



CITY OF OAKLAND

Community and Economic Development Agency, Planning & Zoning Services Division
250 Frank H. Ogawa Plaza, Suite 3330, Oakland, California, 94612-2032

COMBINED NOTICE OF AVAILABILITY of the DRAFT ENVIRONMENTAL IMPACT REPORT (EIR) and NOTICE OF EIR PUBLIC HEARING for the OAKLAND ARMY BASE AREA REDEVELOPMENT PLAN

TITLE: Oakland Army Base (OARB) Area Redevelopment Plan

CASE NO.: ER01-035

STATE CLEARINGHOUSE NO.: 2001082058

LOCATION: The approximately 1,800-acre redevelopment area is located in West Oakland, bounded by I-80, Wood Street, and the Oakland Inner, Middle, and Outer harbors.

APPLICANT: City of Oakland

LEAD AGENCY: City of Oakland

DESCRIPTION: The proposed action is the implementation of a redevelopment plan for an approximately 1,800-acre area in West Oakland, including redevelopment, rehabilitation, and revitalization, on 710 acres within the redevelopment area. This redevelopment plan would alleviate physical and economic blight in West Oakland caused or exacerbated by the closure of the Oakland Army Base (OARB). Implementation of the redevelopment plan requires a General Plan amendment, rezoning, amendment of the Redevelopment Plan, adoption of a Final Reuse Plan for the OARB, Port boundary changes, and other actions. The proposed redevelopment plan would result in structure clearance, site preparation, re-installation of major and service infrastructure, remediation of hazardous substances in soils and groundwater, construction, operation, and maintenance of approximately 4,100,000 square feet of light industrial, office/research & development, retail, warehouse/distribution, and community/civic land uses; 375 live/work units; 30 acres of public parks; and approximately 470 acres of industrial transportation facilities (port, rail, and supporting facilities). The redevelopment area spans the jurisdiction of both the City and Port of Oakland. The redevelopment area contains hazardous waste sites listed under Government Code section 65962.5. The proposed plan is expected to be complete by 2020, and is purposefully flexible, to allow the City and Port to respond to fluctuating market conditions over the relatively lengthy build-out horizon.

DRAFT ENVIRONMENTAL IMPACT REPORT: A Draft EIR was prepared pursuant to the California Environmental Quality Act (CEQA). The Draft EIR identifies significant impacts of redevelopment to the environment for the following factors: Consistency with Plans and Policies; Land Use; Transportation; Air Quality; Noise; Cultural Resources; Hazardous Materials; Public Services and Utilities; Aesthetics; Biological Resources; Geology, Seismicity, and Soils; Groundwater; and Surface Water. The Draft EIR recommends mitigation measures and evaluates alternatives that, if implemented, could eliminate or substantially reduce the significant impacts of redevelopment on the environment.

Copies of the Draft EIR are available to interested parties at no charge. One copy may be obtained, or the EIR and related documents may be reviewed, Monday through Friday, 8:30 a.m. to 5:00 p.m. at **250 Frank H. Ogawa Plaza, Suite 3330, Oakland.**

PUBLIC HEARING and COMMENTS: The Oakland City Planning Commission will conduct a public hearing on the Draft EIR **on Wednesday, June 5, 2002, at a meeting starting at 6:30 p.m. in Hearing Room 1, City Hall, One Frank H. Ogawa Plaza, Oakland.** Members of the public are welcome to attend this hearing and provide comments focusing on the sufficiency of the Draft EIR in discussing possible impacts to the environment of redevelopment, and ways those impacts may be avoided or minimized through mitigation or alternatives.

Comments may be made at the City Planning Commission public hearing, or in writing. All comments received in a timely manner will be considered by the City prior to finalizing the EIR. Written comments on the sufficiency of the EIR should be sent to the following: **Scott Gregory c/o Ms. Aliza Gallo, 250 Frank Ogawa Plaza, Suite 3315, Oakland, California 94612, and must be received no later than 4:00 p.m., on June 12, 2002.** If you challenge the EIR in court, you may be limited to raising only those issues that were raised in timely commenting on the sufficiency of the EIR. The Planning Commission will consider certification of the EIR for the redevelopment plan at a publicly noticed meeting whose date has yet to be determined.

For further information please call **Scott Gregory at 510/535-6690.**

Leslie Gould, Director of Planning & Zoning

Apr 129, 2002

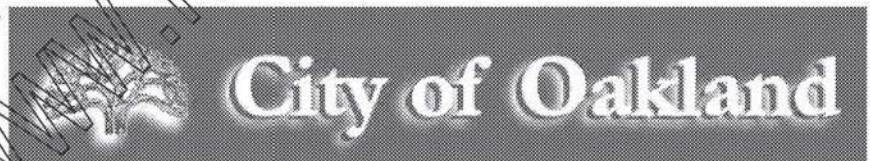
Volume No. 1: Main Text
Draft Environmental Impact Report

for the

**Oakland Army Base Area
Redevelopment Plan**

State Clearinghouse Number 2001082058

prepared by the



environmental consultant:



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Draft Environmental Impact Report
for the
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April 2002

prepared by



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- 1B Scoping Comments
 - Letter dated September 10, 2001 from the California Department of Transportation (Caltrans)
 - Letter dated September 12, 2001 from the California Department of Toxic Substances Control (DTSC)
 - Letter dated September 12, 2001 from the East Bay Regional Park District (EBRPD)
 - Summary of scoping comments from September 13, 2001 Public Meeting
 - Letter dated September 18, 2001 from West Oakland Commerce Association (WOCA)
 - Summary of Scoping Comments from September 19, 2001 Planning Commission Hearing
 - Letter dated September 20, 2001 from the San Francisco Bay Conservation and Development Commission (BCDC)
 - Letter dated April 8, 2002 from the East Bay Municipal Utility District (EBMUD)
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 - August 3, 2000 Letter from Army to USFWS requesting concurrence with Army determination of no likely adverse effect
 - January 11, 1996 Letter of concurrence from USFWS to Army regarding suitability of OARB for fish and wildlife management
 - September 30, 1999 Letter from Army to USFWS requesting concurrence with Army determination of no likely adverse effect
 - April 10, 2000 Letter of concurrence from NMFS to Army of conditional concurrence
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AAQS	ambient air quality standard (California: CAAQS; National: NAAQS)
ABAG	Association of Bay Area Governments
ACM	asbestos containing material
AC Transit	Alameda County Transit Authority
AHERA	Asbestos Hazard Emergency Response Act
AHM	acutely hazardous material
ALUC	Airport Land Use Commission of Alameda County
ALUPP	Airport Land Use Policy Plan
AMS	ancillary maritime support
API	Area of Primary Importance
Army	U.S. Army
ASI	Area of Secondary Importance
AST	aboveground storage tank
ASTM	American Society for Testing and Materials
BAAQMD	Bay Area Air Quality Management District
BART	Bay Area Rapid Transit District
Base	Oakland Army Base (also OARB)
BCDC	Bay Conservation and Development Commission
bgs	below ground surface
BLS	basic life support
BMP	best management practice
BRAC	Base Realignment and Closure
BTEX	benzene, toluene, ethylbenzene, and xylene
CAA	Clean Air Act
CAAQS	California ambient air quality standards
Caltrans	California Department of Transportation
CAP	Clean Air Plan
CARB	California Air Resources Board (also ARB)
CBD	Central Business District
CCAA	California Clean Air Act
CCMP	California Coastal Management Program
CCR	California Code of Regulations
CDBG	Community Development Block Grant
CDFG	California Department of Fish and Game

CDMG	California Division of Mines and Geology
CEQA	California Environmental Quality Act
CERCLA	Comprehensive Environmental Responsibility, Compensation, and Liability Act
CFR	Code of Federal Regulations
City	City of Oakland
CNDDDB	California Natural Diversity Database
CNEL	community noise equivalent level
CNPS	California Native Plant Society
CO	carbon monoxide
Corps	(U.S.) Army Corps of Engineers
CRHR	California Register of Historic Resources
CRL	Community Redevelopment Law
CUPA	Certified Unified Agency Programs
CWA	Clean Water Act
CY	cubic yards
CZMA	Coastal Zone Management Act
dB	decibels
dBA	A-weighted decibels
DDT	dichloro-diphenyl-trichloroethane
DERP	Defense Environmental Restoration Program
district	Oakland Army Base area redevelopment district (also project area)
DOD	(U.S.) Department of Defense
DPW	Department of Public Works
DTSC	(California) Department of Toxic Substances Control
DWR	(California) Department of Water Resources
EBMUD	East Bay Municipal Utility District (also District)
EBRPD	East Bay Regional Park District
EBS	Environmental Baseline Survey
EDD	(California) Employment Development Department
EEZ	Exclusive Economic Zone
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EMT	Emergency Medical Technician
EPA	(U.S.) Environmental Protection Agency

EPCRA	Emergency Planning and Community Right to Know Act
ESA	Endangered Species Act
ESG	Emergency Shelter Grant
FAR	Floor-to-area ratio
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FISCO	Fleet and Industrial Supply Center, Oakland
FOST	Finding of Suitability to Transfer
FOSET	Finding of Suitability to Early Transfer
GPG	General Plan Guidelines
HCD	(California Department of) Housing and Community Development
HEG	Hausrath Economic Group
HMTA	Hazardous Materials Transportation Act
HOPWA	Housing Opportunities for People with AIDS
HSC	Health and Safety Code
HUD	(U.S. Department of) Housing and Urban Development
HWCA	(California) Hazardous Waste Control Act
I-	Interstate
IEC	Interurban Electric (railway bridge)
JATC	Joint Apprentice and Training Committee
JIT	Joint Intermodal Terminal
kV	kilovolt
LBP	lead-based paint
L_{dn}	day/night average sound level
L_{eq}	equivalent sound level
LOS	level of service
LRA	Local Reuse Authority
LTMS	Long Term Management Strategy
LUTE	Land Use and Transportation Element (of the Oakland General Plan)
imho/cm	micromho per centimeter
MCL	maximum contaminant level
MEI	maximally exposed individual
mg/L	milligrams per liter
MHW	mean high water

