses that would complement existing and proposed adjacent uses in the project area.

Construction and/or remediation would generate haul, delivery and employee trips, which would involve large transport trucks and movement of hazardous materials or hazardous waste through city streets. Furthermore, the construction of the proposed 7th Street grade separation and related improvements may require closure of 7th Street during construction, which would result in the need to divert traffic onto other roadways. As partial implementation of the City's Transportation SCA TRANS-2, an analysis was conducted to determine the impacts of closing 7th Street during construction (see Appendix K: Technical Memorandum – Draft 7th Street Grade Separation Traffic Analysis for Detour). This study indicates that improvements at Adeline Street/5th Street and Adeline/3rd Streets would maintain existing traffic service levels. The study and the improvements are partial implementation of SCA TRANS-2, which will require further development of a detailed traffic management plan prior to issuance of the first construction-related permit (grading, demolition) and consultation and coordination with other public agencies (such as the Port, EBMUD and Caltrans). The Project would be

constructed over a multi-year period and in a number of construction phases; the timing, amount and route of truck and vehicle movements are not currently known. Although construction activities could result in traffic disruptions and potential level of service degradation on area roadways, implementation of SCA TRANS-2 would mitigate any construction traffic impacts to a less-than-significant level. In addition, a Transportation Demand Management Plan is required for both construction (prior to the issuance of the first permit related to construction) and operations (prior to issuance of a final building permit) as part of implementation of SCA TRANS-1. The Community Benefits Program being considered also includes a provision to provide public or private transit connection for construction workers (connecting to BART and at least two West Oakland locations).

Different intersections would be impacted in the 2002 and the 2012 Projects. For the 2012 Project: a total of five intersections would be impacted when the Project comes online and would require signal optimization to mitigate potentially significant impacts to less than significant levels; another 12 intersections would require signal optimization later, in the next 10 to 20 years; and one intersection would require geometric changes, in addition to signal optimization, in the next 10-20 years. Both the 2002 and the 2012 Projects would result in significant and unavoidable impacts to freeway segments of the Congestion Management Program (CMP) as a result of the project and in the cumulative plus project conditions, however, far fewer freeway segments would be impacted as a result of the 2012 Project. Moreover, the 2012 OARB Project would generate over 6,800 fewer daily trips than the 2002 EIR project including 1,400 fewer trips in the AM peak hour and 1,200 fewer trips in the PM peak hour. Thus, impacts would be substantially reduced or similar to those addressed in the 2002 EIR.

As identified in the 2002 EIR, adequate emergency access would be a potentially significant impact for the 2012 Project; the 2002 EIR Mitigation Measure 4.3-8 to provide an emergency service program and emergency evacuation plan using waterborne vessels would still be applicable for the 2012 Project. In addition, the 2012 Project includes new mitigations requiring an emergency response plan be developed and coordinated with adjacent property owners, including EBMUD and Caltrans, and a requirement that West Burma Road be designed with appropriate turnouts and turnarounds, as determined by the City of Oakland Fire Department, in order to ensure adequate ingress and egress for emergency vehicles.

C. Conclusions

In considering approval of the 2012 OARB Project, the City can rely on the Previous CEQA Documents and the 2012 IS/Addendum.

ATTACHMENT F

*City Council Adopted Standard Conditions of Approval and
Mitigation Monitoring and Reporting Program
(from 2012 Initial Study/Addendum; Final and Corrected Version, October 15, 2012)*

**STANDARD CONDITIONS OF APPROVAL AND
MITIGATION MONITORING AND REPORTING PROGRAM**

This Standard Conditions of Approval and Mitigation Monitoring and Reporting Program (SCA/MMRP) is based on the Initial Study/Addendum (IS/A) prepared for the 2012 OARB Project and was approved by the City Council on June 19, 2012. This revised version, the "Final and Corrected 2012 OARB SCA/MMRP (10/15/12)", which includes technical corrections and minor formatting errors, supersedes the June 19th version of the 2012 OARB SCA/MMRP. The City has also prepared a companion document (the "Final and Corrected 2012 OARB SCA/MMRP with annotations") that explains the corrections/changes from the June 19th version of the 2012 OARB SCA/MMRP.

This SCA/MMRP is in compliance with Section 15097 of the CEQA Guidelines, which requires that the Lead Agency "adopt a program for monitoring or reporting on the revisions which it has required in the project and the measures it has imposed to mitigate or avoid significant environmental effects." The SCA/MMRP lists mitigation measures recommended in the IS/A and identifies mitigation monitoring requirements, as well as the City's Standard Conditions of Approval identified in the IS/A as measures that would minimize potential adverse effects that could result from implementation of the project, to ensure the conditions are implemented and monitored. In addition, "recommended measures", not required by CEQA are also included in this SCA/MMRP.¹

All mitigation measures, Standard Conditions of Approval, and recommended measures identified in the 2012 OARB IS/A are included herein. To the extent that there is any inconsistency between the SCA and Mitigation Measures, the more restrictive conditions shall govern; to the extent any mitigation measures, recommended measures and/or Standard Conditions of Approval identified in the 2012 OARB IS/A were inadvertently omitted, they are automatically incorporated herein by reference.

Mitigation measures from the 2002 EIR that are applicable to the 2012 OARB Project retain the same numbering; each new mitigation measure is numbered according to the section of the IS/A from which it is derived. For example, Mitigation Measure 3.16-1 is the first new mitigation measure identified in the Section 3.16 Traffic and Transportation of the IS/A. The Standard Conditions are identified with the prefix SCA- followed by an abbreviation of the environmental topic to which it applies (e.g., SCA AES-1 is the first SCA relating to aesthetic impacts).

- The first column indicates the environmental impact as identified in the 2002 EIR and the 2012 IS/A;
- The second column identifies the Standard Condition of Approval (SCA), mitigation measure (MM) or recommended measure applicable to that impact in the 2002 EIR and the 2012 IS/A;
- The third column identifies the monitoring schedule or timing applicable to the 2012 Project; and
- The fourth column names the party responsible for monitoring the required action for the 2012 Project.²

¹ There may be differences between Appendix J: 2012 Mitigation and Monitoring Program Roadmap ("Roadmap") of the IS/A, whose purpose is to show the differences between mitigation measures, Standard Conditions of Approval, and recommended measures from the 2002 EIR and those from the 2012 OARB Project IS/A, and this SCA/MMRP. Any differences between the Roadmap and this SCA/MMRP represent inadvertent omissions; the Roadmap was provided for informational purposes only.

² At various places throughout the IS/A, Mitigation Measures and Standard Conditions of Approval indicate that the project sponsor, project applicant, developer, City and/or Port are responsible for implementation. Regardless of such, the City within its jurisdiction and the Port within its jurisdiction are responsible for implementing the Mitigation Measures and/or Standard Conditions of Approval. Where both the City and Port jurisdictions are involved, both entities are responsible. The Port will impose the City of Oakland SCA where the 2012 Project requires building and electrical permits, which apply to most projects at the Port. The Port Engineering Department shall review as appropriate any mitigations and SCAs for components of the Project that occur within the Port's jurisdiction.

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring	
		Schedule	Responsibility
Aesthetics, Wind and Shadows			
1. Would the project create a new source of substantial light or glare which would adversely affect daytime or nighttime views in the area?	<p>SCA-AES-1: Lighting Plan: 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.</p>	Prior to the issuance of an electrical or building permit.	City/Port
	<p>Mitigation 4.11-1: New lighting shall be designed to minimize off-site light spillage; "stadium" style lighting shall be prohibited.</p> <p>Modern security lighting is available that directs light toward a specific site, and substantially reduces spillage of light onto adjacent properties. The City and the Port shall require the use of such directional lighting as a condition of approval for redevelopment projects throughout the project area. In no case shall the City and the Port allow the use of stadium-style lighting, which directs light outward across a broad area.</p>	Prior to the issuance of an electrical or building permit.	City/Port
2. Would the project introduce structures or landscape that would now or in the future cast substantial shadow on existing solar collectors (in conflict with California Public Resources Code §§ 25980-25986), photovoltaic cells, or impair the function of a building using passive solar heat collection?	<p>Mitigation 4.11-3: New active or passive solar systems within or adjacent to the project area shall be set back from the property line a minimum of 25 feet.</p> <p>Through design review, the City shall ensure that proposed solar systems are not located in a manner that would unduly restrict design of future development. Such conflicts are to be resolved in design review. If the proposed solar system cannot be designed to accommodate adjacent actions, it shall be disallowed.</p>	Prior to the issuance of an electrical or building permit.	City/Port
	<p>Mitigation 4.11-4: New construction within the Gateway development area adjacent to a parcel containing permitted or existing active or passive solar systems shall demonstrate through design review that the proposed structures shall not substantially impair operation of existing solar systems.</p> <p>Through design review, the City shall ensure that the effectiveness an operation of existing or permitted active or passive solar systems shall not be substantially impaired. The design of the subsequent proposed structures shall be modified so as not to have such an adverse effect.</p>	Prior to the issuance of an electrical or building permit.	City
	<p>Mitigation 4.11-5: The City and Port shall coordinate with respect to the design of new, permanent buildings constructed along the Port/Gateway boundary to minimize conflicts over solar access.</p> <p>The City and Port shall coordinate with one another regarding design of subsequent redevelopment activities within their respective jurisdictions that may affect operation of solar installations in the other's jurisdiction.</p>	Prior to the issuance of an electrical or building permit.	City/Port
3. Would the project cast shadow that substantially impairs the beneficial use of any public or quasi-public park, lawn, garden, or open space?	<p>Mitigation 4.11-6: New construction adjacent to a public park or open space shall demonstrate through design review that development shall not substantially impair enjoyment of the public utilizing the space.</p> <p>Through design review, the City shall ensure that new building or landscaping shall not shade existing or proposed parks or open spaces in a manner that would make these public spaces</p>	Prior to the issuance of a building permit	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation/Implementation/ Monitoring	
		Schedule	Responsibility
	substantially less useful or enjoyable to the public. The City may require specific building placement, tiered roofs, or other means of reducing shadow effects on public opens spaces. It is not the intent of this measure to completely eliminate shade in these areas, but to reduce shade to the maximum extent feasible.		
Air Quality			
1. Would the project conflict with or obstruct implementation of the applicable air quality plan?	<p>SCA AIR-2: Construction-Related Air Pollution Controls (Dust and Equipment Emissions): 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):</p> <ul style="list-style-type: none"> 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 on all diesel-fueled commercial vehicles over 10,000 lbs. shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five minutes (as required by 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) Idling times on all diesel-fueled off-road vehicles over 25 horsepower shall be shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five minutes and fleet operators must develop a written idling policy (as required by Title 13, Section 2449 of the California Code of Regulations.) i) 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. j) 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. 	Ongoing throughout demolition, grading, and/or construction	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/Monitoring	
		Schedule	Responsibility
	<p>k) 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.</p> <p>l) All excavation, grading, and demolition activities shall be suspended when average wind speeds exceed 20 mph.</p> <p>m) Install sandbags or other erosion control measures to prevent silt runoff to public roadways.</p> <p>n) Hydroseed or apply (non-toxic) soil stabilizers to inactive construction areas (previously graded areas inactive for one month or more).</p> <p>o) 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.</p> <p>p) 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> <p>q) 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.</p> <p>r) 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.</p> <p>s) All trucks and equipment, including tires, shall be washed off prior to leaving the site.</p> <p>t) 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.</p> <p>u) All equipment to be used on the construction site and subject to the requirements of Title 13, Section 2449 of the California Code of Regulations ("California Air Resources Board Off-Road Diesel Regulations") must meet Emissions and Performance Requirements one year in advance of any fleet deadlines. The project applicant shall provide written documentation that the fleet requirements have been met.</p> <p>v) Use low VOC (i.e., ROG) coatings beyond the local requirements (i.e., BAAQMD Regulation 8, Rule 3: Architectural Coatings).</p>		
	<p>Mitigation 4.4-3: The Port shall develop and implement a criteria pollutant reduction program aimed at reducing or off-setting Port-related emissions in West Oakland from its maritime and rail operations to less than significant levels, consistent with applicable federal, state and local air quality standards. The program shall be sufficiently funded to strive to reduce emissions from redevelopment related contributors to local West Oakland air quality, and shall continually reexamine potential reductions toward achieving less than significant impacts as new technologies emerge. The adopted program shall define measurable reductions within specific time periods.</p> <p>This program shall be periodically reviewed and updated every one to three years, corresponding to regular updates of the CAP. The review and update shall include, and not be limited to, an assessment of any potential new strategies, a reassessment of funding requirements, technical</p>	Prior to starting operations	Port

Environmental Impact	Standard/Conditions of Approval/Mitigation Measures	Mitigation/Implementation/ Monitoring	
		Schedule	Responsibility
	<p>feasibility, and cost benefit assumptions. Periodic updates shall be submitted to the City/Port Liaison Committee or its equivalent.</p> <p>The pollutant reduction program shall give priority to emission reduction strategies that address PM₁₀ emissions, but shall also provide for reductions in NO_x and ROG emissions. The emission reduction program shall include a list of potential emission reduction strategies. Strategies that shall be included in the program and implemented over the buildout period include:</p> <ul style="list-style-type: none"> • The Port shall expand its existing cargo handling equipment re-powering and retrofitting program (part of the Berths 55-58 Project air quality mitigation program) to include marine and rail terminal yard equipment added or relocated as part of redevelopment build-out. • The Port shall extend its grant program (part of the Berths 55-58 Project air quality mitigation program) to provide financial incentives to tugboat operators at New Berth 21 and other Port facilities to implement emission reduction control measures or to replace tugboat engines to low NO_x technology. • The Port shall require rail terminal operators to use switch engines at the New Intermodal Facility that comply with federal air emission regulations for diesel operated locomotives as set forth in federal air regulations. In addition, the rail terminal operator and the Port are to exchange information with the goal of investigating options to accelerate compliance with Tier 0, 1 and 2 requirements of the federal regulations. • The Port shall not preclude in its design of the New Intermodal Facility the installation of an alternative fueling station and shall to the extent feasible accommodate such a fueling station. • The Port shall encourage ships to implement source control technologies when in the port area (such as reduced hoteling). <p>Other strategies to be included in the Port criteria pollutant reduction program when technically and economically feasible, include:</p> <ul style="list-style-type: none"> • Inclusion of an alternative fueling facility at the New Intermodal Facility. 		
	<p>Mitigation 4.4-4: The City and the Port shall jointly create, maintain and fund on a fair share basis, a truck diesel emission reduction program. The program shall be sufficiently funded to strive to reduce redevelopment related contributions to local West Oakland diesel emissions to less than significant levels, consistent with applicable federal, state and local air quality standards, and shall continually reexamine potential reductions toward achieving less than significant impacts as new technologies emerge. The adopted program shall define measurable reduction within specific time periods.</p> <p>This program shall be periodically reviewed and updated every one to three years, corresponding to regular updates of the CAP. The review and update shall include, and not be limited to, an assessment of any potential new strategies, a reassessment of funding requirements, technical feasibility, and cost benefit assumptions. Periodic updates shall be submitted to the City/Port Liaison</p>	Prior to operations	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/Monitoring	
		Schedule	Responsibility
	<p>Committee or its equivalent.</p> <p>The diesel emissions reduction program shall include a list of potential emission reduction strategies that shall include on-site Port improvements and/or practices; loan, grant or incentive-based programs; and on-going studies.</p> <p>Strategies that shall be included in the diesel emissions reduction program and implemented over the build-out period include the following:</p> <ol style="list-style-type: none"> 1. On-site Port improvements. <ul style="list-style-type: none"> • Configure truck parking in the Port to minimize traffic interference and reduce idling times. • Allow easy access to a truck parking facility at the Port 24-hours a day. • Synchronize traffic lights in the Port area to reduce congestion (requires coordination with the City). 2. City/Port loan or grant/incentive programs for local businesses or entities. <ul style="list-style-type: none"> • Provide incentives for re-powering, retrofitting, electrifying, or switching to alternative fuels to local businesses, franchises or truck fleets operating in West Oakland. Such businesses may include, for example, locally owned and operated trucking operations, refuse and recycling collection vehicles, school buses, Port and/or City fleet vehicles, and US Mail trucks. <p>Other strategies to be included in the diesel emissions reduction program to be examined and incorporate when technically and economically feasible, include the following:</p> <ol style="list-style-type: none"> 1. On-site Port improvements. <ul style="list-style-type: none"> • Allow trucks using alternative fuels to the head of queues or have separate gate entrances. 2. On-going studies. <ul style="list-style-type: none"> • Explore methods to minimize truck idling times at the Port. • Explore and encourage the use of alternative fuels for Port marine, rail and truck operations. • Propose and fund a random roadside heavy duty diesel vehicle (HDDV) emissions testing program and an HDDV repair subsidy program. 3. City/Port loan or grant/incentive programs for local businesses or entities. <ul style="list-style-type: none"> • Provide subsidies, training programs and/or voucher programs for local West Oakland businesses to conduct timing retard, compressions changes and other adjustments to diesel engines to reduce emissions. • Install oxidative catalyst and particulate traps on diesel engines with low NOx, alternatively fueled or electrified engines. 		

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	<p>Mitigation Measure 4.4-5: Major developers¹ shall fund on a fair share basis BAAQMD – recommended feasible Transportation Control Measures (TCMs) for reducing vehicle emissions from commercial, institutional, and industrial operations, as well as all CAP TCMs the BAAQMD has identified as appropriate for local implementation.</p> <p>Each major developer of a subsequent redevelopment activity shall fund its fair share toward some or all of the following TCMs:</p> <hr/> <p>BAAQMD-Recommended Transportation Control Measure, Modified for this Action</p> <hr/> <table border="1"> <thead> <tr> <th>Control Measure</th> <th>Measure</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Construct transit facilities such as bus turnouts/bus bulbs, benches, shelters, etc. Improve transit bus service to the area.</td> </tr> <tr> <td>2</td> <td>Design and locate buildings to facilitate transit access, e.g., locate building entrances near transit stops, eliminate building setbacks, etc.</td> </tr> <tr> <td>3</td> <td>Provide and make public transit convenient for 16th and Wood sub-district residents and tenants. <i>(Note: Not applicable to the 2012 OARB Project)</i></td> </tr> <tr> <td>4</td> <td>Encourage OARB sub-district tenants to use car pools, vanpools, and public transit by providing incentives.</td> </tr> <tr> <td>5</td> <td>Provide a shuttle to and from the West Oakland BART station</td> </tr> <tr> <td>6</td> <td>Provide on-site shops and services for employees, such as cafeteria, bank, dry cleaners, convenience market, etc.</td> </tr> <tr> <td>7</td> <td>Provide on-site child care, or contribute to off-site child care within walking distance.</td> </tr> <tr> <td>8</td> <td>Establish mid-day shuttle service from worksite to food service establishments/commercial areas.</td> </tr> <tr> <td>9</td> <td>Provide preferential parking for carpool and vanpool vehicles</td> </tr> <tr> <td>10</td> <td>Implement parking fees for single occupancy vehicle commuters.</td> </tr> <tr> <td>11</td> <td>Provide secure, weather-protected bicycle parking for employees.</td> </tr> <tr> <td>12</td> <td>Provide safe, direct access for bicyclists to adjacent bicycle routes.</td> </tr> <tr> <td>13</td> <td>Provide showers and lockers for employees bicycling or walking to work.</td> </tr> </tbody> </table>	Control Measure	Measure	1	Construct transit facilities such as bus turnouts/bus bulbs, benches, shelters, etc. Improve transit bus service to the area.	2	Design and locate buildings to facilitate transit access, e.g., locate building entrances near transit stops, eliminate building setbacks, etc.	3	Provide and make public transit convenient for 16th and Wood sub-district residents and tenants. <i>(Note: Not applicable to the 2012 OARB Project)</i>	4	Encourage OARB sub-district tenants to use car pools, vanpools, and public transit by providing incentives.	5	Provide a shuttle to and from the West Oakland BART station	6	Provide on-site shops and services for employees, such as cafeteria, bank, dry cleaners, convenience market, etc.	7	Provide on-site child care, or contribute to off-site child care within walking distance.	8	Establish mid-day shuttle service from worksite to food service establishments/commercial areas.	9	Provide preferential parking for carpool and vanpool vehicles	10	Implement parking fees for single occupancy vehicle commuters.	11	Provide secure, weather-protected bicycle parking for employees.	12	Provide safe, direct access for bicyclists to adjacent bicycle routes.	13	Provide showers and lockers for employees bicycling or walking to work.	Prior to operations	City/Port
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¹ Defined as City, Port, and private developers whose subsequent redevelopment activity would generate more than 20,000 square feet of employment-generating land uses, or that would generate 100 or greater local jobs.

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:											
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	<p>14 Provide direct, safe, attractive pedestrian access from project to transit stops and adjacent development.</p> <p>15 Provide neighborhood-serving shops and services within or adjacent to the 16th and Wood sub-district. <i>(Note: Not applicable to the 2012 OARB Project)</i></p> <p>Source: BAAQMD 1996, as amended through 1999. Based on Table 15: "Mitigation Measures for Reducing Motor Vehicle Emissions from Commercial, Institutional, and Industrial Projects."</p> <p>Each major developer of a subsequent redevelopment activity shall also fund its fair share of the following CAP TCMs, which the BAAQMD has identified as appropriate for local implementation, with redevelopment-specific modifications:</p> <table border="1"> <thead> <tr> <th>CAP TCMs</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>1. Support Voluntary Employer-Based Trip Reduction Programs</td> <td>The City and Port will explore ways to promote transit use and support employer-based trip reduction programs through development incentives such as density bonuses, reduced parking requirements, incentives for permanent bicycle facilities, etc. The City will encourage development of transit transfer stations near employment concentrations in the Gateway development area and 16th/Wood sub-district.</td> </tr> <tr> <td>9. Improve Bicycle Access and Facilities</td> <td>Redevelopment includes extensive multi-use trails serving as both "spine" thoroughfares and "spurs" connecting main trails to the Oakland waterfront. The City and Port will encourage employers and developers to provide permanent bicycle facilities.</td> </tr> <tr> <td>12. Improve Arterial Traffic Management</td> <td>Maritime Street and other roadways in the project area will include facilities to encourage bicycling and walking. Roadways and intersections will be designed to operate at City-standard LOS, to facilitate traffic flow and avoid unnecessary queuing.</td> </tr> <tr> <td>15. Local Air Policies and Programs</td> <td>Redevelopment as presented in Chapter 2.0 Project Description and Chapters 3.3 Air Quality and 3.16 Transportation and Traffic (in the 2012 OARB Project Initial Study/Addendum), incorporate land uses such as a rail terminal in conjunction with logistics uses, and measures intended to reduce the number and length of truck trips and single-occupant automobile trips.</td> </tr> </tbody> </table>	CAP TCMs	Description	1. Support Voluntary Employer-Based Trip Reduction Programs	The City and Port will explore ways to promote transit use and support employer-based trip reduction programs through development incentives such as density bonuses, reduced parking requirements, incentives for permanent bicycle facilities, etc. The City will encourage development of transit transfer stations near employment concentrations in the Gateway development area and 16 th /Wood sub-district.	9. Improve Bicycle Access and Facilities	Redevelopment includes extensive multi-use trails serving as both "spine" thoroughfares and "spurs" connecting main trails to the Oakland waterfront. The City and Port will encourage employers and developers to provide permanent bicycle facilities.	12. Improve Arterial Traffic Management	Maritime Street and other roadways in the project area will include facilities to encourage bicycling and walking. Roadways and intersections will be designed to operate at City-standard LOS, to facilitate traffic flow and avoid unnecessary queuing.	15. Local Air Policies and Programs	Redevelopment as presented in Chapter 2.0 Project Description and Chapters 3.3 Air Quality and 3.16 Transportation and Traffic (in the 2012 OARB Project Initial Study/Addendum), incorporate land uses such as a rail terminal in conjunction with logistics uses, and measures intended to reduce the number and length of truck trips and single-occupant automobile trips.		
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	<p>17. Conduct Demonstration Projects</p> <p>The City will encourage through development incentives demonstration projects for fleet electrification or alternative fueling. In addition, the Port will not preclude alternative fueling in its design of rail facilities.</p>		
	<p>19. Pedestrian Travel</p> <p>OARB and Maritime sub-districts will include multi-use trails to encourage safe pedestrian travel.</p>		
	<p>20. Promote Traffic Calming Measures</p> <p>Redevelopment will include traffic calming measures to the extent appropriate, consistent with the General Plan and sound traffic management of the project area.</p> <p>Source: BAAQMD CEQA Guidelines, revised 1999 Table 5.</p> <p>These TCMS shall be coordinated with transportation demand management (TDM) measures implemented under SCA TRANS-1.</p>		
	<p><u>SCA TRANS-1: Parking and Transportation Demand Management</u>, see Traffic and Transportation section below.</p>		
2. Would the project violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<p>See above for SCA AIR-2 and 2002 EIR Mitigation Measures 4.4-3, 4.4-4, 4.4-5</p>		
	<p><u>SCA AIR-1: Construction Management Plan</u>: 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 to construction impacts of the project and explains how the project applicant will comply with these construction-related conditions of approval and mitigation measures.</p>	<p>Prior to issuance of a demolition, grading, or building permit</p>	<p>City/Port</p>
	<p>Mitigation 4.4-6: Title 24 of the International Building Code (IBC) requires that new construction include energy-conserving fixtures and designs. Additionally, the City and Port shall implement sustainable development policies and strategies related to new development design and construction. Implementation of IBC requirements would reduce the need for space and water heating that would emit pollutants.</p> <p>City and Port policies and strategies shall be conditioned for all new development within the redevelopment project area. Specific examples may include, and are not limited to the following:</p> <ul style="list-style-type: none"> • Wood fire heating shall be prohibited in new live/work development. • Where siting allows and where feasible, buildings shall be oriented to take advantage of passive and active climate control designs. • To the maximum extent feasible, central water heating systems shall be installed. 	<p>Prior to issuance of a demolition, grading, or building permit</p>	<p>City/Port</p>

Environmental Impact	Standard/Conditions of Approval/Mitigation Measures	Mitigation Implementation/Monitoring:	
		Schedule	Responsibility
<p>3. Would the project result in a cumulatively considerable net increase of any criteria air pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?</p>	<p>See above for SCA AIR-2 and 2002 EIR Mitigation Measures 4.4-3, 4.4-4, 4.4-5 and 4.4-6</p> <p>Mitigation Measure 5.4-1: The City and the Port shall encourage, lobby, and potentially participate in emission reduction demonstration projects that promote technological advances in improving air quality.</p> <p>Such encouragement, lobbying, and participation may include the following:</p> <ul style="list-style-type: none"> • Retrofitting locomotive engines to meet current federal standards. • Using reduced sulfur fuels in ships while the ships are in the San Francisco Bay. • Treating NO_x with selective catalytic reductions. • Implementing random roadside emissions tests and develop a system of fines for trucks not in compliance with emission regulations. • Establishing emissions-based berthing fees. • Buying relatively old, highly polluting cars to take them off the road. <p>Although these programs may assist in advancing emission reduction technologies or implementing emission reduction methods, the incremental contribution of the redevelopment program would remain cumulatively considerable, and the cumulative impact on air quality remains significant and unavoidable</p>	Pre-operations; Operations	City/Port
<p>4. Would the project result in a cumulatively considerable net increase of any criteria air pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?</p>	<p>See above SCA AIR-1, SCA AIR-2 and 2002 EIR Mitigation Measures 4.4-3, 4.4-4, 4.4-5 and 4.4-6</p> <p>SCA AIR-3: Exposure to Air Pollution (Toxic Air Contaminants: Particulate Matter):</p> <p>A. Indoor Air Quality: In accordance with the recommendations of the California Air Resources Board (ARB) 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 <u>one</u> of the following methods:</p> <ol style="list-style-type: none"> 1) The project applicant shall retain a qualified air quality consultant to prepare a health risk assessment (HRA) in accordance with the ARB 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 	Prior to issuance of a demolition, grading, or building permit	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	<p>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.</p> <ul style="list-style-type: none"> 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. <p>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.</p>		

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
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Biological Resources			
<p>1. Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?</p>	<p>SCA BIO-1: Tree Removal During Breeding Season: 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 through 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-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.</p>	Prior to issuance of a tree removal permit	City/Port
	<p>SCA BIO-5 Regulatory Permits and Authorizations: Prior to construction in or near the water, the project applicant shall obtain all necessary regulatory permits and authorizations, including without limitation, from the U.S. Army Corps of Engineers (Corps), Regional Water Quality Control Board (RWQCB), San Francisco Bay Conservation and Development Commission (BCDC) and the City of Oakland, and shall comply with all conditions issued by applicable agencies. Required permit approvals and certifications may include, but not be limited to the following:</p> <ul style="list-style-type: none"> a) U.S. Army Corps of Engineers (Corps): Section 404. Permit approval from the Corps shall be obtained for the placement of dredge or fill material in Waters of the U.S., if any, within the interior of the project site, pursuant to Section 404 of the federal Clean Water Act. b) Regional Water Quality Control Board (RWQCB): Section 401 Water Quality Certification. Certification that the project will not violate state water quality standards is required before the Corps can issue a 404 permit, above. c) San Francisco Bay Conservation and Development Commission (BCDC) approvals. 	Prior to issuance of a demolition, grading, or building permit within vicinity of the shoreline	City/Port
	<p>Mitigation Measure 4.12-5: A qualified observer shall be present on site during all in-water construction activities near potential herring spawning areas between December 1 and March 1.</p> <p>This measure shall be enforced via contract specifications. The observer shall have the authority to redirect, but not to stop work.</p>	During construction	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation/Implementation/ Monitoring	
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	<p>Mitigation Measure 4.12-6: If spawning is observed, in-water construction activities shall be redirected for 200 meters around the spawning area for two weeks.</p> <p>Work may resume in the spawning area after two weeks, providing additional spawning does not occur. This measure shall be enforced via contract specifications.</p>	During construction	City/Port
	<p>Mitigation Measure 4.12-10: The Port shall continue to enforce its tariff requirements regarding ballast water and if the State law sunsets, shall implement the remainder of its ballast water ordinance, as it may be amended from time to time.</p> <p>Item No. 02215 of the Port's tariff (its operating rules and regulations) defines the Port's Ballast Water Management Program. Among other things, the Port's program compiles information regarding the ballasting behavior of carriers calling at the Port of Oakland. This information is expected to be valuable in crafting durable solutions to the problems ballast water-borne invasive species pose to the ecology of the Bay, and to invasive species issues elsewhere. This mitigation measure would continue the Port's program through the build-out year of this project, or 2020, or until required by regulatory permit conditions, whichever is later. Should portions of the Port's program be redundant to federal, state, or regional programs, or be pre-empted by such programs, the Port will continue to operate those non-pre-empted portions of its program that provide information not obtained through other programs.</p>	During construction	Port
	<p>Modified Mitigation Measure 4.12-11: The Port, and developer and sub-tenants at Berths 7 and 8 (Wharves 6½ and 7), shall continue to develop and implement a carrier ballast water education program.</p> <p>Either by itself or by participating in programs by others, e.g., Sea Grant, the Port and developer and sub-tenants at Berths 7 and 8 (Wharves 6½ and 7), shall create a program to educate ocean carriers regarding the potential harm of ballasting activities. The program shall at a minimum, include the following elements:</p> <ul style="list-style-type: none"> • Educate carriers to all applicable regulations and guidelines. • Inform carriers of the benefits of ships constructed with internal ballast water transfer systems. These systems allow ballast water to be shifted internally from tank to tank, minimizing or eliminating the need for discharge of ballast water when ships are at berth • Encourage carriers to purchase internally-ballasting vessels when they place orders for new ships. • Educate carriers regarding potential benefits of reducing ballast water discharges, even if ballast water has already been exchanged in the open ocean. 	Operations	City/Port
	<p>Modified Mitigation Measure 4.12-12: The Port, and developer and sub-tenants at Berths 7 and 8 (Wharves 6½ and 7), shall support international and United States efforts to adopt uniform international or national standards to avoid introduction of exotic species through shipping activities.</p> <p>The Port, and developer and sub-tenants at Berths 7 and 8 (Wharves 6½ and 7) shall provide in-kind</p>	Operations	City/Port

Environmental Impact	Standard/Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring	
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	(personnel) support to assist international and U.S. entities to develop and adopt a uniform set of standards to reduce the risk of invasive species. In order to achieve optimal environmental success and to maintain a competitive market between ports, it is important that such standards be effective and uniformly applied.		
	<p>Mitigation Measure 3.4-1a: The developer shall submit a Landscape Plan for City review and approval. The plan shall not include tall ornamental trees that could provide perches for raptors in the northern project site, in the vicinity of Gateway Park.</p> <p>Mitigation Measure 3.4-1b: The developer shall submit a Lighting Plan for City review and approval. The plan shall note that raptor deterrents shall be placed on light standards in the northern project site, in the vicinity of Gateway Park, or lighting fixtures or posts in the area shall have limited horizontal elements which could be used as perches.</p>	Prior to issuance of a building permit, associated with the Planned Unit Development (PUD) process	City/Port
2. Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	See above for Modified 2002 EIR Mitigation Measures 4.12-11 and 4.12-12		
3. Would the project have a substantial adverse effect on federally protected wetlands (as defined by Section 404 of the Clean Water Act) or state protected wetlands, through direct removal, filling, hydrological interruption, or other means?	See above for SCA BIO-5		
4. Would the project substantially interfere with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	See above for Mitigation Measures 4.12-5, 4.12-6, 4.12-11 and 4.12-12		
5. Would the project fundamentally conflict with the City of Oakland Tree Protection Ordinance (Oakland Municipal Code (OMC) Chapter	<p><u>SCA BIO-2: Tree Removal Permit:</u> 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.</p>	Prior to issuance of a demolition, grading, or building permit.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation/Implementation/Monitoring	
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12.36) by removal of protected trees under certain circumstances?	<p>SCA BIO-3: Tree Replacement Plantings: 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:</p> <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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. 	Prior to issuance of a final inspection of the building permit.	City/Port
	<p>SCA BIO-4: Tree Protection During Construction: 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:</p> <ul style="list-style-type: none"> 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 	Prior to issuance of a demolition, grading, or building permit.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/Monitoring	
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	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>		
Cultural Resources			
<p>I. Would the project cause a substantial adverse change in the significance of a historical resource as defined in <i>CEQA Guidelines</i> Section 15064.5? Specifically, a substantial adverse change includes physical demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of the historical resource would be "materially impaired?"</p>	<p>SCA CULT-4: Compliance with Policy 3.7 of the Historic Preservation Element (Property Relocation Rather than Demolition)</p> <p>The project applicant shall make a good faith effort to relocate the buildings considered contributors to the Historic District to a site acceptable to the Planning and Zoning Division and the Oakland Culmral Heritage Survey. Good faith efforts include, at a minimum, the following:</p> <p>a) Advertising the availability of the building by: (1) posting of large visible signs (such as banners, at a minimum of 3' x 6' size or larger) at the site; (2) placement of advertisements in Bay Area news media acceptable to the City ;and (3) contacting neighborhood associations and for-profit and not-for-profit housing and preservation organizations;</p> <p>b) Maintaining a log of all the good faith efforts and submitting that along with photos of the subject building showing the large signs (banners) to the Planning and Zoning Division;</p> <p>c) Maintaining the signs and advertising in place for a minimum of 90 days; and</p>	<p>Prior to issuance of a demolition permit</p>	<p>City/Port</p>

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	d) Making the building available at no or nominal cost (the amount to be reviewed by the Oakland Cultural Heritage Survey) until removal is necessary for construction of a replacement project, but in no case for less than a period of 90 days after such advertisement.		
	<p>Mitigation Measure 4.6-2: The City, Port and OARB sub-district developers shall fund on a fair-share basis development of a commemoration site, including preparation of a Master Plan for such a site, at a public place located within the Gateway development area. The City shall ensure that the scale and scope of the commemoration site reflects the actual loss of historic resources.</p> <p>Land shall be set aside for development of a commemoration site at a publicly accessible place located within the Gateway development area (potentially the Gateway Park at the Bay Bridge touchdown peninsula). The commemoration site should include relocated physical elements of the OARB Historic District, along with appropriate monument(s) to memorialize the contributions of civilians and the military in the Bay Area to all wars.</p> <ul style="list-style-type: none"> An appropriate location shall be set aside for development of a commemoration site. The commemoration site shall be at a publicly accessible place. It may be located within or adjacent to any historic district contributor buildings that are preserved on a permanent basis (see Mitigation Measure 4.6-16). If that is not feasible, another potential location is within or near to the Gateway Park. A design plan for the commemoration site shall be prepared, and shall include the design of monuments and the selection of appropriate relocated physical elements from the OARB, potentially including relocated structures or portions of structures to be included in the site. The City and the Port shall identify structures and/or portions of structures to be preserved or moved to the commemoration site prior to demolition. The master planning process should involve the City and the Port, the public and interested historical and veterans groups, historic experts, and other public agencies. Implementation of the commemoration site master plan may be phased along with the timing of new development. The master plan shall include an endowment to be funded by the City and the Port, or their designee, for on-going maintenance and replacement and may also include curator costs associated with commemoration site and with trail signage, exhibits, and design elements as described below. The City and the Port shall develop an ongoing outreach program informing the public of the importance of the OARB to the community and the region, and of the existence of the commemorative site. 	Prior to approval of PUD.	City/Port
	<p>Mitigation Measure 4.6-3: The City shall ensure the commemoration site is linked to the Gateway Park and the Bay Trail via a public access trail.</p> <p>Within the Gateway development area, this trail may be located along the shoreline. Beyond the Gateway, the trail would follow the new alignment of Maritime Street, connecting to 7th Street,</p>	Prior to approval of PUD.	City/Port

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	<p>which connects to the Port's Middle Harbor Shoreline Park and other existing and planned trail segments.</p> <ul style="list-style-type: none"> The design and development of this on-site trail shall include a series of interpretive panels, exhibits and design elements that communicate the scope and historical significance of Base activities and their impact on the community throughout the life of the Base. A brochure shall be developed and made available describing the history of the Army Base that could be used as a self-guided tour, related to the interpretive panels and exhibits described above. 		
	<p>Mitigation Measure 4.6-5: The City, Port, and OARB sub-district developers shall fund on a fair share basis collaboration with "military.com" or a similar military history web site.</p> <ul style="list-style-type: none"> The parties shall fund development of an interactive web page to be provided to military.com or other web-based organization where former military personnel can be connected to the OARB documentation. A list of list of draftees/enlistees processed through the OARB during WWII and the Korean and Vietnam Wars may be an element of such a site. 	Prior to issuance of a building permit	City/Port
	<p>Mitigation Measure 4.6-7: If determined of significant historical educational value by the Oakland Landmarks Preservation Advisory Board and the Oakland Heritage Alliance, the City, Port, and OARB sub-district developers shall fund on a fair share basis distribution of copies of "A Job Well Done" documentary video published by the Army.</p> <p>The Army has produced a television broadcast-quality video documentary that describes the mission and historical significance of the OARB. This documentary is not widely distributed, and has not been viewed by the Oakland Landmarks Preservation Advisory Board or the Oakland Heritage Alliance. This documentary is currently available to the public, but is not widely distributed. This mitigation measure will ensure that the documentary is widely distributed and made available to a larger audience interested in the history of the Base. It will also offset the modification and/or destruction of many of the historic buildings on the base, preserve their images, and provide a description of their function and role to the interested public. Copies of the video shall be distributed to: the Oakland History Room, Oakland Public Library, Bancroft Library, University of California; the Port of Oakland Archives; local public schools and libraries; and local public broadcasting stations. Funding shall also be used to copy this video onto more permanent archive-stable medium such as a CD.</p>	Prior to issuance of a building permit	City/Port
	<p>Mitigation Measure 4.6-9: The City, Port, and OARB sub-district developers shall fund on a fair share basis a program to salvage as whole timber posts, beams, trusses and siding of warehouses to be deconstructed. These materials shall be used on site if deconstruction is the only option. Reuse of a warehouse building or part of a warehouse building at its current location, or relocated to another Gateway location is preferable.</p>	Prior to issuance of a building permit	City/Port

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	<p>To the extent feasible, these materials shall be used in whole, on site, in the construction of new buildings within the Gateway development area. Special consideration shall be given to the use of these materials at the commemoration site through the site's Master Planning effort.</p> <p>If on-site reuse is found infeasible, opportunities shall be sought for reuse of these materials in other East Bay Area construction, or be sold into the recycled construction materials market. Landfill disposal of salvageable construction material from contributing historic structures shall be prohibited by contract specification. Salvage and reuse requirements shall be enforced via contract specification.</p> <p>Salvage operations shall employ members of local job-training bridge programs (Youth Employment Program, Joint Apprenticeship Training Committee, Homeless Collaborative) or other similar organizations, if feasible, to provide construction-training opportunities to Oakland residents.</p> <p>Salvage and reuse of the timber from these structures will help to reduce the impacts on the environment and save this ecologically and historically valuable material for reuse in the local community.</p>		
	<p>Mitigation Measure 4.6-10: The City, Port, and OARB sub-district developers shall fund on a fair share basis production of a brochure describing history and architectural history of the OARB.</p> <ul style="list-style-type: none"> The brochure shall be distributed to local libraries and schools, and be made available to the public at select pick-up and drop-off locations along the Bay Trail to be used for self-guided tours. This brochure shall build upon the previously completed historical documentation produced by the Port of Oakland, the Navy, and the Army for previous projects and on the original research completed for preparation of the Historical Resource Documentation Program and book. This brochure shall will document the history of the redevelopment area and provide references to where more detailed information about the Base may be found. 	Prior to issuance of a building permit	City/Port
	<p>Modified Mitigation Measure 4.6-14: No demolition or deconstruction of contributing structures to the OARB Historic District shall occur until a master plan and/or Lease Disposition and Development Agreement has been approved by the City, and demolition or deconstruction of a building is required to realize the master infrastructure development plan necessary for approved redevelopment activities, in conformity with applicable General Plan Historic Preservation Element and City of Oakland Planning requirements.³</p>	Approval of master plan and/or Lease Disposition and Development Agreement	City/Port

³ The 2002 EIR mitigation measure 4.6-14 states that the Port shall not demolish or deconstruct structures until h has approved a final development plan for the relevant new facility or facilities. This requirement shall continue to apply to the Port in the absence of a Lease Disposition and Development Agreement.

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<p>2. Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to <i>CEQA Guidelines</i> Section 15064.5?</p>	<p>SCA CULT-1: Archaeological Resources:</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>d) Require storage (curation) of recovered materials, such as artifacts and soil samples, and records generated by an archaeological study in a facility that allows access to the materials.</p>	<p>Ongoing throughout demolition, grading, and/or construction.</p>	<p>City/Port</p>

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3. Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	SCA CULT-3: Paleontological Resources: 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 under the criteria set forth in Section 15064.5 of the CEQA Guidelines. 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.	Ongoing throughout demolition, grading, and/or construction.	City/Port
4. Would the project disturb any human remains, including those interred outside of formal cemeteries?	SCA CULT-2: Human Remains: 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.	Ongoing throughout demolition, grading, and/or construction	City/Port
Geology and Soils			
1. Would the project expose people or structures to substantial risk of loss, injury, or death involving: i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map or Seismic Hazards Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to California Geological Survey 42 and 117 and Public Resources Code section 2690 et. seq.; ii) Strong seismic ground shaking; iii) Seismic-related ground	SCA GEO-2: Soils Report: A preliminary soils report for each construction site within the project area shall be required as part of this project and submitted for review and approval by the Building Services Division. The soils reports shall be based, at least in part, on information obtained from on-site testing. Specifically the minimum contents of the report should include: A. Logs of borings and/or profiles of test pits and trenches: a) The minimum number of borings acceptable, when not used in combination with test pits or trenches, shall be two (2), when in the opinion of the Soils Engineer such borings shall be sufficient to establish a soils profile suitable for the design of all the footings, foundations, and retaining structures. b) The depth of each boring shall be sufficient to provide adequate design criteria for all proposed structures. c) All boring logs shall be included in the soils report.	Prior to issuance of demolition, grading or building permit	City/Port

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failure, including liquefaction, lateral spreading, subsidence, collapse; iv) Landslides?	<p>B. Test pits and trenches</p> <p>a) Test pits and trenches shall be of sufficient length and depth to establish a suitable soils profile for the design of all proposed structures.</p> <p>b) Soils profiles of all test pits and trenches shall be included in the soils report.</p> <p>C. A plat shall be included which shows the relationship of all the borings, test pits, and trenches to the exterior boundary of the site. The plat shall also show the location of all proposed site improvements. All proposed improvements shall be labeled.</p> <p>D. Copies of all data generated by the field and/or laboratory testing to determine allowable soil bearing pressures, shear strength, active and passive pressures, maximum allowable slopes where applicable and any other information which may be required for the proper design of foundations, retaining walls, and other structures to be erected subsequent to or concurrent with work done under the grading permit.</p> <p>E. Soils Report. A written report shall be submitted which shall include, but is not limited to, the following:</p> <p>a) Site description;</p> <p>b) Local and site geology;</p> <p>c) Review of previous field and laboratory investigations for the site;</p> <p>d) Review of information on or in the vicinity of the site on file at the Information Counter, City of Oakland, Office of Planning and Building;</p> <p>e) Site stability shall be addressed with particular attention to existing conditions and proposed corrective attention to existing conditions and proposed corrective actions at locations where land stability problems exist;</p> <p>f) Conclusions and recommendations for foundations and retaining structures, resistance to lateral loading, slopes, and specifications, for fills, and pavement design as required;</p> <p>g) Conclusions and recommendations for temporary and permanent erosion control and drainage. If not provided in a separate report they shall be appended to the required soils report;</p> <p>h) All other items which a Soils Engineer deems necessary;</p> <p>i) The signature and registration number of the Civil Engineer preparing the report.</p> <p>F. The Director of Planning and Building may reject a report that she/he believes is not sufficient. The Director of Planning and Building may refuse to accept a soils report if the certification date of the responsible soils engineer on said document is more than three years old. In this instance, the Director may require that the old soils report be recertified, that an addendum to the soils report be submitted, or that a new soils report be provided.</p>		

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	<p>SCA-GEO-3: Geotechnical Report:</p> <p>a) A site-specific, design level, landslide or liquefaction geotechnical investigation for each construction site within the project area shall be required as part of this project and submitted for review and approval by the Building Services Division. Specifically:</p> <ol style="list-style-type: none"> i. Each investigation shall include an analysis of expected ground motions at the site from identified faults. The analyses shall be accordance with applicable City ordinances and polices, and consistent with the most recent version of the California Building Code, which requires structural design that can accommodate ground accelerations expected from identified faults. ii. The investigations shall determine final design parameters for the walls, foundations, foundation slabs, surrounding related improvements, and infrastructure (utilities, roadways, parking lots, and sidewalks). iii. The investigations shall be reviewed and approved by a registered geotechnical engineer. All recommendations by the project engineer, geotechnical engineer, shall be included in the final design, as approved by the City of Oakland. iv. The geotechnical report shall include a map prepared by a land surveyor or civil engineer that shows all field work and location of the "No Build" zone. The map shall include a statement that the locafions and limitations of the geologic feamres are accurate representations of said features as they exist on the ground, were placed on this map by the surveyor, the civil engineer or under their supervision, and are accurate to the best of their knowledge. v. Recommendations that are applicable to foundation design, earthwork, and site preparation that were prepared prior to or during the projects design phase, shall be incorporated in the project. vi. Final seismic considerations for the site shall be submitted to and approved by the City of Oakland Building Services Division prior to commencement of the project. vii. A peer review is required for the Geotechnical Report. Personnel reviewing the geologic report shall approve the report, reject it, or withhold approval pending the submission by the applicant or subdivider of further geologic and engineering studies to more adequately define active fault traces. <p>b) Tentative Tract or Parcel Map approvals shall require, but not be limited to, approval of the Geotechnical Report.</p>	Prior to issuance of demolition, grading or building permit	City/Port
	<p>Mitigation 4.13-1: Redevelopment elements shall be designed in accordance with criteria established by the IBC, soil investigation and construction requirements established in the Oakland General Plan, the Bay Conservation and Development Commission Safety of Fill Policy, and wharf design criteria established by the Port or City of Oakland (depending on the location of the wharf).</p>	Prior to issuance of demolition, grading or building permit	City/Port

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	<p>The IBC requires structures in the San Francisco Bay Area to be designed to withstand a ground acceleration of 0.4 g or the most current standard. A licensed engineer should monitor construction activities to ensure that the design and construction criteria are followed.</p> <p>The Health and Safety element of the Oakland General Plan requires a soils and geologic report be submitted to the Department of Public Works (DPW) prior to the issuance of any building permit. The Oakland General Plan also requires all structures of three or more stories to be supported on pile foundations that penetrate Bay Mud deposits, and to be anchored in firm, non-compressible materials unless geotechnical findings indicate a more appropriate design. The General Plan also provides for the identification and evaluation of existing structural hazards and abatement of those hazards to acceptable levels of risk.</p> <p>To comply with the BCDC safety of fill policy, the plans and specifications for the placement of Bay fill will be submitted to the BCDC Engineering Criteria Review Board for review and approval.</p> <p>The Port of Oakland has developed wharf design criteria to be used in the design, construction, reconstruction, and repairs of existing and future wharf structures, except in the event that current engineering practice requires adjustments or modification of the wharf design criteria. All construction associated with New Berth 21 must adhere to the wharf design criteria established by the Port of Oakland. A licensed engineer should monitor construction activities to ensure that the design and construction criteria are followed.</p> <p>The City shall adopt wharf design criteria and apply them to any wharf in the City's jurisdiction.</p>		
	<p>Mitigation 4.13-2: Redevelopment elements shall be designed and constructed in accordance with requirements of a site-specific geotechnical evaluation.</p> <p>Site-specific geotechnical, soils, and foundation investigation reports shall be prepared by a licensed geotechnical or soil engineer experienced in construction methods on fill materials in an active seismic area. The reports shall provide site-specific construction methods and recommendations regarding grading activities, fill placement, compaction, foundation construction, drainage control (both surface and subsurface), and seismic safety. Designers and contractors shall comply with recommendations in the reports. A licensed geotechnical or soil engineer shall monitor earthwork and construction activities to ensure that recommended site-specific construction methods are followed.</p> <p>The Oakland General Plan requires all structures of three or more stories to be supported on pile foundations that penetrate Bay Mud deposits and to be anchored in firm, non-compressible materials unless geotechnical findings indicate a more appropriate design. The General Plan also provides for the identification and evaluation of existing structural hazards and abatement of those hazards to acceptable levels of risk.</p>	Prior to issuance of demolition, grading or building permit	City/Port
2. Would the project result in substantial soil erosion or loss of topsoil, creating substantial risks to life, property, or	See Hydrology and Water Quality section below for SCA HYD-1 through SCA HYD-4		
	<u>SCA GEO-1: Erosion and Sedimentation Control Plan:</u>	Prior to issuance of	City/Port

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creeks/waterways?	<p><i>Prior to issuance of a demolition, grading, or building permit.</i></p> <p>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.</p> <p><i>Ongoing throughout and construction activities</i></p> <p>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.</p>	a demolition, grading, or building permit; and ongoing throughout and construction activities (refer to SCA language to the left)	
3. Would the project be located on expansive soil, as defined in section 1802.3.2 of the California Building Code (2007, as it may be revised), creating substantial risks to life or property?	See above for SCA GEO-2 and SCA GEO-3		
4. Would the project be located above a well, pit, swamp, mound, tank vault; or unmarked sewer line, creating substantial risks to life or property?	See above for SCA GEO-2 and SCA GEO-3 and Mitigation Measure 4.13-2		
	<p>Mitigation 4.13-4: The project applicant shall thoroughly review available building and environmental records.</p> <p>The City and Port shall keep a record of, and the designer shall review, available plans, and facility, building, and environmental records in order to identify underground utilities and facilities, so that these may be either avoided or incorporated into design as relevant.</p>	Prior to issuance of demolition, grading or building permit; and on-going	City/Port
	Mitigation 4.13-5: The developer shall perform due diligence, including without limitation, retaining the services of subsurface utility locators and other technical experts prior to any ground-	Prior to issuance of demolition, grading	City/Port

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	<p>disturbing activities.</p> <p>The contractor shall utilize Underground Service Alert or other subsurface utility locators to identify and avoid underground utilities and facilities during construction of redevelopment elements. The contractor shall keep a record of its contacts regarding underground features, and shall make these records available to the City or Port upon request. This condition shall be enforced through contract specification.</p>	or building permit, and on-going	
5. Would the project be located above landfills for which there is no approved closure or post-closure plan, or unknown fill soils, creating substantial risks to life or property?	See above for SCA-GEO-2 and Mitigation Measures 4.13-2, 4.13-4, and 4.13-5		
Greenhouse Gas Emissions			
1. Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<p>SCA GCC-1: Greenhouse Gas (GHG) Reduction Plan: The project applicant shall retain a qualified air quality consultant to develop a Greenhouse Gas (GHG) Reduction Plan for City review and approval. The applicant shall implement the approved GHG Reduction Plan.</p> <p>The goal of the GHG Reduction Plan shall be to increase energy efficiency and reduce GHG emissions by at least 20 percent, with a goal of 36 percent below the project's "adjusted" baseline GHG emissions (as explained below) to help achieve the City's goal of reducing GHG emissions. The GHG Reduction Plan shall include, at a minimum, (a) a detailed GHG emissions inventory for the project under a "business-as-usual" scenario with no consideration of project design features, or other energy efficiencies, (b) an "adjusted" baseline GHG emissions inventory for the project, taking into consideration energy efficiencies included as part of the project (including the City's Standard Conditions of Approval, proposed mitigation measures, project design features, and other City requirements), (c) a comprehensive set of quantified <u>additional</u> GHG reduction measures available to further reduce GHG emissions beyond the adjusted GHG emissions, and (d) requirements for ongoing monitoring and reporting to demonstrate that the additional GHG reduction measures are being implemented. If the project is to be constructed in phases, the GHG Reduction Plan shall provide GHG emission scenarios by phase.</p> <p>Specifically, the applicant/sponsor shall adhere to the following:</p> <p>a) GHG Reduction Measures Program. Prepare and submit to the City Planning Director or his/her designee for review and approval a GHG Reduction Plan that specifies and quantifies GHG reduction measures that the project will implement by phase.</p> <p>Potential GHG reduction measures to be considered include, but are not be limited to, measures recommended in BAAQMD's latest CEQA Air Quality Guidelines, the California Air Resources Board Scoping Plan (December 2008, as may be revised), the California Air</p>	Prior to approval of PUD.	City/Port

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	<p>Pollution Control Officers Association (CAPCOA) Quantifying Greenhouse Gas Mitigation Measures Document (August 2010, as may be revised), the California Attorney General's website, and Reference Guides on Leadership in Energy and Environmental Design (LEED) published by the U.S. Green Building Council.</p> <p>The proposed GHG reduction measures must be reviewed and approved by the City Planning Director or his/her designee. The types of allowable GHG reduction measures include the following (listed in order of City preference): (1) physical design features; (2) operational features; and (3) the payment of fees to fund GHG-reducing programs (i.e., the purchase of "offset carbon credits," pursuant to item "b" below).</p> <p>The allowable locations of the GHG reduction measures include the following (listed in order of City preference): (1) the project site; (2) off-site within the City of Oakland; (3) off-site within the San Francisco Bay Area Air Basin; (4) off-site within the State of California; then (5) elsewhere in the United States.</p> <p>b) <i>Offset Carbon Credits Guidelines.</i> For GHG reduction measures involving the purchase of offset carbon credits, evidence of the payment/purchase shall be submitted to the City Planning Director or his/her designee for review and approval prior to completion of the project (or prior to completion of the project phase, if the project includes more one phase).</p> <p>As with preferred locations for the implementation of all GHG reductions measures, the preference for offset carbon credit purchases include those that can be achieved as follows (listed in order of City preference): (1) within the City of Oakland; (2) within the San Francisco Bay Area Air Basin; (3) within the State of California; then (4) elsewhere in the United States. The cost of offset carbon credit purchases shall be based on current market value at the time purchased and shall be based on the Project's operational emissions estimated in the GHG Reduction Plan or subsequent approved emissions inventory, which may result in emissions that are higher or lower than those estimated in the GHG Reduction Plan.</p> <p>c) <i>Plan Implementation and Documentation.</i> For physical GHG reduction measures to be incorporated into the design of the project, the measures shall be included on the drawings submitted for construction-related permits. For operational GHG reduction measures to be incorporated into the project, the measures shall be implemented on an indefinite and ongoing basis beginning at the time of project completion (or at the completion of the project phase for phased projects).</p> <p>For physical GHG reduction measures to be incorporated into off-site projects, the measures shall be included on drawings and submitted to the City Planning Director or his/her designee for review and approval and then installed prior to completion of the subject project (or prior to completion of the project phase for phased projects). For operational GHG reduction measures to be incorporated into off-site projects, the measures shall be implemented on an indefinite and ongoing basis beginning at the time of completion of the subject project (or at the completion</p>		

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	<p>of the project phase for phased projects).</p> <p>d) Compliance, Monitoring and Reporting. Upon City review and approval of the GHG Reduction Plan program by phase, the applicant/sponsor shall satisfy the following requirements for ongoing monitoring and reporting to demonstrate that the additional GHG reduction measures are being implemented. The GHG Reduction Plan requires regular periodic evaluation over the life of the Project (generally estimated to be at least 40 years) to determine how the Plan is achieving required GHG emissions reductions over time, as well as the efficacy of the specific additional GHG reduction measures identified in the Plan.</p> <p>Implementation of the GHG reduction measures and related requirements shall be ensured through the project applicant/sponsor's compliance with Conditions of Approval adopted for the project. Generally, starting two years after the City issues the first Certificate of Occupancy for the project, the project applicant/sponsor shall prepare each year of the useful life of the project an Annual GHG Emissions Reduction Report (Annual Report), subject to the City Planning Director or his/her designee for review and approval. The Annual Report shall be submitted to an independent reviewer of the City Planning Director's or his/her designee's choosing, to be paid for by the project applicant/sponsor (see <i>Funding</i>, below), within two months of the anniversary of the Certificate of Occupancy.</p> <p>The Annual Report shall summarize the project's implementation of GHG reduction measures over the preceding year, intended upcoming changes, compliance with the conditions of the Plan, and include a brief summary of the previous year's Annual Report results (starting the second year). The Annual Report shall include a comparison of annual project emissions to the baseline emissions reported in the GHG Plan.</p> <p>The GHG Reduction Plan shall be considered fully attained when project emissions are 36 percent below the project's "adjusted" baseline GHG emissions, as confirmed by the City Planning Director or his/her designee through an established monitoring program unless the applicant demonstrates it is infeasible to achieve the 36 percent goal. Monitoring and reporting activities will continue at the City's discretion, as discussed below.</p> <p>e) Funding. Within two months after the Certificate of Occupancy, the project applicant/sponsor shall fund an escrow-type account or endowment fund to be used exclusively for preparation of Annual Reports and review and evaluation by the City Planning Director or his/her designee, or its selected peer reviewers. The escrow-type account shall be initially funded by the project applicant/sponsor in an amount determined by the City Planning Director or his/her designee and shall be replenished by the project applicant/sponsor so that the amount does not fall below an amount determined by the City Planning Director or his/her designee. The mechanism of this account shall be mutually agreed upon by the project applicant/sponsor and the City Planning Director or his/her designee, including the ability of the City to access the funds if the project applicant/sponsor is not complying with the GHG Reduction Plan requirements, and/or to reimburse the City for its monitoring and enforcement costs.</p>		

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	<p>f) <i>Corrective Procedure.</i> If the third Annual Report, or any report thereafter, indicates that, in spite of the implementation of the GHG Reduction Plan, the project is not achieving the GHG reduction goal, the project applicant/sponsor shall prepare a report for City review and approval, which proposes additional or revised GHG measures to better achieve the GHG emissions reduction goals, including without limitation, a discussion on the feasibility and effectiveness of the menu of other additional measures (Corrective GHG Action Plan). The project applicant/sponsor shall then implement the approved Corrective GHG Action Plan.</p> <p>If, one year after the Corrective GHG Action Plan is implemented, the required GHG emissions reduction target is still not being achieved, or if the project applicant/owner fails to submit a report at the times described above, or if the reports do not meet City requirements outlined above, the City Planning Director or his/her designee may, in addition to its other remedies, (a) assess the project applicant/sponsor a financial penalty based upon actual percentage reduction in GHG emissions as compared to the percent reduction in GHG emissions established in the GHG Reduction Plan; or (b) refer the matter to the City Planning Commission for scheduling of a compliance hearing to determine whether the project's approvals should be revoked, altered or additional conditions of approval imposed.</p> <p>The penalty as described in (a) above shall be determined by the City Planning Director or his/her designee and be commensurate with the percentage GHG emissions reduction not achieved (compared to the applicable numeric significance thresholds) or required percentage reduction from the "adjusted" baseline.</p> <p>In determining whether a financial penalty or other remedy is appropriate, the City shall not impose a penalty if the project applicant/sponsor has made a good faith effort to comply with the GHG Reduction Plan.</p> <p>The City would only have the ability to impose a monetary penalty after a reasonable cure period and in accordance with the enforcement process outlined in Planning Code Chapter 17.152. If a financial penalty is imposed, such penalty sums shall be used by the City solely toward the implementation of the GHG Reduction Plan.</p> <p>g) <i>Timeline Discretion and Summary.</i> The City Planning Director or his/her designee shall have the discretion to reasonably modify the timing of reporting, with reasonable notice and opportunity to comment by the applicant, to coincide with other related monitoring and reporting required for the project.</p> <ul style="list-style-type: none"> • <i>Fund Escrow-type Account for City Review:</i> Certificate of Occupancy plus 2 months • <i>Submit Baseline Inventory of "Actual Adjusted Emissions":</i> Certificate of Occupancy plus 1 year • <i>Submit Annual Report #1:</i> Certificate of Occupancy plus 2 years 		

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	<ul style="list-style-type: none"> • <i>Submit Corrective GHG Action Plan</i> (if needed): Certificate of Occupancy plus 4 years (based on findings of Annual Report #3) • <i>Post Attainment Annual Reports</i>: Minimum every 3 years and at the City Planning Director's or his/her designee's reasonable discretion 		
Hazards and Hazardous Materials			
<p>1. Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?</p>	<p>SCA HAZ-1: Best Management Practices for Soil and Groundwater Hazards</p> <p>The project applicant shall implement all of the following Best Management Practices (BMPs) regarding potential soil and groundwater hazards.</p> <p>a) Soil generated by construction activities shall be stockpiled onsite in a secure and safe manner or if designated for off-site disposal at a permitted facility, the soil shall be loaded, transported and disposed of in a safe and secure manner. All contaminated soils determined to be hazardous or non-hazardous waste must be adequately profiled (sampled) prior to acceptable reuse or disposal at an appropriate off-site facility. Specific sampling and handling and transport procedures for reuse or disposal shall be in accordance with applicable local, state and federal agencies laws, in particular, the Regional Water Quality Control Board (RWQCB) and/or the Alameda County Department of Environmental Health (ACDEH) and policies of the City of Oakland. The excavation, on-site management, and off-site disposal of soil from Project areas within the OARB shall follow the DTSC-approved RAP/RMP.</p> <p>b) Groundwater pumped from the subsurface shall be contained onsite in a secure and safe manner, prior to treatment and disposal, to ensure environmental and health issues are resolved pursuant to applicable laws and policies of the City of Oakland, the RWQCB and/or the ACDEH. The on-site management and off-site disposal of groundwater extracted from Project areas within the OARB shall follow the DTSC-approved RAP/RMP for Project areas within the OARB. Engineering controls shall be utilized, which include impermeable barriers to prohibit groundwater and vapor intrusion into the building (pursuant to the Standard Condition of Approval regarding Radon or Vapor Intrusion from Soil and Groundwater Sources.</p> <p>c) Prior to issuance of any demolition, grading, or building permit, the applicant shall submit for review and approval by the City of Oakland, written verification that the appropriate federal, state or county oversight authorities, including but not limited to the RWQCB and/or the ACDEH, have granted all required clearances and confirmed that the applicable standards, regulations and conditions for all previous contamination at the site. The applicant also shall provide evidence from the City's Fire Department, Office of Emergency Services, indicating compliance with the Standard Condition of Approval requiring a Site Review by the Fire Services Division pursuant to City Ordinance No. 12323, and compliance with the Standard Condition of Approval requiring a Phase I and/or Phase II Reports.</p>	Ongoing throughout demolition, grading, and construction activities.	City/Port
	<p>SCA HAZ-2: Hazards Best Management Practices: The project applicant and construction contractor shall ensure Best Management Practices (BMPs) are implemented as part of construction</p>	Prior to commencement of	City/Port

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	<p>to minimize the potential negative effects to groundwater and soils. These shall include the following:</p> <ul style="list-style-type: none"> 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 USTs, 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 (and DTSC-approved RAP/RMP for Project area within the QARB), 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. 	demolition, grading, or construction.	
	<p>SCA HAZ-3: Hazardous Materials Business Plan: 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:</p> <ul style="list-style-type: none"> 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. 	Prior to issuance of a business license.	City/Port

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2. Would the project create a significant hazard to the public through the storage or use of acutely hazardous materials near sensitive receptors?	See above for SCA HAZ-1 and SCA HAZ-2		
3. Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 (i.e., the "Cortese List") and, as a result, would create a significant hazard to the public or the environment.	SCA HAZ-4: Asbestos Removal in Structures: If asbestos-containing materials (ACM) are found to be present in building materials to be removed, demolished and disposed of, the project applicant shall submit specifications signed by a certified asbestos consultant for the removal, encapsulation, or enclosure of the identified ACM in accordance with all applicable laws and regulations, including but not necessarily limited to: California Code of Regulations, Title 8; Business and Professions Code; Division 3; California Health & Safety Code 25915-25919.7; and Bay Area Air Quality Management District, Regulation 11, Rule 2, as may be amended.	Prior to issuance of a demolition permit.	City/Port
	SCA HAZ-5: Lead-Based Paint/Coatings, Asbestos, or PCB Occurrence Assessment: The project applicant shall submit a comprehensive assessment report to the Fire Prevention Bureau, Hazardous Materials Unit, signed by a qualified environmental professional, documenting the presence or lack thereof of asbestos-containing materials (ACM), lead-based paint, and any other building materials or stored materials classified as hazardous waste by State or federal law.	Prior to issuance of any demolition, grading or building permit	City/Port
	SCA HAZ-6: Lead-based Paint Remediation: If lead-based paint is present, the project applicant shall submit specifications to the Fire Prevention Bureau, Hazardous Materials Unit signed by a certified Lead Supervisor, Project Monitor, or Project Designer for the stabilization and/or removal of the identified lead paint in accordance with all applicable laws and regulations, including but not necessarily limited to: Cal/OSHA's Construction Lead Standard, 8 CCR1532.1 and DHS regulation 17 CCR Sections 35001 through 36100, as may be amended.	Prior to issuance of any demolition, grading or building permit.	City/Port
	SCA HAZ-7: Other Materials Classified as Hazardous Waste: If other materials classified as hazardous waste by State or federal law are present, the project applicant shall submit written confirmation to Fire Prevention Bureau, Hazardous Materials Unit that all State and federal laws and regulations shall be followed when profiling, handling, treating, transporting and/or disposing of such materials.	Prior to issuance of any demolition, grading or building permit.	City/Port
	SCA HAZ-8: Health and Safety Plan per Assessment: If the required lead-based paint/coatings, asbestos, or PCB assessment finds presence of such materials, the project applicant shall create and implement a health and safety plan to protect workers from risks associated with hazardous materials during demolition, renovation of affected structures, and transport and disposal.	Prior to issuance of any demolition, grading or building permit.	City/Port
	Mitigation 4.7-3: Implement RAP/RMP as approved by DTSC, and if future use proposals include uses not identified in the Reuse Plan and incorporated into the RAP/RMP or if future amendments to the remediation requirements are proposed, obtain DTSC and, as required, City approval.	Prior to issuance of any demolition, grading or building permit; and on-going	City/Port

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	<p>Mitigation 4.7-4: For the project areas not covered by the DTSC-approved RAP/RMP, investigate potentially contaminated sites; if contamination is found, assess potential risks to human health and the environment, prepare and implement a clean up plan for DTSC or RWQCB approval, prepare and implement a Risk Management Plan and prepare and implement a Site Health and Safety Plan prior to commencing work.</p> <p>Since implementation of the RAP/RMP approved by DTSC is proposed as part of the project for the OARB, and the RAP/RMP requires remediation to be fully protective of human health and the environment for the proposed future uses of the OARB, no further mitigation is required for the OARB unless either (1) future use proposals include those that were not identified in the Reuse Plan and incorporated into the RAP/RMP or (2) future amendments are proposed to the remediation requirements included in the approved RAP/RMP. In either of these two circumstances, required remediation includes obtaining the DTSC and, as required, City approval, for proposed changes in full conformance with applicable legal requirements including but not limited to the HSAA and CEQA.</p> <p>Specific contaminants and concentrations may vary across the redevelopment project area. Nevertheless, the types of impacts expected, and therefore, the general response actions and approaches to mitigation would be consistent throughout the redevelopment project area. With respect to the OARB and as described in greater detail above, the process across the redevelopment project area would mirror the RAP/RMP process that is already underway at the OARB. With respect to the OARB sub-district, pursuant to HSAA Chapter 6.8, the OBRA has proposed a RAP/RMP. The OBRA's remedial goal is to remediate soil and groundwater contamination consistent with the City of Oakland ULR Program 10⁻⁵ remedy with appropriate land use restrictions. This RAP/RMP must be approved by DTSC, which has the legal discretion to impose remedies falling within the 10⁻⁴ and 10⁻⁶ risk range.</p> <p>For the other sub-districts and areas not included in the DTSC-approved RAP/RMP, prior to beginning redevelopment-related activities, potentially affected areas shall be investigated, potentially including additional studies or site characterization activities, as required by the regulatory agencies (DTSC or RWQCB). Once contaminated areas are identified, potential human health risks from contaminants of concern based upon realistic future land use shall be assessed, health risk-based and environmental risk-based cleanup goals shall be established, and a determination regarding the need for additional site assessment work shall be made.</p> <p>The potential risks associated with affected areas shall be assessed in accordance with regulatory agency guidance and approvals and may result in remediation requirements. Such cleanup plans shall address each area where soil or groundwater is contaminated above ULR goals could be encountered during redevelopment. The clean up plan, the names of which vary based on the type and source of contamination and the legal framework for the particular oversight agency, shall specify measures to be taken to protect workers and the public from exposure to potential contamination and certify that the proposed remediation measures, including removal, disposal, stabilization and/or institutional controls are protective of human health and the environment and</p>	<p>Prior to issuance of any demolition, grading or building permit; and on-going</p>	<p>City/Port</p>

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	implemented in accordance with federal, state and local requirements. Additionally, a Risk Management Plan may be required by the oversight agency to address site redevelopment activities and operations and provide an enforcement structure to be in place during and post-construction. Finally, a Site Health and Safety Plan shall be prepared in accordance with the OSHA and Cal/OSHA regulations. Off-hauling of contamination shall comply with applicable laws, and construction hours shall be limited as provided for in SCA NOI-1 through SCA NOI-6 in order to prevent night-time glare. Additionally, potential odor impact measures, and dust or other nuisance conditions from remediation-related truck traffic is provided for in Mitigation Measure 4.3-13; and safety concerns are addressed in Mitigation Measure 4.9-3.		
	<p>Mitigation 4.7-5: For the project areas not covered by the DTSC-approved RAP/RMP, remediate soil and groundwater contamination consistent with the City of Oakland ULR Program and other applicable laws and regulations.</p> <p>The City of Oakland ULR Program has determined that reducing the target risk level to 1×10^{-5} for commercial or industrial land uses in combination with appropriate institutional controls would reduce the risk to future residents, employees, and visitors to less than significant. Within the OARB area covered by the DTSC-approved RAP/RMP, implementation will result in avoidance of any potentially significant impact to future commercial/industrial/maritime/utility workers, and site visitors. Moreover, the measures required for the areas not covered by the DTSC-approved RAP/RMP, (Measure 4.7-4) would evaluate and control potential human health risks from contaminants of concern in the redevelopment project area and will sufficiently address this potential impact. In addition, Mitigation Measures 4.14-1 and 4.14-2, which prohibit the installation of groundwater wells for any purpose other than construction de-watering and remediation and require that even for construction de-watering and remediation use of those wells be minimized, will reduce the potential for contaminants to migrate to other underlying ground aquifers, thus lessening the impact to future residents, employees and visitors to less than significant.</p>	Prior to issuance of any demolition, grading or building permit; and on-going	City/Port
	Mitigation 4.7-6: Buildings and structures constructed prior to 1978 slated for demolition or renovation that have not previously been evaluated for the presence of LBP shall be sampled to determine whether LBP is present in painted surfaces, and the safety precautions and work practices as specified in government regulations shall be followed during demolition.	Prior to issuance of any demolition, grading or building permit; and on-going	City/Port
	Mitigation 4.7-7: Buildings, structures and utilities that have not been surveyed for ACM, shall be surveyed to determine whether ACM is present prior to demolition or renovation, and the safety precautions and work practices as specified in government regulations shall be followed during demolition.	Prior to issuance of any demolition, grading or building permit; and on-going	City/Port
	Mitigation 4.7-8: Buildings and structures proposed for demolition or renovation shall be surveyed for PCB-impacted building materials, and the safety precautions and work practices as specified in government regulations shall be followed during demolition.	Prior to issuance of any demolition, grading or building permit; and on-going	City/Port

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	Mitigation 4.7-9: For above-ground and underground storage tanks (ASTs/USTs) on the OARB, implement the RAP/RMP.	Prior to issuance of any demolition, grading or building permit; and on-going	City/Port
	Mitigation 4.7-11: For LBP-impacted ground on the OARB, implementation of RAP/RMP to be approved by DTSC as part of the project will result in avoidance of this potentially significant impact. For the remainder of the development project area, sampling shall be performed on soil or paved areas around buildings that are known or suspected to have LBP, and the safety precautions and work practices specified in government regulations shall be followed.	Prior to issuance of any demolition, grading or building permit; and on-going	City/Port
	Mitigation 4.7-12: The condition of identified ACM shall be assessed annually, and prior to reuse of a building known to contain ACM.	Prior to issuance of any demolition, grading or building permit; and on-going	City/Port
	Mitigation 4.7-13: No fumre tenancies shall be authorized at the OARB for use categories that are inconsistent with the Reuse Plan without an updated environmental analysis and DTSC approval as provided for in the RAP/RMP. For the OARB, baseline environmental analyses have been completed to support current interim uses of existing structures, including numerous commercial, trucking, warehouse and other tenants, the Oakland Military Institute and transitional housing uses for formerly-incarcerated women and their families and for various homeless service providers including an overnight shelter. Other environmental hazards may also be encountered by fumre interim occupants of existing OARB structures, and completion of a baseline environmental evaluation to identify and abate such hazards prior to occupancy by tenants will mitigate such hazards. Interim occupancy by future tenants who may propose land uses which are inconsistent with the Reuse Plan, and thus may not have been considered in the DTSC-approved RAP/RMP, shall occur only after DTSC approval as provided for in the RAP/RMP in order to assure that such future non-conforming tenants are protected from other environmental hazards. As stated above, for the remainder of the redevelopment project area, any building that has not been surveyed for ACM but potentially contains ACM shall be surveyed to determine whether ACM is present prior to demolition, renovation or reuse.	Pre-operations	City/Port
	Mitigation 4.7-16: Oil-filled electrical equipment in the redevelopment project area that has not been surveyed shall be investigated prior to the equipment being taken out of service to detennine whether PCBs are present.	Prior to issuance of any demolition, grading or building permit; and on-	City/Port