MLLW	mean lower low water
MOA	Memorandum of Agreement
MOIA	Metropolitan Oakland International Airport
MOU	Memorandum of Understanding
mph	miles per hour
MSC	Maritime Support Center
msl	mean sea level
MTBE	methyl tertiary ethyl
MTC	Metropolitan Transportation Commission
MTS	Metropolitan Transportation System
NAAQS	National ambient air quality standards
NAS	Naval Air Station (Alameda)
NCP	National Contingency Plan
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NISA	National Invasive Species Act
NMFS	National Marine Fisheries Service
NO ₂	nitrogen dioxide
NOA	Notice of Availability
NOC	Notice of Completion
NOD	Notice of Determination
NOP	Notice of Preparation
NO _x	nitrogen oxides
NPDES	National Pollutant Discharge Elimination System
NPS	National Park Service
NRHP	National Register of Historic Places
NWP	nationwide permit
O ₃	ozone
OARB	Oakland Army Base (also Base)
OBRA	Oakland Base Reuse Authority
OHP	(California) Office of Historic Preservation
OMC	Oakland Municipal Code
OPR	(Governor's) Office of Planning and Research
ORA	Oakland Redevelopment Agency

OSCAR	Open Space, Conservation, and Recreation (Element of the Oakland General Plan)
OSHA	Occupational Safety and Health Administration
OSH Act	Occupational Safety and Health Act (also Cal/OSH Act)
OUSD	Oakland Unified School District
OWS	oil/water separator
PBC	Public Benefit Conveyance
PCBs	polychlorinated biphenyls
PG&E	Pacific Gas and Electric Company
P.L.	Public Law
PM	particulate matter
PM ₁₀	particulate matter with a diameter less than 10 microns
PM _{2.5}	particulate matter with a diameter less than 2.5 microns
Port	Port of Oakland
ppm	parts per million
PRC	Public Resources Code
RAO	remedial action objective
RAP/RMP	Remedial Action Plan/Risk Management Plan
R&D	Research and Development
RCRA	Resource Conservation and Recovery Act
Reserves	U.S. Army Reserves
RHND	Regional Housing Needs Determination
ROG	reactive organic gas
RWQCB	Regional Water Quality Control Board
SFEP	San Francisco Estuary Project
SHPO	State Historic Preservation Officer
SIP	State Implementation Plan
SLC	State Lands Commission
SLM	sound level meter
SO ₂	sulfur dioxide
SPRR	Southern Pacific Railroad
SR-	State Route
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	(California) State Water Resources Control Board
TAC	toxic air contaminant

TCE	trichloroethylene
TDS	total dissolved solids
TEU	twenty-foot equivalent unit
TPH	total petroleum hydrocarbons
TSCA	Toxic Substances Control Act
UBC	Uniform Building Code
ULR	Urban Land Redevelopment
UP	Union Pacific (railroad)
USC	United States Code
USDA	U.S. Department of Agriculture
USFWS	U.S. Fish and Wildlife Service
USGS	U.S. Geological Survey
UST	underground storage tank
VOC	volatile organic compound
WDR	waste discharge requirements
WEAP	Women's Economic Agenda Project
WOCA	West Oakland Commerce Association
WOCAG	West Oakland Community Advisory Group
WQOs	water quality objectives
WWTF	wastewater treatment facility (also wastewater treatment plant)
WWTP	wastewater treatment plant (also wastewater treatment facility)
YOY	young-of-the-year



1. SUMMARY

The proposed action is the adoption and implementation of the Redevelopment Plan for the Oakland Army Base Area Redevelopment Project (herein the "Redevelopment Plan"). The lead agency for environmental review is the City of Oakland.

This document is a Redevelopment Environmental Impact Report (EIR) that discloses the environmental effects of establishing and redeveloping a redevelopment project area. By such disclosure, this EIR is intended to inform the public as well as the decisions of City officials, the Redevelopment Agency of the City of Oakland (ORA), and other approving agencies regarding redevelopment activities.

This EIR discloses impacts to the environment of redevelopment that would or could be adverse and significant, describes measures that would mitigate these impacts, and describes a range of alternatives to redevelopment as proposed.¹

1.1 OVERVIEW

The Oakland Army Base (OARB) area redevelopment project area is an approximately 1,800-acre area located in West Oakland. Figure 1-1 depicts the general location of the project area. In July 2000, the City adopted the Redevelopment Plan, establishing the redevelopment project area and a program of redevelopment, rehabilitation, and revitalization of the project area. The project area encompasses the OARB, the Port of Oakland industrial maritime area, and an area near 16th and Wood streets in West Oakland. The center of the project area is the OARB, at one time an active military base, which the U.S. Congress approved for closure. Build-out is expected to occur by 2020.

1.2 PROCESS OVERVIEW

Closure and reuse of a military facility and the establishment and implementation of a related project area entail numerous inter-related processes.

1.2.1 Base Closure Process

In 1995, the Base Realignment and Closure (BRAC) Commission recommended closure and realignment/disposal of the OARB. In July 1995, the President of the United States approved the BRAC Commission's recommendation; Congress reviewed the recommendation, and it became law on September 28, 1995. The U.S. Army, the lead agency for base closure and transfer, conducted or participated in several required environmental processes. The Army:

¹ The Redevelopment Plan describes a series of related actions, or a program, which constitutes a "project" under CEQA. The terms "program" and "project" are used interchangeable in this EIR.

- 1 Insert
- 2 Figure 1-1 Redevelopment District Location
- 3

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- prepared an Environmental Impact Statement (EIS) pursuant to the National Environmental Policy Act (NEPA) disclosing the effects of base closure and disposal on the environment;
- consulted with and received approval of a Coastal Zone Consistency Determination from the San Francisco Bay Conservation and Development Commission (BCDC);
- consulted with the State Office of Historic Preservation (OHP) regarding cultural resources pursuant to the National Historic Preservation Act (NHPA); and
- consulted with the U.S. Fish and Wildlife Service (USFWS) and the National Marine Fisheries Service (NMFS) regarding biological resources pursuant to the Endangered Species Act (ESA).

1.2.2 Base Transfer Process

The Army first reserved three parcels for the U.S. Army Reserves. The Army then decided to convey property to the Oakland Base Reuse Authority (OBRA), as well as to assign parcels to the U.S. Department of the Interior for conveyance to the East Bay Regional Park District (EBRPD). The OBRA plans to transfer its lands to the Oakland Redevelopment Agency, which will in turn transfer a portion of the Base to the Port of Oakland and to the Joint Apprentice and Training Committee (JATC).

1.2.3 Reuse Process

Once the OARB was slated for closure and transfer, the OBRA was established to direct the OARB reuse planning process. As the Local Reuse Authority (LRA) under federal base closure law, the OBRA is the agency eligible for managing the Base and its assets in the transitional period between base closure and transfer, accepting Base property from the Army, and planning for its reuse.

As part of the reuse planning process, OBRA established the West Oakland Community Advisory Group (WOCAG) to examine reuse opportunities and recommend community reuse options for OBRA's consideration. The planning document produced by the OBRA in consultation with WOCAG was the *OARB Draft Final Reuse Plan* (OBRA 1998, as amended 2001). The Reuse Plan documents the community reuse planning process and describes the proposed reuse development, including land use classifications and development densities. The Reuse Plan was amended in 2001 to reflect amendments to the Bay and Seaport plans.

1.2.4 Redevelopment Process

On July 11, 2000, the City adopted and approved the *Redevelopment Plan for the Oakland Base Redevelopment Project* (City of Oakland 2000), and established a redevelopment project area with the OARB at its core. The Redevelopment Plan was adopted pursuant to the California Community Redevelopment Law (CRL) (Health and Safety Code, §§ 33000, et seq.). The Redevelopment Plan provides the ORA—the agency primarily responsible for the project

1 area's redevelopment²—powers, duties, and obligations to implement and further a program of
2 redevelopment, rehabilitation, and revitalization of the project area as broadly defined in the
3 Plan. The Redevelopment Plan incorporates the OARB Reuse Plan, as it may be amended from
4 time to time. At the same time, the City adopted a five-year implementation plan as required by
5 the CRL.

6 **1.2.5 Environmental Review**

7 The City of Oakland is the lead agency for environmental review pursuant to the California
8 Environmental Quality Act (CEQA). The City determined that redevelopment as proposed may
9 result in significant impacts to the environment, and that an EIR would be required. To inform
10 the public of its determination, and to initiate public participation in the environmental review
11 process, the City issued a Notice of Preparation (NOP, included in Appendix 1). The Governor's
12 Office of Planning and Research, which notifies relevant state agencies of available NOPs,
13 received the NOP August 15, 2001, initiating a 36-day NOP review period, which ended
14 September 19, 2001. The NOP was also mailed to Alameda County regional regulatory and
15 service agencies, environmental and business groups, and interested individuals. The NOP
16 described the City's intent to prepare an EIR, briefly presented background and descriptive
17 information, and listed the probable environmental effects of redevelopment. The NOP also
18 described how the public should provide written or verbal input and comments on the scope
19 (content) of the EIR, and provided notice of two public scoping meetings.