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	Equipment found to contain PCBs should be part of an ongoing monitoring program. Surface and subsurface contamination from any PCB equipment shall be investigated and remediated in compliance with applicable laws and regulations.	going during operations	
	Mitigation 4.7-17: PCB-containing or PCB-contaminated equipment taken out of service shall be handled and disposed in compliance with applicable laws and regulations. Equipment filled with dielectric fluid (oil) including transformers, ballast, etc. containing more than 5 ppm PCBs is considered a hazardous waste in California	Prior to issuance of any demolition, grading or building permit; and on-going during operations	City/Port
4. Would the project fundamentally impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	See below in Traffic and Transportation for Mitigation Measures 4.3-8, and Mitigation Measure 3.16-15a and 3.16-15b		
Hydrology and Water Quality			
1. Would the project violate any water quality standards or waste discharge requirements during in-water construction or encountering shallow groundwater during construction?	See above in Hazards and Hazardous Materials section for SCA HAZ-1		
	SCA HYD-1: Stormwater Pollution Prevention Plan (SWPPP): 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.	Prior to and ongoing throughout demolition, grading, and/or construction activities.	City/Port
	Mitigation 4.15-1: Prior to in-water construction, the contractor shall prepare a water quality protection plan acceptable to the RWQCB, including site-specific best management practices for protection of Bay waters, and shall implement this plan during construction. BMPs to effectively control turbidity and/or contaminant suspension and migration would be site-	Prior to issuance of any demolition, grading or building permit; and on-going during	City/Port

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	<p>specific. They may include, and are not limited to, the following:</p> <ul style="list-style-type: none"> • Use environmental or clamshell dredges or hydraulic cutterhead dredges designed to reduce release of solids. • Reduce or eliminate overflow of decant water from barges used to transport material. • Use silt curtains or other specialized equipment to reduce dispersion of material during dredging and filling operations. 	operations	
	<p>Mitigation 4.15-2: Contractors and developers shall comply with all permit conditions from the Corps, RWQCB and BCDC.</p> <p>This measure shall be enforced on Contractors by contract specifications.</p>	Prior to issuance of any demolition, grading or building permit; and on-going during operations	City/Port
2. Would the project result in substantial erosion or siltation on- or off-site that would affect the quality of receiving waters?	See above for SCA HYD-1, SCA GEO-1 (Geology and Soils section) and SCA HAZ-1 (Hazards and Hazardous Materials)		
3. Would the project result in substantial flooding on- or off-site?	Mitigation 3.9-1: Coordinate and consult with EBMUD and if necessary design and build storm drain improvements resulting from increased elevation in the North Gateway area.	Prior to issuance of building permit (or other construction-related permit).	City/Port
4. Would the project create or contribute substantial runoff which would exceed the capacity of existing or planned stormwater drainage systems?	<p>SCA HYD-2: Post-Construction Stormwater Management Plan: 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.</p> <p>a) The post-construction stormwater management plan shall include and identify the following:</p> <ol style="list-style-type: none"> 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 	<p>Prior to issuance of building permit (or other construction-related permit).</p> <p>Prior to final permit inspection, the applicant shall also implement the approved stormwater management plan.</p>	City/Port

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	<p>exceed the flow and duration of pre-project runoff, if required under the NPDES permit.</p> <p>b) The following additional information shall be submitted with the post-construction stormwater management plan:</p> <ul style="list-style-type: none"> 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. <p>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.</p>		
	<p>SCA HYD-3: Maintenance Agreement for Stormwater Treatment Measures: 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:</p> <ul style="list-style-type: none"> 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. 	Prior to final zoning inspection.	City/Port
	<p>SCA HYD-4: Stormwater and Sewer: 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</p>	Prior to completing the final design for the project's sewer service.	City/Port

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	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.		
5. Would the project create or contribute substantial runoff which would be an additional source of polluted runoff?	<p>See above for SCA HYD-1 through SCA HYD-3 and SCA GEO-1 (Geology and Soils section)</p> <p>Mitigation 4.15-5: Post-construction controls of stormwater shall be incorporated into the design of new redevelopment elements to reduce pollutant loads.</p> <p>NPDES permitting requires that BMPs to control post-construction stormwater be implemented to the maximum extent practicable. Analysis of anticipated runoff volumes and potential effects to receiving water quality from stormwater shall be made for specific redevelopment elements, and site-specific BMPs shall be incorporated into design. BMPs shall be incorporated such that runoff volume from 85 percent of average annual rainfall at a development site is pre-treated prior to its discharge from that site, or a pre-treated volume in compliance with RWQCB policy in effect at the time of design.</p> <p>Non-structural BMPs may include and are not limited to good housekeeping and other source control measures, such as the following:</p> <ul style="list-style-type: none"> • Stencil catch basins and inlets to inform the public they are connected to the Bay; • Sweep streets on a regular schedule; • Use and dispose of paints, solvents, pesticides, and other chemicals properly; • Keep debris bins covered; and • Clean storm drain catch basins and properly dispose of sediment. <p>Structural BMPs may include and are not limited to the following:</p> <ul style="list-style-type: none"> • Minimize impervious areas directly connected to storm sewers; • Include drainage system elements in design as appropriate such as: <ul style="list-style-type: none"> o infiltration basins o detention/retention basins o vegetated swales (biofilters) o curb/drop inlet protection. 	Prior to issuance of building permit (or other construction-related permit).	City/Port
6. Would the project otherwise substantially degrade water quality? Would the project cause saltwater to intrude into shallow groundwater, cause contaminants to migrate to uncontaminated groundwater, or lead to degradation of surface water quality?	<p>Mitigation 4.14-1: Installation of groundwater extraction wells into the shallow water-bearing zone or Merritt Sand aquifer for any purpose other than construction de-watering and remediation, including monitoring, shall be prohibited.</p> <p>Implementation of this measure would prevent saltwater from being drawn into the aquifer and potentially causing fresh water to become brackish or saline. Limiting extraction of shallow groundwater and groundwater from the Merritt Sand unit will prevent potential impacts to existing study area groundwater resources.</p>	Prior to issuance of building permit (or other construction-related permit); and during operations.	City/Port

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	<p>Mitigation 4.14-2: Extraction of groundwater for construction dewatering or remediation, including monitoring, shall be minimized where practicable; if extraction will penetrate into the deeper aquifers, than a study shall be conducted to determine whether contaminants of concern could migrate into the aquifer; if so, extraction shall be prohibited in that location.</p> <p>Implementation of this measure would prevent unnecessary extraction of groundwater and prohibit its extraction where contaminants of concern could migrate into deeper aquifers; therefore it will help avoid or reduce the potential migration of contaminants. The City and Port shall ensure that groundwater extraction, other than for remediation or construction dewatering, is minimized where practicable in the redevelopment project area.</p>	Prior to issuance of building permit (or other construction-related permit); and during operations.	City/Port
	<p>Mitigation 4.15-6: Site-specific design and best management practices shall be implemented to prevent runoff of recycled water to receiving waters.</p> <p>Design of subsequent redevelopment activities shall ensure recycled water does not leave the site and enter receiving waters. Best management practices shall be implemented to prevent runoff of recycled water. These BMPs may be either structural or non-structural in nature and may include but are not limited to the following:</p> <ul style="list-style-type: none"> • Preventing recycled water from escaping designated use areas through the use of <ul style="list-style-type: none"> o berms o detention/retention basins o vegetated swales (biotilters) • Not allowing recycled water to be applied to irrigation areas when soils are saturated. • Plumbing portions of irrigation systems adjacent to receiving waters with potable water. 	Prior to issuance of building permit (or other construction-related permit).	City/Port
7. Would the project place housing, structures within a 100-year flood hazard area, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map that would impede or redirect flood flows; or would the project expose people or structures to a substantial risk of loss, injury or death involving flooding?	<p>Recommended Measure (not required by CEQA):</p> <p>The Project Sponsor should prepare a Sea Level Rise Adaptation Plan for City of Oakland for review and approval.</p>	Prior to approval of PUD.	City/Port
8. Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course, or increasing	See above for Mitigation Measure 4.15-5, SCA HYD-1 through SCA HYD-3 and SCA GEO-1 (Geology and Soils section)		

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the rate or amount of flow, of a creek, river or stream in a manner that would result in substantial erosion, siltation, or flooding, both on- or off-site?			
Noise			
1. Would the project generate noise in violation of the City of Oakland Noise Ordinance (Oakland Planning Code section 17.120.050) regarding construction noise, except if an acoustical analysis is performed that identifies recommend measures to reduce potential impacts?	<p>SCA NOI-1: Days/Hours of Construction Operation: The project applicant shall require construction contractors to limit standard construction activities as follows:</p> <p>a) Construction activities are limited to between 7:00 a.m. and 7:00 p.m. Monday through Saturday, except that barging and unloading of soil shall be allowed 24 hours per day, 7 days per week for about 15 months.</p> <p>b) Any construction activity proposed to occur outside of the standard hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday 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. The project applicant shall also submit an air quality report prepared by a qualified professional evaluating the air quality impacts of the special activities, if the duration of each activity exceeds 6 months.</p> <p>c) No construction activity shall take place on Sundays or Federal holidays, except as noted above.</p> <p>d) 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.</p> <p>e) Applicant shall use temporary power poles instead of generators where feasible.</p>	Ongoing throughout demolition, grading, and/or construction.	City/Port
	<p>SCA NOI-2: Noise Control: 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:</p> <p>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).</p> <p>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</p>	Ongoing throughout demolition, grading, and/or construction.	City/Port

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	<p>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.</p> <p>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.</p> <p>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.</p>		
	<p>SCA NOI-3: Noise Complaint Procedures: 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:</p> <p>a) A procedure and phone numbers for notifying the Building Services Division staff and Oakland Police Department; (during regular construction hours and off-hours);</p> <p>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);</p> <p>c) The designation of an on-site construction complaint and enforcement manager for the project;</p> <p>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</p> <p>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.</p>	Ongoing throughout demolition, grading, and/or construction.	City/Port
	<p>SCA NOI-6: Pile Driving and Other Extreme Noise Generators: 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</p>	Ongoing throughout demolition, grading, and/or construction.	City/Port

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	<p>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:</p> <ul style="list-style-type: none"> 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 e) Monitor the effectiveness of noise attenuation measures by taking noise measurements. 		
2. Would the project generate noise in violation of the City of Oakland nuisance standards (Oakland Municipal Code section 8.18.020) regarding persistent construction-related noise?	See above for SCA NOI-1, SCA NOI-2, SCA NOI-3, and SCA NOI-6		
3. Would the project generate noise in violation of the City of Oakland Noise Ordinance (Oakland Planning Code section 17.120.050) regarding operational noise?	<p>SCA NOI-4: Interior Noise: 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:</p> <ul style="list-style-type: none"> a) Quality control was exercised during construction to ensure all air-gaps and penetrations of the building shell are controlled and sealed; and 	Prior to issuance of a building permit and Certificate of Occupancy.	City/Port

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	<ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> i) 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. ii) Prohibition of Z-duct construction. 		
	<p>SCA NOI-5: Operational Noise-General: 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.</p>	Ongoing	City/Port
<p>4. Would the project generate noise resulting in a 5 dBA permanent increase in ambient noise levels in the project vicinity above levels existing without the project; or, if under a cumulative scenario where the cumulative increase results in a 5 dBA permanent increase in ambient noise levels in the project vicinity without the project (i.e., the cumulative condition including the project compared to the existing conditions) and a 3 dBA permanent increase is attributable to the project (i.e., the cumulative condition including the project compared to the cumulative baseline condition without the project)?</p>	See above for SCA NOI-4 and NOI-5		
<p>5. Would the project be exposed to a</p>	See above for SCA NOI-4 and NOI-5		

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community noise in conflict with the land use compatibility guidelines of the Oakland General Plan after incorporation of all applicable Standard Conditions of Approval?			
6. Would the project expose persons to or generate noise levels in excess of applicable standards established by a regulatory agency (e.g., occupational noise standards of OSHA)?	See above for SCA NOI-5		
7. Would the project, during either project construction or project operation, expose persons to or generate groundborne vibration that exceeds the criteria established by the Federal Transit Administration (FTA)?	See above for SCA NOI-1, SCA NOI-2, SCA NOI-3, and SCA NOI-6		
Public Services			
I. Would the project result in increased demand for fire protection services and first responder medical emergency services?	SCA PSU-1: Underground Utilities: 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 fire alarm 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 fire water service and fire alarm facilities installed in accordance with standard specifications of the serving utilities.	Prior to issuance of a building permit.	City/Port
	SCA PSU-2: Fire Safety Phasing Plan: 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.	Prior to issuance of a demolition, grading, and/or construction and concurrent with any pre-job submittal permit.	City/Port
	Mitigation 4.9-1. The City and Port shall cooperatively investigate the need for, and if required shall fund on a fair-share basis, development and operation of increased firefighting and medical emergency response services via fireboat to serve the OARB sub-district. The City and Port of Oakland will each contribute a fair share toward cooperatively investigating the	Pre-operations; at time Port and Gateway development area employees exceed	City/Port

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	<p>need for increased firefighting and emergency response services to serve the redevelopment area west of I-880. This investigation shall include consultation with the OES and OFD. Should this investigation conclude, based on detailed redevelopment design, that increased fireboat services are required, the Port and the City shall each fund its fair share to equip and staff fireboat-based services in the OARB sub-district. In addition, as subsequent redevelopment activities occur, the City and Port shall be allowed to develop fee formulae (to recoup initial investment from future development or tenants), as well as a long-term cost-sharing formula (to equitably distribute the cost of continuing operations).</p> <p>The fire facility will be constructed after basic underground infrastructure is constructed, and before any people-attracting subsequent redevelopment activities begin operations.</p>	2,044 (1995 baseline)	
	<p>Mitigation 4.9-2: The Port and City shall work with OES to ensure changes in local area circulation are reflected in the revised Response Concept.</p> <p>The Port and City would provide information to the OES to facilitate that agency's accurate revision of its Response Concept and Annex H. In particular, the City and Port would provide OES information regarding new and proposed project area development, intensification and changes in land uses, realignment of area roadways, and construction of new local circulation facilities.</p>	Pre-construction	City/Port
	<p>Mitigation 4.9-3: The Port and City shall require developers within their respective jurisdictions to notify OES of their plans in advance of construction or remediation activities.</p> <p>Each developer proposing construction in the redevelopment project area would be required to notify OES prior to initiation of construction, so that OES may plan emergency access and egress taking into consideration possible conflicts or interference during the construction phase. The developer would also be required to notify OES once construction is complete.</p>	Pre-construction	City/Port
Traffic and Transportation			
<p><u>Project Impacts</u></p> <p>1. At a study, signalized intersection which is located outside the Downtown area, would the Project cause the level of service (LOS) to</p>	<p>Mitigation Measure 3.16-1: <i>7th Street & I-880 Northbound Off-Ramp (#12)</i>⁴. The project sponsor shall fund, prepare, and install the approved plans and improvements:</p> <ul style="list-style-type: none"> Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the PM peak hour. Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. 	At issuance of first Certificate of Occupancy (CO)	City/Port

⁴ The numbers appearing after the location of the intersection listed refer to Figure 3.16-1 in the IS/Addendum that illustrates the study intersections.

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degrade to worse than LOS D (i.e., LOS E)?	<p>To implement this measure, the project sponsor shall submit the following to City of Oakland's Transportation Engineering Division and Caltrans for review and approval:</p> <ul style="list-style-type: none"> Plans, Specifications, and Estimates (PS&E) to modify the intersection. All elements shall be designed to City standards in effect at the time of construction and all new or upgraded signals should include these enhancements. All other facilities supporting vehicle travel and alternative modes through the intersection should be brought up to both City standards and ADA standards (according to Federal and State Access Board guidelines) at the time of construction. <p>Current City Standards call for the elements listed below:</p> <ul style="list-style-type: none"> 2070L Type Controller GPS communication (clock) Accessible pedestrian crosswalks according to Federal and State Access Board guidelines City Standard ADA wheelchair ramps Full actuation (video detection, pedestrian push buttons, bicycle detection) Accessible Pedestrian Signals, audible and tactile according to Federal Access Board guidelines Countdown Pedestrian Signals Signal interconnect and communication to City Traffic Management Center for corridors identified in the City's ITS Master Plan for a maximum of 600 feet Signal timing plans for the signals in the coordination group. 		
	<p>Mitigation Measure 3.16-2: <i>San Pablo Ave & Ashby Avenue (#42)</i>. To implement this measure, the Project Sponsor shall coordinate with City of Berkeley and Caltrans, and shall fund, prepare, and install the improvements consistent with City of Berkeley and/or Caltrans standards.</p> <ul style="list-style-type: none"> Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the PM peak hour. Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. 	At issuance of first Certificate of Occupancy (CO)	City/Port
2. At two intersections, the project would cause (a) the total intersection average vehicle delay to increase by two (2) or more seconds, or (b) an increase in average delay for any of the critical movements of four (4) seconds or more; or (c) the volume-to-capacity ("V/C") ratio exceeds 0.03 or more <u>(but only if the delay values are greater than 120 seconds of average intersection delay as delay</u>	<p>Mitigation Measure 3.16-3: <i>7th Street & Harrison Street (#18)</i>. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval.</p> <ul style="list-style-type: none"> Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the PM peak hour. Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. <p>The project sponsor shall fund, prepare, and install the approved plans and improvements.</p>	At issuance of first Certificate of Occupancy (CO)	City/Port

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<p>values over 120 seconds tend to increase exponentially and are then generally considered unreliable).</p>	<p>Mitigation Measure 3.16-4: <i>12th Street & Castro Street (#29)</i>. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval.</p> <ul style="list-style-type: none"> • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the PM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. <p>The project sponsor shall fund, prepare, and install the approved plans and improvements.</p>	<p>At issuance of first Certificate of Occupancy (CO)</p>	<p>City/Port</p>
<p>3. Redevelopment would cause some roadway segments on the Congestion Management Program (CMP) to a) degrade to LOS F; or b) increase the V/C ratio by more than three percent for a roadway segment that would operate at LOS F without the project.</p>	<p>SCA TRANS-1: Parking and Transportation Demand Management: The project sponsor shall pay for and submit for review and approval by the City a Transportation Demand Management (TDM) plan containing strategies to:</p> <ol style="list-style-type: none"> 1. Reduce the amount of traffic generated by new development and the expansion of existing development, pursuant to the City's police power and necessary in order to protect the public health, safety and welfare. 2. Ensure that expected increases in traffic resulting from growth in employment and housing opportunities in the City of Oakland will be adequately mitigated. 3. Reduce drive-alone commute trips during peak traffic periods by using a combination of services, incentives, and facilities. 4. Promote more efficient use of existing transportation facilities and ensure that new developments are designed in ways to maximize the potential for alternative transportation usage. 5. Establish an ongoing monitoring and enforcement program to ensure that the desired alternative mode use percentages are achieved. <p>The project sponsor shall implement the approved TDM plan. The TDM plan shall include strategies to increase pedestrian, bicycle, transit, and carpool/vanpool use. All four modes of travel shall be considered, and parking management and parking reduction strategies should be included.</p> <p>Actions to consider include the following:</p> <ol style="list-style-type: none"> a) Inclusion of additional long term and short term bicycle parking that meets the design standards set forth in chapter five of the Bicycle Master Plan, and Bicycle Parking Ordinance, and shower and locker facilities in commercial developments that exceed the requirement. b) Construction of and/or access to bikeways per the Bicycle Master Plan; construction of priority bikeways, onsite signage and bike lane striping. c) Installation of safety elements per the Pedestrian Master Plan (such as cross walk striping, curb 	<p>For construction: Prior to issuance of first permit related to construction (e.g., demolition, grading, etc.)</p> <p>For operation: Prior to issuance of a final building permit and on-going related to submission of Parking and TDM Plan annual compliance report</p>	<p>City/Port</p>

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	<p>ramps, count down signals, bulb outs, etc.) to encourage convenient and safe crossing at arterials.</p> <p>d) Installation of amenities such as lighting, street trees, trash receptacles per the Pedestrian Master Plan and any applicable streetscape plan.</p> <p>e) Construction and development of transit stops/shelters, pedestrian access, way finding signage, and lighting around transit stops per transit agency plans or negotiated improvements.</p> <p>f) Direct onsite sales of transit passes purchased and sold at a bulk group rate (through programs such as AC Transit Easy Pass or a similar program through another transit agency).</p> <p>g) Employees or residents can be provided with a subsidy, determined by the project sponsor and subject to review by the City, if the employees or residents use transit or commute by other alternative modes.</p> <p>h) Provision of ongoing contribution to AC Transit service to the area between the development and nearest mass transit station. If that is not available, an ongoing contribution to an existing area shuttle service between the development and nearest mass transit station. The last option is establishment of a new shuttle service between the development and nearest mass transit station may be developed. The contribution required for the service (any option) will be based on the cost of the last option.</p> <p>i) Guaranteed ride home program for employees, either through 511.org or through separate program.</p> <p>j) Pre-tax commuter benefits (commuter checks) for employees.</p> <p>k) Free designated parking spaces for on-site car-sharing program (such as City Car Share, Zip Car, etc.) and/or car-share membership for employees or tenants.</p> <p>l) On-site carpooling and/or vanpool program that includes preferential (discounted or free) parking for carpools and vanpools.</p> <p>m) Distribution of information concerning alternative transportation options.</p> <p>n) Parking spaces sold/leased separately for residential units. Charge employees for parking, or provide a cash incentive or transit pass alternative to a free parking space in commercial properties.</p> <p>o) Parking management strategies; including attendant/valet parking and shared parking spaces.</p> <p>p) Requiring tenants to provide opportunities and the ability to work off-site.</p> <p>q) Allow employees or residents to adjust their work schedule in order to complete the basic work requirement of five eight-hour workdays by adjusting their schedule to reduce vehicle trips to the worksite.</p> <p>r) Provide or require tenants to provide employees with staggered work hours involving a shift in the set work hours of all employees at the workplace or flexible work hours involving individually determined work hours.</p> <p>The project sponsor shall submit an annual compliance report for review and approval by the City. This report will be reviewed either by City staff (or a peer review consultant, chosen by the City and</p>		

Environmental Impact	Standard Conditions of Approval/Mitigation/Measures	Mitigation/Implementation/ Monitoring:	
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	paid for by the project sponsor). If timely reports are not submitted, the reports indicate a failure to achieve the stated policy goals, or the required alternative mode split is still not achieved, staff will work with the project sponsor to find ways to meet their commitments and achieve trip reduction goals. If the issues cannot be resolved, the matter may be referred to the Planning Commission for resolution. Project sponsors shall be required, as a condition of approval, to reimburse the City for costs incurred in maintaining and enforcing the trip reduction program for the approved project.		
4. The project would directly or indirectly cause or expose roadway users to a permanent and substantial transportation hazard due to a new or existing physical design feature or incompatible uses?	<p>Mitigation 4.3-5: Redevelopment elements shall be designed in accordance with standard design practice and shall be subject to review and approval of the City or Port design engineer.</p> <p>Through design review, the City and/or Port, as applicable, shall ensure the design of roadways, bicycle and pedestrian facilities, parking lots, and other transportation features comply with design standards and disallow design proposals that likely to result in traffic hazards. Any mitigation or redevelopment features that may directly affect Caltrans facilities shall be submitted for review by that agency.</p>	Prior to approval of PUD.	City/Port
	<p>Mitigation 4.3-7: The City and the Port shall continue and shall work together to create a truck management plan designed to reduce the effects of transport trucks on local streets. The City and Port shall fund on a fair share basis, implementation of this plan.</p> <p>The truck management plan may include, and is not limited to, the following elements:</p> <ul style="list-style-type: none"> • Analyze truck traffic in West Oakland; • Traffic calming strategies on streets not designated as truck routes designed to discourage truck through travel; • Truck driver education programs; • Expanded signage, including truck prohibitions on streets not designated as truck routes; • Traffic signal timing improvements; • Explore the feasibility of truck access to Frontage Road; • Roadway and terminal gate design elements to prevent truck queues from impeding the flow of traffic on public streets; and • Continue Port funding of two police officers to enforce truck traffic prohibitions on local streets. 	Prior to issuance of a final building permit	City/Port
	<p>Mitigation 4.3-8: Provide an emergency service program and emergency evacuation plan using waterborne vessels.</p> <p>The City shall provide emergency access to the OARB sub-district by vessel. The area is currently served by fire boat out of the Jack London Square Fire Station. The City may elect to equip that fire boat with first response medical emergency personnel as well as limited hazardous materials response personnel and equipment (see also Mitigation Measure 4.9-1). Major developers shall fund these improvements on a fair share basis.</p>	Pre-operations; at time Port and Gateway development area employees exceed 2,044 (1995 baseline)	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/Monitoring	
		Schedule	Responsibility
	<p><u>With regard to Maritime Street between 7th Street and West Grand Avenue:</u></p> <p>Mitigation Measure 3.16-5: The City shall provide a shoulder with a minimum width of 8 feet on the west side of Maritime Street to accommodate queuing trucks and minimize intrusion onto the southbound travel lane.</p> <p>Mitigation Measure 3.16-6: The City shall provide a 9-foot wide area along the entire west side of Maritime Street in this area to accommodate a sidewalk and utilities; exact dimensions of these elements will be determined by the City's Transportation and Infrastructure Divisions during the PUD process.</p> <p>Mitigation Measure 3.16-7: The City shall provide an 18-foot wide area along the entire east side of Maritime Street in this area to accommodate a Class I bicycle path and utilities; exact dimensions of these elements will be determined by the City's Transportation and Infrastructure Divisions during the PUD process.</p>	Prior to approval of the PUD	City/Port
	<p><u>With regard to North Marilime (formerly Wake Avenue):</u></p> <p>Mitigation Measure 3.16-8: The City shall provide 2 travel lanes in each direction in this area with shoulders on each side for bicycle lanes. The exact dimensions of these elements will be determined by the City's Transportation and Infrastructure Divisions during the PUD process.</p>	Prior to approval of the PUD	City/Port
	<p><u>With regard to Burma Road between Maritime Street and West Oakland (Burma East):</u></p> <p>Mitigation Measure 3.16-9: The City shall provide a 9-foot wide area along the entire north side of Burma Street in this area to accommodate utilities and a sidewalk; bicycles will be accommodated on the shoulder; exact dimensions of these elements will be determined by the City's Transportation and Infrastructure Divisions during the PUD process.</p>	Prior to approval of the PUD	City/Port
	<p>Mitigation Measure 3.16-10: The City shall provide a 7-foot wide area along the entire south side of Burma Street in this area to accommodate utilities; bicycles will be accommodated on the shoulder; exact dimensions of these elements will be determined by the City's Transportation and Infrastructure Divisions during the PUD process.</p>	Prior to approval of the PUD	City/Port
	<p><u>With regard to Burma Road between Maritime Street and Railroad Tracks (Burma West):</u></p> <p>Mitigation Measure 3.16-11: The City shall provide a 9-foot wide area along the entire south side of Burma Street in this area to accommodate utilities and a sidewalk; bicycles will be accommodated on the shoulder; exact dimensions of these elements will be determined by the City's Transportation and Infrastructure Divisions during the PUD process.</p> <p>Mitigation Measure 3.16-12: The City shall provide a 20-foot wide area along the entire north side</p>	Prior to approval of the PUD	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation/Implementation/ Monitoring	
		Schedule	Responsibility
	of Burma Street in this area to accommodate utilities and a Class 1 bicycle path; exact dimensions of these elements will be determined by the City's Transportation and Infrastructure Divisions during the PUD process.		
	<u>With regard to Burma Road between Railroad Tracks and Gateway Park (Burma Far West):</u> Mitigation Measure 3.16-13: The City shall provide an 8-foot wide area along the entire south side of Burma Street in this area to accommodate utilities and a sidewalk; bicycles will be accommodated on the shoulder with a Class 2 bicycle lane; exact dimensions of these elements will be determined by the City's Transportation and Infrastructure Divisions during the PUD process.	Prior to approval of the PUD	City/Port
	Mitigation Measure 3.16-14: The City shall provide a shoulder along the entire north side of Burma Street in this area to accommodate bicycles with a Class 2 bicycle lane; exact dimensions of these elements will be determined by the City's Transportation and Infrastructure Divisions during the PUD process.	Prior to approval of the PUD	City/Port
	<u>With regard to Emergency Access:</u> Mitigation Measure 3.16-15a: The Project Sponsor shall develop, in consultation and coordination with adjacent property owners, including EBMUD, an emergency response plan for the 2012 Army Base Project, which addresses emergency ingress/egress. Mitigation Measure 3.16-15b: The Project Sponsor shall include in the design of West Burma Road mm-outs and turn-arounds at the appropriate locations and dimensions as required by the Fire Department, in order to allow for appropriate ingress and egress of emergency vehicles.	For MM 3.15-15a: at the time of issuance of the first Certificate of Occupancy (CO); For MM 3.15-15b: prior to approval of the PUD	City/Port
5. Project would directly or indirectly result in a permanent substantial decrease in pedestrian safety.	See above for Mitigation Measures 4.3-5		
6. Project would directly or indirectly result in a permanent substantial decrease in bicyclist safety.	See above for Mitigation Measures 4.3-5 and new Mitigation Measures 3.16-5 through 3.16-15a and 3.16-15b		
7. Project would generate substantial multi-modal traffic traveling across at-grade railroad crossings that cause or expose roadway users to a permanent and substantial transportation hazard?	See above for Mitigation Measures 4.3-5 and 4.3-7		
	<u>SCA TRANS-3: Railroad Crossings:</u> Any proposed new or relocated railroad crossing improvements must be coordinated with California Public Utility Commission (CPUC) and affected railroads and all necessary permits/approvals obtained, including a GO 88-B Request (Authorization	Action required prior to railroad crossing	City/Port

Environmental Impact	Standard/Conditions of Approval/Mitigation Measures	Mitigation Implementation/Monitoring	
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	<p>to Alter Highway Rail Crossings), if applicable. Appropriate safety-related design features and measures should be incorporated, including without limitation:</p> <ul style="list-style-type: none"> a) Installation of grade separations at crossings, i.e., physically separating roads and railroad tracks by constructing overpasses or underpasses. b) Improvements to warning devices at existing highway rail crossings that are impacted by project traffic. c) Installation of additional warning signage. d) Improvements to traffic signaling at intersections adjacent to crossings, e.g., signal preemption. e) Installation of median separation to prevent vehicles from driving around railroad crossing gates. f) Where soundwalls, landscaping, buildings, etc. would be installed near crossings, maintaining the visibility of warning devices and approaching trains. g) Prohibition of parking within 100 feet of the crossings to improve the visibility of warning devices and approaching trains. h) Construction of pull-out lanes for buses and vehicles transporting hazardous materials. i) Installation of vandal-resistant fencing or walls to limit the access of pedestrians onto the railroad right-of-way. j) Elimination of driveways near crossings. k) Increased enforcement of traffic laws at crossings. l) Rail safety awareness programs to educate the public about the hazards of highway-rail grade crossings. 	construction	
	<p>Mitigation Measure 3.16-16:</p> <ul style="list-style-type: none"> a. Redesign the Engineers Road to intersect the EBMUD driveway at least 100 feet north of the at-grade rail crossing or configure an internal circulation plan that prohibits mms from Engineers Road onto Wake Avenue. b. Provide a high visibility crosswalk with pedestrian crossing signs at the pedestrian crossing just west of the rail crossing on West Burma Road. c. Paint "KEEP CLEAR" on West Burma Road for westbound vehicles at the Truck Services driveway. d. Unless approved otherwise by the California Public Utility Commission (CPUC), construct all rail crossings at a minimum street-crossing angle of 45 degrees consistent with Institute of Transportation Engineers recommendations, 90 degrees is preferred for cross-traffic safety. 	At the time of issuance of the first Certificate of Occupancy (CO)	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/Monitoring	
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	<p>Recommended Measures (not required by CEQA):</p> <ul style="list-style-type: none"> The Project Sponsor shall negotiate with EBMUD in good faith to reach an agreement which reasonably limits train movements from unreasonably parking, stopping and/or blocking access to EBMUD's main gate to the MWWTP. Specifically, the Master Developer shall coordinate the timing of its use of the tracks to a schedule that reduces, to the maximum extent feasible, any potentially adverse impacts to EBMUD's main gate to the MWWTP. The Project Sponsor shall make reasonable good faith efforts to explore the feasibility of, and if determined feasible, obtain/secure alternate emergency vehicle access to the MWWTP that would not be impacted by the 2012 Army Base rail traffic. The City shall coordinate its efforts with EBMUD. 	At the time of issuance of the first Certificate of Occupancy (CO)	City/Port
8. Project could fundamentally conflict with adopted City policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities adopted for the purpose of avoiding or mitigating an environmental effect.	See above for Mitigation Measures 3.16-5 through 3.16-1Sa and 3.16-1Sb		
	Mitigation 4.3-9: Redevelopment plans shall conform to City of Oakland or Port development standards with facilities that support transportation alternatives to the single-occupant automobile. Facilities that support transportation alternatives to the single-occupant automobile may include, and are not limited to, bus turnouts, bicycle racks, on-site showers, on-site lockers, and pedestrian and bicycle ways.	Prior to issuance of first permit related to construction (e.g., demolition, grading, etc.)	City/Port
9. Would the project result in a substantial, though temporary, adverse effect on the circulation system during construction of the project.	<p><u>SCA TRANS-2: Construction Traffic and Parking:</u> The project sponsor 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 (see also SCA TRANS-1, especially "h") and other nearby projects that could be simultaneously under construction. The project sponsor shall develop a construction management plan. The plan shall be submitted to EBMUD, the Port, and Caltrans for their review and comment ten (10) business days before submittal to the City. The project sponsor shall consider in good faith such comments and revise the plan as appropriate. The revised plan shall be submitted for review and approval by the City's Planning and Zoning Division, the Building Services Division, and the Transportation Services Division. The plan shall include at least the following items and requirements:</p> <ol style="list-style-type: none"> 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. Notification procedures for adjacent project sponsors and public safety personnel regarding when major deliveries, detours, and lane closures will occur. Location of construction staging areas for materials, equipment, and vehicles at an approved location. 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 	Prior to the issuance of a demolition, grading or building permit	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation/Implementation/ Monitoring	
		Schedule	Responsibility
	<p>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.</p> <p>e) Provision for accommodation of pedestrian flow.</p> <p>f) Provision for parking management and spaces for all construction workers to ensure that construction workers do not park in on-street spaces (see also SCA TRANS-1, especially "h").</p> <p>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.</p> <p>h) Any heavy equipment brought to the construction site shall be transported by truck, where feasible.</p> <p>i) No materials or equipment shall be stored on the traveled roadway at any time.</p> <p>j) Prior to construction, a portable toilet facility and a debris box shall be installed on the site, and properly maintained through project completion.</p> <p>k) All equipment shall be equipped with mufflers.</p> <p>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.</p> <p>Specifically, to further implement SCA TRANS-2, a traffic construction management analysis was performed which recommended certain improvements to the Adeline/5th and Adeline/3rd Street and Adeline Street intersection, which is discussed under construction impacts of the Traffic and Transportation section of the 2012 OARB Initial Study/Addendum.</p>		
	<p>Mitigation 4.3-13: Prior to commencing hazardous materials or hazardous waste remediation, demolition, or construction activities, a Traffic Control Plan (TCP) shall be implemented to control peak hours trips to the extent feasible, assure the safety on the street system and assure that transportation activities are protective of human health, safety, and the environment.</p> <p>Construction and remediation TCPs shall be designed and implemented to reduce to the maximum feasible extent traffic and safety impacts to regional and local roadways.</p> <p>The TCP shall address items including but not limited to: truck routes, street closures, parking for workers and staff, access to the project area and land closures or parking restrictions that may require coordination with and/or approval by the City, the Port and/or Caltrans. The TCP shall be submitted to the City Traffic Engineering and Planning divisions or the Port, as appropriate, for</p>	<p>Prior to issuance of first permit related to construction (e.g., demolition, grading, etc.)</p>	<p>City/Port</p>

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation/Implementation/ Monitoring:	
		Schedule	Responsibility
	<p>review and approval prior to the issuance of any building, demolition or grading permits. The City and the Port shall coordinate their respective approvals to maximize the effectiveness of the TCP measures. DTSC would have ongoing authority under its Remedial Action Plan/Remedial Monitoring Plan oversight and the Hazardous Substances Account Act to regulate remediation transportation activities, which must be protective of human health, safety and the environment.</p> <p>Remediation and demolition/construction traffic shall be restricted to designated truck routes within the City, and the TCP shall include a signage program for all truck routes serving the site during remediation or demolition/construction. A signage program details the location and type of truck route signs that would be installed during remediation and demolition/construction to direct trucks to and from the project area. Truck access points for entry and exit should be included in the TCP. In addition, as determined by City of Port staff, the developer shall be responsible for repairing any damage to the pavement that is caused by remediation or demolition/construction vehicles for restoring pavement to pre-construction conditions.</p> <p>Remediation and demolition/construction-related trips will be restricted to daytime hours, unless expressly permitted by the City or the Port, and to the extent feasible, trips will be minimized during the a.m. and p.m. peak hours.</p> <p>The TCP shall identify locations for construction/remediation staging. Remediation staging areas are anticipated to be located near construction areas, since remediation will be largely coordinated with redevelopment. In addition, the TCP shall identify and provide off-street parking for remediation and demolition/construction staff to the extent possible throughout all phases of redevelopment. If there is insufficient parking available within walking distance of the site for workers, the developer shall provide a shuttle bus or other appropriate system to transfer workers between the satellite parking areas and remediation or demolition/construction site.</p> <p>The TCP shall also include measures to control dust, requirements to cover all loads to control odors, and provisions for emergency response procedures, health and safety driver education, and accident notification.</p>		
<p><u>Cumulative Impacts Year 2020 for 2012 OARB Project (Compared to Year 2025 for 2002 EIR Project)</u></p> <p>1. Increased congestion at signalized intersections outside the Downtown area exceeding the cumulatively significant threshold. (Year 2020)</p>	<p>Mitigation Measure 3.16-17: <i>West Grand Avenue & I-880 Frontage Road (#2).</i></p> <ul style="list-style-type: none"> Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the AM peak hour. Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. <p>To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval.</p> <p>The project sponsor shall fund, prepare, and install the approved plans and improvements.</p>	At the time of issuance of the first Certificate of Occupancy (CO)	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	7th Street & I-880 Northbound Off-Ramp (#12). See above for Mitigation 3.16-1		
2. One intersection located outside the downtown area, where the level of service is LOS E, the project would cause the total intersection average vehicle delay to increase by four (4) or more seconds, or degrade to worse than LOS E. (Year 2020)	<p>Mitigation Measure 3.16-18: San Pablo Ave & Ashby Ave (#42).</p> <ul style="list-style-type: none"> Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the PM peak hour. Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. <p>To implement this measure, the project sponsor shall coordinate with the City of Berkeley and Caltrans, and shall fund, prepare, and install the approved plans and improvements.</p>	At the time of issuance of the first Certificate of Occupancy (CO)	City/Port
3. One intersection with LOS F, where the project would cause (a) the total intersection average vehicle delay to increase by two (2) or more seconds, or (b) an increase in average delay for any of the critical movements of four (4) seconds or more; or (c) the volume-to-capacity ("V/C") ratio exceeds three (3) percent. (Year 2020)	12 th Street and Castro Street (#29) - See above for Mitigation Measure 3.16-4.		
4. Four roadway segments of the Congestion Management Program (CMP) would a) degrade to LOS F; or b) increase the V/C ratio by more than three percent for a roadway segment that would operate at LOS F without the project (Year 2020).	See above for Mitigation Measure 4.3-4 and SCA TRANS-1.		
<p><u>Cumulative Impacts for Year 2035 for 2012 OARB Project (Compared to Year 2025 for 2002 EIR Project)</u></p> <p>1. Three intersections located outside the Downtown area, which the project would cause the level of service (LOS) to degrade to worse than LOS D. (Year 2035)</p>	<p>Mitigation Measure 3.16-19: West Grand Avenue & Maritime Street (#1).</p> <ul style="list-style-type: none"> Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the PM peak hour. Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. <p>To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval.</p> <p>The project sponsor shall fund, prepare, and install the approved plans and improvements.</p>	Mitigation at this intersection may be required by Year 2028. Investigation of the need for this mitigation shall be studied in 2028 and every three years thereafter until 2035 or until the mitigation measure is implemented,	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/Monitoring	
		Schedule	Responsibility
		whichever occurs first.	
	Mitigation Measure: <i>7th Street & I-880 Northbound Off-Ramp (#12)</i> . See above for Mitigation Measure 3.16-1.		
	<p>Mitigation Measure 3.16-20: <i>7th Street & Union Street (#15)</i>.</p> <ul style="list-style-type: none"> Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the AM peak hour. Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. <p>To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval.</p> <p>The project sponsor shall fund, prepare, and install the approved plans and improvements.</p>	Mitigation at this intersection may be required by Year 2032. Investigation of the need for this mitigation shall be studied in 2032 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	City/Port
1. At one intersection located within the Downtown area, the project would cause the LOS to degrade to worse than LOS E. (Year 2035)	<p>Mitigation Measure 3.16-21: <i>West Grand Avenue & Northgate Avenue (#8)</i>.</p> <ul style="list-style-type: none"> Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the AM peak hour. Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. <p>To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval.</p> <p>The project sponsor shall fund, prepare, and install the approved plans and improvements.</p>	Mitigation at this intersection may be required by Year 2030. Investigation of the need for this mitigation shall be studied in 2030 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	City/Port
3. At two intersections located outside the Downtown area where the level of service is LOS E, would the project cause the total intersection average vehicle delay to increase by four (4) or more seconds, or degrade to worse than LOS E (Year 2035)	<p>Mitigation Measure 3.16-22: <i>5th Street & Union Street / I-880 North Ramps (#21)</i>.</p> <ul style="list-style-type: none"> Optimize signal timing (i.e., increase the traffic signal cycle length to 100 seconds and adjust the allocation of green time for each intersection approach) for the PM peak hour. Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. <p>To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval.</p>	Mitigation at this intersection may be required by Year 2022. Investigation of the need for this mitigation shall be studied in 2022 and every three years thereafter until 2035	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation/Implementation/ Monitoring	
		Schedule	Responsibility
	<p>The project sponsor shall fund, prepare, and install the approved plans and improvements.</p>	<p>or until the mitigation measure is implemented, whichever occurs first.</p>	
	<p>Mitigation Measure 3.16-23: <i>MacArthur Boulevard & Market Street (#33).</i></p> <ul style="list-style-type: none"> Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the AM peak hour. Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. <p>To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval.</p> <p>The project sponsor shall fund, prepare, and install the approved plans and improvements.</p>	<p>Mitigation at this intersection may be required by Year 2032. Investigation of the need for this mitigation shall be studied in 2032 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.</p>	<p>City/Port</p>
<p>4. Eleven intersections where the level of service is LOS F, the project would cause (a) the total intersection average vehicle delay to increase by two (2) or more seconds, or (b) an increase in average delay for any of the critical movements of four (4) seconds or more; or (c) the volume-to-capacity ("V/C") ratio increases 0.03 or more (but only if the delay values are greater than 120 seconds of average intersection delay as delay values over 120 seconds tend to increase exponentially and are then generally considered unreliable). (Year 2035)</p>	<p>Mitigation Measure 3.16- 24: <i>West Grand Avenue & I-880 Frontage Road (#2).</i></p> <ul style="list-style-type: none"> Optimize signal timing (i.e., increase the traffic signal cycle length and adjust the allocation of green time for each intersection approach) for the AM and PM peak hours. Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group <p>To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval.</p> <p>The project sponsor shall fund, prepare, and install the approved plans and improvements.</p>	<p>Mitigation at this intersection may be required by Year 2021. Investigation of the need for this mitigation shall be studied in 2021 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.</p>	<p>City/Port</p>
	<p>Mitigation Measure 3.16- 25: <i>West Grand Avenue & Adeline Street (#4).</i></p> <ul style="list-style-type: none"> Optimize signal timing (i.e., increase the traffic signal cycle length to 90 seconds and adjust the allocation of green time for each intersection approach) for the PM peak hour. Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. <p>To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to</p>	<p>Mitigation at this intersection may be required by Year 2032. Investigation of the need for this mitigation shall be studied in 2032 and every three years thereafter until 2035</p>	<p>City/Port</p>

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring	
		Schedule	Responsibility
	<p>City of Oakland's Transportation Engineering Division for review and approval.</p> <p>The project sponsor shall fund, prepare, and install the approved plans and improvements.</p>	<p>or until the mitigation measure is implemented, whichever occurs first.</p>	
	<p>Mitigation Measure 3.16- 26: <i>West Grand Avenue & Market Street (#5)</i></p> <ul style="list-style-type: none"> • Provide split phasing for northbound and southbound movements. • Optimize signal timing (i.e., increase the traffic signal cycle length to 120 seconds and adjust the allocation of green time for each intersection approach) for both the AM and PM peak hours. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. <p>To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval.</p> <p>The project sponsor shall fund, prepare, and install the approved plans and improvements.</p>	<p>Mitigation at this intersection may be required by Year 2022. Investigation of the need for this mitigation shall be studied in 2022 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.</p>	City/Port
	<p>Mitigation Measure 3.16- 27: <i>West Grand Avenue & San Pablo Avenue (#6)</i></p> <ul style="list-style-type: none"> • Remove approximately seven (7) parking spaces on the south side of West Grand Avenue; add an eastbound through lane between San Pablo Avenue and Martin Luther King Jr. Way; and convert the eastbound right turn lane to a through-right combination lane. • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the PM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. <p>To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval.</p> <p>The project sponsor shall fund, prepare, and install the approved plans and improvements.</p>	<p>Mitigation at this intersection may be required by Year 2026. Investigation of the need for this mitigation shall be studied in 2026 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.</p>	City/Port
	<p>Mitigation Measure 3.16- 28: <i>West Grand Avenue & Harrison Street (#9)</i></p> <ul style="list-style-type: none"> • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the PM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. <p>To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to</p>	<p>Mitigation at this intersection may be required by Year 2025. Investigation of the need for this mitigation shall be studied in 2025 and every three years thereafter until 2035</p>	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation/Implementation/Monitoring	
		Schedule	Responsibility
	<p>City of Oakland's Transportation Engineering Division for review and approval.</p> <p>The project sponsor shall fund, prepare, and install the approved plans and improvements.</p>	or until the mitigation measure is implemented, whichever occurs first.	
	<p>Mitigation Measure 3.16- 29: 7th Street & Harrison Street (#18)</p> <ul style="list-style-type: none"> Optimize signal timing (i.e., increase the traffic signal cycle length to 80 seconds and adjust the allocation of green time for each intersection approach) for the PM peak hour. Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. <p>To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval.</p> <p>The project sponsor shall fund, prepare, and install the approved plans and improvements.</p>	<p>Mitigation at this intersection may be required at the time of Project construction. Investigation of the need for this mitigation shall be studied at the time of construction and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.</p>	City/Port
	<p>Mitigation Measure 3.16- 30: 6th Street & Jackson Street (#20)</p> <ul style="list-style-type: none"> Optimize signal timing (i.e., increase the traffic signal cycle length to 80 seconds and adjust the allocation of green time for each intersection approach) for the AM peak hour. Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. <p>To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval.</p> <p>The project sponsor shall fund, prepare, and install the approved plans and improvements.</p>	<p>Mitigation at this intersection may be required by Year 2025. Investigation of the need for this mitigation shall be studied in 2025 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.</p>	City/Port
	<p>Mitigation Measure 3.16- 31: 12th Street & Brush Street (#28)</p> <ul style="list-style-type: none"> Optimize signal timing (i.e., increase the traffic signal cycle length to 120 seconds and adjust the allocation of green time for each intersection approach) for the AM peak hour. Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. 	<p>Mitigation at this intersection may be required by Year 2023. Investigation of the need for this mitigation shall be</p>	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/Monitoring	
		Schedule	Responsibility
	<p>To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval.</p> <p>The project sponsor shall fund, prepare, and install the approved plans and improvements.</p>	<p>studied in 2023 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.</p>	
	<p><i>12th Street & Castro Street (#29).</i> See Mitigation Measure 3.16-4 above.</p>		
	<p>Mitigation Measure 3.16- 32: <i>Powell Street & Hollis Street (#37)</i></p> <ul style="list-style-type: none"> • Provide protected plus permitted traffic signal phasing for the northbound and southbound Hollis Street movements. • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for both the AM and PM peak hours. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. <p>To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Emeryville's Transportation Engineering Division for review and approval.</p> <p>The project sponsor shall fund, prepare, and install the approved plans and improvements.</p>	<p>Mitigation at this intersection may be required by Year 2028. Investigation of the need for this mitigation shall be studied in 2028 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.</p>	<p>City/Port</p>
	<p>Mitigation Measure 3.16- 33: <i>Powell Street/Stanford Avenue & San Pablo Avenue (#38)</i></p> <ul style="list-style-type: none"> • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the AM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. <p>To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval.</p> <p>The project sponsor shall fund, prepare, and install the approved plans and improvements.</p>	<p>Mitigation at this intersection may be required by Year 2021. Investigation of the need for this mitigation shall be studied in 2021 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.</p>	<p>City/Port</p>
<p>4. Four roadway segments of the Congestion Management Program (CMP) would a) degrade to LOS F; or</p>	<p>See above for Mitigation Measure 4.3-4</p>		

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/Monitoring:	
		Schedule	Responsibility
b) increase the V/C ratio by more than three percent for a roadway segment that would operate at LOS F without the project (Year 2035).			
<p>Planning Related Non-CEQA Issues</p> <p>Queuing</p> <p>Existing Plus Project: The project would result in exceedance of available storage capacity at only the following locations:</p> <ul style="list-style-type: none"> • Northbound left-mrm at W. Grand Avenue & Maritime Street (#1) - PM peak hour • Westbound left-mm at 7th Street & Maritime Street (#10) – AM & PM peak hours • Eastbound left-turn at 7th Street & I-880 northbound off-ramp (#12) – PM peak hour 	<p>Recommended Measures (not required by CEQA)</p> <p>The following improvements are recommended to accommodate the anticipated queues:</p> <ul style="list-style-type: none"> ▪ W. Grand Avenue & Maritime Street (#1). Extend the northbound left-turn storage length to 475 feet; while providing a minimum of 100 feet storage length for the southbound left-turn movement at the Burma Road and Maritime Street intersection (#46). ▪ 7th Street & Maritime Street (#10). Extend the westbound left-mm storage length to 320 feet by removing a portion of the existing center median. ▪ 7th Street & I-880 northbound off-ramp (#12). Convert one of the existing eastbound through lane to an exclusive left-turn lane to provide two left-turn lanes, and one through lane. 	At issuance of first Certificate of Occupancy (CO)	City/Port
<p>Year 2020 cumulative conditions: Similar to Existing plus Project conditions, the Project would result in exceedance of available storage at the same three intersections:</p> <ul style="list-style-type: none"> • Northbound left-mm at W. Grand Avenue & Maritime Street (#1) - PM peak hour • Westbound left-mrm at 7th Street & Maritime Street (#10) – AM & PM peak hours • Eastbound and southbound left-turn at 7th Street & I-880 northbound off-ramp (#12) – PM peak hour 	<p>Recommended Measures (not required by CEQA)</p> <p>The following improvements are recommended to accommodate the anticipated queues:</p> <ul style="list-style-type: none"> ▪ W. Grand Avenue & Maritime Street (#1). Widen Maritime Street to provide two northbound left-turn lanes at the intersection. ▪ 7th Street & Maritime Street (#10). Extend the westbound left-turn storage length to 320 feet by removing a portion of the existing center median. ▪ 7th Street & I-880 northbound off-ramp (#12). Convert one of the existing eastbound through lane to an exclusive left-turn lane to provide two left-turn lanes, and one through lane; and extend the southbound left-turn storage pocket to 250 feet by removing a portion of the existing center median. 	At issuance of first Certificate of Occupancy (CO) or 2020, whichever is later	City/Port
Utilities			
1. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control	See above for SCA HYD-4 (Hydrology and Water Quality section)		

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/Monitoring	
		Schedule	Responsibility
Board?			
2. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	SCA UTL-3: Underground Utilities: 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.	Prior to issuance of a building permit.	City/Port
	SCA UTL-5: Improvements in the Public Right-of Way (Specific): Final building and public improvement plans submitted to the Building Services Division shall include the following components: Examples include: a) Install additional standard City of Oakland streetlights. 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. 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. f) Remove and replace deficient concrete sidewalk, curb and gutter within property frontage. g) Provide adequate fire department access and water supply, including, but not limited to currently adopted fire codes and standards.	Approved prior to the issuance of a grading or building permit.	City/Port
	SCA UTL-6: Payment for Public Improvements: The project applicant shall pay for and install public improvements made necessary by the project including damage caused by construction activity.	Prior to issuance of a final inspection of the building permit.	City/Port
3. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	Mitigation 4.9-4: Individual actions with landscaping requirements of one or more acres shall plumb landscape areas for irrigation with recycled water. As subsequent redevelopment activities are designed, the City and Port would require that activities of a certain magnitude shall include a reclaimed landscaping irrigation system. The City and Port would make this a condition of approval for private actions that require such approval, and would include reclaimed landscape water systems in the design of their own public projects.	Prior to issuance of a building permit or other construction-related permit.	City/Port
	Mitigation 4.9-S: Individual buildings with gross floor area exceeding 10,000 square feet shall install dual plumbing for both potable and recycled water, unless determined to be infeasible by the	Prior to issuance of a building permit or	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation/Implementation/ Monitoring:	
		Schedule	Responsibility
	<p>approving agency (City or Port).</p> <p>Any major subsequent redevelopment activity that includes total usable floor area within or more building of 10,000 square feet or more would be required to provide a dual plumbing system—one for potable water, and one for reclaimed water. Reclaimed water may be used for certain industrial uses, and for landscape irrigation, toilet flushing, and other appropriate purposes.</p>	other construction-related permit.	
	<p>Mitigation 4.9-6: Site design shall facilitate use of recycled water, and shall comply with requirements of CCR Title 22 regarding prohibitions of site run-off to surface waters.</p> <p>When subsequent redevelopment activities are required to include reclaimed water in their design, the City and Port would ensure that requirements of Title 22 intended to protect the environment are reflected in that design, including prohibitions against run-off to surface waters. The City, Port, and proponents of subsequent redevelopment activities should coordinate these efforts with the reclaimed water supplier, EBMUD.</p>	Prior to issuance of a building permit or other construction-related permit.	City/Port
	<p>SCA UTL-1a: Compliance with the Green Building Ordinance, OMC Chapter 18.02:</p> <p><i>(Note: Final details for text highlighted in gray below to be provided upon issuance of a permit)</i></p> <p><i>Prior to issuance of a demolition, grading, or building permit</i></p> <p>The applicant shall comply with the requirements of the California Green Building Standards (CALGreen) mandatory measures and the applicable requirements of the Green Building Ordinance, OMC Chapter 18.02.</p> <p>a) The following information shall be submitted to the Building Services Division for review and approval with the application for a building permit:</p> <ol style="list-style-type: none"> i. Documentation showing compliance with Title 24 of the 2008 California Building Energy Efficiency Standards. ii. Completed copy of the final green building checklist approved during the review of the Planning and Zoning permit. iii. Copy of the Unreasonable Hardship Exemption, if granted, during the review of the Planning and Zoning permit. iv. Permit plans that show, in general notes, detailed design drawings, and specifications as necessary, compliance with the items listed in subsection (b) below. v. Copy of the signed statement by the Green Building Certifier approved during the review of the Planning and Zoning permit that the project complied with the requirements of the Green Building Ordinance. vi. Signed statement by the Green Building Certifier that the project still complies with the requirements of the Green Building Ordinance, unless an Unreasonable Hardship Exemption was granted during the review of the Planning and Zoning permh. vii. Other documentation as deemed necessary by the City to demonstrate compliance with the 	Prior to issuance of a demolition, grading, or building permit; or during construction or after construction as specified in SCA UTL-1a or UTL-1b.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/Monitoring	
		Schedule	Responsibility
	<p>Green Building Ordinance.</p> <p>b) The set of plans in subsection (a) shall demonstrate compliance with the following:</p> <ol style="list-style-type: none"> i. CALGreen mandatory measures. ii. All pre-requisites per the LEED / GreenPoint Rated checklist approved during the review of the Planning and Zoning permit, or, if applicable, all the green building measures approved as part of the Umeasonable Hardship Exemption granted during the review of the Planning and Zoning permit. iii. Insert green building point level/certification requirement: (See Green Building Summary Table) per the appropriate checklist approved during the Planning entitlement process. iv. All green building points identified on the checklist approved during review of the Planning and Zoning permit, unless a Request for Revision Plan-check application is submitted and approved by the Planning and Zoning Division that shows the previously approved points that will be eliminated or substituted. v. The required green building point minimums in the appropriate credit categories. <p><i>During construction</i></p> <p>The applicant shall comply with the applicable requirements CALGreen and the Green Building Ordinance, Chapter 18.02.</p> <p>a) The following information shall be submitted to the Building Inspections Division of the Building Services Division for review and approval:</p> <ol style="list-style-type: none"> i. Completed copies of the green building checklists approved during the review of the Planning and Zoning permit and during the review of the building permit. ii. Signed statement(s) by the Green Building Certifier during all relevant phases of construction that the project complies with the requirements of the Green Building Ordinance. iii. Other documentation as deemed necessary by the City to demonstrate compliance with the Green Building Ordinance. <p><i>After construction, as specified below</i></p> <p>Within sixty (60) days of the final inspection of the building permit for the project, the Green Building Certifier shall submit the appropriate documentation to Build It Green/Green Building Certification Institute and attain the minimum certification/point level identified in subsection (a) above. Within one year of the final inspection of the building permit for the project, the applicant shall submit to the Planning and Zoning Division the Certificate from the organization listed above demonstrating certification and compliance with the minimum point/certification level noted above.</p> <p><u>SCA UTL-1b: Compliance with the Green Building Ordinance, OMC Chapter 18.02, for Building and Landscape Projects Using the StopWaste.Org Small Commercial or Bay Friendly Basic Landscape Checklist</u></p>		

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/Monitoring	
		Schedule	Responsibility
	<p><i>Prior to issuance of a building permit</i></p> <p>The applicant shall comply with the requirements of the California Green Building Standards (CALGreen) mandatory measures and the applicable requirements of the Green Building Ordinance, (OMC Chapter 18.02.) for projects using the StopWaste.Org Small Commercial or Bay Friendly Basic Landscape Checklist.</p> <p>a) The following information shall be submitted to the Building Services Division for review and approval with application for a Building permit:</p> <ul style="list-style-type: none"> i. Documentation showing compliance with the 2008 Title 24, California Building Energy Efficiency Standards. ii. Completed copy of the green building checklist approved during the review of a Planning and Zoning permit. iii. Permit plans that show in general notes, detailed design drawings and specifications as necessary compliance with the items listed in subsection (b) below. iv. Other documentation to prove compliance. <p>b) The set of plans in subsection (a) shall demonstrate compliance with the following:</p> <ul style="list-style-type: none"> i. CALGreen mandatory measures. ii. All applicable green building measures identified on the StopWaste.Org checklist approved during the review of a Planning and Zoning permit, or submittal of a Request for Revision Plan-check application that shows the previously approved points that will be eliminated or substituted. <p><i>During construction</i></p> <p>The applicant shall comply with the applicable requirements of CALGreen and Green Building Ordinance, Chapter 18.02 for projects using the StopWaste.Org Small Commercial or Bay Friendly Basic Landscape Checklist.</p> <p>a) The following information shall be submitted to the Building Inspections Division for review and approval:</p> <ul style="list-style-type: none"> i. Completed copy of the green building checklists approved during review of the Planning and Zoning permit and during the review of the Building permit. ii. Other documentation as deemed necessary by the City to demonstrate compliance with the Green Building Ordinance. 		
4. Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing	See above for SCA HYD-4 (Hydrology and Water Quality section)		

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation/Implementation/ Monitoring	
		Schedule	Responsibility
commitments?			
5. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<p>SCA UTL-2: 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.</p> <p><i>Prior to issuance of demolition, grading, or building permit</i></p> <p>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 http://www2.oaklandnet.com/Government/o/PWA/o/FE/s/GAR/OAK024368 or in the Green Building Resource Center. After approval of the plan, the project applicant shall implement the plan.</p> <p><i>Ongoing</i></p> <p>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.</p>	Prior to issuance of demolition, grading, or building permit; or ongoing as specified in SCA ULT-2.	City/Port
	<p>Mitigation: 4.9-7: To the maximum extent feasible, the City and Port shall jointly participate in a deconstruction program to capture materials and recycle them into the construction market.</p> <p>Substantial quantities of construction debris would be generated by the removal of structures at the OARB, in both the Gateway and Port development areas. Some of the buildings span both development areas, and coordination between the Port and City is critical in reducing the amount of solid waste disposal that occurs in this sub-district. The City and Port would jointly plan, implement, and operate a program whereby buildings would be deconstructed, rather than demolished, and the resulting material would be recycled to the construction market as practicable. Material for recycling may include, and is not limited to, timbers and siding, ceramic fixtures, metal, and copper wiring. The City and Port may elect to partner with local job-training bridge programs to provide construction training opportunities to Oakland residents through their deconstruction program.</p>		
	<p>Mitigation 4.9-8: Concrete and asphalt removed during demolition/construction shall be crushed on site or at a near site location, and reused in redevelopment or recycled to the construction market.</p>	On-going, during construction	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/Monitoring	
		Schedule	Responsibility
	<p>Foundation and paving removal would generate substantial debris, and the City and Port would ensure these materials are crushed and recycled. As a first preference, these materials should be re-used on-site; as a second preference, they would be sold to the construction market. The City and Port would make every effort practicable to avoid disposal to landfill of this material.</p> <p>This mitigation measure may itself result in impacts to the environment relative to noise and air quality. These impacts are discussed in Sections 4.4: Air Quality, and 4.15: Noise.</p>		
6. Comply with federal, State, and local statutes and regulations related to solid waste?	See above for SCA UTL-2		
7. Would the project violate applicable federal, state and local statutes and regulations relating to energy standards?	See above for SCA UTL-1		
8. Would the project result in a determination by the energy provider which serves or may serve the project that it does not have adequate capacity to serve the project's projected demand in addition to the providers' existing commitments and require or result in construction of new energy facilities or expansion of existing facilities, construction of which could cause significant environmental effects?	See above for SCA UTL-1		

INTRODUCED BY COUNCILMEMBER _____

FILED
OFFICE OF THE CITY CLERK
OAKLAND

APPROVED AS TO FORM AND LEGALITY

Mark P. Wall
City Attorney

2013 MAY 16 PM 2:19

OAKLAND CITY COUNCIL

ORDINANCE NO. _____ C.M.S.

AN ORDINANCE, AS RECOMMENDED BY THE CITY PLANNING COMMISSION, AMENDING THE OAKLAND PLANNING CODE TO CREATE THE GATEWAY INDUSTRIAL DISTRICT (D-GI) ZONE, AND MAKE CONFORMING CHANGES TO OTHER PLANNING CODE SECTIONS AND THE OAKLAND ZONING MAP TO APPLY THE D-GI ZONE TO APPROXIMATELY 160 ACRES IN THE GATEWAY DEVELOPMENT AREA OF THE FORMER OAKLAND ARMY BASE

WHEREAS, on June 12, 2012, the Oakland City Council, via Resolution No. 83930 C.M.S., approved the amended Oakland Army Base (OARB) Reuse Plan (Master Plan), including adopting the 2012 OARB Initial Study/Addendum, making related California Environmental Quality Act (CEQA) findings, and adopting the Standard Conditions of Approval/Mitigation Monitoring and Reporting Program (SCAMMRP); and

WHEREAS, the Gateway Development Area encompasses approximately 160 acres of the OARB and is comprised of the North Gateway area, West Gateway area, Central Gateway area, East Gateway area, and ancillary maritime services (AMS) site; and

WHEREAS, the Master Plan involves the removal of all buildings in the Gateway Development Area and the redevelopment of the site with new warehousing, recycling, maritime support, trucking-related, office, research and development, and rail-related activities (Project);

WHEREAS, on January 18, 2013, CASS, hlc., and California Waste Solutions, Inc., each submitted an application to amend the zoning in order to permit proposed recycling activities in the North Gateway area consistent with the Master Plan; and

WHEREAS, on March 19, 2013, Prologis CCIG Oakland Global, LLC, submitted an application to amend the zoning in order to permit warehousing, maritime support, and rail-related activities in the West Gateway, Central Gateway, and East Gateway areas consistent with the Master Plan; and

WHEREAS, trucking-related activities are planned for the AMS site consistent with the Master Plan; and

WHEREAS, a new zoning district called the Gateway Industrial District (D-GI) zone has been created to be applied to the Gateway Development Area (Rezoning), which is intended to implement the Master Plan by permitting land uses consistent with the Master Plan; and

WHEREAS, the Rezoning requires new development to comply with design standards to ensure that the design of new development is high quality; and

WHEREAS, the Rezoning is consistent with the Oakland General Plan; and

WHEREAS, the Landmarks Preservation Advisory Board held a duly noticed public hearing on the proposed Rezoning, as well as other planning matters, on April 8, 2013; and

WHEREAS, the City Planning Commission held a duly noticed public hearing on the proposed Rezoning, as well as other related planning matters, on May 1, 2013, and at the close of the hearing recommended approval of the Rezoning to the City Council; and

WHEREAS, the Community and Economic Development Committee held a duly noticed meeting on May 28, 2013, to consider the Rezoning, as well as other related planning matters, and recommended approval of such to the City Council; and

WHEREAS, the City Council held a duly noticed public hearing on the Rezoning, as well as other related planning matters, on June 4, 2013; now therefore

THE COUNCIL OF THE CITY OF OAKLAND DOES ORDAIN AS FOLLOWS:

Section 1. The City Council, based upon its own independent review, consideration, and exercise of its independent judgment, hereby finds and determines, on the basis of substantial evidence in the entire record before the City, that none of the circumstances necessitating further CEQA review are present. Thus, prior to approving the Rezoning, the City Council finds and determines that it can continue to rely on the previously adopted 2012 OARB Initial Study/Addendum for the reasons stated in the June 12, 2012, and May 28, 2013, City Council Agenda Reports and related attachments/exhibits. The (Final and Corrected) Standard Conditions of Approval/Mitigation Monitoring and Reporting Program, dated October 15, 2012, is also hereby reaffirmed/readopted.

Section 2. The City Council finds and determines that this action complies with CEQA and the Environmental Review Officer is directed to cause to be filed a Notice of Determination with the appropriate agencies.

Section 3. Title 17 of the Oakland Planning Code is hereby amended to (a) create the new D-GI zone for the Gateway Development Area and (b) make related text amendments to the Oakland Planning Code; as detailed in Exhibit A, attached hereto and hereby incorporated by reference.

Section 4. The City Council hereby authorizes staff to make non-substantive, technical conforming changes (essentially correction of typographical and clerical errors) prior to formal publication of the amendments in the Oakland Planning Code.

Section 5. The Oakland Zoning Map is hereby amended to map the new D-GI zone as indicated in Exhibit B, attached hereto and hereby incorporated herein by reference.

Section 6. The recitals set forth above are true and correct and are an integral part of this Ordinance.

Section 7. The City Council finds and determines the following:

a) The Project is consistent with the General Plan and all applicable planning and zoning enactments; and

c) The Rezoning is desirable in order to facilitate the successful Project implementation; and

d) The Project will have substantial economic and community benefits to the City, including generating pennant and construction jobs and the catalytic effect the project will have on revitalizing the surrounding neighborhood, which will result in increased property values in the surrounding area and an increase in the viability of existing businesses; and

e) The existing zoning for the Gateway Development Area is inadequate and contrary to public interest and that the public safety, health, convenience, comfort, prosperity and general welfare will be furthered by the Rezoning.

Section 8. Except as specifically set forth herein, this Ordinance suspends and supersedes all conflicting resolutions, ordinances, plans, codes, laws and regulations.

Section 9. If any phrase, clause, section, subsection, paragraph, subdivision, sentence, term or provision of this Ordinance or its application to any person or circumstances is finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Ordinance or the application of this Ordinance to other situations shall remain in full force and effect.

Section 10. That the record before this Council relating to this Ordinance includes, without limitation, the following:

1. the applications, including all accompanying maps and papers;
2. all relevant plans and maps;
3. all final staff reports, decision letters, and other documentation and information produced by or on behalf of the City;
4. all oral and written evidence received by the City staff, Landmarks Preservation Advisory Board, Planning Commission, and City Council before and during the public hearings on the application; and
5. all matters of common knowledge and all official enactments and acts of the City, such as (a) the General Plan and the General Plan Conformity Guidelines; (b) the Oakland Municipal Code, including, without limitation, the Oakland real estate regulations, Oakland Fire Code; (c) Oakland Planning Code; (d) other applicable City policies and regulations; and (e) all applicable state and federal laws, rules and regulations.

Section 11. That the custodians and locations of the documents or other materials which constitute the record of proceedings upon which the City's decision is based are respectively: (a)

the Office of Neighborhood Investment, 250 Frank H. Ogawa Plaza, 5th Floor, Oakland; (b) the Planning and Building Department, Planning Division, 250 Frank H. Ogawa Plaza, 3rd Floor, Oakland; and (c) the Office of the City Clerk, 1 Frank H. Ogawa Plaza, 1st Floor, Oakland.

Section 12. Pursuant to section 216 of the City Charter, this Ordinance is effective as of the date it is adopted if passed by an affirmative vote of at least six council members; otherwise, it is effective seven days after final adoption.

IN COUNCIL, OAKLAND, CALIFORNIA, _____

PASSED BY THE FOLLOWING VOTE:

AYES- BROOKS, GALLO, GIBSON MCELHANEY, KALB, KAPLAN, REID, SCHAAF, and PRESIDENT KERNIGHAN

NOES-

ABSENT-

ABSTENTION-

ATTEST: _____
LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California

DATE OF ATTESTATION: _____

[NOTE: TEXT BELOW REPRESENTS A NEW CHAPTER IN TITLE 17, OAKLAND PLANNING CODE.]

Chapter 17.101F - D-GI GATEWAY INDUSTRIAL DISTRICT ZONE REGULATIONS

Sections:

- 17.101F.010 - Title, intent, and description.
- 17.101F.020 - Required master plan conformance.
- 17.101F.030 - Permitted and conditionally permitted activities.
- 17.101F.040 - Permitted and conditionally permitted facilities.
- 17.101F.050 - Property development standards.
- 17.101F.060 - Design standards.
- 17.101F.070 - Demolition.
- 17.101F.080 - Other zoning provisions.

17.101F.010 - Title, intent, and description.

The provisions of this Chapter shall be known as the Gateway Industrial District (D-GI) Zone Regulations. The intent of the D-Gi zone is to facilitate implementation of the Oakland Army Base Reuse Plan.

17.101F.020 - Required master plan conformance.

All development shall be in substantial conformance with the approved Oakland Army Base Reuse Plan, as amended, and adopted Standard Conditions of Approval and Mitigation Measures, as applicable.

17.101F.030 - Permitted and conditionally permitted activities.

Table 17.101F.01 lists the permitted, conditionally permitted, and prohibited activities in the D-GI zone. The descriptions of these activities are contained in Chapter 17.10. Section 17.10.040 contains permitted accessory activities.

"P" designates permitted activities in the zone.

"C" designates activities that are permitted only upon the granting of a Conditional Use Permit (CUP) in the corresponding zone (see Chapter 17.134 for the CUP procedure).

"L" designates activities subject to certain limitations or notes listed at the bottom of the table.

"—" designates activities that are prohibited except as accessory activities according to the regulations contained in Section 17.010.040.

Table 17.101F.01: Permitted and Conditionally Permitted Activities

Activities	Zone	Additional Regulations
	D-GI	
Residential Activities		
Permanent	—	
Residential Care	—	
Service-Enriched Permanent Housing	—	
Transitional Housing	—	
Emergency Shelter	—	
Semi-Transient	—	
Bed and Breakfast	—	
Civic Activities		
Essential Service	P(L1)	
Limited Child-Care Activities	—	
Community Assembly	P(L2)(L3)	
Recreational Assembly	—	
Community Education	—	
Nonassembly Cultural	P(L4)	
Administrative	P	
Health Care	—	
Special Health Care	—	
Utility and Vehicular	P(L2)	
Extensive Impact	P(L2)	
Commercial Activities		
General Food Sales	P	
Full Service Restaurants	P	
Limited Service Restaurant and Cafe	P	
Fast-Food Restaurant	C	17.102.210 and 8.09
Convenience Market	P(L5)	17.102.210
Alcoholic Beverage Sales	C	17.102.210 and 17.102.040
Mechanical or Electronic Games	—	
Medical Service	P(L2)	
General Retail Sales	P(L2)	
Large-Scale Combined Retail and Grocery Sales	—	
Consumer Service	P(L2)	
Consultative and Financial Service	P	
Check Cashier and Check Cashing	—	
Consumer Cleaning and Repair Service	—	
Consumer Dry Cleaning Plant	—	
Group Assembly	P(L2)(L6)	

Personal Instruction and Improvement Services	P(L2)(L6)	
Administrative	P	
Business, Communication, and Media Services	P	
Broadcasting and Recording Services	P	
Research Service	P	
General Wholesale Sales	P	
Transient Habitation	—	
Wholesale and Professional Building Material Sales	P	
Automobile and Other Light Vehicle Sales and Rental	P(L2)	
Automobile and Other Light Vehicle Gas Station and Servicing	P	
Automobile and Other Light Vehicle Repair and Cleaning	P	
Taxi and Light Fleet-Based Services	P	
Automotive Fee Parking	P	
Animal Boarding	—	
Animal Care	—	
Undertaking Service	—	
Industrial Activities		
Custom Manufacturing	P	
Light Manufacturing	P	
General Manufacturing	P	
Heavy/High Impact	C	
Research and Development	P	
Construction Operations	P(L2)	
Warehousing, Storage, and Distribution		
A. General Warehousing, Storage and Distribution	P	
B. General Outdoor Storage	P	
C. Self-or Mini Storage	P	
D. Container Storage	P	
E. Salvage/Junk Yards	—	
Regional Freight Transportation		
A. Seaport	P	
B. Rail Yard	P	
Trucking and Truck-Related		
A. Freight/Truck Terminal	P	
B. Truck Yard	P	
C. Truck Weigh Stations	P	
D. Truck and Other Heavy Vehicle Sales, Rental, and Leasing	P	
E. Truck and Other Heavy Vehicle Service, Repair, and Refueling	P	
Recycling and Waste-Related		
A. Satellite Recycling Collection Centers	P	
B. Primary Recycling Collection Centers	P(L7)	17.73.035
Hazardous Materials Production, Storage, and Waste Management		

A. Small Scale Transfer and Storage	C	
B. Industrial Transfer/Storage	C	
C. Residuals Repositories	C	
D. Oil and Gas Storage	C	
Agriculture and Extractive Activities		
Plant nursery	—	
Crop and animal raising	—	
Mining and Quarrying	—	
Accessory off-street parking serving prohibited activities	C	17.102.100
Additional activities that are permitted or conditionally permitted in an adjacent zone, on lots near the boundary thereof	C	17.102.110

Limitations on Table 17.101F.01:

- L1.** Community gardens and botanical gardens are prohibited.
- L2.** These activities are limited to establishments that support or are associated with trucking, warehousing, or maritime-related activities.
- L3.** Community Assembly Activities are limited to public and private nonprofit clubs, lodges, and meeting halls.
- L4.** Nonassembly Cultural Activities are limited to museums and commemorative exhibits pertaining to trucking, warehousing, or maritime-related activities or the history of the site.
- L5.** Convenience Markets are limited to establishments located on the same lot as an Automobile and Other Light Vehicle Gas Station and Servicing Activity or a Truck and Other Heavy Vehicle Service, Repair, and Refueling Activity.
- L6.** Group Assembly Activities and Personal instruction and Improvement Services Activities are limited to instructional services.
- L7.** Primary Recycling Collection Centers shall comply with the performance standards set forth in Section 17.73.035.

17.101F.040 - Permitted and conditionally permitted facilities.

Table 17.101F.02 lists the permitted, conditionally permitted, and prohibited facilities in the D-GI zone. The descriptions of these facilities are contained in Chapter 17.10.

"P" designates permitted facilities in the corresponding zone.

"C" designates facilities that are permitted only upon the granting of a Conditional Use Permit (CUP) in the corresponding zone (see Chapter 17.134 for the CUP procedure).

"L" designates facilities subject to certain limitations listed at the bottom of the Table.

"—" designates facilities that are prohibited.