20 The purpose of the public scoping meetings, held September 13 and 19, 2001, was to provide a
21 forum whereby agencies and interested citizens could provide input to the City regarding the
22 appropriate scope of the EIR. Scoping input helps define the breadth of EIR analysis, and may
23 include and is not limited to environmental issues, reasonable alternatives, and mitigation
24 recommendations. Citizens provided input at the September 13 scoping meeting; citizens,
25 community board members, and decision-makers provided input at the September 19 scoping
26 meeting held at the Oakland Planning Commission. The staff report for that meeting is included
27 in Appendix 1. Relevant scoping comments are summarized in Section 1.5: Areas of Public
28 Interest Known to the Lead Agency, below.

29 The NOP also served as a notice of the City's intention to use an "alternative baseline" for
30 certain impact analyses, and of a September 19, 2001 public hearing in front of the Oakland
31 Planning Commission regarding the alternative baseline. The physical context in which the type
32 and intensity of impacts of a proposed project are determined is called the "baseline." Normally,
33 the baseline comprises those environmental conditions that exist at the time of issue of an NOP.
34 CEQA Section 21083.8.1 offers agencies preparing an EIR for reuse of a military base such as
35 the OARB the option to analyze impacts in the context of the physical conditions that were
36 present at the time the federal decision became final for closure of the base (in this case,

² The Port will be the agency primarily responsible for redevelopment of those portions of the redevelopment project area within the Port Area, as defined in the City Charter.

September 1995). Use of such an alternative baseline can better represent the actual impact of OARB reuse when compared to the impacts of the base in full operation. After hearing public input regarding this issue, the Planning Commission adopted the alternative baseline for certain environmental factors. A Notice of Determination relating to the use of the alternative baseline was filed with the State Office of Planning and Research (OPR) and the County Clerk (see Appendix 1).

The City is preparing this EIR to evaluate and disclose the environmental impacts of establishing and implementing the OARB redevelopment project area, including redevelopment of the OARB as envisioned in the Reuse Plan. The ORA and Port require flexibility for responding to future and evolving market and economic conditions. These fluctuating conditions necessarily require the Redevelopment Plan to be broad and flexible, and analysis in this EIR is consistent with a broad level of detail. To assess the type and intensity of OARB reuse impacts most accurately, this EIR uses an alternative baseline of 1995 when assessing impacts to the following environmental factors:

- Traffic
- Water consumption
- Energy consumption
- Noise
- Air quality
- Schools
- Population and Employment

1.3 NEED AND OBJECTIVES

1.3.1 Need

Redevelopment of the project area is necessary to alleviate physical and economic blight, resulting in part or exacerbated by closure of the OARB.

1.3.2 Objectives

Redevelopment objectives focus on elimination of blight and blighting influences, and strengthening the economic base, and include the following:

- Alleviate economic and social degradation due to closure of OARB
- Eliminate blighting influences, including remediation of contamination
- Create a vibrant and balanced land use pattern
- Strengthen the economic base
- Allow for sustainable job creation
- Expand, improve, and preserve low/moderate-income housing
- Provide for high-quality public/community services

- Provide for safe, efficient, and effective movement of people and goods
- Protect, preserve, and enhance environmental resources
- Minimize waste generation, maximize reuse/recycling
- Accommodate the Port's share of regional cargo throughput in 2020
- Respond to trends and requirements of maritime shipping
- Increase Port productivity and efficiency
- Provide sufficient capacity to absorb additional cargo throughput in the event that another West Coast gateway port is shut down due to an emergency
- Keep competitive with other West Coast ports

1.4 GENERAL DESCRIPTION OF PROPOSED REDEVELOPMENT

As depicted by Figure 1-2, the OARB redevelopment project area is subdivided into three sub-districts:

1. The **OARB sub-district**: This approximately 470-acre sub-district is further subdivided into two development areas:
 - the **Gateway development area**, generally located in the northwest portion of the sub-district, would be redeveloped by the ORA; and
 - the **Port development area**, located in the southeast portion of the sub-district would be redeveloped by the Port of Oakland.
2. The **Maritime sub-district**: This approximately 1,290-acre sub-district comprises the Port of Oakland's industrial maritime area, plus freeway right-of-way and some miscellaneous non-Port parcels. Redevelopment of a former military installation, Fleet and Industrial Supply Center, Oakland (FISCO), located within this sub-district has already occurred under earlier environmental review.
3. **The 16th/Wood sub-district**: This approximately 41-acre sub-district comprises a crescent-shaped area of current and former industrial lands located between Wood Street and I-880, and between 26th and 9th streets.

The OARB redevelopment project area is urbanized. There are some vacant parcels; most were industrialized at one time. The OARB sub-district is largely a transportation-oriented military base; the only quasi-natural environment is located at the western tip of the Bay Bridge touchdown peninsula, south of the bridge. The Maritime sub-district contains generally highly industrialized maritime shipping facilities, with approximately 35 acres of waterfront park along the shoreline of the Middle Harbor and one loft development along 2nd Street. The 16th/Wood

- 1 Insert
- 2 Figure 1-2 OARB Redevelopment Project Area, Sub-Districts, and Area Landmarks
- 3

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sub-district encompasses light and medium industrial uses such as recyclers and warehousing/distribution facilities; in addition, there are several large vacant parcels that were formerly industrial and the former Southern Pacific Railroad (SPRR)/Amtrak railroad station.

1.5 AREAS OF PUBLIC INTEREST KNOWN TO THE LEAD AGENCY

As lead agency under CEQA, the City elicited input from agencies and interested citizens regarding the appropriate scope of this EIR. In response, the City received both verbal and written input. Written input in the form of letters and comment cards appears in its entirety in Appendix 1 of this EIR. Below is a summary of verbal and written input. The source of the input is first identified, the input is summarized, and the reader is directed to the location in the EIR where relevant input is addressed.

Some input received during the EIR scoping period did not relate to the scope (content) of the EIR, but pertained to other issues, such as a preferred alternative Redevelopment Plan boundary different than that approved by the ORA, or a preferred alternative Redevelopment Plan different than that proposed by the City. The Redevelopment Plan was presented for public comment at several public meetings and at two public hearings (the hearings were conducted by the City and ORA in June and July 2001). Some input regarding preferred alternative redevelopment program elements is incorporated into alternatives evaluated in Chapter 7: Alternatives to the Proposed Redevelopment Program; other suggestions that do not meet the vision of the Redevelopment Plan are not.

1.5.1 Input of Interested Individuals (by Topic)

The following verbal input/comments were provided at the September 13, 2001 scoping meeting.

Description of Redevelopment

1. Housing should be for all levels of income.
2. A connection from Mandela to 3rd Street should be included in the traffic analysis.
3. The 16th/Wood sub-district should include recreational amenities, including swimming pool, tennis courts, and a putting green.
4. Public access to and along the waterfront should be maximized. Trails and connectors should be included between the proposed Gateway Park and the community along 7th Street and West Grand Avenue.
5. Big box retail should not be included.
6. Land uses allowing smaller-scale retail should be included in the 16th/Wood sub-districts.

Volume No. 3: Response to Comments
Environmental Impact Report

for the

**Oakland Army Base Area
Redevelopment Plan**

State Clearinghouse Number 2001082058

prepared by the



environmental consultant:



**g . borchard &
associates**

JULY 2002

ER 1891

OAK 0040304

This document is an Environmental Impact Report (EIR) prepared in accordance with the California Environmental Quality Act (CEQA), Public Resources Code, Division 13, §§ 21000-21177, and the Guidelines for CEQA, California Code of Regulations Title 14, Chapter 3, §§ 15000-15387.

Please direct questions or comments regarding this document to the attention of:

Mr. Scott Gregory, EIR Project Manager

c/o Ms. Aliza Gallo

250 Frank Ogawa Plaza, Suite 3315

Oakland, California 94612



CITY OF OAKLAND

Community and Economic Development Agency, Planning & Zoning Services Division
250 Frank H. Ogawa Plaza, Suite 3330 • Oakland, California 94612-2032

**COMBINED NOTICE OF AVAILABILITY of the FINAL ENVIRONMENTAL
IMPACT REPORT and NOTICE OF SPECIAL JOINT MEETING/PUBLIC
HEARING of the CITY PLANNING COMMISSION and OAKLAND BASE
REUSE AUTHORITY to CONSIDER CERTIFICATION OF THE FINAL EIR
for the OAKLAND ARMY BASE AREA REDEVELOPMENT PLAN and
ADOPTION OF THE FINAL REUSE PLAN**

TO: All Interested Parties

DATE: July 19, 2002

TITLE: Oakland Army Base (OARB) Area Redevelopment Plan and Reuse Plan

CASE NO: ER01-035

STATE CLEARINGHOUSE NO: 2001082058

LOCATION: The approximately 1,800-acre redevelopment area is located in West Oakland bounded by I-80, Wood Street, and the Oakland Inner, Middle, and Outer harbors.

BRIEF DESCRIPTION OF PROJECT: City Planning Commission consideration of the adequacy of the Final Oakland Army Base Area Redevelopment Plan EIR as a public information document to identify potential impacts, recommend mitigation measures and consider alternatives to the Oakland Army Base Area Redevelopment Project and OARB Reuse Plan.

The subsequent proposed action is the approval of the Final OARB Reuse Plan by the Oakland Base Reuse Authority (OBRA). The OARB is one of the three sub-districts of the OARB Area Redevelopment Plan. The Reuse Plan provides for property transfers, remediation of soil and groundwater contamination, installation of major infrastructure, and rehabilitation or demolition and re-construction of mixed uses, as well as industrial Port uses (maritime and rail) and ancillary maritime support uses at or near the former OARB site.

ENVIRONMENTAL REVIEW: A Final Environmental Impact Report (FEIR) was prepared for the OARB Area Redevelopment Plan pursuant to the California Environmental Quality Act (CEQA). One copy of this document is available to each interested party at no charge, or the EIR and related documents may be reviewed at the Community and Economic Development Agency, 250 Frank H. Ogawa Plaza, Planning Division, Suite 3330, Oakland, CA 94612, Monday through Friday, 8:30 a.m. to 5:00 p.m.