Table 17.101F.02: Permitted and Conditionally Permitted Facilities

Facilities	Zone	Additional Regulations
	D-GI	
Residential Facilities		

One-Family Dwelling	—	
One-Family Dwelling with Secondary Unit	—	
Two-Family Dwelling	—	
Multifamily Dwelling	—	
Rooming House	—	
Mobile Home	—	
Nonresidential Facilities		
Enclosed Nonresidential	P	
Open Nonresidential	P	
Drive-In	P	
Sidewalk Cafe	P	17.102.335
Shopping Center	—	
Drive-Through	P/C(L1)	
Telecommunications Facilities		
Micro Telecommunications	P	17.128
Mini Telecommunications	P	17.128
Macro Telecommunications	P	17.128
Monopole Telecommunications	P	17.128
Tower Telecommunications	P	17.128
Sign Facilities		
Residential Signs	—	
Special Signs	P	17.104
Development Signs	P	17.104
Realty Signs	P	17.104
Civic Signs	P	17.104
Business Signs	P	17.104
Advertising Signs	P(L2)	17.104

Limitations for Table 17.101F.02:

L1. Drive-Through Facilities associated with a Fast Food Restaurant are only permitted upon the granting of a Conditional Use Permit (see Chapter 17.134 for the Conditional Use Permit procedure). All other Drive-Through Facilities are permitted.

L2. Advertising Signs are limited to signs permitted pursuant to an agreement authorized by the Oakland City Council.

17.101F.050 - Property development standards.

Table 17.101F.03 below prescribes development standards specific to the D-GI Zone. The number designations in the "Additional Regulations" column refer to the regulations listed at the end of the Table.

Table 17.101F.03: Property Development Standards

Development Standards	D-GI zone	Additional Regulations
Minimum Lot Dimensions		
Width mean	25 ft	1
Frontage	25 ft	1
Lot area	5,000 sf	1
Maximum Building Height	65 ft	2, 3
Minimum Setbacks		
Minimum front	None	
Minimum interior side	None	
Minimum street side	None	
Rear	None	
Maximum Floor-Area Ratio (FAR)	5.0	4
Minimum Required Parking	See Chapter 17.116 for automobile parking and Chapter 17.117 for bicycle parking	

Additional Regulations for Table 17.101F.03:

1. See Sections 17.106.010 and 17.106.020 for exceptions to lot area, width mean, and street frontage regulations.
2. See Section 17.108.030 for allowed projections above height limits.
3. The maximum permitted building height does not apply to equipment, storage areas, or Advertising Signs. The maximum permitted building height may be exceeded upon the granting of a Conditional Use Permit (see Chapter 17.134 for the Conditional Use Permit procedure).
4. The maximum permitted floor-area ratio may be exceeded upon the granting of a Conditional Use Permit (see Chapter 17.134 for the Conditional Use Permit procedure).

17.101F.060 - Design standards.

All development shall comply with the design standards for the D-GI Zone adopted by the City Planning Commission, as amended.

17.101F.070 - Demolition.

The requirement in Section 15.36.070 pertaining to the demolition of structures prior to the issuance of a building permit to construct a replacement structure shall not apply in the D-GI Zone.

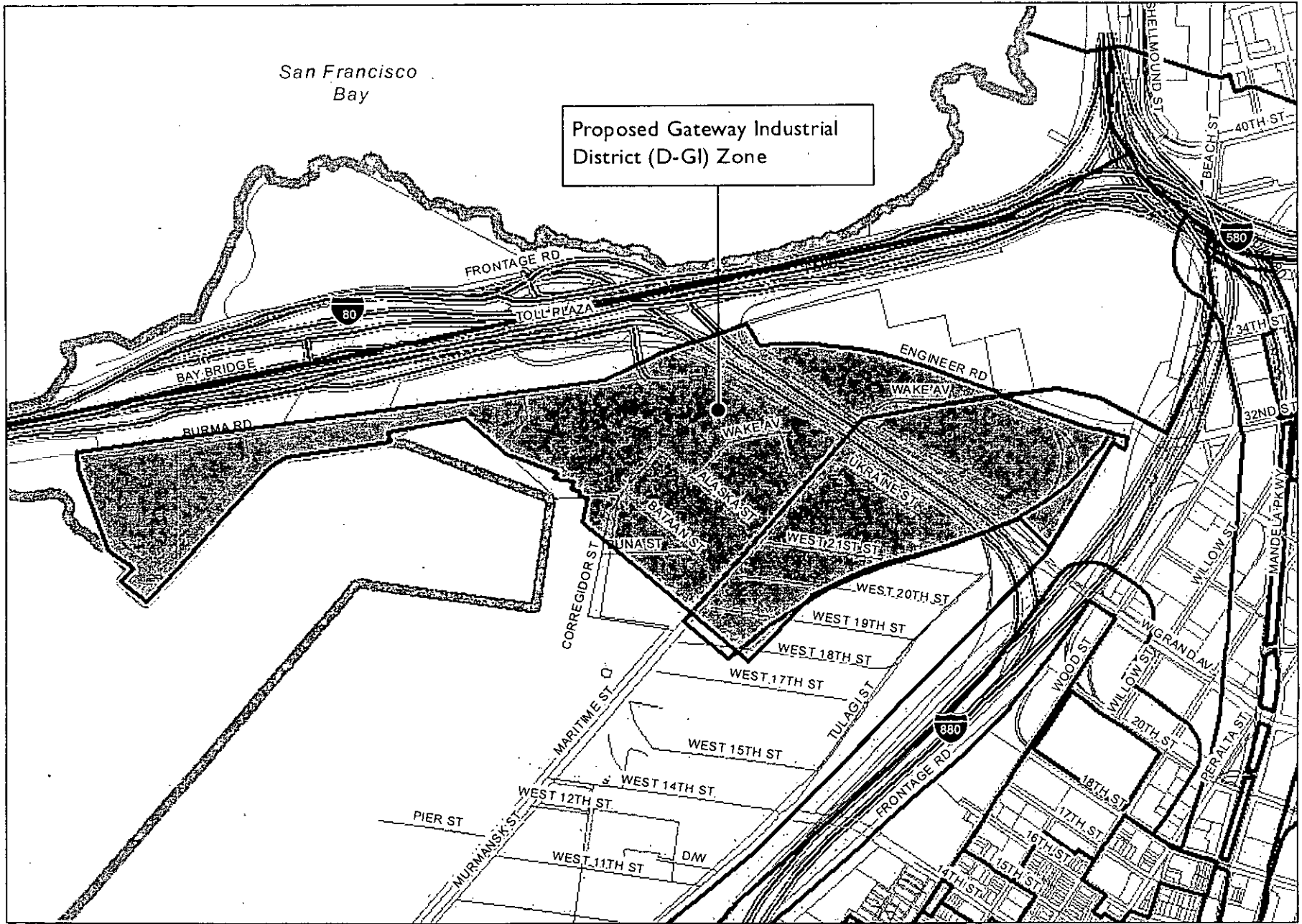
17.101F.080 - Other zoning provisions.

Except as expressly provided, all other provisions of the Oakland Municipal Code shall apply in the D-GI Zone, including but not limited to the provisions listed below.

- A. General Provisions. The general exceptions and other regulations set forth in Chapters 17.102, 17.104, 17.106, and 17.108 shall apply in the D-GI Zone.

- B. Buffering Regulations. The requirements of the buffering regulations in Chapter 17.110 shall apply in the D-GI Zone.
- C. Nonconforming Uses. Nonconforming uses and changes therein shall be subject to the nonconforming use regulations in Chapter 17.114.
- D. Parking and Loading. Off-street parking and loading shall be provided as prescribed in the off-street parking and loading requirements in Chapter 17.116.
- E. Bicycle Parking. Bicycle parking shall be provided as prescribed in the bicycle parking requirements in Chapter 17.117.
- F. Recycling Space Allocation Requirements. The recycling space allocation requirements in Chapter 17.118 shall apply in the D-GI Zone.
- G. Performance Standards. The performance standards in Chapter 17.120 shall apply in the D-GI Zone.
- H. Landscaping and Screening Standards. The landscaping and screening standards in Chapter 17.124 shall apply in the D-GI Zone.

Oakland Army Base Rezoning: Map of Proposed Zoning



Proposed Gateway Industrial District (D-GI) Zone

0 500 1,000 Feet



EXHIBIT B

INTRODUCED BY COUNCILMEMBER _____

FILED
OFFICE OF THE CITY CLERK
OAKLAND

APPROVED AS TO FORM AND LEGALITY

Mark P. Wald

City Attorney

2013 MAY 16 PM 2: 24

OAKLAND CITY COUNCIL

ORDINANCE NO. _____ C.M.S.

AN ORDINANCE, AS RECOMMENDED BY THE CITY PLANNING COMMISSION, AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF OAKLAND AND PROLOGIS CCIG OAKLAND GLOBAL, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR THE DEVELOPMENT ON APPROXIMATELY 160 ACRES IN THE GATEWAY DEVELOPMENT AREA OF THE FORMER OAKLAND ARMY BASE TO BE IN A FORM AND CONTENT SUBSTANTIALLY IN CONFORMANCE WITH THE ATTACHED DOCUMENTS, WITHOUT RETURNING TO CITY COUNCIL

WHEREAS, on June 12, 2012, the Oakland City Council, via Resolution No. 83930 C.M.S., approved the amended Oakland Army Base (OARB) Reuse Plan (Master Plan), including adopting the 2012 OARB Initial Study/Addendum, making related California Environmental Quality Act (CEQA) findings, and adopting the Standard Conditions of Approval/Mitigation Monitoring and Reporting Program (SCAMMRP); and

WHEREAS, the Gateway Development Area encompasses approximately 160 acres of the OARB; and

WHEREAS, on July 3, 2012, the Oakland City Council approved, via Ordinance No. 13131 C.M.S., a Lease Disposition and Development Agreement (LDDA) with Prologis CCIG Oakland Global, LLC, a Delaware Limited Liability Company (Developer), which provided for the development on approximately 130 acres of the Gateway Development Area of a mixed-use industrial (warehousing and logistics) and commercial, including billboard, maritime, rail, and open space project (Project) and other Project-related matters; and

WHEREAS, Developer now seeks to “vest” its rights for the Project for the term of the LDDA (approximately 70 years) through a Development Agreement with the City; and

WHEREAS, the City Planning Commission held a duly noticed public hearing on the proposed Development Agreement, as well as other related planning matters, on May 1, 2013, and at the close of the hearing recommended approval of the Development Agreement to the City Council; and

WHEREAS, the Community and Economic Development Committee held a duly noticed meeting on May 28, 2013, to consider the Development Agreement and recommended approval of such to the City Council; and

WHEREAS, the City Council held a duly noticed public hearing on the Development Agreement on June 4, 2013; now therefore

THE COUNCIL OF THE CITY OF OAKLAND DOES ORDAIN AS FOLLOWS:

Section 1: The City Council, based upon its own independent review, consideration, and exercise of its independent judgment, hereby finds and determines, on the basis of substantial evidence in the entire record before the City, that none of the circumstances necessitating further CEQA review are present. Thus, prior to approving the Development Agreement, the City Council finds and determines that it can continue to rely on the previously adopted 2012 OARB Initial Study/Addendum for the reasons stated in June 12, 2012, and May 28, 2013, City Council Agenda Report and related attachments/exhibits. The (Final and Corrected) Standard Conditions of Approval/Mitigation Monitoring and Reporting Program, dated October 15, 2012, is also hereby reaffirmed/readopted.

Section 2: The City Council finds and determines that this action complies with CEQA and the Environmental Review Officer is directed to cause to be filed a Notice of Determination with the appropriate agencies.

Section 3: The City Administrator or her designee is hereby authorized to negotiate and execute, in form and content substantially in conformance with the Development Agreement and its Exhibits/Attachments, as set forth in Exhibit A, without returning to City Council: (1) the Development Agreement with the Developer for the Project; (2) the exhibits to the Development Agreement; (3) such other additions, amendments or other modifications to the Development Agreement (including, without limitation, preparation and attachment of, or changes to, any or all of the exhibits) that the City Administrator, in consultation with the City Attorney's Office, determines are in the best interests of the City, do not materially increase the obligations or liabilities of the City, and are necessary or advisable to complete the transactions which the Development Agreement contemplates to be conclusively evidenced by the execution and delivery by the City Administrator of the Development Agreement and any such amendments thereto; and (4) such other documents as necessary or appropriate, in consultation with the City Attorney's Office, to facilitate the Project in order to consummate the transaction under the Development Agreement in accordance with this Ordinance, or to otherwise effectuate the purpose and intent of this Ordinance and its basic purpose.

Section 4. The recitals set forth above are true and correct and are an integral part of this Ordinance.

Section 5. The City Council finds and determines the following:

a) The Development Agreement contains all information required by State Law and by the Oakland Municipal Code, including all information referenced in Chapter 17.138; and

b) The Project is consistent with the General Plan and all applicable planning and zoning enactments; and

c) The Development Agreement is desirable in order to facilitate the successful Project implementation; and

d) The Project will have substantial economic and community benefits to the City, including generating permanent and construction jobs and the catalytic effect the project will have on revitalizing the surrounding neighborhood, which will result in increased property values in the surrounding area and an increase in the viability of existing businesses; and

e) The public safety, health, convenience, comfort, prosperity and general welfare will be furthered by the Development Agreement.

Section 6. Except as specifically set forth herein, this Ordinance suspends and supersedes all conflicting resolutions, ordinances, plans, codes, laws and regulations.

Section 7. If any phrase, clause, section, subsection, paragraph, subdivision, sentence, term or provision of this Ordinance or its application to any person or circumstances is finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Ordinance or the application of this Ordinance to other situations shall remain in full force and effect.

Section 8. If any phrase, clause, section, subsection, paragraph, subdivision, sentence, term or provision of the Development Agreement that this Ordinance approves or application of the Development Agreement to any person or circumstances is finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of the Development Agreement or the application of the Development Agreement to other situations shall remain in full force and effect. Notwithstanding the foregoing, if any material term or provision of the Development Agreement or the application of such material term or condition to a particular situation is finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then the Parties to the Development Agreement shall work in good faith and fully cooperate with each other to amend the Development Agreement to carry out its intent.

Section 9. That the record before this Council relating to this Ordinance includes, without limitation, the following:

1. the application, including all accompanying maps and papers;
2. all relevant plans and maps;
3. all final staff reports, decision letters and other documentation and information produced by or on behalf of the City;
4. all oral and written evidence received by the City staff, Planning Commission, and City Council before and during the public hearings on the application; and
5. all matters of common knowledge and all official enactments and acts of the City, such as (a) the General Plan and the General Plan Conformity Guidelines; (b) the Oakland Municipal Code, including, without limitation, the Oakland real estate regulations, Oakland Fire Code; (c) Oakland Planning Code; (d) other applicable City policies and regulations; and (e) all applicable state and federal laws, rules and regulations.

Section 10. That the custodians and locations of the documents or other materials which constitute the record of proceedings upon which the City's decision is based are respectively: (a) the Office of Neighborhood Investment, 250 Frank H. Ogawa Plaza, 5th Floor, Oakland; (b) the Planning and Building Department, Planning Division, 250 Frank H. Ogawa Plaza, 3rd Floor, Oakland; and (c) the Office of the City Clerk, 1 Frank H. Ogawa Plaza, 1st Floor, Oakland.

Section 11. This Ordinance shall not be codified in the Oakland Municipal Code.

Section 12. Pursuant to section 216 of the City Charter, this Ordinance is effective as of the date it is adopted if passed by an affirmative vote of at least six council members; otherwise, it is effective seven days after final adoption.

Section 13. All documents related to this transaction shall be reviewed and approved by the City Attorney's Office prior to execution, and copies will be placed on file with the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA _____

PASSED BY THE FOLLOWING VOTE:

AYES- BROOKS, GALLO, GIBSON MCELHANEY, KALB, KAPLAN, REID, SCHAAF, and PRESIDENT KERNIGHAN

NOES-

ABSENT-

ABSTENTION-

ATTEST: _____

LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California

DATE OF ATTESTATION: _____

MRW

NO COST RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Oakland
Dept. of Planning & Building
Attention: Rachel Flynn, Director of Planning & Building
250 Frank H. Ogawa Plaza, Suite 3315
Oakland, CA 94612

(Above Space for Recorder's Use Only)

DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF OAKLAND

AND

PROLOGIS CCIG OAKLAND GLOBAL, LLC

REGARDING THE PROPERTY AND PROJECT KNOWN AS

“GATEWAY DEVELOPMENT/OAKLAND GLOBAL”

Dated _____, 2013

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DEVELOPMENT AGREEMENT
("Gateway Development/Oakland Global")

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of this ___ day of _____, 2013, by and between the CITY OF OAKLAND, a California charter city ("City"), and PROLOGIS CCIG OAKLAND GLOBAL, LLC, a Delaware limited liability company ("Developer"), pursuant to California Government Code Sections 65864, et seq., with respect to the development of the property and project known as the "Gateway Development/Oakland Global." City and Developer shall collectively be referred to herein as the "Parties," and may each individually be referred to as a "Party."

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the Parties:

This Agreement is entered into on the basis of the following facts, understandings and intentions of the Parties:

A. These Recitals refer to and utilize terms which are defined in this Agreement; and the Parties refer to those definitions in conjunction with their use in these Recitals.

B. The Development Agreement Legislation authorizes City to enter into development agreements in connection with the development of real property within its jurisdiction. The Development Agreement Ordinance establishes the authority and procedure for review and approval of proposed development agreements by City.

C. Developer applied for approval of this Agreement to: (I) vest the land use policies established in the General Plan, the Oakland Army Base Redevelopment Plan (as amended prior to the Adoption Date), the Oakland Army Base Reuse Plan (as amended prior to the Adoption

Date), and other Existing City Regulations as of the Adoption Date; (2) vest its rights and City's obligations regarding current and future approvals necessary for the Project; (3) allocate responsibility for the cost and implementation of the Mitigation Monitoring and Reporting Program; and (4) memorialize certain other agreements made between City and Developer with respect to the Project. City and Developer acknowledge that development and construction of the Project is a large-scale undertaking involving major investments by Developer, with development occurring in phases over a period of years. Certainty that the Project can be developed and used in accordance with the General Plan, theOakland Army Base Redevelopment Plan (as amended prior to the Adoption Date), the Oakland Army Base Reuse Plan (as amended prior to the Adoption Date), and other Existing City Regulations, will benefit City and Developer and will provide the Parties certainty with respect to implementation of the policies set forth in the General Plan, theOakland Army Base Redevelopment Plan (as amended prior to the Adoption Date), the Oakland Army Base Reuse Plan (as amended prior to the Adoption Date), and the other Existing City Regulations.

D. Development of the Project will meet the key objectives of City embodied in the General Plan, the Oakland Army Base Redevelopment Plan (as amended prior to the Adoption Date), the Oakland Army Base Reuse Plan (as amended prior to the Adoption Date) and other Existing City Regulations. Specifically, the development of the Project will provide many benefits to City and the public including, but not limited to: (1) mitigate or avoid potentially significant environmental impacts; (2) provide public improvements and infrastructure; (3) deliver the Community Benefits required by the LDDA and the Ground Leases; (4) strengthen City's economic base with a variety of long term jobs, in addition to shorter term construction jobs; (5) provide for and generate substantial revenues for City in the form of one time fees and

Exactions, rent pursuant to the applicable ground leases, property tax and other fiscal benefits; and (6) otherwise achieve the goals and purposes for which the Development Agreement Ordinance was enacted. City is therefore willing to enter into this Agreement to, among other things: (1) provide certainty to encourage the required substantial private investment in the comprehensive development and planning of the Project; (2) secure orderly development and progressive fiscal benefits for public services, improvements and facilities planning in City; and (3) fulfill and implement adopted City plans, goals, policies and objectives, including, among others, those embodied in City's General Plan.

E. City recognizes the pioneering nature of the Project and the Project Site, and City intends that implementation of the General Plan and Redevelopment Plan policies, objectives and goals, and the zoning ordinance, as amended, will create increased value, operation and function of the Port of Oakland area and the surrounding neighborhoods.

F. City and Developer anticipate that the full build-out of the Gateway/Oakland Global project pursuant to this Agreement will generate economic and community benefits to the City of Oakland and Oakland residents.

G. The Development Agreement Legislation authorizes City to enter into a development agreement with any Person having a legal or equitable interest in real property. Developer has an interest in the Project Site described in Exhibit A, attached hereto, pursuant to the Lease Development and Disposition Agreement, by and among the City, the Oakland Redevelopment Successor Agency and Developer, effective December 4, 2012 (the "LDDA").

H. Developer proposes the development of the Project Site for a mix of trade and logistics uses, a marine terminal for bulk and oversized cargo and other uses and improvements

in accordance with the City Approvals, the LDDA and this Development Agreement, as further described in Exhibit D.

1. City has taken several actions to review and plan for the future development of the Project. These include, without limitation, the following: (1) preparation and certification of the 2002 Oakland Army Base Redevelopment Plan Environmental Impact Report and the 2012 OARB Initial Study/Addendum ("EIR"); (2) adoption and approval of the Oakland Army Base Redevelopment Plan (as amended prior to the Adoption Date); (3) adoption and approval of the Oakland Army Base Reuse Plan (as amended prior to the Adoption Date); (4) execution of the LDDA; (5) adoption and approval of the Gateway Industrial zoning district; and (6) adoption and approval of the Gateway Industrial Design Standards. This Agreement also anticipates City will timely consider and grant additional future approvals for the Project and that City will use the Environmental Impact Report prepared in support of this Agreement for those approvals and actions to the fullest extent allowed under applicable law.

J. On May 1, 2013, the City's Planning Commission held a duly noticed public hearing on this Agreement pursuant to the Development Agreement Ordinance, and other relevant provisions of the Planning Code. After due review of and report on Developer's application for this Agreement by City staff, consideration of all evidence heard and submitted at such public hearing and the matters to be considered pursuant to Section 17.138.060 of the Development Agreement Ordinance in enacting a development agreement, the Planning Commission, in relevant part: (1) considered and relied upon the certified the EIR for the Project, and determined that consideration of this Agreement complies with CEQA based on the EIR, and that this Agreement is consistent with the goals, objectives, policies, land uses and programs specified in the General Plan, the Oakland Army Base Redevelopment Plan (as

amended prior to the Adoption Date), the Oakland Army Base Reuse Plan (as amended prior to the Adoption Date), and the other Existing City Regulations pertaining thereto; and(2) recommended that the City Council approve this Agreement based on the foregoing findings. In taking the above actions, the Planning Commission reviewed and heard the report of City's staff on the Agreement and considered all other evidence heard and submitted at the public hearing, including the matters to be considered pursuant to Section 17.138.060 of the Development Agreement Ordinance in recommending to the City Council the approval of a development agreement.

K. On June 4, 2013, the City Council held a duly noticed public hearing on this Agreement pursuant to the requirements of the Development Agreement Ordinance, and other relevant provisions of the Planning Code. After due review of and report on Developer's application for this Agreement by City staff, consideration of the Planning Commission's recommendations thereon, all other evidence heard and submitted at such public hearing, all other matters considered by the Planning Commission, and the matters to be considered pursuant to Section 17.138.060 of the Development Agreement Ordinance in enacting a development agreement and other relevant provisions of the Planning Code, the City Council: (1) considered and relied upon the certified EIR and determined that consideration of this Agreement complies with CEQA based on the EIR; and (2) introduced Enacting Ordinance No. 2013 17 C.M.S. approving this Agreement, finding and detennining in connection therewith that this Agreement is consistent with the goals, objectives, policies, land uses and programs specified in the General Plan, the Oakland Army Base Redevelopment Plan (as amended prior to the Adoption Date), the Oakland Army Base Reuse Plan (as amended prior to the Adoption Date) and in the other Existing City Regulations pertaining thereto.

L. At a duly noticed public meeting on June 18, 2013 , the City Council adopted Enacting Ordinance No. _____ C.M.S. enacting this Agreement.

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Legislation and the Development Agreement Ordinance, and in consideration of the foregoing Recitals and the mutual covenants and promises of the Parties herein contained, the Parties agree as follows.

AGREEMENT

ARTICLE I

DEFINITIONS

1.1 Defined Terms. Each reference in this Agreement to any of the following terms shall have the meaning set forth below for each such term.

Adoption Date: The date the City Council adopted the Enacting Ordinance enacting this Agreement.

Applicable City Regulations: The Existing City Regulations, as defined below, and such other City Regulations, as defined below, otherwise applicable to development of the Project pursuant to the provisions of Section 3.4.

CEQA: The California Environmental Quality Act (Public Resources Code Sections 21000, et seq.) and the Guidelines thereunder (14 California Code of Regulations, Sections 15000, et seq.) ("CEQA Guidelines").

City Application Fees: Fees City regularly charges for the filing and processing of applications as set forth on City's Master Fee Schedule. City Application Fees shall not include City Development Fees, as defined below, or any fee, the purpose of which, is to compensate for or cover any cost or expense other than the filing and processing of an application.

City Approvals: Permits or approvals required under Applicable City Regulations to develop, use and operate the Project and granted on or before the Adoption Date of this Agreement as identified in Recital I of this Agreement and described in Exhibit B. (See also "Subsequent Approval," defined below.)

City Development Fees: The fees or assessments legislatively imposed by City against development projects as a general matter for capital improvements in effect on the Adoption Date, as set forth in the City's Master Fee Schedule. If, subsequent to the Adoption Date, the City ceases to apply or otherwise require a particular City Development Fee within the City, such fee or assessment shall no longer be deemed part of the City Development Fees.

City Master Fee Schedule: The Master Fee Schedule as adopted by the Oakland City Council (a) with respect to City Application Fees, as adopted and amended by the Oakland City Council and (b) with respect to City Development Fees, in effect as of the Adoption Date, a copy of which shall be included in the binders prepared pursuant to Section 3.4.3.

City Policies: The interpretations made by City of the manner in which Existing City Regulations will be applied to the development of the Project under Applicable City Regulations. "City Policies" shall include (a) those City Policies adopted prior to the Adoption Date, whether consistent or inconsistent with this Agreement, and (b) those City Policies adopted after the Adoption Date that are consistent with this Agreement (and exclude those City Policies adopted after the Adoption Date that are inconsistent with this Agreement). The term "City Policy" shall refer to any or all City Policies as the context may require.

City Regulations: The General Plan of City, the Oakland Army Base Redevelopment Plan (as amended prior to the Adoption Date), Oakland Army Base Reuse Plan (as amended

prior to the Adoption Date), and all other ordinances, resolutions, codes, mles, regulations and policies in effect as of the time in question.

Commence in Earnest: To Commence in Earnest a Phase of the Project shall mean to initiate activities based on a City-issued building permit and other necessary permit(s) and diligently prosecute such permit(s) in substantial reliance thereon and make regular and consistent progress toward the completion of constmction and the issuance of a final certificate of occupancy, including successful completion of building inspections to keep the building permit(s) and other permit(s) active without the benefit of an extension.

Conditions of Approval: Project conditions adopted by the City in connection with City Approvals or Subsequent Approvals.

Constmction Codes and Standards: The City Regulations pertaining to or imposing life safety, fire protection, seismic, mechanical, electrical and/or building integrity requirements with respect to the design and constmction of buildings and improvements, including the then-current Uniform Building Code as adopted and amended by City and other constmction codes, Federal Emergency Management Agency standards, and City's then current design and constmction standards for streets, drains, sidewalks and other similar improvements, which codes and standards are applied to comparable development on a City-wide basis.

Dedication: An Exaction comprised of land and/or improvements required to be Dedicated to City.

Development Agreement Legislation: California Government Code Sections 65864 through 65869.5, authorizing City to enter into development agreements as therein set forth.

Development Agreement Ordinance: Chapter 17.138 of City's Planning Code, in effect as of the Adoption Date, establishing City's authority and procedure for review and approval of proposed development agreements.

Effective Date: The date this Agreement becomes effective, which shall be concurrent with the effective date of the Enacting Ordinance.

Enacting Ordinance: Ordinance No. _____ C.M.S., enacted by the City Council on June 18, 2013, enacting this Agreement.

Environmental Impact Report or EIR: The 2002 Oakland Army Base Redevelopment Plan Environmental Impact Report and the 2012 OARB Initial Study/Addendum.

Exaction: An exaction (other than City Application Fees or City Development Fees), Dedication or reservation requirement, an obligation for on- or off-site improvements or construction of public improvements, or an obligation to provide services. For purposes hereof, Exactions include, but are not limited to, mitigation measures imposed or adopted pursuant to CEQA or as part of the City Approvals.

Existing City Regulations: The City Regulations and City Policies in effect as of the Adoption Date and to the extent such are consistent therewith, the City Approvals as such are adopted from time to time.

Feasible: Capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, legal, social, and technological factors. The term "Feasible" includes any grammatical variant thereof, including "Feasibly" and "Infeasible."

Force Majeure: During such portion of the Term that the LDDA is in effect for any Phase, the definition of Force Majeure for such Phase shall be as defined in the LDDA. During

such portion of the Term that a Ground Lease is in effect for any Phase, the definition of Force Majeure for such Phase shall as defined in the applicable Ground Lease.

Ground Lease: Each written Ground Lease that is or may be entered into between City and Developer (or City-approved affiliate of Developer) subsequent to the Effective Date of this Agreement, in substantially the same form required by the LDDA, and covering each Phase of the Project.

Governmental Agencies: All governmental or quasi-governmental agencies (such as public utilities) having jurisdiction over, or the authority to regulate development of, the Project. As used in this Agreement, the term "Governmental Agencies" does not include City or any of the departments of City.

Governmental Agency Approvals: All pennits and approvals required by Governmental Agencies under Governmental Agency Regulations for constmction, development, operation, use, provision of services to, or occupancy of, the Project.

Governmental Agency Regulations: The Laws, ordinances, resolutions, codes, mles, regulations and official policies of Governmental Agencies in effect as of the time in question.

Laws: The Constitution and Laws of the State, the Constitution of the United States, and any codes, statutes, regulations, or executive mandates thereunder, and any court decision, State or federal, thereunder. The term "Laws" shall refer to any or all Laws as the context may require. "Law" or "Laws" excludes, for the purpose of this Agreement, any local ordinance, regulation, mle or requirement.

LDDA. That certain Lease, Development and Disposition Agreement, by and among the City of Oakland, the Oakland Redevelopment Successor Agency and Prologis/CCIG Oakland Global, LLC, effective December 4, 2012.

Mitigation Monitoring and Reporting Program or SCA/MMRP: The (Final and Corrected) Standard Conditions of Approval and Mitigation Monitoring and Reporting Program, dated October 15, 2012 prepared for the EIR and adopted by the City Council on June 19, 2012.

Mortgage: Means a mortgage, deed of trust, assignment of rents, fixture filing, security agreement or similar security instrument or assignment of tenant's leasehold interest in a Phase of the Project that is permitted under a Ground Lease and is recorded in the Official Records.

Mortgagee: Means the holder or holders of a Mortgage and, if the Mortgage is held by or for the benefit of a trustee, agent or representative of one or more financial institutions, the financial institutions on whose behalf the Mortgage is being held. Multiple financial institutions participating in a single financing secured by a single Mortgage shall be deemed a single Mortgagee.

Person: An individual, partnership, limited liability company, firm, association, corporation, trust, governmental agency, administrative tribunal or other form of business or legal entity.

Phase: Each phase of the Project commonly referred to as the East Gateway, Central Gateway or West Gateway, as applicable.

Private Improvements. The term "Private Improvements" shall have the definition ascribed to the same in the LDDA.

Project: The development, use and occupancy of the Private Improvements on the Project Site pursuant to the City Approvals, the Subsequent Approvals and this Agreement, as identified in Recital H and described in Exhibit D.

Project Site: The real property described on Exhibit A hereto.

Public hnprovements. The term "Public Improvements" shall have the definition ascribed to the same in the LDDA.

Subsequent Approvals: Permits or approvals required under Applicable City Regulations to develop, use and/or operate the Project and applied for, considered or granted after the Adoption Date of this Agreement. Subsequent Approvals may include, without limitation, the following: amendments of the City Approvals, design review approvals, improvement agreements, encroachment permits, use permits, variances, grading permits, public improvement permits, building permits, tree removal permits, lot line adjustments, sewer and water connection permits, certificates of occupancy, subdivision maps, rezonings, development agreements, permits, resubdivisions, condominium maps or approvals, and any amendments to, or repealing of, any of the foregoing, each as permitted by this Agreement.

Terminate: The expiration of the Term of this Agreement, whether by the passage of time or by any earlier occurrence pursuant to any provision of this Agreement. "Terminate" includes any grammatical variant thereof, including "Termination" or "Terminated". Termination shall not relieve Developer of any other obligation, including obligations under this Agreement that survive Termination (such as Indemnity obligations), accrued obligations under this Agreement, and obligations to comply with City Approvals, Governmental Agency Approvals and other Laws.

Transfer: During such portion of the Term that the LDDA is in effect for any Phase, the definition of Transfer for such Phase shall be as defined in the LDDA. During such portion of the Term that a Ground Lease is in effect for any Phase, the definition of Transfer for such Phase shall as defined in the applicable Ground Lease.

Transferee: The Person to whom a Transfer is effected.

ARTICLE II

TERM

2.1 Effective Date; Term Commencement. This Agreement shall be dated as of the Adoption Date; the rights, duties and obligations of the Parties hereunder shall be effective, and the Term shall commence, as of the Effective Date. Not later than five (5) days after the Adoption Date, Developer shall execute and acknowledge this Agreement and return the Agreement to City; not later than ten (10) days after the Adoption Date, City, by and through its City Administrator or his/her designee, shall execute and acknowledge this Agreement, and upon receipt of such executed and acknowledged Agreement. The Parties anticipate that Developer may not own or hold any ground leasehold interest in any of the Project Site as of the Effective Date, and that Developer will, if at all, acquire an ownership or ground leasehold interest in the Project Site in Phases. In order to make clear that the rights and obligations under this Development Agreement will apply to and run with the property comprising the Project Site (or Developer's ground leasehold interest therein) after such property is acquired by Developer, upon acquisition of a fee or ground leasehold interest in such property by Developer, Developer shall cause this Agreement or a memorandum thereof to be recorded against Developer's interest in such property in the Official Records of the County of Alameda pursuant to Section 65868.5 of the Development Agreement Legislation and Section 17.138.070 of the Development Agreement Ordinance. City shall cooperate in such recording, and shall execute, acknowledge and deliver such additional instruments and documents as may be necessary to facilitate such recording.

2.2 Expiration of Term. Unless sooner terminated pursuant to the applicable provisions of this Agreement, the Term of this Agreement shall expire as to a

Phase on the first to occur of the following: (i) if a Ground Lease is not executed by the Parties with respect to a particular Phase, then, with respect to such Phase, upon expiration or earlier termination of the LDDA; or (ii) if a Ground Lease is executed by the Parties with respect to a particular Phase, then, with respect to such Phase, upon expiration or earlier termination of the Ground Lease for such Phase; or (iii) December 31 of the calendar year that is seventy (70) years after the Effective Date. Notwithstanding the foregoing, the Term shall be extended, on a day-for-day basis, for any period of time during which (A) a development moratorium (including, but not limited to, a water or sewer moratorium (or both)), prevents, prohibits or delays the construction of the Project or (B) a lawsuit by a third party challenging any Project development approvals or permits is pending. Such extension shall be established pursuant to the procedure set forth in Section 7.1 below. Notwithstanding anything to the contrary in Section 7.1, the Term shall not be extended for any Force Majeure event except as set forth in this Section 2.2.

2.3 Subsequent Amendments or Termination. If the Parties amend, modify or Terminate this Agreement as herein provided, or as otherwise provided by the Development Agreement Ordinance, or this Agreement is modified or Terminated pursuant to any provision hereof, then the Developer shall, within ten (10) days after such action takes effect, cause an appropriate notice of such action to be recorded in the Official Records of the County of Alameda.

2.4 Effect of Termination of Agreement. Except for obligations a Party has accrued, upon Termination of this Agreement, all of the rights, duties and obligations of the Parties hereunder shall Terminate and be of no further force or effect. The Termination shall not permit City to modify, reduce or terminate any of the rights vested in

Subsequent Approvals made pursuant to this Agreement prior to Termination for any Phase that Developer has Commenced in Earnest prior to the Termination or expiration of the Term. Upon Termination, City shall retain any and all benefits, including money or land, received by City as of the date of Termination under or in connection with this Agreement. No Termination shall prevent Developer from completing and occupying buildings or other improvements authorized pursuant to valid building permits approved by City prior to the date of Termination, except that nothing herein shall preclude City, in its discretion, from taking any action authorized by Laws or City Regulations to prevent, stop or correct any violation of Laws or City Regulations occurring before, during or after construction.

ARTICLE III

GENERAL REGULATION OF DEVELOPMENT OF PROJECT

3.1 Application of Agreement to Project Site. As between the Parties, this Agreement is effective as of the Effective Date and is enforceable by each Party in accordance with its terms. Upon the acquisition by Developer (or a Transferee of Developer) of a fee simple or ground lease interest (as applicable) in any portion of the Project Site, this Agreement shall automatically become effective as to, and govern, such property as of the earlier of (a) the Effective Date, or (b) the date Developer provides written evidence reasonably acceptable to City that Developer has acquired such interest.

3.2 Permitted Uses; Control of Development. This Agreement vests in Developer the right to develop the Project in accordance with the terms and conditions of this Agreement, the City Approvals and the Existing City Regulations; provided that City shall have the right to control development of the Project in accordance with the provisions of this Agreement, the LDDA and each Ground Lease. Notwithstanding any provision herein to the contrary, the permitted uses of each Phase of the Project, the density and intensity of use of each Phase, and

the siting, height, envelope, and massing and size of proposed buildings in each Phase, shall consist only of those described in and expressly permitted by, and subject to all terms, conditions and requirements of, the City Approvals, the Subsequent Approvals, the LDDA, and the applicable Ground Lease for each Phase. Nothing in this Agreement shall prohibit Developer from requesting amendments to the City Approvals. The reservation or dedication of land for public purposes shall be as set forth on the appropriate tentative or final subdivision maps for the Project or elsewhere in the City Approvals or Subsequent Approvals. This Agreement, the City Approvals, the LDDA and the Ground Lease, and where such instruments are silent, the Applicable City Regulations, shall control the overall design, development and construction of the Project, and all on- and off-site improvements and appurtenances in connection therewith. In the event of any inconsistency between the Applicable City Regulations and this Agreement, this Agreement shall control, except that if the inconsistency cannot be reconciled by application of this rule of construction, the provision which, as determined by the City Council, best gives effect to the purposes of this Agreement shall control.

3.3 Development Schedule/Sequencing: Developer shall develop each Phase of the Project strictly in accordance with, and in all respects subject to, the scope, timing, terms, conditions and requirements set forth in the City Approvals, the Existing City Regulations, the LDDA, and the Ground Lease for each Phase. Without limiting the preceding sentence, and notwithstanding any provision in this Agreement to the contrary, Developer shall develop the Private Improvements for each Phase of the Project in accordance with the "Minimum Project" description, scope, schedule and sequencing set forth in the Ground Lease for each Phase. Nothing in this Agreement shall be deemed to amend or modify the LDDA or any Ground Lease or to limit, modify, restrict or alter the rights of City, in its capacity as Landlord under each

Ground Lease, to control development of each Phase or to otherwise exercise any other rights or remedies of Landlord under each Ground Lease.

3.4 Applicable City Regulations. Except as expressly provided in this Agreement and the City Approvals, the Existing City Regulations shall govern the development of the Project and all Subsequent Approvals with respect to the development of the Project on the Project Site. City shall have the right, in connection with any Subsequent Approvals, to apply City Regulations as Applicable City Regulations only in accordance with the following terms, conditions and standards:

3.4.1 Future City Regulations. Except as otherwise specifically provided in this Agreement, including, without limitation, the provisions relating to (a) regulations for health and safety reasons under Section 3.4.2 below; (b) regulations for Construction Codes and Standards under Section 3.4.4 below; and (c) provisions relating to the payment of City Application Fees pursuant to Section 3.4.5, below, City shall not impose or apply any City Regulations on the development of the Project Site that are adopted or modified by City after the Adoption Date (whether by action of the Planning Commission or the City Council, or by initiative, referendum, ordinance, resolution, mle, regulation, standard, directive, condition, moratorium) that would: (i) be inconsistent or in conflict with the intent, purposes, terms, standards or conditions of this Agreement; (ii) materially change, modify or reduce the permitted uses of the Project Site, the permitted density or intensity of use of the Project Site, the siting, height, envelope, massing, design requirements, or size of proposed buildings in the Project, or provisions for City Fees specified in Section 3.4.5 below and Exactions as set forth in the City Approvals, including this Agreement; (iii) materially increase the cost of development of the Project (subject to the acknowledgement as to the cost of Exactions specified in Section 3.4.6 below); (iv) materially

change or modify, or interfere with, the timing, phasing, or rate of development of the Project; (v) materially interfere with or diminish the ability of a Party to perform its obligations under the City Approvals, including this Agreement, or the Subsequent Approvals, or to expand, enlarge or accelerate Developer's obligations under the City Approvals, including this Agreement, or the Subsequent Approvals; or (vi) materially modify, reduce or terminate any of the rights vested in City Approvals or the Subsequent Approvals made pursuant to this Agreement prior to expiration of the Term. Developer reserves the right to challenge in court any City Regulation that would conflict with this Agreement or reduce the development rights provided by this Agreement, provided that such City Regulation directly affects the Project; provided, however, Developer shall first follow the dispute resolution procedures in Article VIII.

3.4.2 Regulation for Health and Safety. Notwithstanding any other provision of this Agreement to the contrary, City shall have the right to apply City Regulations adopted by City after the Adoption Date, if such application (a) is otherwise permissible pursuant to Laws (other than the Development Agreement Legislation), and (b) City determines based on substantial evidence and after a public hearing that a failure to do so would place existing or future occupants or users of the Project, adjacent neighbors, or any portion thereof, or all of them, in a condition substantially dangerous to their health or safety. The Parties agree that the foregoing exception to Developer's vested rights under this Agreement is in no way intended to allow City to impose additional fees or exactions on the Project, beyond the City Fees described below in Section 3.4.5, that are for the purpose of general capital improvements or general services (except in the event of a City-wide emergency).

3.4.3 Existing City Regulations. The City shall, at the Developer's sole cost and expense, compile two binders which include copies of all Existing City Regulations within

ninety (90) calendar days after the Adoption Date, sign both copies, and deliver one copy to Developer. The City shall make every reasonable effort to include all Existing City Regulations.

3.4.4 Construction Codes and Standards. The City shall have the right to apply to the Project at any time, as a ministerial act, the Construction Codes and Standards in effect at the time of the approval of any City Approval or Subsequent Approval thereunder.

3.4.5 City Fees. Except as otherwise specified in this Agreement, the City Development Fees and the City Application Fees shall be the only fees or assessments charged by City in connection with the development or construction of the Project. The City Development Fees applicable to the Project shall only be those fees in effect on the Adoption Date, as set forth in the City's Master Fee Schedule. The Project shall not be subject to any increases in City Development Fees, and shall not be subject to any new City Development Fees adopted after the Adoption Date. Notwithstanding any other provision of this Agreement, Developer shall pay City Application Fees chargeable in accordance with City Regulations (including any action by the City Council to increase or otherwise adjust City Application Fees listed in the City's Master Fee Schedule) in effect and generally applicable at the time the relevant application is made.

3.4.6 Project Exactions. Developer and City acknowledge that the City Approvals and Subsequent Approvals authorize and require implementation of Exactions in connection with the development of the Project and that the specific costs of implementing such Exactions currently cannot be ascertained with certainty, but notwithstanding such uncertainty, except as otherwise provided in this Agreement, Developer shall be solely responsible for such costs in connection with implementing such Exactions as and when they are required to be implemented. Subject to the terms and conditions of this Agreement, no new Exactions shall be

imposed by City on the Developer or the development of the Project, or on any application made by Developer for any City Approval or Subsequent Approval concerning the development of the Project, or in enacting any City Approval or Subsequent Approval concerning the development of the Project, or in connection with the development, construction, use or occupancy of the Project; provided, however, subject to the provisions of Section 3.5 below, that Exactions may be imposed if required by CEQA (e.g., further CEQA review is undertaken for Subsequent Approvals and such review identifies the need for additional or modified mitigation measures, or previously imposed mitigation measures are no longer Feasible).

3.4.7 Term of City Approvals and Subsequent Approvals. Notwithstanding anything to the contrary in Applicable City Regulations, the term of any City Approval (other than this Agreement) and the Subsequent Approvals for the Project shall be for the longer of the Term of this Agreement (including any extensions) or the term otherwise applicable to such City Approval or Subsequent Approval if this Agreement is no longer in effect. Upon the later to occur of (a) the expiration or termination of this Agreement or (b) any Ground Lease (as such Ground Lease may be extended from time to time), any City Approval or Subsequent Approval related to the applicable Ground Lease premises in effect beyond the term of this Agreement shall be quitclaimed and assigned to the City or its designee pursuant to Section 30.1.5 of the applicable Ground Lease.

3.5. Review and Processing of Subsequent Approvals.

3.5.1 Reliance on Project EIR. The EIR, which has been certified by City as being in compliance with CEQA, addresses the potential environmental impacts of the entire Project as it is described in the Project Approvals. Nothing in this Development Agreement shall be construed to require CEQA review of Ministerial Approvals. It is agreed that, in acting on

any discretionary Subsequent Approvals for the Project, City will rely on the EIR to satisfy the requirements of CEQA to the fullest extent permissible by CEQA and City will not require a new initial study, negative declaration or subsequent or supplemental EIR unless required by CEQA, as determined by City in its capacity as the Lead Agency, and will not impose on the Project any mitigation measures or other conditions of approval other than those specifically imposed by the City Approvals, specifically required by the Existing City Regulations or by subsequent CEQA review.

3.5.2 Subsequent CEQA Review. In the event that any additional CEQA documentation is legally required for any discretionary Subsequent Approval for the Project, then the scope of such documentation shall be focused, to the extent possible consistent with CEQA, on the specific subject matter of the Subsequent Approval, and the City, in its capacity as the Lead Agency, shall conduct such CEQA review as expeditiously as possible at Developer's sole cost and expense, including, without limitation, the payment of the applicable City Application Fee.

3.5.3 Request for Amendments to City Approvals. In the event that Developer requests an amendment to the City Approvals which proposes to increase the permitted square footage of development uses for the Project and (a) the approval by the City of such request would be a discretionary approval subject to CEQA and (b) at the time of the City's consideration of such request the project defined in the EIR has not been fully constructed, then the City shall, to the maximum extent permissible by law and other applicable agreements, take into consideration during the City's CEQA review of the requested amendment to the City Approvals the capacity/project envelope previously studied under the EIR that has not been previously constructed and is not the subject of a then current application for a land use related

penit or a building permit to minimize the effects of such proposed amendment(s) that may otherwise require additional review under CEQA.

3.6 Exempting Fees Imposed by Outside Agencies. City agrees to exclude Developer from any and all collection agreements regarding fees, including, but not limited to, development impact fees, which other public agencies request City to impose at City's sole and absolute discretion with no conditions on the Project during the Term of this Agreement. Developer shall reimburse City for all costs and expenses (including without limitation consultants, City staff and/or City attorney or outside counsel time) incurred to implement this section.

3.7 Fee Reductions or Credits. City and Developer intend that the fees and other commitments described in this Agreement will be in lieu of any Exactions, taxes or assessments generally intended to address similar uses or purposes, and that Developer shall not be required to pay more than once for any such Exaction, fee or assessment. Accordingly, the fees and other commitments described in this Agreement, shall be subject to reductions/credits in an amount equal to Developer's actual cost of complying with any such lawfully imposed Exaction, tax, or assessment generally intended to address similar uses or purposes, whether imposed on the Project, the City Approvals or the Subsequent Approvals. Notwithstanding the foregoing, no such reduction/credit shall be provided as a result of any assessment that arises from an assessment district requested or agreed to by Developer under this Agreement.

3.8 Allocation of SCA/MMRP.

3.8.1 Developer's Allocation of SCA/MMRPs. If the Developer elects to proceed with the development of the Project pursuant to the terms of the LDDA and the applicable Ground Leases, the Developer shall be responsible, at its sole cost and expense (as between the Parties), for the implementation of the applicable SCA/MMRPs allocated to Developer on Exhibit

C. If the Developer elects to proceed with the development of the Project pursuant to the terms of the LDDA and the applicable Ground Leases, the failure of the Developer to implement the SCA/MMRP allocated to Developer pursuant to Exhibit C at the time set forth for such SCA/MMRP shall be an Event of Default of Developer under this Agreement.

3.8.2 City's Allocation of SCA/MMRPs. The Parties agree that any SCA/MMRP allocated to the City under Exhibit C shall be deemed to be a "Public Improvement" as defined in the LDDA and as such, the City's obligations related to the implementation of the applicable SCA/MMRPs allocated to the City on Exhibit C shall be controlled exclusively by the LDDA, including, but not limited to, the City's obligation to Complete (as defined in the LDDA) the Public Improvements pursuant to the LDDA and the City's maximum financial contribution pursuant to Section 3.3.1.1.1 of the LDDA. Any failure of the City to Complete any Public Improvement, including any SCA/MMRPs allocated to the City on Exhibit C and any related remedies of the Developer shall be controlled exclusively by the LDDA, and therefore shall not be an Event of Default under this Agreement.

3.8.3. SCA/MMRPs Allocated to Developer and City. Unless otherwise agreed in writing among the Parties as an amendment to this Agreement pursuant to Article XI, where both the City and Developer are identified as being responsible for implementation of an SCA/MMRP: (a) the City shall be responsible with respect to the construction of the Public Improvements, subject to Section 3.8.2, and (b) Developer shall be responsible with respect to the construction and operation of the Private Improvements, as applicable, subject to Section 3.8.1.

3.8.4 Subsequent Environmental Review. The Parties acknowledge the provisions of Item 14 of Exhibit 15 to the LDDA which states in part:

“More feasible and/or cost effective measures may be considered by the Parties so long as those measures meet CEQA requirements and do not themselves cause any potentially significant effect on the environment, as determined by the City through the DA/PUD process.”

Consistent with this language, the Parties further agree that with respect to the following SCA/MMRPs, if the events identified in the EIR which require the implementation of a SCA/MMRP associated with a cumulative impact have not occurred within the time period contemplated in the EIR or a Party proposes a more cost effective or feasible mitigation measure that meets the applicable CEQA requirements and do not themselves cause any potentially significant effect on the environment, the City may delete or amend the applicable SCA/MMRPs, so long as the City, in its capacity as the Lead Agency under CEQA for the Project, takes the appropriate action under CEQA to amend or delete the applicable SCA/MMRP, as follows:

- a. at the request of Developer and with the City’s prior written consent which shall not be unreasonably withheld or delayed, the SCA/MMRPs allocated to Developer pursuant to Exhibit C and Sections 3.8.1 and/or 3.8.3 of this Agreement; and
- b. in the sole and absolute discretion of the City, the Delayed Public Improvements, which the Parties hereby agree refer specifically to the cumulative off-site traffic improvements listed in Mitigation Measures 3.16-17 through 33 and related Recommended Measures, inclusive, of the SCA/MMRP and are a subset of the Public Improvements).

In the event a SCA/MMRP is deleted pursuant to this Section, the applicable Party shall have no obligation to implement the applicable SCA/MMRP under this Agreement, the LDDA and/or CEQA, as applicable. In the event that a SCA/MMRP is amended pursuant to this

Section, the applicable Party shall be deemed to have satisfied its obligation under this Agreement, the LDDA and CEQA, as applicable, by implementing the amended SCA/MMRP.

3.8.5 Survival of Termination. The Parties agree that Section 3.8 shall survive any termination of this Agreement.

ARTICLE IV

COMMUNITY BENEFITS

4.1 Community Benefits. During such portion of the Term that the LDDA is in effect for any Phase, Developer shall comply with the Community Benefit requirements set forth in Article IV of the LDDA for such Phase. During such portion of the Term that a Ground Lease is in effect for any Phase, Developer shall comply with the Community Benefit requirements set forth in Section 37.6 of the applicable Ground Lease for such Phase.

ARTICLE V

INDEMNITY AND INSURANCE

5.1 Prior Indemnity Agreement. The Parties acknowledge that they have previously entered into that certain Oakland Army Base Environmental Review Funding and Indemnity Agreement Associated with Initial Project Approvals, dated October 23, 2012 (the "Prior Indemnity Agreement"). Nothing in this Agreement shall amend the provisions of the Prior Indemnity Agreement.

5.2 Developer Indemnity Regarding City Approvals. To the maximum extent permitted by law, Developer shall defend (with counsel acceptable to the City), indemnify, and hold harmless the City, the Oakland City Council, the Oakland Redevelopment Successor Agency, the Oakland City Planning Commission and their respective agents, officers, employees and volunteers (hereafter collectively called "City Parties") 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 this Agreement or any City Approvals approved concurrently herewith or any Subsequent Approval or the implementation of the same. The City may elect, in its sole discretion, to participate in the defense of said Action and Developer shall reimburse the City for its reasonable legal costs and attorneys' fees.

Within ten (10) calendar days of the filing of any Action as specified in the preceding paragraph, Developer shall execute a Joint Defense Letter Agreement with the City, acceptable to the Office of the City Attorney, which memorializes the above obligations. These obligations and the Joint Defense Letter of Agreement shall survive termination, extinguishment, or invalidation of the City Approval or any Subsequent Approval requested by Developer. Failure to timely execute the Letter Agreement does not relieve the Developer of any of the obligations contained in this Section or other requirements or Conditions of Approval that may be imposed by the City.

5.3 Developer Indemnity Regarding Other Matters. Subject to the provisions of Section 5.1 and 5.2 with respect to such matters included within the scope of such Sections, during such portion of the Term that a Ground Lease is in effect for any Phase, Developer shall defend, indemnify, protect and hold harmless the City Parties, from and against any and all Actions related to such Phase, in accordance with the indemnification obligations of the tenant as set forth in the applicable Ground Lease.

5.4 Insurance. During such portion of the Term that a Ground Lease is in effect for any Phase, Developer shall, at no cost to City, maintain and cause to be in effect with respect to

each Phase, the same types and amounts of insurance required of the tenant under the Ground Lease for such Phase.

ARTICLE VI

ANNUAL REVIEW OF COMPLIANCE

6.1 Annual Review. City and Developer shall annually review this Agreement, and all actions taken pursuant to the terms of this Agreement with respect to the Project, in accordance with the provisions of Section 17.138.090 of the Development Agreement Ordinance and this Article VI. Nothing herein is intended to, nor does, (a) preclude earlier review by City at its reasonable request with thirty (30) days' notice to Developer, or (b) either Party providing notice of noncompliance, breach or default of this Agreement to the other Party in accordance with, as applicable, the terms of the LDDA (for Events of Default arising under the LDDA), the terms of the applicable Ground Lease (for Events of Default arising under the applicable Ground Lease) or the applicable dispute resolution provisions of this Agreement detailed in Article VIII (for all other Events of Default under this Agreement).

6.2 Developer's Submittal. Not later than the first anniversary date of the Effective Date, and not later than each anniversary date of the Effective Date thereafter during the Term, Developer shall apply for annual review of this Agreement, as specified in Section 17.138.090.A of the Development Agreement Ordinance. Developer shall pay with such application the City Application Fee for annual review of Development Agreements under Existing City Regulations in effect at the time the application is submitted. Developer shall submit with such application a written report to City's Director, Department of Planning and Building ("Director of City Planning"), with a copy to the City Attorney, describing Developer's good faith substantial compliance with the terms of this Agreement during the preceding year. Such report shall

include a statement that the report is submitted to City pursuant to the requirements of Government Code Section 65865.1, and Section 17.138.090 of the Development Agreement Ordinance, on the top of the first page of the report, in clearly marked bold, twelve point typeface, substantially as follows:

**"THIS REPORT IS SUBMITTED UNDER GOVERNMENT
CODE SECTION 65865.1 AND SECTION 17.138.090 OF
THE DEVELOPMENT AGREEMENT ORDINANCE. CITY
HAS 45 DAYS TO RESPOND."**

6.3 Finding of Compliance. Within forty-five (45) days after Developer submits its report hereunder, the Director of City Planning shall review Developer's submission to ascertain whether Developer has demonstrated good faith substantial compliance with the material terms of this Agreement. If the Director of City Planning finds and determines that Developer has in good faith substantially complied with the material terms of this Agreement, the Director of City Planning shall prepare and issue a certificate of compliance pursuant to Section 6.5 below. If the Director of City Planning does not make a determination and issue a certificate of compliance within forty-five (45) days of receipt of Developer's report under Section 6.2 above (unless extended by Developer in writing), Developer shall submit a second letter notifying the Mayor, Council President, Director of City Planning, and City Administrator that the 45-day determination period has expired. The second notification letter shall inform the City representatives that if the Director of City Planning does not make a determination and issue a certificate of compliance, within 30 days after receipt of the second notification letter, the annual review shall be deemed concluded and Developer shall be entitled to a certificate of compliance pursuant to Section 6.5.

If the Director of City Planning initially determines that such report is inadequate in any respect, he or she shall provide written notice to that effect to Developer, and Developer may supply such additional information or evidence as may be necessary to demonstrate good faith substantial compliance with the material terms of this Agreement. Developer's written response of additional information/evidence must be submitted within 30 days of City notification. If the Director of City Planning again concludes that Developer has not demonstrated good faith substantial compliance with the material terms of this Agreement, he or she shall so notify Developer within 30 days after receipt of Developer's additional information or evidence. If the Director of City Planning does not agree with Developer's response, then he/she shall provide written notice of the commencement of the Meet and Confer/Mediation Process within 30 days of the receipt of the response, and the dispute resolution procedures and process detailed in Article VIII will apply, commencing with Section 8.4 (Meet and Confer/Mediation Process).

6.4 Failure to Conduct Annual Review. Failure of the City to conduct an annual review shall not be an Event of Default under this Agreement by the City and shall not constitute a waiver by the City of its rights to require subsequent annual reviews pursuant to this Article VI. Failure of the City to conduct an annual review shall not cause the Developer to be in Default under this Agreement, but it does not relieve the Developer of the obligation to submit the Annual Review report as required by Section 6.2.

6.5 Certificate of Compliance. Upon Developer's written request following the annual review process described in Article VI, if the Director of City Planning (or the City Council, if applicable) finds good faith substantial compliance by Developer with the material terms of this Agreement (or the City fails to timely conduct an annual review and the Developer has complied with all submittal requirements of Section 6.2), the Director of City Planning shall

issue a certificate of compliance within twenty (20) days thereafter, certifying Developer's good faith compliance with the material terms of this Agreement through the period of the applicable annual review. Such certificate of compliance shall be in recordable form and shall contain such information as may be necessary to impart constructive record notice of the finding of good faith compliance hereunder. Developer shall have the right to record the Certificate of Compliance in the Official Records of the County of Alameda.

ARTICLE VII

FORCE MAJEURE; SUPERSEDURE BY SUBSEQUENT LAWS

7.1 Force Majeure. During such portion of the Term that the LDDA is in effect for any Phase, the provisions of Section 10.1 of the LDDA shall apply to such Phase. During such portion of the Term that a Ground Lease is in effect for any Phase, the provisions of Article 16 of the applicable Ground Lease shall apply to such Phase.

7.2 SupersedureBy Subsequent Laws.

7.2.1 Effect of Conflicting Law. Except as prohibited by Government Code Section 65869.5 or other applicable state or federal law, to the extent any future rules, ordinances, regulations or policies applicable to development of the Project Site are inconsistent with the land use designations or permitted or conditionally permitted uses on the Project Site, density and intensity of use, rate or timing of construction, design requirements, maximum building height and size, or provisions for reservation and dedication of land or other conditions of approval or terms under the City Approvals as defined herein and as provided in this Agreement, the terms of the City Approvals and this Agreement shall prevail. As specified in Government Code Section 65869.5, if any Law enacted after the date of this Agreement prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this

Agreement shall, to the extent Feasible, be modified or suspended by City as may be necessary to comply with such new Law. Immediately after becoming aware of any such new Law, the Parties shall meet and confer in good faith to determine the Feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. At the conclusion of such meet and confer process, and to the extent Feasible in any event no later than ninety (90) days after such new Law takes effect, City shall initiate proceedings for the modification or suspension of this Agreement as may be necessary to comply with such new Law. Such proceedings shall be initiated by public notice given in accordance with the Applicable City Regulations, and the City Council shall make the determination of whether modifications to or suspension of this Agreement is necessary to comply with such new Law. The City Council's determination shall take into account the results of the meet and confer process between the Parties, including all data and information exchanged in connection therewith. To the extent Feasible, the City Council shall make its determination hereunder within sixty (60) days after the date the proceedings hereunder are initiated.

7.2.2 Contest of New Law. Either Party shall have the right to contest the new Law preventing compliance with the terms of this Agreement, and, in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect. The City Council, in making its determination under Section 7.2.1, shall take into account the likelihood of success of any contest pending hereunder, and if the contesting Party has obtained interim relief preventing enforcement of such new Law, then the City Council shall delay consideration of action on modifications to or suspension of this Agreement pursuant to Section 7.2.1 above until such contest is concluded or such interim relief expires.

ARTICLE VIII

EVENTS OF DEFAULT; REMEDIES; ESTOPPEL CERTIFICATES

8.1 Events of Default. Subject to the provisions of this Agreement, any failure by a Party to perform any material term or provision of this Agreement shall constitute an "Event of Default," if, following the notice, meet and confer and cure processes specified below, the Party in default has not timely cured said default. Notwithstanding the foregoing to the contrary, (a) subject to the applicable limitations under the LDDA on cross-defaults between the Phases, during such portion of the Term that the LDDA is in effect for any Phase, any "Event of Default" (as defined in the LDDA) related to such Phase under the LDDA shall be deemed an Event of Default under this Agreement, (b) subject to the applicable limitations under the Ground Leases on cross-defaults between the Ground Leases, during such portion of the Term that a Ground Lease is in effect for any Phase, any "Event of Default" (as defined in the applicable Ground Lease) related to such Phase under the applicable Ground Lease shall be deemed an Event of Default under this Agreement and (c) the provisions of Section 8.2 through 8.6, inclusive, and the notice provisions of Section 8.8 shall not apply to "Events of Default" under the LDDA or the applicable Ground Lease.

8.2 Notice of Noncompliance. If either Party determines there is noncompliance with this Agreement, said Party must provide the other Party written notice of such noncompliance, which shall specify in reasonable detail the grounds therefor and all facts demonstrating such noncompliance or failure, so the other Party may address the issues raised in the notice of noncompliance or failure on a point-by-point basis.

8.3 Response to Notice of Noncompliance. Within thirty (30) days of receipt of the notice of noncompliance, the Party receiving such notice shall respond in writing to the issues raised in the notice of noncompliance on a point-by-point basis. If the noticing Party agrees with

and accepts the other Party's response, no further action shall be required. If the noticing Party does not agree with the response, then it shall provide to the other Party written notice of the commencement of the Meet and Confer/Mediation Process within thirty (30) days of the receipt of the response.

8.4 Meet and Confer/Mediation Process. Within fifteen (15) days of receipt of a meet and confer notice, the Parties shall initiate a Meet and Confer/Mediation Process pursuant to which the Parties shall meet and confer in good faith in order to determine a resolution acceptable to both Parties of the bases upon which either Party has determined that the other Party has not demonstrated good faith substantial compliance with the material terms of this Agreement.

8.5 Hearing Before City Council to Determine Compliance.

(a) Pursuant to the Annual Review Process of Article VI, or if City determines, after the Meet and Confer/Mediation Process, that there still remain outstanding noncompliance issues, the City Council shall conduct a noticed public hearing pursuant to Section 17.138.090 of the Development Agreement Ordinance to determine the good faith substantial compliance by Developer with the material terms of this Agreement. At least ten (10) days prior to such hearing, the Director of City Planning shall provide to the City Council, Developer, and to all other interested Persons requesting the same, copies of the City Council agenda report, agenda related materials and other information concerning the Annual Review Process of Article VI and/or Developer's good faith substantial compliance with the material terms of this Agreement and the conclusions and recommendations of the Director of City Planning. The results and recommendations of the Meet and Confer/Mediation Process shall be presented to the City Council for review and consideration. At such hearing, Developer and any

other interested Person shall be entitled to submit evidence, orally or in writing, and address all the issues raised in the staff report on, or with respect or germane to, the issue of Developer's good faith substantial compliance with the material terms of this Agreement.

(b) The City Council may, in its sole discretion, require an additional Meet and Confer/Mediation Process with a designated third party or mediator. The results and recommendations of said process shall be presented to the City Council for review and consideration at a duly noticed meeting.

(c) If, after receipt of any written or oral response of Developer, and/or results and recommendations from the Meet and Confer/Mediation Process that may have occurred, and after considering all of the evidence at such public hearing, or a further public hearing, the City Council finds and determines, on the basis of substantial evidence, that Developer has not substantially complied in good faith with the material terms of this Agreement, the City Council shall specify to Developer the respects in which Developer has failed to comply, and shall also specify a reasonable time for Developer to meet the terms of compliance that shall reasonably reflect the time necessary to adequately bring Developer's performance into good faith substantial compliance with the material terms of this Agreement. If the areas of noncompliance specified by the City Council are not corrected within the time limits prescribed by the City Council hereunder, subject to the Permitted Delay provisions of Section 7.1, above, the City Council may by subsequent noticed hearing extend the time for compliance for such period as the City Council may determine (with conditions, if the City Council deems appropriate), Terminate or modify this Agreement, or take such other actions as may be specified in the Development Agreement Legislation and the Development Agreement Ordinance.

8.6 Effect of City Council Finding of Noncompliance; Rights of Developer. If the City Council determines that Developer has not substantially complied in good faith with the material terms of this Agreement pursuant to this Article VIII, and takes any of the actions specified in this Article VIII with respect to such determination of noncompliance, Developer shall have the right to contest any such determination of noncompliance by City Council pursuant to Section 8.7, below.

8.7 Remedies. Upon the occurrence of an Event of Default, each Party shall have the right, in addition to all other rights and remedies available under this Agreement, to (a) bring any proceeding in the nature of specific performance, injunctive relief or mandamus, and/or (b) bring any action at law or in equity as may be permitted by Laws or this Agreement. Notwithstanding the foregoing, however, neither Party shall ever be liable to the other Party for any consequential or punitive damages on account of the occurrence of an Event of Default (including claims for lost profits, loss of opportunity, lost revenues, or similar consequential damage claims), and the Parties hereby waive and relinquish any claims for punitive damages on account of an Event of Default, which waiver and relinquishment the Parties acknowledge has been made after full and complete disclosure and advice regarding the consequences of such waiver and relinquishment by counsel to each Party.

8.8 Time limits; Waiver; Remedies Cumulative. Failure by a Party to insist upon the strict or timely performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. In the event a Party determines that the other Party has not complied with any applicable time limit governing performance under this Agreement by such other Party or governing the time within which such

other Party must approve a matter or take an action, then the Party affected by such circumstance shall, prior to taking any other action under this Agreement or exercising any other right or remedy under this Agreement, notify such other Party of such failure of timely performance or such failure to render an approval or take an action within the required time period.

In the case of City, Developer shall send such notice to Director of Planning with copy to the head of any board or commission, the President of the City Council, or the Mayor, having responsibility for performance, approval or action, as applicable, and to the City Administrator, and City Attorney.

Any such notice shall include a provision in at least twelve point bold face type as follows:

**"YOU HAVE FAILED TIMELY TO PERFORM OR
RENDER AN APPROVAL OR TAKE AN ACTION
REQUIRED UNDER THE AGREEMENT: [SPECIFY IN
DETAIL]. YOUR FAILURE TO COMMENCE TIMELY
PERFORMANCE AND COMPLETE SUCH
PERFORMANCE AS REQUIRED UNDER THE
AGREEMENT OR RENDER SUCH APPROVAL TO TAKE
SUCH ACTION WITHIN THIRTY (30) DAYS AFTER THE
DATE OF THIS NOTICE SHALL ENTITLE THE
UNDERSIGNED TO TAKE ANY ACTION OR EXERCISE
ANY RIGHT OR REMEDY TO WHICH IT IS ENTITLED
UNDER THE AGREEMENT AS A RESULT OF THE
FOREGOING CIRCUMSTANCES."**

The failure of the Party receiving such notice to proceed to commence timely performance and complete the same as required, or render such approval or take such action, within such thirty (30) day period shall entitle the Party giving such notice to take any action or exercise any right or remedy available under this Agreement, subject to any additional notice, cure or other procedural provisions applicable thereto under this Agreement.

Any deadline in this Agreement that calls for action by the City Council or other body that is subject to the requirements of the Ralph M. Brown Act (Government Code Sections 54950 et seq.), City Sunshine Ordinance (Oakland Municipal Code Chapter 2.20), or other noticing and procedural requirements, shall be automatically extended as may be reasonably necessary to comply with such requirements and with City's ordinary scheduling practices and other procedures for setting regular public meeting agendas.

No waiver by a Party of any failure of performance, including an event of default, shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such failure. No express written waiver shall affect any other action or inaction, or cover any other period of time, other than any action or inaction and/or period of time specified in such express waiver. One or more written waivers under any provision of this Agreement shall not be deemed to be a waiver of any subsequent action or inaction, and the performance of the same or any other term or provision contained in this Agreement.

Nothing in this Agreement shall limit or waive any other right or remedy available to a Party to seek injunctive relief or other expedited judicial and/or administrative relief to prevent irreparable harm.

8.9 Effect of Court Action. If any court action or proceeding is brought within the applicable statute of limitations by any third Person to challenge the City Council's approval of (a) this Agreement or any portion thereof, or (b) any Project approval concurrently adopted with this Agreement, then (i) Developer shall have the right to Terminate this Agreement upon thirty (30) days' notice in writing to City, given at any time during the pendency of such action or proceeding, or within ninety (90) days after the final determination therein (including any appeals), irrespective of the nature of such final determination, and (ii) any such action shall constitute a permitted delay under Article VII.

8.10 Estoppel Certificate. Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such other Party to certify in writing that: (a) this Agreement is in full force and effect and a binding obligation of the Parties, (b) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments, and identifying any administrative implementation memoranda entered into by the Parties, and (c) to the knowledge of such other Party, neither Party has committed an event of default under this Agreement, or if an event of default has to such other Party's knowledge occurred, to describe the nature of any such event of default. A Party receiving a request hereunder shall execute and return such certificate within forty five (45) days following the receipt thereof, and if a Party fails so to do within such 45-day period, the requesting Party may submit a second request and if a Party fails to execute and return such certificate within thirty (30) days after the receipt of the second request, the information in the requesting Party's notice shall conclusively be deemed true and correct in all respects. The Director of City Planning, as to City, shall execute certificates requested by Developer hereunder. Each Party acknowledges that a certificate hereunder may be relied upon by Transferees and Mortgagees. No Party shall,

however, be liable to the requesting Party, or third Person requesting or receiving a certificate hereunder, on account of any information therein contained, notwithstanding the omission for any reason to disclose correct and/or relevant information, but such Party shall be estopped with respect to the requesting Party, or such third Person, from asserting any right or obligation, or utilizing any defense, which contravenes or is contrary to any such information.

8.11 Special Cure Provisions. During such portion of the Term that a Ground Lease is in effect for any Phase, the provisions of Section 18.3 of the applicable Ground Lease shall apply to such Phase.

ARTICLE IX

MORTGAGES/MORTGAGEE PROTECTION

9.1 Mortgages/Mortgagee Protection. During such portion of the Term that a Ground Lease is in effect for any Phase, the provisions of Article 34 (“Mortgages”) and Section 18.2 (“Special Provisions Concerning Mortgages and Events of Default”) of the applicable Ground Lease govern and shall apply to all Mortgages with respect to such Phase.

ARTICLE X

TRANSFERS AND ASSIGNMENTS

10.1 Transfer/Assignment; Release. During such portion of the Term that the LDDA is in effect for any Phase, (a) Developer shall not be entitled to Transfer all or any portion of its rights or obligations under this Agreement related to such Phase separate or apart from a Transfer that is permitted pursuant to the LDDA and (b) if Developer makes a permitted Transfer of all or any portion of its rights or obligations under the LDDA with respect to any Phase, Developer’s rights and obligations under this Agreement related to such Phase with respect to such Phase shall automatically transfer to the Transferee under the LDDA. During such portion

of the Term that a Ground Lease is in effect for any Phase, (y) Developer shall not be entitled to Transfer all or any portion of its rights or obligations under this Agreement related to such Phase separate or apart from a Transfer that is permitted pursuant to the applicable Ground Lease and (z) if Developer makes a permitted Transfer all or any portion of its rights or obligations under the applicable Ground Lease with respect to any portion of the Project Site, Developer's rights and obligations under this Agreement with respect to such portion of the Project Site shall automatically transfer to the Transferee under the applicable Ground Lease (other than such a Transferee that is a subtenant under such Ground Lease). In either event, no such Transfer shall release or relieve Developer from any of its obligations under this Agreement unless, and only to the extent, expressly set forth in the documentation for such Transfer under, as applicable, the LDDA or the applicable Ground Lease.

10.2 Effect of Transfer; No Cross Default. A Transferee shall become a Party to this Agreement only with respect to the interest Transferred to it under the Transfer and then only to the extent set forth in Section 10.1 above. Subject to the preceding sentence, from and after the effective date of the Transfer, (a) an Event of Default by the Developer under this Agreement shall have no effect on the Transferee's rights and obligations under this Agreement; (b) an Event of Default with respect to any Transferee shall have no effect on the Developer's rights and obligations under this Agreement; and (c) an Event of Default by a Transferee under this Agreement shall have no effect on the rights and obligations of any other Transferee under this Agreement.

ARTICLE XI

AMENDMENT AND TERMINATION

11.1 Amendment or Cancellation. Except as expressly provided in this Agreement, this Agreement may be Terminated, modified or amended only by the consent of the Parties

made in writing, and then only in the manner provided for in Section 17.138.080 of the Development Agreement Ordinance. Neither this Agreement nor any term, covenant, condition or provision herein contained shall be subject to initiative or referendum after the Effective Date.

11.2 Certain Actions Not an Amendment. Notwithstanding the provisions of Section 11.1 above, a minor modification to this Agreement may be approved by mutual agreement of City and Developer and shall not require a noticed public hearing or any action by the Planning Commission or City Council before the Parties execute such modification, but shall require the giving of notice pursuant to Section 65867 of the Development Agreement Legislation as specified by Section 65868 thereof. For purposes hereof, "minor modification" shall be determined as set forth in Section 10.12 of the LDDA.

Upon the expiration of such notice period, any such matter shall automatically be deemed incorporated into the Project and vested under this Agreement. The granting or amendment of a Project Approval or Subsequent Approval shall not require notice under Section 65867 and shall not be considered an amendment to this Agreement. Instead, any such matter automatically shall be deemed to be incorporated into the Project and vested under this Agreement.

ARTICLE XII

NOTICES

12.1 Procedure. Subject to the provisions of Section 8.8, all formal notices to a Party shall be in writing and given by delivering the same to such Party in person or by sending the same by registered or certified mail, or Express Mail, return receipt requested, with postage prepaid, or by overnight courier delivery, to such Party's mailing address. A Party may provide courtesy notice via electronic mail or facsimile, which notice shall not be deemed official notice under this Agreement. The respective mailing addresses of the Parties are, until changed as hereinafter provided, the following:

City: City of Oakland
250 Frank H. Ogawa Plaza, Suite 3315
Oakland, California 94612
Attention: Rachel Flynn, Director of Planning and Building
Email: rflynn@oaklandnet.com

Oakland City Attorney's Office
One Frank H. Ogawa Plaza, 6th Floor
Oakland, California 94162
Attention: Mark Wald
Email: mwald@oaklandcityattomey.org

Developer: Prologis CCIG Oakland Global, LLC
Pier 1, Bay 1
San Francisco, CA 94111
Attn: Mr. Mark Hansen
Email: mhansen@prologis.com

With a copies to:

Prologis CCIG Oakland Global, LLC
c/o California Capital & Investments, Inc.
The Rotunda Building
300 Frank Ogawa Plaza, Suite 340
Oakland, CA 94612
Attn: Mr. Phil Tagami
Email: tagami@califomiagroup.com

Prologis, Inc.
4545 Airport Way
Denver, CO 80239
Attn: General Counsel
Facsimile: (303) 567-5761

Stice & Block, LLP
2201 Broadway, Suite 604
Oakland, CA 94612
Attention: Marc Stice, Esq.
Email: mstice@sticeblock.com

Notices and communications with respect to technical matters in the routine performance and administration of this Agreement shall be given by or to the appropriate representative of a Party by such means as may be appropriate to ensure adequate communication of the information,

including written confirmation of such communication where necessary or appropriate. All formal notices under this Agreement shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed or sent by courier, on the delivery date or attempted delivery date shown on the return receipt or courier records. Any notice which a Party desires to be a formal notice hereunder and binding as such on the other Party must be given in writing and served in accordance with this Section 12.1.