PUBLIC HEARING: The Oakland City Planning Commission and OBRA will conduct a joint public hearing to consider certification of the FEIR and to adopt the Final Reuse Plan, respectively, **on Wednesday, July 31, 2002, at a special meeting starting at 6:30 p.m. in the City Council Chambers, City Hall, One Frank H. Ogawa Plaza, Oakland, CA.**

If you challenge the environmental document or Reuse Plan in court you may be limited to raising only those issues raised at the Joint Public hearing described above, or in written correspondence received by the Community and Economic Development Agency on or prior to July 31, 2002.

For further information please call **Scott Gregory at 510-535-6690.**

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Volume No. 3: Response to Comments
Environmental Impact Report
for the
Oakland Army Base Redevelopment Area Plan

July 2002

prepared by



with the assistance of



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6026 Colby Street
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in conjunction with

Dowling Associates, Inc., a small local firm
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Appendices

Appendix A	Feasibility Analysis of Preserving OARB Historic District Structures
Appendix B	Basis for Location of Proposed New Intermodal Rail Facility at OARB

- “Inform government decision makers and the public about the potential, significant environmental effects of proposed activities.
- Identify ways that environmental damage can be avoided or significantly reduced.
- Prevent significant, unavoidable damage to the environment by requiring changes in projects through the use of alternatives or mitigation measures when the government agency finds the changes to be feasible.
- Disclose to the public the reasons why a government agency approved the project in the manner the agency chose if significant environmental effects are involved.”

CEQA (Section 15093) also requires the decision making agency (in this case OBRA) to “balance, as applicable, the economic, legal, social, technological or other benefits of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological or other benefits of a proposed project outweigh the unavoidable adverse effects, the adverse environmental effects may be considered ‘acceptable’.”

These are the factors that OBRA will need to consider and balance when they make their decision, as informed by this EIR, to adopt the Reuse Plan. Additionally, to assist decision-makers, a comparison of impacts from proposed redevelopment and each alternative (including the Gateway Adaptive Reuse/Eco-Park alternative, which is a partial reuse alternative) is found at draft EIR table 7.5-2.

3.1.8 Market Analysis

This response addresses comments W4-6 and W16-3.

These comments raise the question as to the appropriateness of the proposed uses for the Gateway development area, and state that there has been no market analysis or studies conducted to show that these uses would be economically viable. Although these comments are more specifically aimed at the merits of the project and not the contents of the EIR (see also Section 3.2.2 of this document), the question of economic viability is a CEQA concern. When OBRA selected the ‘Flexible Alternative’ as their preferred plan for reuse of the OARB, they did so specifically to retain the flexibility to respond to fluctuating market and economic conditions and to maintain the economic viability of the plan over time. As the Reuse Plan states:

Because of the long-term nature of this Plan and the need to retain in the [ORA] the flexibility to respond to market and economic conditions, developer interests, and opportunities from time to time presented for redevelopment, this Plan does not present a precise plan or establish specific projects for the redevelopment, rehabilitation, and revitalization of any area within the project area, nor does this Plan present specific proposals in an attempt to solve or alleviate the concerns and problems of the community relating to the project area. Instead, this Plan

1 *presents a process and a basic framework within which specific plans will be*
2 *presented, specific projects will be established, and specific solutions be*
3 *proposed and by which tools are provided to the [ORA] to fashion, develop, and*
4 *proceed with such specific plans, projects, and solutions.*

5 These comments also advocate against retail, office, and hotel development in the project area
6 because they would compete with downtown Oakland uses, and should not be the basis for
7 removal of historic buildings. As indicated in Chapter 3, Description, of the draft EIR (Table 3-1,
8 page 3-8), retail uses are anticipated to comprise only 25,000 square feet of the total 2.347
9 million square feet of redevelopment space within the Gateway development area, or
10 approximately 1 percent of the buildout of the Gateway development area. The focus of
11 development within the Gateway development area would include light industrial, research and
12 development (R&D), and flex-office space uses. In addition, some warehousing and distribution
13 facilities and ancillary maritime support facilities would be located in this area. The Gateway
14 development area also includes commitments for public benefit uses (i.e., a park, job training,
15 and possibly homeless assistance programs). Depending on market conditions, the City may
16 elect to include high-end retail, regional-serving retail, and/or a hotel; however, these uses are
17 not included in the project, but are considered under the High Intensity Alternative, as analyzed
18 in Chapter 7 of the draft EIR. As noted in Section 3.1.7 of this document, the decision-making
19 agency will balance as applicable, the economic, legal, social, technological, environmental, or
20 other benefits of a proposed project against its environmental risks, including the potential loss
21 of structures that contribute to the OARB Historic District in making its decision.

22 **3.1.9 Caltrans Properties**

23 *This response addresses comments V2-7, W8-1, W8-2, W8-3 and W8-4.*

24 These comments specifically describe Caltrans' ownership of certain properties within the
25 Redevelopment project area, and limitations for their use under redevelopment. These
26 comments are noted. Specifically, no demolition or clearing of structures is contemplated under
27 the Redevelopment Plan on lands or easements owned by the California Department of
28 Transportation unless these activities are consistent with the Department's
29 operational/development plans. Similarly, no reuse of Department properties is contemplated
30 unless these properties are made available to the City. Coordination with the Department is
31 acknowledged as necessary for all local transportation improvements that interface with the
32 Department's facilities. Finally, it is no longer assumed that the east span of the Bay Bridge
33 project will provide any dredged material for the New Berth 21 project.

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/Application/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 I-80 Toll Plaza, and along I-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 I-880 and I-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 I-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 I-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

⁵On 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 (NO _x)	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

^a Average 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.

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

^c Total 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	NO _x	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 $\mu\text{g}/\text{m}^3$
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

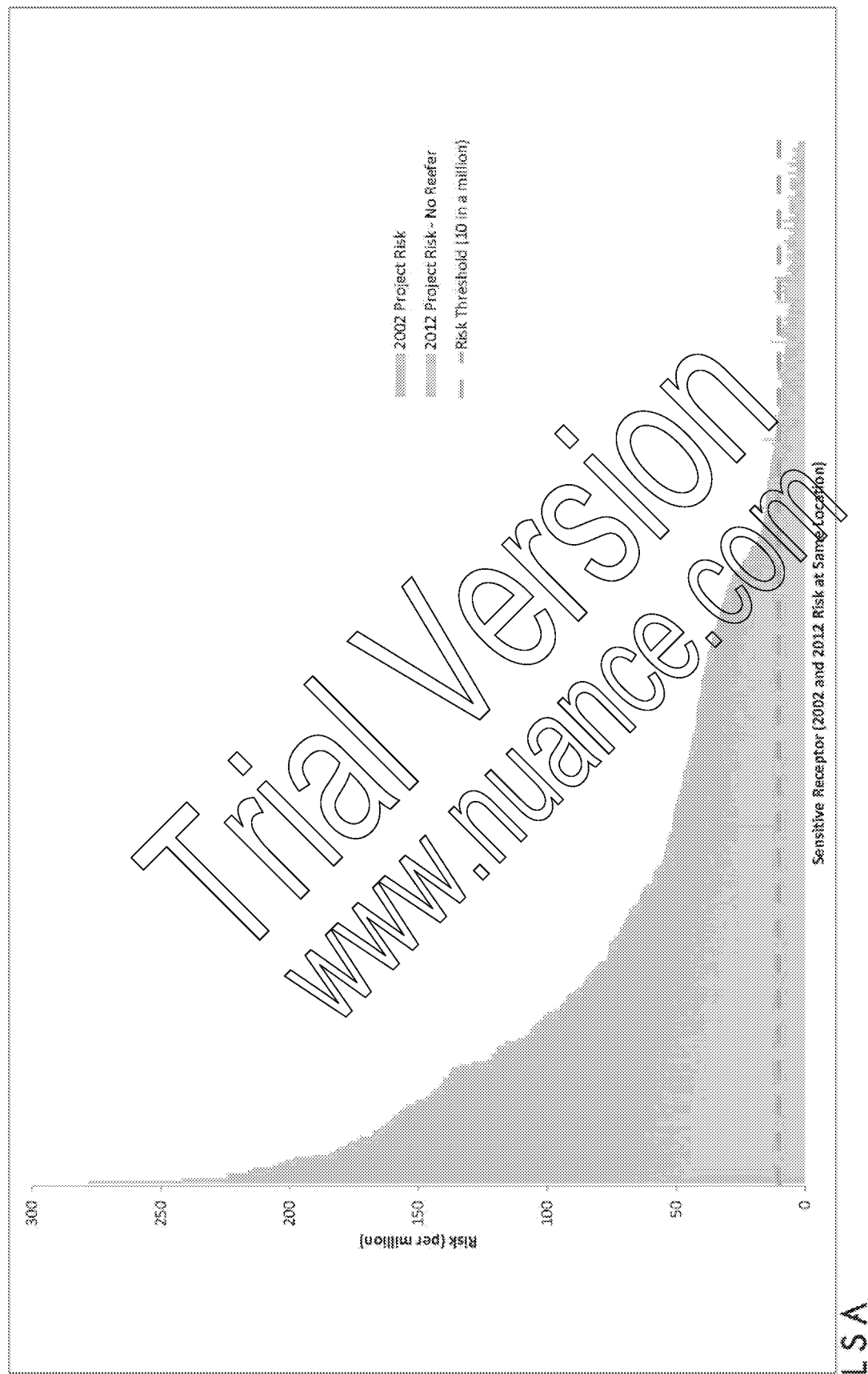


Figure 1

2012 Oakland Army Base Project
Comparison of Excess Lifetime Cancer Risk

SOURCE: ENVIRON, 2012.
E:\COTO1001 Oakland Gateway\figures\Fig_3.3-1.3a (5/24/12)

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.