12.2 Change of Notice Address. A Party may change its mailing address at any time by giving formal written notice of such change to the other Party in the manner provided in Section 12.1 at least ten (10) days' prior to the date such change is effected

ARTICLE XIII

COVENANTS RUNNING WITH THE LAND

13.1 Covenants Running With The Land. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other Persons that acquire a legal or equitable interest of Developer in the Project Site, or any portion thereof, or any interest therein, or any improvement thereon, whether by operation of Laws or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and permitted assigns as Transferees, as covenants running with the land pursuant to Section 65868.5 of the Development Agreement Legislation. This Agreement and the covenants as set forth herein shall run in favor of City without regard to whether City has been, remains or is an owner of any land or interest in the Project Site.

13.2 Successors to City. For purposes of this Article XIII, "City" includes any successor public agency to which land use authority over the Project may be transferred, which

public agency shall, as part of such Transfer, by written instrument satisfactory to City and Developer, expressly (a) assume all of City's rights, duties and obligations under this Agreement; and (b) release and Indemnify City from all obligations, claims, liability or other Losses under this Agreement.

ARTICLE XIV

MISCELLANEOUS

14.1 Negation of Partnership. The Parties specifically acknowledge that the Project is a private development, that neither Party is acting as the Agent of the others in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the businesses of Developer, the affairs of City, or otherwise, or cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended and shall not be construed to create any third party beneficiary rights in any Person who is not a Party or a Transferee; and nothing in this Agreement shall limit or waive any rights Developer may have or acquire against any third Person with respect to the terms, covenants or conditions of this Agreement.

14.2 Approvals. Unless otherwise provided in this Agreement or, if applicable, the LDDA or any applicable Ground Lease, whenever approval, consent, satisfaction, or decision (herein collectively referred to as an "Approval"), is required of a Party pursuant to this Agreement, it shall not be unreasonably withheld or delayed. If a Party shall disapprove, the reasons therefore shall be stated in reasonable detail in writing. Approval by a Party to or of any act or request by the other Party shall not be deemed to waive or render unnecessary approval to or of any similar or subsequent acts or requests. Whenever, under this Agreement, the term

"Approve" (or any grammatical variant thereof, such as "Approved" or "Approval") is used in connection with the right, power or duty of City, or any representative board, commission, committee or official of City, to act in connection with any City approval, such term shall only include the right to approve, conditionally approve, or disapprove in accordance with the applicable terms, standards and conditions of this Agreement.

14.3 Not a Public Dedication. Except for Exactions made in accordance with this Agreement, and then only when made to the extent so required, nothing herein contained shall be deemed to be a gift or dedication of the Project, or portion thereof, to the general public, for the general public, or for any public use or purpose whatsoever, it being the intention and understanding of the Parties that this Agreement be strictly limited to and for the purposes herein expressed for the development of the Project as private property.

14.4 Severability. If any phrase, clause, section, subsection, paragraph, subdivision, sentence, term or provision of this Agreement, or its application to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situations shall remain in full force and effect.

Notwithstanding the foregoing, if any material term or provision of this Agreement or the application of such material term or condition to a particular situation is finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then the Parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

14.5 Exhibits. The exhibits listed below, to which reference is made herein, are deemed incorporated into this Agreement in their entirety by reference thereto:

- Exhibit A: Project Site
- Exhibit B: City Approvals
- Exhibit C: Allocation of SCA/MMRP's
- Exhibit D: Project Conceptual Site Plan and Development Program

14.6 Entire Agreement. This written Agreement and the exhibits hereto contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior correspondence, memoranda, agreements, warranties or representations are superseded in total by this Agreement and exhibits hereto, and such administrative implementation memoranda. Neither the conduct or actions of the Parties, nor the course of dealing or other custom or practice between the Parties, shall constitute a waiver or modification of any Term or provision of this Agreement; and this Agreement may be modified or amended only in the manner specified in this Agreement.

14.7 Construction of Agreement. All of the provisions of this Agreement have been negotiated at arms-length between the Parties and after advice by counsel, who have reviewed this Agreement, and other representatives chosen by each Party, and the Parties are fully informed with respect thereto. Therefore, this Agreement shall not be construed for or against either Party by reason of the authorship or alleged authorship of any provisions hereof, or by reason of the status of either Party. The provisions of this Agreement and the exhibits hereto shall be construed as a whole according to their common meaning and not strictly for or against any Party and consistent with the provisions hereof, in order to achieve the objectives and purpose of the Parties hereunder. The captions preceding the text of each article, section and the table of contents hereof are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement.

14.8 Mitigation of Damages. In all situations arising out of this Agreement, each Party shall attempt to avoid and minimize the damages resulting from the conduct of the other Party. Each Party shall take all necessary measures to effectuate the provisions of this Agreement. Such actions shall include, but not be limited to, good faith and active participation in any meet and confer and cure process.

14.9 Further Assurances; Covenant to Sign Documents. Each Party shall take all actions and do all things, and execute, with acknowledgment or affidavit if required, any and all documents and writings, which may be necessary or proper to achieve the purposes and objectives of this Agreement.

14.10 Covenant of Good Faith and Fair Dealing. Neither Party shall do anything which shall have the effect of harming or injuring the right of the other Party to receive the benefits of this Agreement; each Party shall refrain from doing anything which would render its performance under this Agreement impossible; and each Party shall do everything which this Agreement contemplates that such Party shall do in order to accomplish the objectives and purposes of this Agreement. The Parties intend by this Agreement to set forth their entire understanding with respect to the terms, covenants, conditions and standards for the development, use and occupancy of the Project and by which the performance of the rights, duties and obligations of the Parties hereunder shall be measured or judged.

14.11 Governing Law. This Agreement, and the rights and obligations of the Parties, shall be governed by and interpreted in accordance with the Laws of the State of California.

14.12 References; Terminology. Unless otherwise specified, whenever in this Agreement, reference is made to the table of contents, any article or section, or any defined term, such reference shall be deemed to refer to the table of contents, article or section or defined term

of this Agreement. The use in this Agreement of the words "including," "such as" or words of similar import, when following any general term, statement or matter, shall not be construed to limit such statement, term or matter to specific items or matters, whether or not language of nonlimitation, such as "without limitation" or "but not limited to," or words of similar import, are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter.

14.13 Irregularity in Proceeding. No action, inaction or recommendation by a Party pursuant to this Agreement, or of City in connection with a City approval, shall be held void or invalid, or be set aside by a court on the grounds of improper admission or rejection of evidence, or by reason of any error, irregularity, informality, neglect or omission (collectively, an "Error") as to any matter pertaining to petition, application, notice, finding, record, hearing, report, recommendation or any matters of procedure whatsoever, unless after an examination of the entire record with respect to such error, including the evidence, the court finds that the Error complained of was prejudicial, and that by reason of the Error, the complaining Party, or third Person, sustained and suffered substantial injury, and that a different result would have been probable if the Error had not occurred or existed. No presumption shall arise that an Error is prejudicial, or that injury resulted from an Error, solely as a result of a showing that Error occurred.

14.14 Judicial Proceeding to Challenge Termination. Any challenge made by Developer to City's termination, modification, or amendment of this Agreement pursuant to a right so to do granted by this Agreement, shall be subject to review in the Superior Court of the County of Alameda and solely pursuant to California Code of Civil Procedure Section 1094.5(c).

14.15 Conflicts of Interest. Developer shall use all diligent efforts to ensure that no member, officer, employee, or consultant of City who participates in any way in the Project or in the making of this Agreement, or a member of such Person's immediate family, shall have any personal financial interest in the Project or this Agreement or receive any personal financial benefit from the Project. Developer warrants that it has not paid or given, and will not pay or give, to any third Person any money or other consideration in exchange for obtaining this Agreement. Not in limitation of any other indemnity obligation of Developer, Developer shall Indemnify City from any claims for real estate commissions or brokerage fees, finders or any other fees in connection with this Agreement.

14.16 Nonliability. No member, official, employee, agent, or member of any board or commission of City shall be personally liable to Developer, or any Transferee, in the event of any Event of Default committed by City or for any amount that may become due to Developer or a Transferee under the terms of this Agreement.

14.17 Developer's Warranties. Developer represents and warrants that it: (i) has access to professional advice and support to the extent necessary to enable Developer to fully comply with the terms of this Agreement and otherwise carry out the Project, (ii) is duly organized and validly existing under the Laws of the State of California, and (iii) has the full power and authority to undertake the Project; and (iv) that the Persons executing and delivering this Agreement are authorized to execute and deliver this Agreement on behalf of Developer.

14.18 Exercise of Police Power. The Parties acknowledge that City has exercised its police power in the interest of the Parties, the citizens of City and the general public, by enacting this Agreement as its legislative act, and that full implementation of this Agreement will confer substantial benefits to the citizens of City and the general public.

14.19 Intentionally Omitted.

14.20 City of Oakland Campaign Contribution Limits. Developer has dated and executed and delivered to City an acknowledgement of campaign contributions limits form as required by Chapter 3.12 of the Oakland Municipal Code.

14.21 Disabled Access. Developer shall construct the Project in compliance with all applicable federal, state, and local requirements for access for disabled Persons.

14.22 City Subject to Brown Act and Sunshine Ordinance Requirements. Developer acknowledges that all City Council and Planning Commission actions are subject to the requirements of the provisions of the Sunshine Ordinance (Oakland Municipal Code Chapter 2.20) and the Ralph M. Brown Act (Government Code Sections 54950, et seq.), and the published agenda of the City Council and Planning Commission and regular procedures applicable thereto. City shall cause all City Council and Planning Commission actions to conform to the foregoing requirements and Developer shall take no action which would violate the foregoing requirements.

14.23 Signature Pages. This Agreement may be executed in counterparts, and in facsimile and/or electronic form, and all so executed, shall constitute one Agreement that shall be binding upon all Parties hereto, notwithstanding that the signatures of all Parties' designated representatives do not appear on the same page.

14.24 No Third Party Beneficiary. Nothing in this Agreement shall confer any rights in favor of any third party or third parties.

14.25 Time. Time is of the essence of this Agreement and of each and every term and condition hereof.

14.26 Recitals True and Correct. The Parties acknowledge and agree that the Recitals are true and correct and are an integral part of this Agreement.

14.27 Conflict with LDDA or Ground Lease: Notwithstanding any provision in this Agreement to the contrary, with the exception of Section 3.8.4(b) which is intended to control, (a) except as otherwise expressly set forth in the LDDA, in the event of any conflict between any provision of this Agreement and any provision of the LDDA, the provision of the LDDA shall govern and control; and (b) except as otherwise expressly set forth in the Ground Lease, in the event of any conflict between any provision of this Agreement and any provision of any applicable Ground Lease, the provision of the applicable Ground Lease shall govern and control.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and
year first above written.

AUTHORIZED SIGNATURE OF CITY:

CITY OF OAKLAND, a California charter city

By: _____

Its: _____

**APPROVED AS TO FORM AND
LEGALITY:**

By: _____

Its City Attorney

**AUTHORIZED SIGNATURE OF
DEVELOPER:**

PROLOGIS CCIG OAKLAND GLOBAL,
a Delaware limited liability company,

By: _____

Name: _____

Title: Authorized Individual

EXHIBIT A

Project Site

[See attached]

EXHIBIT B

City Approvals

1. The 2002 Oakland Army Base Redevelopment Plan Environmental Impact Report and the 2012 OARB Initial Study/Addendum ("EIR");
2. The Oakland Army Base Redevelopment Plan (as amended prior to the Adoption Date);
3. The Oakland Army Base Reuse Plan (as amended prior to the Adoption Date);
4. The LDDA;
5. The Gateway Industrial zoning district (Ordinance _____ C.M.S.); and
6. The Gateway Industrial Design Standards (Resolution _____ C.M.S).

True and correct copies of the above-mentioned City Approvals shall be included in the binders prepared by the City pursuant to Section 3.4.3.

EXHIBIT C
Allocation of SCAMMRPs

[See attached]

EXHIBIT C

Standard Conditions Of Approval/Mitigation Monitoring and Reporting Program
City/Developer Allocation of Responsibility/Cost

Standard Conditions of Approval/Mitigation Measures	Responsibility/Cost
Aesthetics, Wind and Shadows	
SCA-AES-1: Lighting Plan	City Developer
Mitigation 4.11-1: Lighting Design.	City Developer
Mitigation 4.11-3: Active and passive solar systems.	Developer
Mitigation 4.11-4: New construction within the Gateway development area adjacent to parcels containing permitted or existing active or passive solar systems.	Developer
Mitigation 4.11-5: Design of new, permanent buildings constructed along the Port/Gateway boundary to minimize conflicts over solar access.	Developer
Mitigation 4.11-6: Design of new construction adjacent to a public park or open space.	Developer
Air Quality	
SCA AIR-2: Construction-Related Air Pollution Controls (Dust and Equipment Emissions).	City Developer
Mitigation 4.4-4: Truck diesel emission reduction program.	Developer
Mitigation Measure 4.4-5: Transportation Control Measures (TCMs).	Developer
SCA AIR-1: Construction Management Plan.	City Developer
Mitigation 4.4-6: Title 24 compliance re new construction.	Developer
Mitigation Measure 5.4-1: Emission reduction demonstration projects that promote technological advances in improving air quality.	City Developer
SCA AIR-3: Exposure to Air Pollution (Toxic Air Contaminants: Particulate Matter) Indoor/Outdoor.	City Developer

¹ Standard Conditions of Approval/Mitigation Measures listed herein reference the 2012 OARB Project (Final and Corrected) SCA/MMRP 10-15-2012.

EXHIBIT C

Standard Conditions Of Approval/Mitigation Monitoring and Reporting Program
City/Developer Allocation of Responsibility/Cost

<i>Biological Resources</i>	
SCA BIO-1: Tree removal during breeding season.	City Developer
SCA BIO-5: Regulatory permits and authorizations for construction in or near the water.	City Developer
Mitigation Measure 4.12-5: Qualified observer for in-water construction activities near potential herring spawning areas between December 1 and March 1.	City Developer
Mitigation Measure 4.12-6: Redirection of construction if spawning is observed.	City Developer
Modified Mitigation Measure 4.12-11: For Berths 7 and 8 (Wharves 5½ and 7), development and implementation of carrier ballast water education program.	Developer
Modified Mitigation Measure 4.12-12: For Berths 7 and 8 (Wharves 6½ and 7), support international and U.S. efforts to adopt uniform international or national standards to avoid introduction of exotic species through shipping activities.	Developer
Mitigation Measure 3.4-1a: Landscape Plan. Mitigation Measure 3.4-1b: Lighting Plan with raptor deterrents as required.	Developer
SCA BIO-2: Tree Removal Permit.	City Developer
SCA BIO-3: Tree Replacement Plantings.	City Developer
SCA BIO-4: Tree Protection During Construction.	City Developer
<i>Cultural Resources</i>	
SCA CULT-4: Compliance with Policy 3.7 of the Historic Preservation Element (Property Relocation Rather than Demolition).	City Developer
Mitigation Measure 4.6-2: Commemoration site, including preparation of a Master Plan for such a site, at a public place located within the Gateway development area.	Developer
Mitigation Measure 4.6-3: Public access to commemoration site.	Developer
Mitigation Measure 4.6-5: Military history web site.	Developer
Mitigation Measure 4.5-7: Distribution of copies of "A Job Well Done" documentary video published by the Army.	Developer
Mitigation Measure 4.6-9: Salvage as whole timber posts, beams, trusses and siding of warehouses to be deconstructed.	City
Mitigation Measure 4.6-10: Brochure describing history and architectural history of the OARB.	Developer
Modified Mitigation Measure 4.6-14: Limits on demolition or deconstruction of contributing structures to the OARB Historic District.	City Developer
SCA CULT-1: Archaeological Resources.	City Developer

EXHIBIT C

Standard Conditions Of Approval/Mitigation Monitoring and Reporting Program
City/Developer Allocation of Responsibility/Cost

SCA CULT-2: Human Remains.	City Developer
SCA CULT-3: Paleontological Resources.	City Developer
Geology and Soils	
SCA GEO-2: Soils Reports.	City Developer
SCA-GEO-3: Geotechnical Reports.	City Developer
Mitigation 4.13-1: Conformance with IBC, soil investigation and construction requirements established in the Oakland General Plan, the Bay Conservation and Development Commission Safety of Fill Policy, and wharf design criteria established by the Port or City of Oakland (depending on the location of the wharf).	City Developer
Mitigation 4.13-2: Conformance with site-specific geotechnical evaluation.	City Developer
SCA GEO-1: Erosion and Sedimentation Control Plan.	City Developer
Mitigation 4.13-4: Review of available building and environmental records.	City Developer
Mitigation 4.13-5: Due diligence regarding underground utilities and facilities.	City Developer
Greenhouse Gas	
SCA GCC-1: Greenhouse Gas (GHG) Reduction Plan.	Developer
Hazards and Hazardous Materials ²	
SCA HAZ-1: Best Management Practices for Soil and Groundwater Hazards.	City Developer
SCA HAZ-2: Hazards Best Management Practices.	City Developer
SCA HAZ-3: Hazardous Materials Business Plan.	City Developer
SCA HAZ-4: Asbestos Removal in Structures.	City
SCA HAZ-5: Lead-Based Paint/Coatings, Asbestos, or PCB Occurrence Assessment.	City
SCA HAZ-6: Lead-Based Paint Remediation.	City
SCA HAZ-7: Other Materials Classified as Hazardous Waste.	City Developer
SCA HAZ-B: Health and Safety Plan per Assessment.	City

² The parties' allocation of environmental obligations may be more specifically addressed in other written agreements, which are controlling.

EXHIBIT C

Standard Conditions Of Approval/Mitigation Monitoring and Reporting Program
City/Developer Allocation of Responsibility/Cost

	Developer
Mitigation 4.7-3: Implement RAP/RMP.	City Developer
Mitigation 4.7-4: For the project areas not covered by the DTSC-approved RAP/RMP, investigate potentially contaminated sites.	City Developer
Mitigation 4.7-5: For the project areas not covered by the DTSC-approved RAP/RMP, remediate soil and groundwater contamination consistent with the City of Oakland ULR Program.	City Developer
Mitigation 4.7-6: LBP sampling prior to demolition.	City
Mitigation 4.7-7: ACM sampling prior to demolition.	City
Mitigation 4.7-8: PCB sampling prior to demolition.	City
Mitigation 4.7-9: Implement RAP/RMP for above-ground and underground storage tanks.	City Developer
Mitigation 4.7-11: Sampling and management of LBP-impacted soil, ground area.	City Developer
Mitigation 4.7-12: Annual ACM assessment.	Developer
Mitigation 4.7-13: Use consistent with Reuse Plan.	Developer
Mitigation 4.7-16: Investigation of oil-filled electrical equipment.	City Developer
Mitigation 4.7-17: Disposal of PCB-containing equipment.	City Developer
Hydrology and Water Quality	
SCA HYD-1: Stormwater Pollution Prevention Plan (SWPPP).	City Developer
Mitigation 4.15-1: Prior to in-water construction, water quality protection plan.	City Developer
Mitigation 4.15-2: Comply with permit conditions from the Corps, RWQCB and BCDC.	City Developer
Mitigation 3.9-1: Coordinate and consult with EBMUD and if necessary construct storm drain improvements resulting from increased elevation in the North Gateway area.	City
SCA HYD-2: Post-Construction Stormwater Management Plan.	City Developer
SCA HYD-3: Maintenance Agreement for Stormwater Treatment Measures.	City Developer
SCA HYD-4: Stormwater and Sewer Improvements and Maintenance.	City Developer
Mitigation 4.15-5: Post-construction controls of stormwater shall be incorporated into the design of new redevelopment elements to reduce pollutant loads.	City Developer

EXHIBIT C

Standard Conditions Of Approval/Mitigation Monitoring and Reporting Program
City/Developer Allocation of Responsibility/Cost

Mitigation 4.14-1: Prohibition on installation of groundwater extraction wells into the shallow water-bearing zone or Merritt Sand aquifer for any purpose other than construction de-watering and remediation.	City Developer
Mitigation 4.14-2: Minimize extraction of groundwater for construction de-watering or remediation.	City Developer
Mitigation 4.15-6: Site-specific design and best management practices shall be implemented to prevent runoff of recycled water to receiving waters.	City Developer
Recommended Measure: Prepare a Sea Level Rise Adaptation Plan for City of Oakland for review and approval.	City Developer
Noise	
SCA NOI-1: Days/Hours of Construction Operation.	City Developer
SCA NOI-2: Noise Control.	City Developer
SCA NOI-3: Noise Complaint Procedures.	City Developer
SCA NOI-6: Pile Driving and Other Extreme Noise Generators.	City Developer
SCA NOI-4: Interior Noise.	City Developer
SCA NOI-5: Operational Noise-General.	City Developer
Public Utilities	
SCA PSU-1: Underground Utilities.	City
SCA PSU-2: Fire Safety Phasing Plan.	City Developer
Mitigation 4.9-1: Increased firefighting and medical emergency response services via fireboat to serve the OARB sub-district.	Developer
Mitigation 4.9-2: Work with OES to ensure changes in local area circulation are reflected in the revised Response Concept.	Developer
Mitigation 4.9-3: Requirement to notify OES of plans in advance of construction or remediation activities.	City Developer
Traffic and Transportation	
Mitigation Measure 3.16-1: 7th Street & I-880 Northbound Off-Ramp (#12) ³ .	City
Mitigation Measure 3.16-2: San Pablo Ave & Ashby Avenue (#42)	City

³ The numbers appearing after the location of the intersection listed refer to Figure 3.16-1 in the IS/Addendum that illustrates the study intersections.

EXHIBIT C

Standard Conditions Of Approval/Mitigation Monitoring and Reporting Program
City/Developer Allocation of Responsibility/Cost

Mitigation Measure 3.16-3: 7 th Street & Harrison Street (#18).	city
Mitigation Measure 3.16-4: 12 th Street & Castro Street (#29). Submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.15-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval.	City
SCA TRANS-1: Parking and Transportation Demand Management.	City Developer
Mitigation 4.3-5: Design of roadways, bicycle and pedestrian facilities, parking lots, and other transportation features.	City Developer
Mitigation 4.3-7: Truck management plan.	Developer
Mitigation 4.3-5: Emergency service program and emergency evacuation plan using waterborne vessels.	Developer
<u>With regard to Maritime Street between 7th Street and West Grand Avenue:</u> Mitigation Measure 3.16-5: Shoulder with a minimum width of 8 feet on the west side of Maritime Street. Mitigation Measure 3.16-6: 9-foot wide area along the entire west side of Maritime Street. Mitigation Measure 3.16-7: 18-foot wide area along the entire east side of Maritime Street.	City
<u>With regard to North Maritime (formerly Wake Avenue):</u> Mitigation Measure 3.16-8: 2 travel lanes in each direction.	City
<u>With regard to Burma Road between Maritime Street and West Oakland (Burma East):</u> Mitigation Measure 3.16-9: 9-foot wide area along the entire north side of Burma Street.	City
Mitigation Measure 3.16-10: 7-foot wide area along the entire south side of Burma Street.	City
<u>With regard to Burma Road between Maritime Street and Railroad Tracks (Burma West):</u> Mitigation Measure 3.16-11: 9-foot wide area along the entire south side of Burma Street. Mitigation Measure 3.16-12: 20-foot wide area along the entire north side of Burma Street.	City
<u>With regard to Burma Road between Railroad Tracks and Gateway Park (Burma Far West):</u> Mitigation Measure 3.16-13: 8-foot wide area along the entire south side of Burma Street.	City
Mitigation Measure 3.16-14: Shoulder along the entire north side of Burma Street.	City
<u>With regard to Emergency Access:</u> Mitigation Measure 3.16-15a: Emergency response plan for the 2012 Army Base Project addressing emergency ingress/egress. Mitigation Measure 3.16-15b: Include West Burma Road turn-outs and turn-arounds at the appropriate locations and dimensions as required by the Fire Department.	City Developer
SCA TRANS-3: Railroad Crossings.	City Developer
Mitigation Measure 3.16-16: Engineers Road, crosswalk just west of the rail crossing on West Burma Road, "KEEP CLEAR," rail crossing angles.	City
Mitigation 4.3-9: Conformance with City of Oakland or Port development standards with facilities that support transportation alternatives to the single-occupant automobile.	City Developer
SCA TRANS-2: Construction Traffic and Parking.	City Developer
Mitigation 4.3-13: Traffic Control Plan (TCP).	City Developer

EXHIBIT C

Standard Conditions Of Approval/Mitigation Monitoring and Reporting Program
City/Developer Allocation of Responsibility/Cost

Mitigation Measure 3.16-17: West Grand Avenue & I-880 Frontage Road (#2).	City
Mitigation Measure 3.16-18: San Pablo Ave & Ashby Ave (#42).	City
Mitigation Measure 3.16-19: West Grand Avenue & Maritime Street (#1).	City
Mitigation Measure 3.16-20: 7th Street & Union Street (#15).	City
Mitigation Measure 3.16-21: West Grand Avenue & Northgate Avenue (#8).	City
Mitigation Measure 3.16-22: 5th Street & Union Street / I-880 North Ramps (#21).	City
Mitigation Measure 3.16-23: MacArthur Boulevard & Market Street (#33).	City
Mitigation Measure 3.16-24: West Grand Avenue & I-880 Frontage Road (#2).	City
Mitigation Measure 3.16-25: West Grand Avenue & Adeline Street (#4).	City
Mitigation Measure 3.16-26: West Grand Avenue & Market Street (#5).	City
Mitigation Measure 3.16-27: West Grand Avenue & San Pablo Avenue (#5).	City
Mitigation Measure 3.16-28: West Grand Avenue & Harrison Street (#9).	City
Mitigation Measure 3.16-29: 7th Street & Harrison Street (#18).	City
Mitigation Measure 3.16-30: 6th Street & Jackson Street (#20).	City
Mitigation Measure 3.16-31: 12th Street & Brush Street (#28).	City
Mitigation Measure 3.16-32: Powell Street & Hollis Street (#37).	City
Mitigation Measure 3.16-33: Powell Street/Stanford Avenue & San Pablo Avenue (#38).	City
Recommended Measures (Project and Cumulative): W. Grand Avenue & Maritime Street (#1) 7 th Street & Maritime Street (#10) 7 th Street & I-880 northbound off-ramp (#12)	City

EXHIBIT C

Standard Conditions Of Approval/Mitigation Monitoring and Reporting Program
City/Developer Allocation of Responsibility/Cost

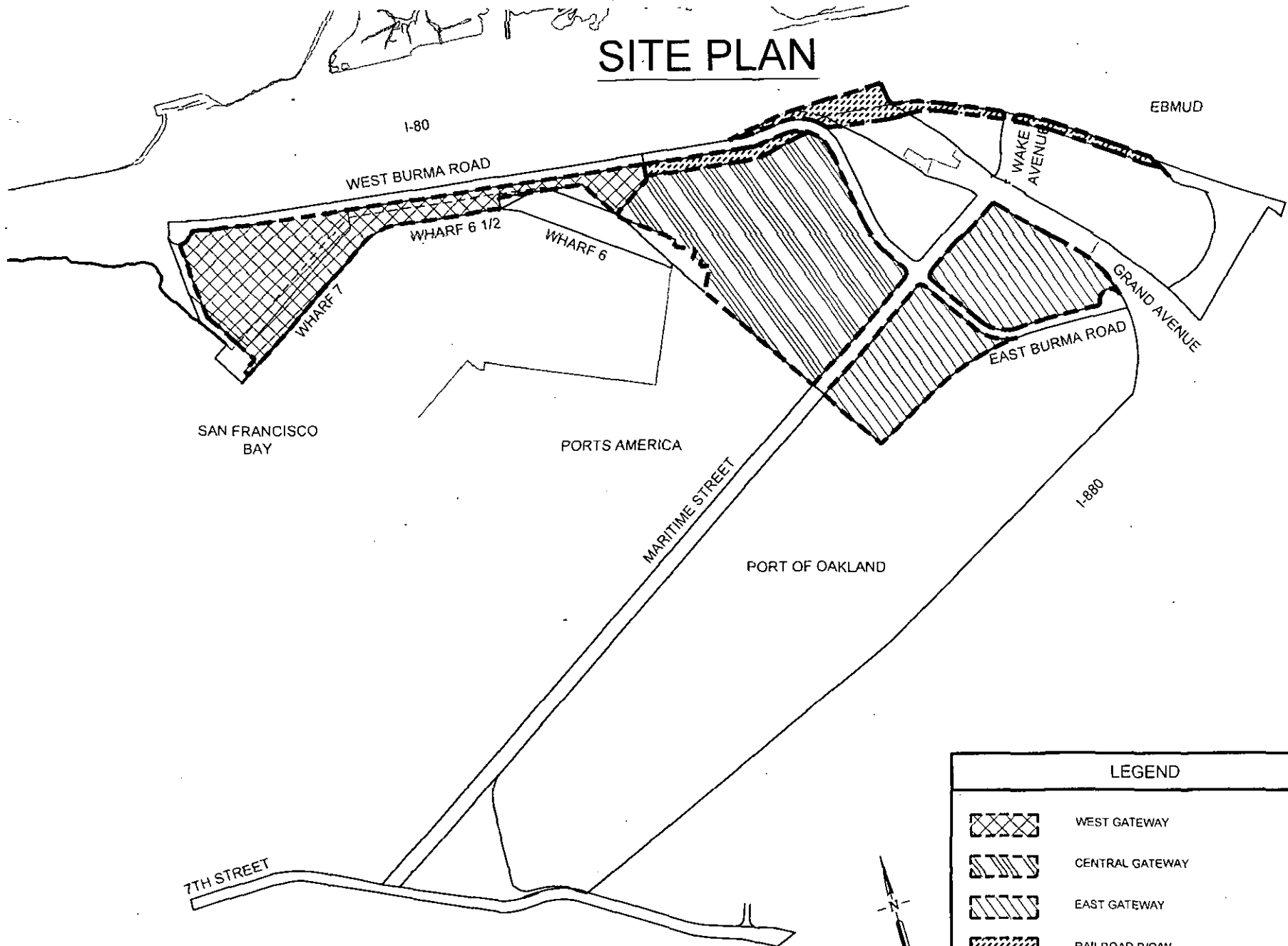
Underground Utilities	
SCA UTL-3: Underground Utilities.	City
SCA UTL-5: Improvements in the Public Right-of Way (Specific).	City
SCA UTL-6: Payment for Public Improvements.	City
Mitigation 4.9-4: Individual actions with landscaping requirements of one or more acres.	City Developer
Mitigation 4.9-5: Dual plumbing.	Developer
Mitigation 4.9-6: Use of recycled water.	City Developer
SCA UTL-1a, (ITL-1b): Compliance with the Green Building Ordinance, OMC Chapter 18.02.	City Developer
SCA UTL-2: Waste Reduction and Recycling.	City Developer
Mitigation: 4.9-7: Deconstruction program.	City
Mitigation 4.9-8: Concrete and asphalt removed during demolition/construction.	City





EXHIBIT D-1

PROJECT CONCEPTUAL SITE PLAN

[See attached]

SITE PLAN



LEGEND	
	WEST GATEWAY
	CENTRAL GATEWAY
	EAST GATEWAY
	RAILROAD R/O/W



402715 01
2/12

Exhibit D-2

Project Development Program

A. East Gateway: (The development of the following shall be subject to the provisions of the applicable Ground Lease.)

1. Trade & Logistics Uses: Up to 442,560 square feet (at any permissible FAR) of trade and logistics facilities (warehouse, distribution and related facilities), including, but not limited to, general purpose warehouses, cold and refrigerated storage, container freight stations, deconsolidation facilities, truck terminals, and regional distribution centers (collectively, "EGW Trade & Logistics Uses").

2. Ancillary Uses: Developer also may develop and operate, as uses that are ancillary and related to the EGW Trade & Logistics Uses, trailer and container cargo storage and movement, chassis pools, open storage and open truck parking, and other ancillary uses ("EGW Ancillary Uses").

3. Conditional Uses: Trailer and container cargo storage and movement, chassis pools, open storage and open truck parking (collectively, "EGW Conditional Uses"); provided, however, that EGW Conditional Uses may only be developed and operated independent of EGW Trade & Logistics Uses on the continuing condition that, and for so long as, Developer is in compliance with its obligations under the applicable Ground Lease.

4. Support improvements. Private circulation, utility and rail spur improvements consistent with the Master Plan and ancillary and supplemental to the Public Improvements constructed by the City (collectively, "EGW Support Improvements").

B. Central Gateway: (The development of the following shall be subject to the provisions of the applicable Ground Lease.)

1. Trade & Logistics Uses: Up to 500,210 square feet (at any permissible FAR) of trade and logistics facilities (warehouse, distribution and related facilities), including, but not limited to, general purpose warehouses, cold and refrigerated storage, container freight stations, deconsolidation facilities, truck terminals, and regional distribution centers (collectively, "CGW Trade & Logistics Uses").

2. Ancillary Uses: Developer also may develop and operate, as uses that are ancillary and related to the CGW Trade & Logistics Uses, trailer and container cargo storage and movement, chassis pools, open storage and open truck parking, and other ancillary uses ("CGW Ancillary Uses").

3. Conditional Uses: Trailer and container cargo storage and movement, chassis pools, open storage and open truck parking (collectively, "CGW Conditional Uses"); provided, however, that CGW Conditional Uses may only be developed and operated independent of CGW Trade & Logistics Uses on the continuing condition that, and for so long as, Developer is in compliance with its obligations under the applicable Ground Lease).

4. Support Improvements. Private circulation, utility and rail spur improvements consistent with the Master Plan and ancillary and supplemental to the Public Improvements constructed by the City (collectively, "CGW Support Improvements").

C. West Gateway: (The development of the following shall be subject to the provisions of the applicable Ground Lease.)

1. Bulk Oversized Terminal: A ship-to-rail terminal designed for the export of non-containerized bulk goods and import of oversized or overweight cargo ("Bulk Oversized Terminal").

2. Railroad Improvements: Railroad tracks and related equipment necessary to adequately serve the Bulk Oversized Terminal as shown on the Master Plan. The Railroad Improvements are subject to reduction if Caltrans approves only one (1) rail line pursuant to Section 2.2.6.3 of the Agreement.

3. Ancillary Uses: Developer also may develop and operate, as uses that are ancillary and related to the Bulk Oversized Terminal and, trailer and container cargo storage and movement, chassis pools, open storage and open truck parking, and other ancillary uses (the "WGW Ancillary Uses").

4. Developer Funded Wharf Improvements: If Developer elects to construct the Developer Funded Wharf Improvements pursuant to Section 3.5.1 of the Agreement, Developer shall also construct the Developer Funded Wharf Improvements as defined in the Agreement.

5. Conditional Uses: Trailer and container cargo storage and movement, chassis pools, open storage and open truck parking (collectively, "WGW Conditional Uses"); provided, however, that WGW Conditional Uses may only be developed and operated independent of Bulk Oversized Terminal on the continuing condition that, and for so long as, Developer is in compliance with its obligations under the applicable Ground Lease.

6. Support Improvements: Private circulation, utility and rail spur improvements consistent with the Master Plan and ancillary and supplemental to the Public Improvements constructed by the City (collectively, "WGW Support Improvements").

D. Billboards.

Number	Billboard Location	Size	Sides	Display Type
1	Bay Bridge 300' East of Toll Plaza – South Line, East & West Face	20'H x 60'W	2	LED
2	Bay Bridge 800' East of Toll Plaza – South Line, West Face	20'H x 60'W	2	Backlit
3	I-880 West Grand 500' North of Maritime – West Line, North & South Face	14'H x 48'W	2	LED
4	I-880 West Grand South of Maritime – West Line, North & South Face	14'H x 48'W	2	Backlit
5	I-880 West Grand 600' South of Maritime – West Line, North & South Face	14'H x 48'W	2	LED

Notes:

Backlit Display: Static translucent sign lit from behind, traditionally has two ad faces (front and back).

LED Display: Changeable digital sign comprised of LED bulbs, can have as many as 12 rotating digital ads.

MPW

FILED
OFFICE OF THE CITY CLERK
OAKLAND

2013 MAY 16 PM 2: 25

NOTICE AND DIGEST

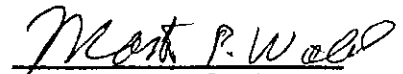
ADOPTION OF THE FOLLOWING ORDINANCES, AS RECOMMENDED BY THE CITY PLANNING COMMISSION, CONCERNING DEVELOPMENT ON APPROXIMATELY 160 ACRES IN THE GATEWAY DEVELOPMENT AREA OF THE FORMER OAKLAND ARMY BASE:

- 1. AN ORDINANCE AMENDING THE OAKLAND PLANNING CODE TO CREATE THE GATEWAY INDUSTRIAL DISTRICT (D-GI) ZONE AND MAKE CONFORMING CHANGES TO OTHER PLANNING CODE SECTIONS AND THE OAKLAND ZONING MAP TO APPLY THE D-GI ZONE TO APPROXIMATELY 160 ACRES IN THE GATEWAY DEVELOPMENT AREA OF THE FORMER OAKLAND ARMY BASE; AND**
- 2. AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF OAKLAND AND PROLOGIS CCIG OAKLAND GLOBAL, LLC, A DELAWARE LIMITED LIABILITY CORPORATION, FOR THE DEVELOPMENT ON APPROXIMATELY 160 ACRES IN THE GATEWAY DEVELOPMENT AREA OF THE FORMER OAKLAND ARMY BASE TO BE IN A FORM AND CONTENT SUBSTANTIALLY IN CONFORMANCE WITH THE ATTACHED DOCUMENTS, WITHOUT RETURNING TO THE CITY COUNCIL.**

These ordinances would (1) create a new zoning district in the Oakland Planning Code called the Gateway Industrial District (D-GI) Zone located in the Gateway Development Area of the former Oakland Army Base to facilitate implementation of the Army Base development project and (2) establish a Development Agreement between the City of Oakland and the master developer for the Army Base development project, Prologis CCIG Oakland Global, LLC, to govern certain aspects of the development of the project, including, among other things, vesting land use entitlements, approvals, and permits for a period of approximately 70 years, limiting the application of future development impact fees to the project, while future permit application fees would be those in effect at the time applications are submitted, and allocating responsibility for the cost and implementation of the Standard Conditions of Approval and Mitigation Monitoring and Reporting Program between the City and the master developer.