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.

2012 OAKLAND ARMY BASE PROJECT
INITIAL STUDY / ADDENDUM

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2012 OAKLAND ARMY BASE PROJECT INITIAL STUDY / ADDENDUM

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LIST OF ACRONYMS

AAQS	ambient air quality standard (California: CAAQS; National: NAAQS)
ABAG	Association of Bay Area Governments
ACM	asbestos containing material
AC Transit	Alameda County Transit Authority
AHERA	Asbestos Hazard Emergency Response Act
AHM	acutely hazardous material
ALUC	Airport Land Use Commission of Alameda County
ALUPP	Airport Land Use Policy Plan
AMS	ancillary maritime support
API	Area of Primary Importance
ARB	California Air Resources Board
Army	U.S. Army
ASI	Area of Secondary Importance
AST	aboveground storage tank
ASTM	American Society for Testing and Materials
BAAQMD	Bay Area Air Quality Management District
BART	Bay Area Rapid Transit District
Base	Oakland Army Base (also OARB)
BCDC	Bay Conservation and Development Commission
bgs	below ground surface
BLS	basic life support
BMP	best management practice
BRAC	Base Realignment and Closure
BTEX	benzene, toluene, ethylbenzene, and xylene
CAA	Clean Air Act
CAAQS	California ambient air quality standards
Cal/EPA	California Environmental Protection Agency
Caltrans	California Department of Transportation
CAP	Clean Air Plan
CBD	Central Business District
CCAA	California Clean Air Act

CCMP	California Coastal Management Program
CCR	California Code of Regulations
CDFG	California Department of Fish and Game
CDMG	California Division of Mines and Geology
CEQA	California Environmental Quality Act
CERCLA	Comprehensive Environmental Responsibility, Compensation, and Liability Act
CFR	Code of Federal Regulations
City	City of Oakland
CNDDDB	California Natural Diversity Database
CNEL	community noise equivalent level
CNPS	California Native Plant Society
CO	carbon monoxide
Corps	(U.S.) Army Corps of Engineers
CRHR	California Register of Historic Resources
CRL	Community Redevelopment Law
CRUP	Covenant to Restrict Use of Property
CUPA	Certified Unified Agency Programs
CWA	Clean Water Act
CY	cubic yards
CZMA	Coastal Zone Management Act
dB	decibels
dBA	A-weighted decibels
DDT	dichloro-diphenyl-trichloroethane
DERP	Defense Environmental Restoration Program
district	Oakland Army Base area redevelopment district (also project area)
DOD	(U.S.) Department of Defense
DPW	Department of Public Works
DTSC	(California) Department of Toxic Substances Control
DWR	(California) Department of Water Resources
EBMUD	East Bay Municipal Utility District
EBRPD	East Bay Regional Park District
EBS	Environmental Baseline Survey
EDD	(California) Employment Development Department
EEZ	Exclusive Economic Zone

EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EMT	Emergency Medical Technician
EPA	(U.S.) Environmental Protection Agency
EPCRA	Emergency Planning and Community Right to Know Act
ESA	Endangered Species Act
ESG	Emergency Shelter Grant
FAR	Floor-to-area ratio
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FISCO	Fleet Industrial Supply Center, Oakland
FOST	Finding of Suitability to Transfer
FOSET	Finding of Suitability to Early Transfer
GPG	General Plan Guidelines
HCD	(California Department of) Housing and Community Development
HMTA	Hazardous Materials Transportation Act
HOPWA	Housing Opportunities for People with AIDS
HSC	Health and Safety Code
HUD	(U.S. Department of) Housing and Urban Development
HWCA	(California) Hazardous Waste Control Act
I-	Interstate
IBC	International Building Code
IEC	Interurban Electric (railway bridge)
JATC	Joint Apprentice and Training Committee
JIT	Joint Intermodal Terminal
kV	kilovolt
LBP	lead-based paint
L_{dn}	day/night average sound level
L_{eq}	equivalent sound level
LOS	level of service
LRA	Local Reuse Authority
LTMS	Long Term Management Strategy
LUTE	Land Use and Transportation Element (of the Oakland General Plan)
imho/cm	micromho per centimeter

MCL	maximum contaminant level
MEI	maximally exposed individual
mg/L	milligrams per liter
MHW	mean high water
MLLW	mean lower low water
MOA	Memorandum of Agreement
MOIA	Metropolitan Oakland International Airport
MOU	Memorandum of Understanding
mph	miles per hour
MSC	Maritime Support Center
msl	mean sea level
MTBE	methyl tertiary ethyl
MTC	Metropolitan Transportation Commission
MTS	Metropolitan Transportation System
NAAQS	National ambient air quality standards
NAS	Naval Air Station (Alameda)
NCP	National Contingency Plan
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NISA	National Invasive Species Act
NMFS	National Marine Fisheries Service
NO ₂	nitrogen dioxide
NOA	Notice of Availability
NOC	Notice of Completion
NOD	Notice of Determination
NOP	Notice of Preparation
NO _x	nitrogen oxides
NPDES	National Pollutant Discharge Elimination System
NPS	National Park Service
NRHP	National Register of Historic Places
NWP	nationwide permit
O ₃	ozone
OARB	Oakland Army Base (also Base)
OBRA	Oakland Base Reuse Authority

OHP	(California) Office of Historic Preservation
OMC	Oakland Municipal Code
OPR	(Governor's) Office of Planning and Research
ORA	Oakland Redevelopment Agency
OSCAR	Open Space, Conservation, and Recreation (Element of the Oakland General Plan)
OSHA	Occupational Safety and Health Administration
OSH Act	Occupational Safety and Health Act (also Cal/OSH Act)
OUSD	Oakland Unified School District
OWS	oil/water separator
PBC	Public Benefit Conveyance
PCBs	polychlorinated biphenyls
PG&E	Pacific Gas and Electric Company
P.L.	Public Law
PM	particulate matter
PM ₁₀	particulate matter with a diameter less than 10 microns
PM _{2.5}	particulate matter with a diameter less than 2.5 microns
Port	Port of Oakland
ppm	parts per million
PRC	Public Resources Code
RAO	remedial action objective
RAP/RMP	Remedial Action Plan/Risk Management Plan
R&D	Research and Development
RCRA	Resource Conservation and Recovery Act
Reserves	U.S. Army Reserves
RHND	Regional Housing Needs Determination
ROG	reactive organic gas
RWQCB	Regional Water Quality Control Board
SFEP	San Francisco Estuary Project
SHPO	State Historic Preservation Officer
SIP	State Implementation Plan
SLC	State Lands Commission
SLM	sound level meter
SO ₂	sulfur dioxide
SPRR	Southern Pacific Railroad

SR-	State Route
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	(California) State Water Resources Control Board
TAC	toxic air contaminant
TCE	trichloroethylene
TDS	total dissolved solids
TEU	twenty-foot equivalent unit
TPH	total petroleum hydrocarbons
TSCA	Toxic Substances Control Act
UBC	Uniform Building Code <i>[the UBC has since been replaced by the International Building Code (IBC)]</i>
ULR	Urban Land Redevelopment
UP	Union Pacific (railroad)
USC	United States Code
USDA	U.S. Department of Agriculture
USFWS	U.S. Fish and Wildlife Service
USGS	U.S. Geological Survey
UST	underground storage tank
VOC	volatile organic compound
WDR	waste discharge requirements
WOCA	West Oakland Commerce Association
WOCAG	West Oakland Community Advisory Group
WQOs	water quality objectives
WWTF	wastewater treatment facility (also wastewater treatment plant)
WWTP	wastewater treatment plant (also wastewater treatment facility)

2.3 PROPOSED PROJECT

The City and the Port of Oakland are considering redevelopment of an approximately 360.5-acre site, primarily within the bounds of what is known as the OARB Sub-District of the Oakland Army Base Redevelopment Area, specifically the Gateway Development Area and the Port Development Area. The activities contemplated, deemed the "2012 Oakland Army Base Project" would provide new, state-of-the-art facilities to support the international, national, regional and local movement of goods by way of the seaport, railroad and roadway networks. The currently proposed activities are a joint effort among the Port of Oakland and public-private partnerships between the City of Oakland, Prologis/CCIG, CASS and California Waste Solutions. The 2012 Project includes a Trade and Logistics Center that combines a Port of Oakland development program and a City of Oakland development program for the construction of new buildings (such as warehouse and distribution facilities) primarily to support cargo logistics uses (Figures 2-5a, -5b, -5c and -5d). The 2012 Project also includes nine billboards (Figure 2-6). In addition, the project includes an infrastructure program for roadway and railroad improvements to support the Trade and Logistics Center cargo distribution facilities (Figures 2-7 and 2-8), as well as water, sewer, storm drainage, telecommunications, security, gas, electrical and other utility improvements. The project will further implement the Redevelopment Plan. The 2012 Project elements are summarized in Table 2-3 and are described below.

2.3.1 Development Program

Port of Oakland Building Program, Maritime Logistics. The Port of Oakland would redevelop the southern approximately 175 acres of the project site with up to 882,880 square feet of maritime related logistics uses and activities, including container cargo storage and movement, container freight stations, deconsolidation facilities, truck terminals, and regional distribution centers to serve cargo passing through the seaport and through the proposed rail terminal. The nature of the activities would be related to waterborne commerce moving through Oakland. The warehouses and truck terminals would be large scale simple geometric structures. Flat or slight shed sloped rooflines would be typical, with a 30- to 60-foot height limit, depending on the building function.

Port of Oakland Building Program, Truck Parking. The Port committed in its 2001 application to BCDC for Seaport Plan and Bay Plan amendments that it would provide 15 acres of land in the Port area for truck parking. This parking remains part of the 2012 Project.

City of Oakland Building Program. The City of Oakland would redevelop the northern approximately 158.1 acres of the project site with logistics facilities, and either a marine terminal or research and development and open space uses as described below.

City Logistics (Central and East Gateways). Approximately 96.7 acres of the project site south of West Grand Avenue are anticipated to be redeveloped with approximately 979,620 square feet of logistics facilities, rapid deployment centers, and regional distribution centers. The nature of the activities would be derived from overall demand and market needs. The warehouses and truck terminals would be large scale simple geometric structures. Flat or slight shed sloped rooflines would be typical, with a 30 to 60-foot height limit, depending on the building function.

In this area, between proposed West Burma Road and West Grand Avenue, approximately 10 acres would be provided for truck services, including 36,850 square feet of buildings for truck parking and

services, including a bio-diesel fueling station, weighing stations, training and certification facilities, maintenance facilities, and retail.

City North Gateway. Approximately 27.3 acres north of West Grand Avenue would be reserved for up to 379,610 square feet of use for indoor recycling facilities. This area is not under negotiations with Prologis/CCIG. In addition, approximately 7 acres would be provided for a truck parking area; this area may include a fueling station, which may be biodiesel. It is anticipated that the operation of this area would be integrated with the 10 acres of ancillary maritime services in the Central Gateway. The recycling buildings would be large scale simple geometric structures. Flat or slight shed sloped rooflines would be typical, with a 30- to 60-foot height limit. The recycling operations would be industrial operations for the collection and processing of a variety of recyclable materials, including metals. One of the facilities would include a remelting furnace for the melting of alloys.

City West Gateway Working Waterfront - Variant A. The working waterfront variant would maintain the existing uses on the 34.1-acre area at the northwest edge of the site. Cargo would move directly between ships and rail. Export cargo would consist of non-containerized bulk goods, and inbound cargo would consist primarily of oversized or overweight cargo unable to be handled on trucks, and thus transferred directly from ships to rail. This facility, called the Oakland Bulk and Oversized Terminal, would operate on a 24-hour per day basis and is anticipated to handle up to six 50-car trainloads per day in each direction (for a total of 12 movements per day), plus occasional one- and two-car manifest moves. Specifically, the facility is anticipated to handle up to three "unit trains" per day with each "unit train" being 6,400 feet long with 100 cars and is broken into two fifty-car trainload sections of about 3,200 feet each, which are moved in/out of the West Gateway Marine Terminal.

It is estimated that these volumes would serve one "panamax" vessel call per week. Modern panamax designs are typically 950 feet in overall length and 65,000 to 80,000 deadweight tonnage in size. The facility would be open twenty-four hours per day and employ up to an estimated 60 International Longshore and Warehouse Union (ILWU) dock workers. This area would continue to include storage yards for both cargo containers and bulk goods, and surface parking. This variant would also include the existing approximately 146,400 square-foot warehouse on Wharf 7. The warehouse is a large, 50-foot tall rectangular structure with a slight shed sloped roof.

As part of the proposed project, the existing Wharves 7 and 6½ (also known as Berths 7 and 8, respectively) were evaluated to determine the extent of necessary repairs (and their associated cost) for their continued use as a working waterfront.^{19,20} The wharves have deteriorated over the past 60 years; however, the studies have shown that with routine repair the structures can continue to support the bulk shipping and rail uses.

¹⁹ Although the development team refers to the wharves by their historic nomenclature ("wharf") and numbering, the Port of Oakland refers to the City's Wharves 7 and 6 ½ as Berths 7 and 8, respectively.

²⁰ Jacobs, 2010. Preliminary Conditions Assessment and Evaluation of Army Wharves 6½ and 7. Prologis/CCIG has selected Option 1/Limited Action is the proposed use and as such only repairs for safety and maintenance would be required.

Attachment 3

Ground Lease Forms –

West Gateway; Central and East Gateways

[See attached]

ARMY BASE GATEWAY REDEVELOPMENT PROJECT

**GROUND LEASE
FOR
WEST GATEWAY,**

between

THE CITY OF OAKLAND

("City" or "Landlord")

and

**[CCIG OAKLAND GLOBAL, LLC OR OTHER ENTITY APPROVED BY CITY
PURSUANT TO LDDA]**

("Developer" or "Tenant")

Dated as of _____, 20____

11/3 10/16/12
10/16/12

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**GROUND LEASE
FOR
WEST GATEWAY**

THIS GROUND LEASE (this "Lease") is entered into on _____, 2012 by and between the CITY OF OAKLAND, a municipal corporation [and _____ **IF APPLICABLE, ADD ANY OTHER NECESSARY CAPACITY OF CITY**] (the "City" or "Landlord"), and CCIG OAKLAND GLOBAL, LLC, a California limited liability company [**OR SUCH OTHER ENTITY APPROVED BY CITY PURSUANT TO LDDA**] (the "Developer" or "Tenant"). Landlord (or City) and Tenant (or Developer) are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

THIS LEASE IS MADE WITH REFERENCE TO THE FOLLOWING FACTS AND CIRCUMSTANCES:

- A. These Recitals refer to and use certain capitalized terms that are defined in Article 40 of this Lease.
- B. City is the owner of that certain real property located in a portion of the former Oakland Army Base, comprised of approximately 34.55 acres of land, improvements, and appurtenances, and commonly referred to by the Parties as the West Gateway. Pursuant to that certain Oakland Army Base Title Settlement and Exchange Agreement, dated as of or about June 30, 2006, all of the West Gateway was freed from the public trust for commerce, navigation and fisheries ("public trust"), the terms and conditions of Chapter 657 of the Statutes of 1911, as amended ("1911 Grant"), and other statutory restrictions, with the exception of one approximately 16.7-acre parcel ("Parcel E"), which was impressed with the public trust and the terms and conditions of the 1911 Grant by patent from the State of California.
- C. City and Developer (or an Affiliate of Developer) have executed that certain Lease Disposition and Development for the Army Base Gateway Redevelopment Project, dated _____, 2012 (the "LDDA"), which provides, among other things, for the execution and delivery by the Parties, upon satisfaction of conditions precedent set forth therein, of a ground lease by City to Developer (or an Affiliate of Developer) of the West Gateway (the "Phase"), and the development thereon of certain improvements consistent with the Scope of Development attached hereto as Exhibit 3.1 and the provisions of this Lease (the "Project").
- D. All conditions precedent to the execution and delivery of this Lease, as set forth in the LDDA, have been satisfied or waived by the Parties in accordance with the LDDA, except as otherwise expressly provided in the LDDA.
- E. This Lease is being made in conformance with and pursuant to the authority given to City in the City Charter. The conveyance by ground lease of the Phase to the Developer was authorized by Council Ordinance No. 13131 C.M.S., dated July 3,

2012, and by Oakland Redevelopment Successor Agency ("ORSA") Resolution No. 2012-006 C.M.S., dated October 2, 2012. This Lease, as it pertains to Parcel E, is also consistent with the public trust and the terms and conditions of the 1911 Grant. In addition, the rents due to the City under Article 2 of this Lease are allocable between Parcel E and the remainder of the Premises for purposes of the City's compliance with its obligations under Section 6306 of the Public Resources Code.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and mutual obligations contained in this Lease, and in reliance on Tenant's representations and warranties set forth herein, Landlord and Tenant hereby agree as follows:

ARTICLE 1. PREMISES; TERM

1.1 Premises.

1.1.1 Lease of Premises; Description. For the Rent and subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the real property in the City of Oakland, California, located (i) in the West Gateway, comprised of approximately 26.1 acres, as more particularly described and depicted in Exhibit 1.1.1-A attached hereto (the "West Gateway Property"), and (ii) in the North Gateway and certain other real property in the vicinity of the West Gateway Property, comprised of approximately 8.45 acres (which real property includes both fee interests owned by Landlord and easement interests in favor of Landlord), as more particularly described and depicted in Exhibit 1.1.1-B attached hereto (the "Railroad R/O/W Property," and, together with the "West Gateway Property, the "Property"). The Property includes the land and all Existing Improvements, together with all rights, privileges and easements appurtenant to the Property and owned by Landlord. The Property also is generally depicted as the West Gateway and Railroad R/O/W on the Site Plan attached hereto as Exhibit 1.1.1-C. The Property, all Existing Improvements, and any and all other Improvements hereafter located on the Property at any time during the Term are collectively referred to in this Lease as the "Premises." Notwithstanding any provision herein to the contrary, the Property and the Premises do not include: (i) the AMS Site; and (ii) any dedicated public rights of way (or rights of way offered for public dedication) within the Phase.

1.1.2 Permitted Title Exceptions. The leasehold interest granted by Landlord to Tenant pursuant to Section 1.1.1 is subject to (i) the matters reflected in Exhibit 1.1.2 (the "Approved Exceptions"); (ii) any deed restrictions required by the LDDA or applicable Law to be recorded against the Property; (iii) any Regulatory Approvals required by applicable Law to be recorded against the Property as a result of the development and activities permitted by the LDDA and this Lease; (iv) those new items that Landlord may grant to third parties pursuant to Section 1.6; and (v) other matters as Tenant shall cause or suffer to arise subject to the terms and conditions of this Lease (the Approved Exceptions and other items described in preceding clauses (ii)-(v) are collectively referred to in this Lease as the "Permitted Title Exceptions"). Upon Tenant's written request to Landlord prior to the commencement of construction of the Initial Improvements for a portion of the Premises, and at Tenant's sole expense, Landlord shall reasonably cooperate with Tenant in Tenant's efforts to secure the relocation of any easements, of record as of the Commencement Date and in favor of public utilities or other third parties, that

Tenant has established to Landlord's reasonable satisfaction will unreasonably interfere with Tenant's Permitted Uses of the Premises; provided that such cooperation shall under no circumstances include the institution, prosecution or joinder in any claims or litigation against the holder of any such easement.