2013 MAY 16 PM 2:05

OAKLAND CITY COUNCIL


City Attorney

RESOLUTION NO. _____ C.M.S.

Introduced by Councilmember _____

A RESOLUTION, AS RECOMMENDED BY THE CITY PLANNING COMMISSION, ADOPTING DESIGN STANDARDS FOR THE GATEWAY INDUSTRIAL DISTRICT (D-GI) ZONE LOCATED ON APPROXIMATELY 160 ACRES IN THE GATEWAY DEVELOPMENT AREA OF THE FORMER OAKLAND ARMY BASE AND AUTHORIZING STAFF TO MAKE MINOR ONGOING REVISIONS TO THE ADOPTED DESIGN STANDARDS CONSISTENT WITH THE D-GI ZONE AND OAKLAND PLANNING CODE, BUT MAJOR REVISIONS TO BE MADE BY THE CITY PLANNING COMMISSION, WITHOUT RETURNING TO THE CITY COUNCIL

WHEREAS, on June 12, 2012, the Oakland City Council, via Resolution No. 83930 C.M.S., approved the amended Oakland Army Base (OARB) Reuse Plan (Master Plan), including adopting the 2012 OARB Initial Study/Addendum, making related California Environmental Quality Act (CEQA) findings, and adopting the Standard Conditions of Approval/Mitigation Monitoring and Reporting Program (SCAMMRP); and

WHEREAS, the Gateway Development Area encompasses approximately 160 acres of the OARB; and

WHEREAS, the Master Plan involves the removal of all buildings in the Gateway Development Area and the redevelopment of the site with new warehousing, recycling, maritime support; trucking-related, office, research and development, and rail-related activities (Project); and

WHEREAS, a new zoning district called the Gateway Industrial District (D-GI) zone has been created to be applied to the Gateway Development Area, which is intended to implement the Master Plan by permitting land uses consistent with the Master Plan; and

WHEREAS, new design standards have been created to regulate the design of new development in the D-GI zone, including regulating site design, building design, landscaping, lighting, and signage (Design Standards); and

WHEREAS, the D-GI zone requires new development to comply with the Design Standards to ensure that the design quality of new development is high; and

WHEREAS, the Landmarks Preservation Advisory Board held a duly noticed public hearing on the proposed Design Standards, as well as other planning matters, on April 8, 2013; and

WHEREAS, the City Planning Commission held a duly noticed public hearing on the proposed Design Standards, as well as other related planning matters, on May 1, 2013, and at the close of the hearing recommended approval of the Design Standards to the City Council; and

WHEREAS, the Community and Economic Development Committee held a duly noticed meeting on May 28, 2013, to consider the Design Standards, as well as other related planning matters, and recommended approval of such to the City Council; and

WHEREAS, the City Council held a duly noticed public hearing on the Design Standards, as well as other related planning matters, on June 4, 2013; now therefore be it

RESOLVED, the City Council, based upon its own independent review, consideration, and exercise of its independent judgment, hereby finds and determines, on the basis of substantial evidence in the entire record before the City, that none of the circumstances necessitating further CEQA review are present. Thus, prior to approving the Design Standards, the City Council finds and determines that it can continue to rely on the previously adopted 2012 OARB Initial Study/Addendum for the reasons stated in the June 12, 2012, and May 28, 2013, City Council Agenda Reports and related attachments/exhibits. The (Final and Corrected) Standard Conditions of Approval/Mitigation Monitoring and Reporting Program, dated October 15, 2012, is also hereby reaffirmed/readopted; and be it

FURTHER RESOLVED, the City Council finds and determines that this action complies with CEQA and the Environmental Review Officer is directed to cause to be filed a Notice of Determination with the appropriate agencies; and be it

FURTHER RESOLVED, the City Council hereby adopts the Design Standards as contained in Exhibit A, attached hereto and hereby incorporated by reference; and be it

FURTHER RESOLVED, the City Council finds that the Design Standards will ensure that new development in the D-GI zone will equal or exceed the design quality of the existing OARB buildings to be removed as part of the Project and will be compatible with the character of the area; and be it

FURTHER RESOLVED, that the City Council hereby authorizes staff to make minor ongoing revisions to the adopted Design Standards consistent with the DG-I zone and Oakland Planning Code, but with major revisions to be made by the Planning Commission, without returning to the City Council; and be it

FURTHER RESOLVED, the recitals set forth above are true and correct and are an integral part of this Resolution; and be it

FURTHER RESOLVED, the City Council finds and determines the following:

a) The Project is consistent with the General Plan and all applicable planning and zoning enactments; and

c) The Design Standards are desirable in order to facilitate the successful Project implementation; and

d) The Project will have substantial economic and community benefits to the City, including generating permanent and construction jobs and the catalytic effect the project will have on revitalizing the surrounding neighborhood, which will result in increased property values in the surrounding area and an increase in the viability of existing businesses; and

e) The public safety, health, convenience, comfort, prosperity and general welfare will be furthered by the Design Standards; and be it

FURTHER RESOLVED, if any phrase, clause, section, subsection, paragraph, subdivision, sentence, term or provision of this Resolution or its application to any person or circumstances is finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Resolution or the application of this Resolution to other situations shall remain in full force and effect; and be it

FURTHER RESOLVED, that the record before this Council relating to this Resolution includes, without limitation, the following:

1. the applications, including all accompanying maps and papers;
2. all relevant plans and maps;
3. all final staff reports, decision letters, and other documentation and information produced by or on behalf of the City;
4. all oral and written evidence received by the City staff, Landmarks Preservation Advisory Board, Planning Commission, and City Council before and during the public hearings on the application; and
5. all matters of common knowledge and all official enactments and acts of the City, such as (a) the General Plan and the General Plan Conformity Guidelines; (b) the Oakland Municipal Code, including, without limitation, the Oakland real estate regulations, Oakland Fire Code; (c) Oakland Planning Code; (d) other applicable City policies and regulations; and (e) all applicable state and federal laws, rules and regulations; and be it

FURTHER RESOLVED, that the custodians and locations of the documents or other materials which constitute the record of proceedings upon which the City's decision is based are respectively: (a) the Office of Neighborhood Investment, 250 Frank H. Ogawa Plaza, 5th Floor, Oakland; (b) the Planning and Building Department, Planning Division, 250 Frank H. Ogawa

Plaza, 3rd Floor, Oakland; and (c) the Office of the City Clerk, 1 Frank H. Ogawa Plaza, 1st Floor, Oakland.

IN COUNCIL, OAKLAND, CALIFORNIA, _____

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, GALLO, GIBSON MCELHANEY, KALB, KAPLAN, REID, SCHAAF and PRESIDENT KERNIGHAN

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____
LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California



GATEWAY INDUSTRIAL DISTRICT DESIGN STANDARDS

INTRODUCTION

A. APPLICABILITY

These Design Standards apply to all projects in the Gateway Industrial District (D-GI) Zone, including new construction and alterations.

B. INTENT

The intent of the Design Standards is to:

- Ensure high quality design through the use of quality building materials, pleasing building composition and form, and visual interest;
- Create a functional environment consistent with the industrial nature of the D-GI Zone;
- Enhance the view of the district as seen from the street and nearby freeways;
- Reduce the potential for criminal activity through the use of Crime Prevention Through Environmental Design (OPTED) principles;
- Utilize landscaping to soften the urban industrial character of the district, enhance the architecture of the site, and provide appropriate visual screening and environmental benefits; and
- Create a district with a visual identity that incorporates characteristics of Oakland industrial architecture in a contemporary way, and reflects current industrial design and construction methods.

C. EXCEPTIONS

Exceptions to the Design Standards may be granted by the Director of City Planning in accordance with the Regular Design Review procedure contained in Section 17.136.040(C) if the project complies with the Regular Design Review approval criteria contained in Section 17.136.050 and with the following additional criteria:

1. The proposed design is consistent with the intent of the Design Standards; and
2. One of the following is applicable:
 - a. Strict compliance with the Design Standards would preclude a superior design solution; or
 - b. There are unique circumstances related to the project and/or site and an effective design solution is proposed.

D. AMENDMENTS

Minor non-substantive amendments to the Design Standards, and minor substantive clarifications and refinements that are consistent with the overall intent of the Design Standards, may be approved administratively by the Director of City Planning.

Major substantive amendments to the Design Standards require review and approval by the City Planning Commission.

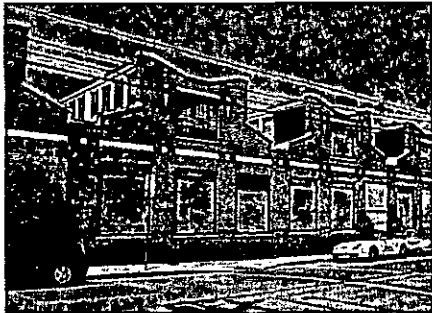
DESIGN STANDARDS

OAKLAND INDUSTRIAL CONTEXT

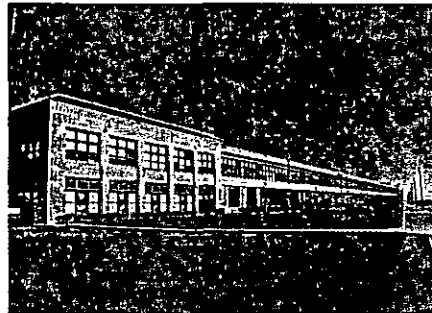
The City of Oakland has a rich legacy of high quality industrial architecture. There are certain characteristics present in Oakland industrial architecture that impart design quality, for example:

- Building forms tend to be articulated into shapes with multiple surfaces;
- Large warehouses typically have a visually differentiated office area;
- Industrial materials, such as metal, masonry, concrete, and glass, predominate; and
- Industrial steel sash windows are common.

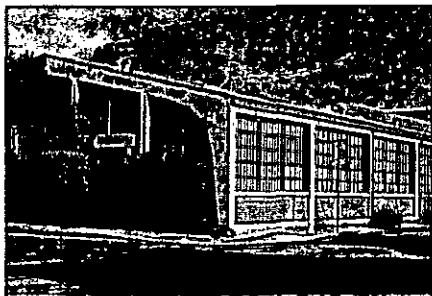
Below are photographs of existing buildings that represent these characteristics of Oakland industrial architecture.¹



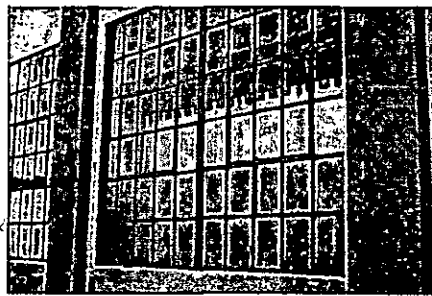
Example of historic building with articulated shape



Example of historic warehouse building with visually differentiated office area



Example of industrial materials – masonry, concrete and glass



Example of industrial steel sash windows

¹ Note that the purpose of the photographs is to provide visual examples of architectural concepts; not to recommend that new development in the D-GI Zone should match the architectural style of these buildings.

Existing Oakland industrial architecture provides a vocabulary that can be reinterpreted in a contemporary way so that new buildings in the D-GI Zone have an Oakland industrial character. Like most of the historic industrial buildings in Oakland, new development in the D-GI Zone will consist of utilitarian buildings and land uses representative of the period in which they are developed. The design standards below incorporate, where appropriate, concepts from Oakland industrial architecture and present those concepts in a way that provides the flexibility necessary to have a successful contemporary and utilitarian industrial district.

1. SITE DESIGN

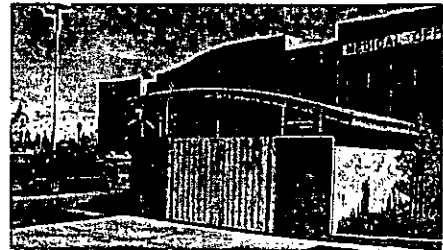
- 1.1. Surfacing: All driveway, parking, and loading areas shall have a durable, dustless, all-weather surface. Examples of allowable surfaces include, but are not limited to, concrete, asphalt, and individual pavers. Examples of prohibited surfaces include, but are not limited to, gravel and turf. This standard does not apply to temporary surfaces or emergency access routes.



Example of pedestrian pathway (crosswalk and sidewalk) to main building entry

- 1.2. Pedestrian Pathway: A clearly identifiable pedestrian pathway to the main building entry with a minimum width of 5 feet is required from the street and from parking areas. Examples of techniques to provide identity to the pathway include, but are not limited to, using sidewalks, striping or contrasting materials, textures, or colors.

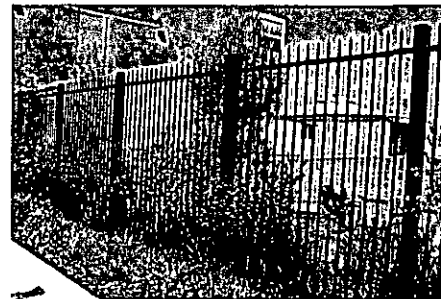
- 1.3. Fence/Wall Height: The maximum allowed height of any fence, freestanding wall, dense hedge, or similar barrier is 10 feet.



Example of trash enclosure with roof shape related to roof shape of primary building

- 1.4. Fence/Wall Transparency: The area above 42 inches on any fence, freestanding wall, dense hedge, or similar barrier shall have a minimum transparency of 70 percent. This standard does not apply to the screening of utility equipment, trash collection areas, and other similar enclosed utility areas.

- 1.5. Screening of Utility Equipment and Trash Collection Areas: Utility equipment, trash collection areas, and other similar areas shall be enclosed by a solid fence, wall, or similar barrier no taller than 2 feet above the object(s) being screened and not exceeding 15 feet in height. Trash enclosures shall be covered and contain solid doors and interior concrete curbs, shall be sized to fit both trash and recycling containers that will be necessary to serve the users of the



Example of allowable fencing

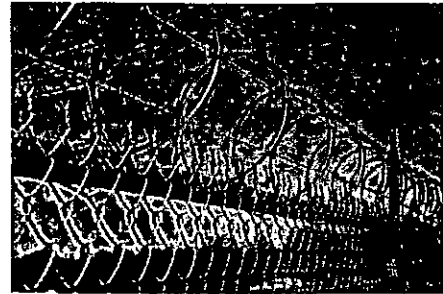
site, and should be designed to be compatible with the industrial character of the site with similar form, materials, and color as the primary building(s) on the site. Enclosed trash compactors adjacent to truck docks are permitted with no screening required.

1.6. Secured Areas: Areas of the site not visible from the street shall be secured with a fence, wall, or similar barrier during non-business hours.



Example of allowable fencing

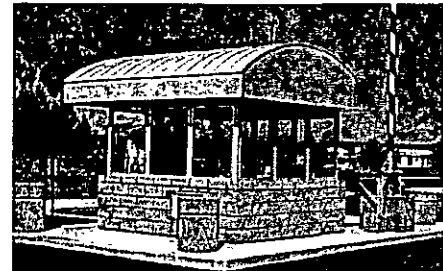
1.7. Perimeter Security Fencing Materials and Color: All perimeter security fencing shall be made of durable materials. Examples of allowable perimeter security fencing materials include, but are not limited to, solid steel, iron, and aluminum. Examples of prohibited materials on perimeter security fencing include, but are not limited to, wood, chain-link, plastic, vinyl, and wire. All perimeter security fencing shall be black in color. These standards do not apply to the screening of utility equipment, trash collection areas, and other similar enclosed utility areas, or to interior site fencing used for delineating storage, equipment, parking, loading, or other similar areas.



Barbed wire and razor wire are prohibited

1.8. Barbed Wire and Razor Wire: The use of barbed wire and razor wire on fences, walls, and buildings is prohibited.

1.9. Secured Entries: Vehicle entry gates, checkpoints, kiosks, and other similar secured entry points shall be set back from the street at least 20 feet, except that secured entries on sites accessed by trucks shall be set back at least 50 feet, to allow adequate queuing space.



Example of secured entry kiosk

1.10. Vehicle Maneuvering: Adequate on-site vehicle maneuvering space shall be provided so that all vehicles, including cars and trucks, may exit the site driving forward.

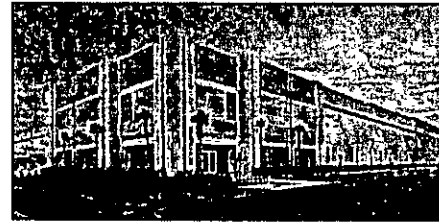


Example of identifiable main entry

2. BUILDING DESIGN

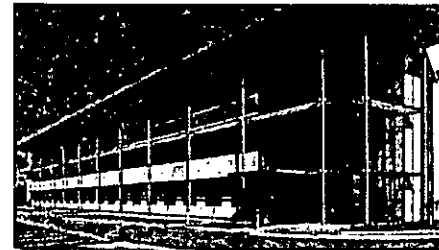
2.1. Exterior Building Wall Materials: Allowable exterior building wall materials are concrete, stucco, masonry, fiber cement (and other similar composites), glass, metal, and solid wood. Plywood, plastic, vinyl, and fiberglass are not allowed, except as accent materials.

2.2. Main Building Entry: The main building pedestrian entry shall be clearly identifiable from the street. Examples of architectural techniques to provide identity to the main building entry include, but are not limited to, contrasting textures, distinctive colors and materials, projections/recesses, and fenestration.



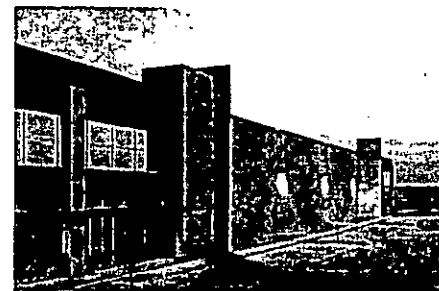
Example of distinguishable front office area

2.3. Front Office Space and Loading Docks/Storage Areas: In buildings with two or more use areas, such as office and warehouse/storage areas, these areas shall be clearly visually distinguishable. It is recommended that front office space be articulated into vertical bays appropriate to the design of the building (e.g., 20 to 30 feet wide).



Example of building wall articulation

2.4. Building Wall Articulations: Building walls over 100 feet in length shall contain a system of articulating architectural elements creating visually distinct sub-volumes through the incorporation of changes in two or more architectural elements, such as changes in surface planes (projections/recesses), roofline, colors, materials, textures, and/or fenestration.



Example of building wall articulation

2.5. Street-Facing Truck Docks and Truck Doors: Truck docks and truck doors facing the street shall be set back from the public right-of-way at least 50 feet, and shall incorporate architectural detailing. Examples of architectural detailing include, but are not limited to, projections, recesses, changes in building textures and colors, and awnings. This standard applies to truck docks and truck doors in buildings and structures; it does not apply to the doors of trucks.



Example of truck docks with awnings

2.6. Secured Entry Buildings: Kiosks at secured entries should be designed to be compatible with the industrial character of the site with similar form, materials, and color, as the primary building(s) on the site.



Example of window articulation

2.7. Window Articulation: Windows shall incorporate articulating details. An example of window articulation is regular, repetitive grid patterns of lights in the window system.

2.8. Window Recess: Windows shall be recessed from the exterior surface of the wall.

2.9. Roof Penetrations/Equipment: Locate building equipment within the building envelope if feasible in order to avoid excessive protrusions on the roof. Roof penetrations (e.g. vents, condensers) should be diverted to other interior locations where feasible. If located on the roof, they shall be an orderly roof design element such as grouped into repetitive roof-top pods. Skylights are encouraged.

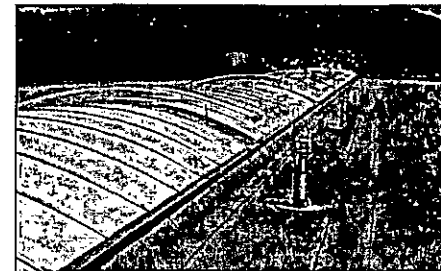
2.10. Solar Panels: If solar panels are proposed, they should be incorporated into the overall project design.

2.11. Visibility in Certain Activities: The following standards apply to buildings associated with Convenience Markets, Automobile and Other Light Vehicle Gas Station and Servicing Activities, and Truck and Other Heavy Vehicle Service, Repair, and Refueling Activities in order to increase visibility:

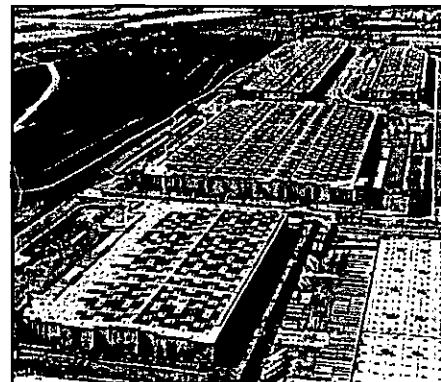
- Windows shall be incorporated to provide clear visibility from inside the building to the site and the street. Window area shall constitute at least 60 percent of each exterior building wall.
- Window signs shall cover no more than 10 percent of the window area.
- Cash registers shall be positioned to allow cashiers to see the building entry.
- Interior shelving and displays shall be no higher than five feet and shall be designed to allow cashiers to see down aisles.
- Interior lighting shall be adequately shielded to a point below the light bulb and reflector to prevent visibility of the bulb from the exterior of the building.



Example of roof penetrations (vents and skylights) arranged in an organized, repetitive design



Example of skylights



Example of rooftop solar panels

3. LANDSCAPING AND LIGHTING

3.1. Tree and Plant List: Trees and plants shall be selected from the approved Tree and Plant List (see Attachment A) unless alternative species are approved by the Director of City Planning. The tree and plant list includes a variety of trees and plants that will provide year-round interest, tolerate wind, and adapt to the soil conditions of

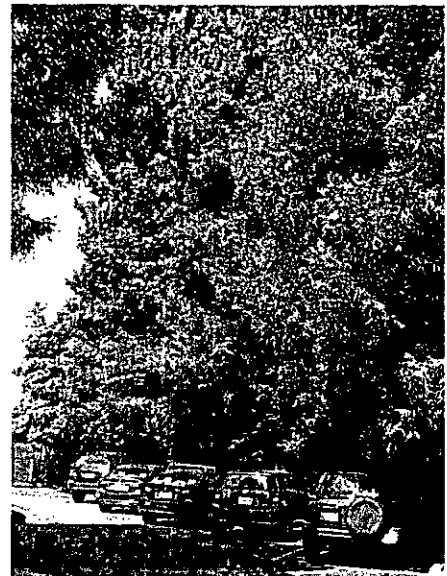
the site. All plants are climate-adapted and intended to be in harmony with the shoreline plants that already thrive in the area.

- 3.2. Canopy Trees – Car Parking Areas: Canopy trees are required in car parking areas. Tree plantings shall be designed to provide at least 40 percent canopy coverage of parking lot surface areas in 15 years. This standard applies to car parking spaces, driveways, and maneuvering aisles. See Attachment B for guidance on calculating canopy coverage. This canopy coverage standard does not apply to truck areas, including parking, storage, loading, or maneuvering areas. Landscaped areas containing trees shall measure no less than 5 feet in any direction. *[Note: Staff is continuing to research the appropriate canopy coverage percentage. The percentage requirement may be adjusted depending on the outcome of that research.]*



Example of canopy trees in parking area

- 3.3. Canopy Trees – Truck Areas: Canopy trees are required on the perimeter of truck areas, including parking, storage, loading, and maneuvering areas. Tree spacing shall not exceed the canopy spread at full growth.



Example of screening trees

- 3.4. Landscape Buffer – Parking, Loading, and Storage Areas: A landscape strip at least 5 feet wide is required between off-street car and truck parking, loading, and storage areas and adjacent streets. Landscaping (except trees) shall not exceed 42 inches in height.

- 3.5. Landscape Buffer – Buildings: A landscape strip at least 5 feet wide is required along the foundation of at least 50 percent of the length of building walls visible from the street, except where building entries, truck docks, truck doors and storage areas are located.



Example of screening trees

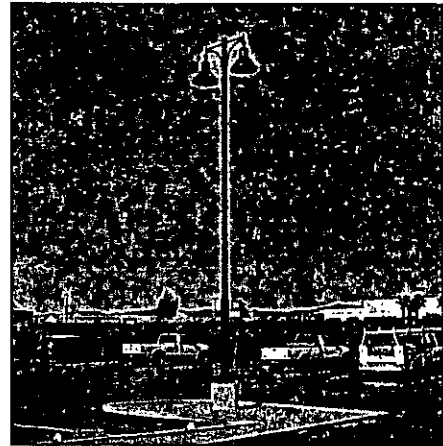
- 3.6. Screening Trees on Sites Adjacent to Freeways: Landscape areas located adjacent to a freeway shall contain trees for visual screening. The species shall be selected based on criteria of fast growth and appropriate significant height for buffering the site. Trees should equal or exceed the height of on-site buildings at full growth. Tree spacing shall not exceed the canopy spread of the trees at full growth.

3.7. Lighting – Minimum Illumination: The following minimum illumination is required during business and non-business hours:

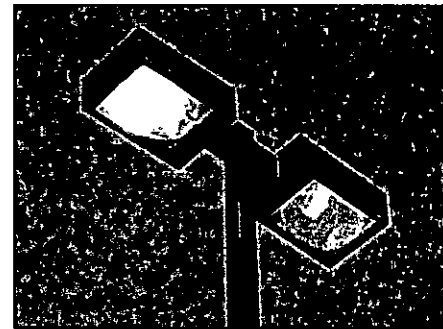
- Commercial Activities: 3 foot-candles
- Industrial Activities – Car Parking Areas: 1 foot-candle
- Industrial Activities – Other Areas: 0.5 foot-candle
- All activities: Minimum-to-maximum uniformity ratio shall not exceed 4:1

3.8. Lighting Design: All lighting shall be architecturally integrated into the site and reflect and reinforce the industrial character of the D-GI Zone. Lighting for circulation, security, and building/sign identification should be non-obtrusive, except for light fixtures, which are themselves features to the industrial character of the area. Lighting fixture height should be appropriate to the type of lighting use area.

3.9. Lighting – Shielding: Lighting fixtures shall be “full cut-off” to provide adequate shielding to a point below the light bulb and reflector in order to prevent glare onto adjacent properties and minimize contribution to sky glow.



Example of freestanding light fixture in parking area



Example of light fixture with shielding

4. SIGNS

4.1. Signs: All signage shall comply with a Master Sign Program for D-GI Zone as approved by the Director of City Planning. The Master Sign Program shall be consistent with the intent of the Design Standards.

5. OTHER STANDARDS

5.1. All projects shall comply with all other applicable requirements, codes, and policies, including, but not limited to, the following:

- Chapter 17.102 – General Regulations
- Chapter 17.104 – Sign Limitations
- Chapter 17.108 – General Height, Yard, and Court Regulations
- Chapter 17.110 – Buffering Regulations
- Chapter 17.116 – Parking Requirements
- Chapter 17.117 – Bicycle Parking Requirements
- Chapter 17.118 – Recycling Space Requirements
- Chapter 17.120 – Performance Standards
- Chapter 17.124 – Landscaping and Screening Standards
- Chapter 17.128 – Telecommunications Regulations

Gateway Industrial District Design Standards

- Chapter 18.02 – Green Building Requirements
- National Pollutant Discharge Elimination System (NPDES) C.3 Stormwater Requirements
- Oakland Building Code
- Oakland Fire Code
- Applicable Standard Conditions of Approval and Mitigation Measures

ATTACHMENT A: TREE AND PLANT LIST

TALL SCREENING TREES TO BUFFER VIEW FROM FREEWAYS

<i>Botanic name</i>	<i>Common name</i>	<i>Native or Climate adapted</i>
Acer microphyllum	Big leaf maple	Bay native, BCDC list
Acer rubrum	Red alder	Bay native, BCDC list
Casuarina equisetifolia	Beach she-oak	Climate adapted
Celtis australis	European hackberry	Climate adapted
X chitalpa tashkentensis 'pink dawn'	Pink dawn Chitalpa	Climate adapted
Cupressus macrocarpa	Monterrey Cypress	Climate adapted
Geijera parviflora	Australian willow	Climate adapted
Metrosideros excelsus	New Zealand Christmas Tree	Climate adapted
Nyssa sylvatica 'Red Rage'	Tupelo tree	Climate adapted
Pinus eldarica	Eldarica pine	Climate adapted
Pinus pinea	Italian stone pine	Climate adapted
Pinus torreyana	Torrey pine	Climate adapted
Populus fremontii 'Nevada'	Fremont poplar (sterile hybrid)	Bay native

CANOPY AND SHADE TREES FOR PARKING AREAS AND SITE PERIMETER

<i>Botanic name</i>	<i>Common name</i>	<i>Native or Climate adapted</i>
Acer rubrum	Red alder	Bay native, BCDC list
Casuarina equisetifolia	Beach she-oak	Climate adapted
Celtis occidentalis 'Prairie Sentinel'	Hackberry	Climate adapted
X chitalpa tashkentensis 'Pink Dawn'	Pink dawn Chitalpa	Climate adapted
Cupressus macrocarpa	Monterrey Cypress	Climate adapted
Geijera parviflora	Australian willow	Climate adapted
Laurus nobilis 'Saratoga'	Saratoga bay	Climate adapted
Nyssa sylvatica 'Red Rage'	Tupelo tree	Climate adapted
Pinus eldarica	Eldarica pine	Climate adapted
Pinus pinea	Italian stone pine	Climate adapted
Pinus torreyana	Torrey pine	Climate adapted
Populus fremontii 'Nevada'	Fremont poplar (sterile hybrid)	Bay native
Umbellularia californica	Californian laurel	Bay native, BCDC list
Quercus robur 'fastigata'	English she-oak	Climate adapted

TALL SHRUBS AND SMALL TREES FOR SCREENING EDGES

<i>Botanic name</i>	<i>Common name</i>	<i>Native or Climate adapted</i>
Arbutus marina	Arbutus	California native
Arctostaphylos densiflora 'harmony'	'Harmony' manzanita	California native

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<i>Cercis occidentalis</i>	Western redbud	California native, BCDC list
<i>Corylus Coronuta</i> var. <i>californica</i>	Western hazelnut	Bay native, BCDC list
<i>Dodennaea viscosa</i> var. <i>purpurea</i>	Purple Hopseed bush	Climate adapted, BCDC list
<i>Dodennaea viscosa</i> var. <i>purpurea</i>	Flannel bush	California native, BCDC list
<i>Garrya elliptica</i> 'James Roof	Coast silk tassel	Bay native
<i>Hakea suaveolens</i>	Sweet Hakea	Climate adapted, BCDC list
<i>Hetermoles arbutifolia</i>	Toyon	Bay native, BCDC list
<i>Lavatera maritima</i>	Tree Mallow	Climate adapted
<i>Lavatera maritima</i>	California wax myrtle	Bay native, BCDC list
<i>Rhamnus californica</i> 'eve case	Coffeberry	Bay native, BCDC list
<i>Sambucus mexicana</i>	Blue Elderberry	Bay native, BCDC list

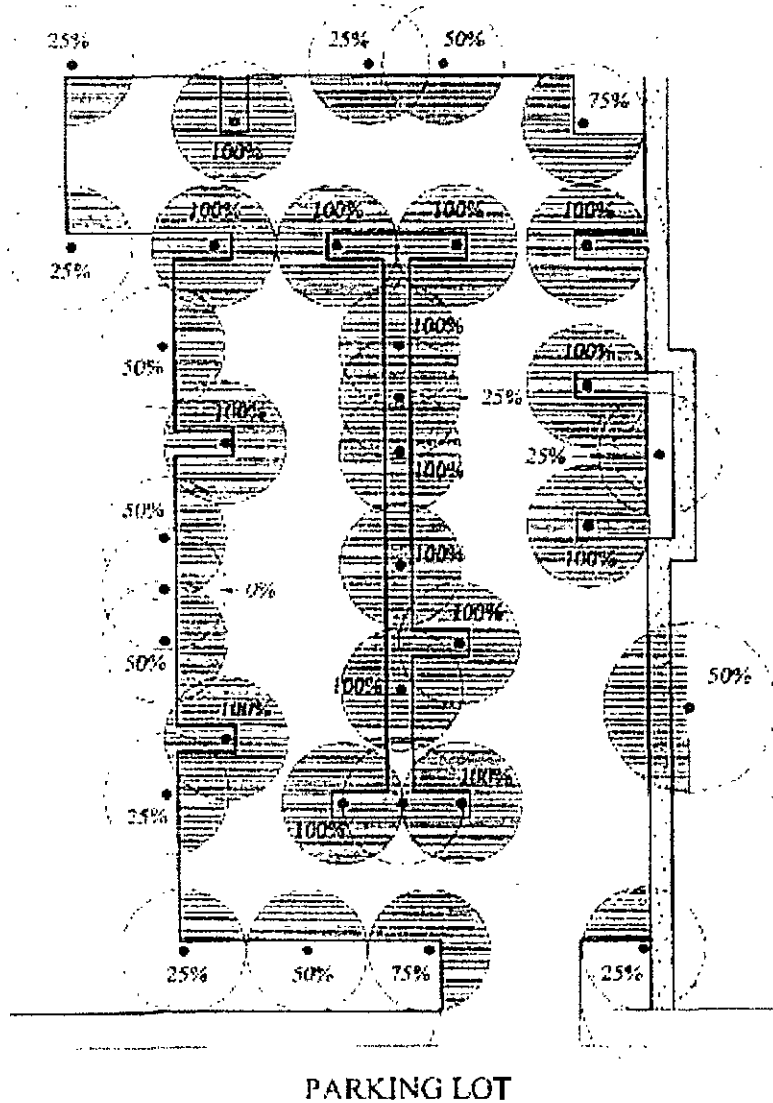
LOWER SHRUBS & GROUNDCOVERS		
<i>Botanical name</i>	<i>Common name</i>	<i>Native or Climate adapted</i>
<i>Anigozanthos</i>	Kangaroo paw	Climate adapted
<i>Arctostaphylos uva-ursi</i> 'Green Supreme'	Arctostaphylos	California native, BCDC list
<i>Arctostaphylos</i> "Pacific Mist"	Arctostaphylos	California native, BCDC list
<i>Artemisia californica</i>	California sagebrush	Bay native, BCDC list
<i>Baccharis pilularis</i> ssp. <i>Pilularis</i>	Dwarf coyote brush	Bay native, BCDC list
<i>Calamagrostis x acutiflora</i>	Feather reed grass	Climate adapted
<i>Carex testacea</i>	Orange sedge	Climate adapted
<i>Carex divulsa</i>	Berkeley sedge	Climate adapted
<i>Carex glauca</i>	Blue sedge	Climate adapted
<i>Ceanothus thyrsiflorus</i> var. <i>Repens</i>	Ceanothus	Bay native, BCDC list
<i>Cistus salviifolius</i>	Rockrose	Climate adapted
<i>Chorropetalum elephantinum</i>	Large cape rush	Climate adapted
<i>Deschampia caespitosa</i>	Tufted hair grass	Climate adapted
<i>Elymus glaucus</i>	Blue wild rye	Bay native, BCDC list
<i>Epilobium californicum</i>	California fuchsia	Bay native, BCDC list
<i>Erigeron glaucus</i>	Seaside daisy	California native, BCDC list
<i>Festuca californica</i>	California festuca	Bay native, BCDC list
<i>Iris douglasiana</i>	Douglas iris	Bay native
<i>Muhlenbergia rigens</i>	Deer grass	California native, BCDC list
<i>Phormium</i> varieties	New Zealand flax	Climate adapted
<i>Polystichum munitum</i>	Western sword fern	Climate adapted
<i>Salvia microphylla grahamii</i> 'Bezerkeley'	Bezerkeley salvia	Climate adapted
<i>Vaccinium ovatum</i>	Evergreen huckleberry	Climate adapted
No mow sod		
<i>Koeleria macrantha</i> <i>Nassella pulchra</i> <i>Nassella cernua</i> <i>Festuca rubra</i>	June grass Purple needlegrass Nodding needlegrass Molate fescue	California native

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Hydroseed mix		
1. Seed mix at 70 lbs./acre: Festuca rubra molate blue; Festuca idahoensis 'mt. Tam'; Festuca occidentalis 'mokolumne'. 2. 100% wood fiber at 2,000 lbs./acre 3. M binder lackifier at 120 lbs./acre 4. 16-6-8 commercial fertilizer at 500 lbs./acre	Molate blue fescue Native blue bunch fescue Western fescue	California native

PLANTS FOR STORMWATER BIOTREATMENT AREAS		
Botanic name	Common name	Native or Climate adapted
TREES		
Acer microphyllum	Big leaf maple	Bay native, BCDC list
Acer rubrum	Red alder	Bay native, BCDC list
Nyssa sylvatica 'Red Rage'	Tupelo tree	Climate adapted
Populus fremontii 'Nevada'	Fremont poplar (sterile hybrid)	Bay native, BCDC list
Washingtonia robusta	Mexican fan palm	Climate adapted
SHRUBS & GROUNDCOVERS		
Carex divulsa	Berkeley sedge	Climate adapted
Carex glauca	Blue sedge	Climate adapted
Iris douglasiana	Douglas iris	Bay native
Deschampia caespitosa	Tufted hair grass	Climate adapted
Phormium varieties	New Zealand flax	Climate adapted
Chonropetalum elephanlinium	Large cape rush	Climate adapted
Vaccinium ovatum	Evergreen huckleberry	Climate adapted
HYDROSEED MIXTURE OR SOD		
Festuca rubra Hordeum brachyantherum brachyantherum Hordeum californicum Nassella pulchra	Molate fescue Meadow barley California barley Purple needle grass	Climate adapted

ATTACHMENT B: TREE CANOPY COVERAGE CALCULATION DIAGRAM



Source: City of Sacramento