1.1.3 "AS IS WITH ALL FAULTS". TENANT AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ARTICLE 15, THE PREMISES ARE BEING LEASED BY LANDLORD, AND ARE HEREBY ACCEPTED BY TENANT, IN THEIR EXISTING STATE AND CONDITION, "AS IS, WITH ALL FAULTS." TENANT ACKNOWLEDGES AND AGREES THAT NEITHER LANDLORD, CITY, NOR ANY OF THE OTHER INDEMNIFIED PARTIES, NOR ANY AGENT OF ANY OF THEM, HAS MADE, AND THERE IS HEREBY DISCLAIMED, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, WITH RESPECT TO THE CONDITION OF THE PREMISES, THE SUITABILITY OR FITNESS OF THE PREMISES OR ANY APPURTENANCES THERETO FOR THE DEVELOPMENT, USE OR OPERATION OF THE PROJECT, THE COMPLIANCE OF THE PREMISES OR THE PROJECT WITH ANY LAWS, ANY MATTER AFFECTING THE USE, VALUE, OCCUPANCY OR ENJOYMENT OF THE PREMISES, OR, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS LEASE, WITH RESPECT TO ANY OTHER MATTER PERTAINING TO THE PREMISES OR THE PROJECT.

As part of its agreement to accept the Premises in its "As Is With All Faults" condition, Tenant, on behalf of itself and its successors and assigns, shall be deemed to waive any right to recover from, and forever release, acquit and discharge, the Landlord and its Agents of and from any and all Losses, whether direct or indirect, known or unknown, foreseen or unforeseen, that the Tenant may now have or that may arise at any time on account of or in any way be connected with (i) the physical, geotechnical or environmental condition of the Premises, including, without limitation, any Hazardous Materials in, on, under, or above, or about the Premises, except as otherwise expressly set forth in Article 10 or Article 15, and (ii) any Laws applicable to such conditions, including without limitation, Hazardous Material Laws, except as otherwise expressly set forth in Article 15.

In connection with the foregoing release, the Tenant acknowledges that it is familiar with Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Tenant agrees that the release contemplated by this Section includes unknown claims. Accordingly, Tenant hereby waives the benefits of Civil Code Section 1542, or under any other statute or common law principle of similar effect, in connection with the releases contained in this Section. Notwithstanding anything to the contrary in this Lease, the foregoing release shall survive any termination of this Lease.

DEVELOPER:

CCIG OAKLAND GLOBAL, LLC,
a California limited liability company

By: _____

By: _____

By: _____

[NAME]

[TITLE]

CITY:

CITY OF OAKLAND,
a municipal corporation

[and _____ IF
APPLICABLE, ADD ANY OTHER
NECESSARY CAPACITY OF CITY]

By: _____

City Administrator

1.1.4 No Subdivision of Property. Except as otherwise expressly provided in Sections 12.1.4.9 and 12.7, Developer shall have no right to subdivide the Property or the Premises without Landlord's prior written consent in its sole and absolute discretion.

1.2 Term of Lease. Subject to the Parties' execution of this Lease, the effectiveness of this Lease shall commence on the date written on the first page of this Lease (the "Commencement Date") and Landlord shall deliver to Tenant possession of the Premises on the Commencement Date. The Lease shall expire on the date that is sixty-six (66) years thereafter, unless earlier terminated by subsequent mutual written agreement of the Parties or otherwise in accordance with this Lease. The period from the Commencement Date until the expiration, or any such earlier termination, of this Lease is referred to herein as the "Term."

1.3 Definitions. All initially capitalized terms used herein are defined in Article 40 or have the meanings given them when first defined.

1.4 Relationship of Lease to LDDA. This Lease establishes the rights and obligations of Tenant and Landlord hereunder during the Term, but does not serve to relieve or release the Parties from any of their respective rights, obligations and liabilities under the LDDA with respect to the Central Gateway or East Gateway and arising at any time under the LDDA prior to the close of escrow thereunder for the Central Gateway Lease or East Gateway Lease, respectively. In the event of any conflict or inconsistency between this Lease and the LDDA with respect to the Premises or the lease, development, use or occupancy thereof, the provisions of this Lease shall control over any such inconsistent or conflicting provisions of the LDDA.

1.5 Grant of Port Rail Terminal Access and Other Ancillary Rights. Landlord hereby grants to Tenant, for the Term of this Lease, the following rights:

1.5.1 Port Rail Terminal Access. Subject to and in accordance with the terms and conditions of the Rail Service Agreement and this Lease, Landlord hereby grants to Tenant a non-exclusive right to exercise Landlord's rights to access and use the Port Rail Terminal under the Rail Service Agreement during the Term, on condition that Tenant shall perform Landlord's obligations thereunder with respect to such access and use. Tenant's right under the preceding sentence shall terminate upon expiration or earlier termination of this Lease. Tenant acknowledges that Landlord shall grant a similar non-exclusive right to each of the tenants under, and pursuant to, the Central Gateway Lease and the East Gateway Lease. As of the

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: July 16, 2013

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DEVELOPMENT AGREEMENT
("Gateway Development/Oakland Global")

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of this 16th day of July, 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:

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, 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, will benefit City and Developer and will provide the Parties certainty with respect to implementation of the policies set forth 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.

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 Exhibits D-1 and D-2.

I. 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 and July 2, 2013, the City Council held duly noticed public hearings 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. 13183 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 July 16, 2013, the City Council adopted Enacting Ordinance No. 13183 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, 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. 13183 C.M.S., enacted by the City Council on July 16, 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 October 15, 2012 prepared for the EIR and adopted by the City Council on June 19, 2012, further revised by the City Council on July 16, 2013, as may be further amended or corrected.

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 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 a ground leasehold or Franchise 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 ground leasehold or Franchise 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 ground lease or Franchise interest 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,

except that Oakland Municipal Code section 14.04.270 (Chapter 15, Signs Adjacent to Freeways, sections 1501-1506) shall not apply to the Project. 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 local initiative, local 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 3.5 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 permit 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 Intentionally Omitted.

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 Revisions to SCA/MMRP. 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.

3.8.6 Corrections to SCA/MMRP. The Parties agree that technical corrections made by the City to the SCA/MMRP, including previously adopted but omitted Standard Conditions and/or Mitigation Measures, will be incorporated herein and allocated in the same manner as the foregoing.

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. In addition, the parties hereby agree to amend the Construction Jobs Policy for the Public Improvements to require weekly compliance reporting through the website proposed by the California Capital & Investments Group, Inc.

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, City Administrator, and City Attorney 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 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 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 (which shall also be sent to the City Council President, City Administrator and City Attorney) 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. Modifications related to the Term, City Development Fees, Community Benefits, the allocations of SCA/MMRP as set forth in this Agreement or modifications that would increase the obligations of the City under this Agreement are expressly excluded from the definition of a "minor modifications" and shall require the approval of the City Council. Subject to the foregoing, for purposes hereof, "minor modification" shall be determined as set forth in Section 10.12 of the LDDA. The Developer shall forward to all City Council members any and all "minor modifications" within ten (10) days after execution of such.

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

City of Oakland
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, California 94612
Attention: Doug Cole, Army Base Project Manager
Email: dcole@oaklandnet.com

Oakland City Attorney's Office
One Frank H. Ogawa Plaza, 6th Floor
Oakland, California 94612
Attention: Mark Wald
Email: mwald@oaklandcityattorney.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@californiagroup.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.

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 Legal Description
Exhibit B: City Approvals
Exhibit C: Allocation of SCA/MMRP's
Exhibit D-1: Project Conceptual Site Plan
Exhibit D-2: 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 Sections 3.8.4(b) and 3.8.6 and the addition of weekly compliance reporting referenced in Section 4.1, which are 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: Deanne Schen

Its: City Administrator

**APPROVED AS TO FORM AND
LEGALITY:**

By: Mark P. Wall
Deputy City Attorney

**AUTHORIZED SIGNATURE OF
DEVELOPER:**

PROLOGIS CCIG OAKLAND GLOBAL,
A Delaware limited liability company,

By: [Signature]
Name: Sharon Indubler
Title: President & Managing Director

APPROVED AS TO LEGAL FORM:

By: [Signature]
Attorney for Developer

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: _____

Deputy City Attorney

**AUTHORIZED SIGNATURE OF
DEVELOPER:**

PROLOGIS CCIG OAKLAND GLOBAL,
A Delaware limited liability company,

By: _____

Name: Mark Hansen

Title: Senior Vice President

APPROVED AS TO LEGAL FORM:

By: _____

Attorney for Developer

ACKNOWLEDGMENT

State of California
County of Alameda)

On October 17, 2013 before me, Megan Morodomi, Notary Public
(insert name and title of the officer)

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

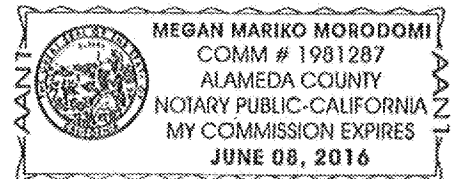
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



ACKNOWLEDGMENT

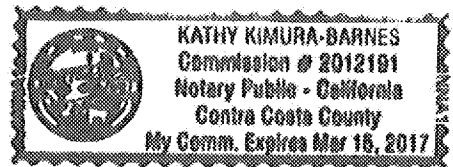
State of California
County of Alameda

On October 18, 2013 before me, Kathy Kimura-Barnes, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Kathy Kimura-Barnes (Seal)

ACKNOWLEDGMENT

State of California
County of Alameda)

On October 18, 2013 before me, Kathy Kimura-Barnes Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Kathy Kimura-Barnes (Seal)

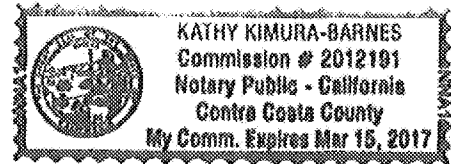


EXHIBIT A

Project Site

[See attached]

Exhibit A

ER 2009

OAK 0036947

Legal Description

1. CENTRAL GATEWAY PARCELS:

PARCEL 7, PARCEL MAP NO. 10095, FILED AUGUST 13, 2013, PARCEL MAP BOOK 324, PAGES 6-15, INCLUSIVE, ALAMEDA COUNTY RECORDS

2. EAST GATEWAY PARCELS:

PARCELS 4 AND 6, PARCEL MAP NO. 10095, FILED AUGUST 13, 2013, PARCEL MAP BOOK 324, PAGES 6-15, INCLUSIVE, ALAMEDA COUNTY RECORDS

3. WEST GATEWAY PARCELS:

A. PARCELS 9 AND 10, PARCEL MAP NO. 10095, FILED AUGUST 13, 2013, PARCEL MAP BOOK 324, PAGES 6-15, INCLUSIVE, ALAMEDA COUNTY RECORDS

B. The Railroad R/O/W Property described in Exhibit A-2

4. BILLBOARD SITES

See Exhibit A-3

OWNER'S STATEMENT

THE UNDERSIGNED DOES HEREBY STATE THAT IT IS THE OWNER OF THE LAND SELOCATED AND DESCRIBED WITHIN THE PARCEL MAP BOUNDARY LINES (EXCEPT PARCEL 3 AND PARCEL 4) SHOWN ON THE FOREGOING PARCEL MAP ENTITLED "PARCEL MAP NO. 10095 CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA" THAT SAID OWNER ACQUIRED TITLE TO SAID LAND BY VIRTUE OF OPERATION OF LAW AND/OR THE DEED NUMBER 2012-030757, RECORDED JANUARY 21, 2012 IN THE OFFICIAL RECORDS OF ALAMEDA COUNTY, STATE OF CALIFORNIA; AND THAT IT CONSENTS TO THE PREPARATION AND FILING OF THIS MAP.

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY RESERVED IN FEE FOR PUBLIC PURPOSES: THE PARCELS OF LAND LING WITHIN THE PARCEL MAP BOUNDARY LINES OF THIS MAP DESIGNATED AS PARCELS A, B, AND C, LAYED AS BIRMA ROAD, MARSHALL STREET, AND PARCEL C FOR THE PURPOSE OF PUBLIC UTILITIES.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS STATEMENT ON THE 12th DAY OF July, 2012.

CITY OF OAKLAND

[Signature]
BY FRANK H. OGDEN
ASSISTANT CITY ADMINISTRATOR
CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

OWNER/SUBMITTER'S ADDRESS

ONE FRANK H. OGDEN PLAZA
OAKLAND, CA 94612

[Signature]
BY FRANK H. OGDEN
ASSISTANT CITY ADMINISTRATOR
OAKLAND REDEVELOPMENT SUCCESSOR AGENCY

OWNER'S STATEMENT (PARCEL 3 AND PARCEL 4)

THE UNDERSIGNED DOES HEREBY STATE THAT AS SUCCESSOR-IN-INTEREST TO THE OAKLAND REDEVELOPMENT AGENCY AND THE OAKLAND DISTRICT REDEVELOPMENT AGENCY, IT IS THE OWNER, AS TRUSTEE FOR THE PURPOSE OF EFFECTUATING THE PUBLIC TRUST FOR CONSERVATION, NAVIGATION AND FISHERIES AS PROVIDED IN STATUTES AND DEEDS OF RECORDS 2000 - CHAPTER 064 (OAKLAND ARMY BASE PUBLIC TRUST EXCHANGE ACT) OF THE LAND DESCRIBED AS PARCEL 3 AND PARCEL 4 WITHIN THE PARCEL MAP BOUNDARY LINES ON THE FOREGOING PARCEL MAP ENTITLED "PARCEL MAP NO. 10095, CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA"; AS FURTHER DESCRIBED BY DEED NUMBER 2008-30785, RECORDED AUGUST 03, 2008 IN THE OFFICIAL RECORDS OF ALAMEDA COUNTY, STATE OF CALIFORNIA; AND THAT IT CONSENTS TO THE PREPARATION AND FILING OF THIS MAP.

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY RESERVED IN FEE FOR PUBLIC PURPOSES: THE PARCELS OF LAND LING WITHIN THE PARCEL MAP BOUNDARY LINES OF THIS MAP DESIGNATED AS PARCEL 3, LABELED AS BIRMA ROAD FOR THE PURPOSE OF A PUBLIC STREET.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS STATEMENT ON THE 12th DAY OF July, 2012.

CITY OF OAKLAND REDEVELOPMENT SUCCESSOR AGENCY

[Signature]
BY FRANK H. OGDEN
ASSISTANT CITY ADMINISTRATOR
OAKLAND REDEVELOPMENT SUCCESSOR AGENCY

OWNER/SUBMITTER'S ADDRESS

ONE FRANK H. OGDEN PLAZA
OAKLAND, CA 94612

OWNER'S ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF Alameda

ON 7-11 2012, I, Anthony J. Reese, A NOTARY PUBLIC, PERSONALLY APPEARED FRANK H. OGDEN WHO PROVED TO ME ON THE BASIS OF CREDENTIALS ISSUED TO BE THE PERSONS WHOSE NAMES (S) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGE TO ME THAT HE/ SHE/ THEY EXECUTED THE SAME IN HIS/ HER/ THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/ HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY ON BEHALF OF WHOM THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

[Signature]
SIGNATURE: Anthony J. Reese
PRINT: Anthony J. Reese
MY COMMISSION NUMBER: 1841278
MY COMMISSION EXPIRES: 5-28-14
PRINCIPAL COUNTY OF BUSINESS: Alameda

SUBMITTER'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION, AT THE REQUEST OF THE CITY OF OAKLAND. IT IS BASED UPON A FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECTION IN MARCH 2012, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP OF ANY THAT ALL REQUIREMENTS ARE OF THE CHARACTER AND COMPLY WITH THE REQUIREMENTS OF THAT THEY WILL BE SET IN THESE POSTINGS ON OR BEFORE DECEMBER 31, 2012, AND THAT SAID MEASUREMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE REPRODUCED.

[Signature]
BY SCOTT A. KNOWLEDGE, L.S. NO. 8441
DATE: 6-21-2012

CITY ENGINEER'S STATEMENT

I, FRANCIS JOSEPH KENNEDY, CITY ENGINEER, HAVING BEEN AUTHORIZED TO PERFORM THE FUNCTIONS OF THE CITY ENGINEER OF THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, FOR THE PURPOSE OF REVIEWING SUBDIVISION MAPS, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE SUBDIVISION MAPS PARCEL MAP NO. 10095, CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, THAT THE SUBDIVISION AS SHOWN UPON SAID PARCEL MAP IS SUBSTANTIALLY THE SAME AS THAT APPEARING ON THE TENTATIVE MAP, IF ANY, AND ANY APPROVED ALTERNATIONS THEREON; THAT SAID PARCEL MAP COMPLES WITH ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE GOVERNMENT CODE AND THE LOCAL ORDINANCES APPLICABLE AT THE TIME OF THE TENTATIVE MAP; AND THAT I AM SATISFIED THAT THE PARCEL MAP IS TECHNICALLY CORRECT.

THE PARCELS A, B, C, AND D DESCRIBED HEREIN ON THE FOREGOING MAP FOR PUBLIC STREET PURPOSES IS HEREBY CONDITIONALLY ACCEPTED IN ACCORDANCE WITH SECTION 18241.2(a) OF THE OAKLAND MUNICIPAL CODE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE 12th DAY OF July, 2012.

[Signature]
BY FRANCIS JOSEPH KENNEDY
CITY ENGINEER
CITY OF OAKLAND, ALAMEDA COUNTY
STATE OF CALIFORNIA

CLERK OF THE BOARD OF SUPERVISORS STATEMENT

I, JENNIFER PERKINS, ASSISTANT CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT INSTRUMENTS HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE IN CONFORMANCE WITH THE REQUIREMENTS OF SECTION 50002 AND 50003 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

[Signature]
BY JENNIFER PERKINS
ASSISTANT CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF ALAMEDA
STATE OF CALIFORNIA

COUNTY RECORDER'S STATEMENT

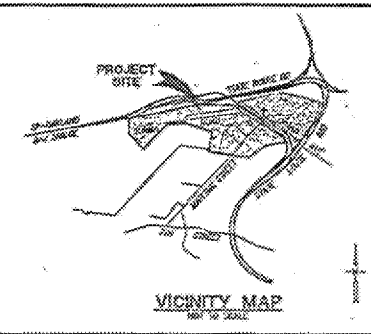
FILED FOR RECORD THIS 12th DAY OF July, 2012, AT 4:00 PM, IN BOOK 2012-23934 OF PARCEL MAPS AT PAGES 10-12, AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

FEES: \$12.00

SERIES NO. 2012-23934

COUNTY RECORDER IN AND FOR THE
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY L. PERKINS
DEPUTY COUNTY RECORDER
ALAMEDA, CALIFORNIA



SIGNATURES LISTED

IN ACCORDANCE WITH SECTION 66002(a), 66003 (f) OF THE SUBDIVISION MAP ACT, SIGNATURES OF PARCELS OWNING THE FOLLOWING INTERESTS, WHICH CANNOT OPEN INTO A REC. HAVE BEEN LISTED BELOW:

1. OAKLAND TERMINAL RAILWAY CO AND PG&E - ECL. 408 PG. 150 - RR AND UTILITY EASEMENTS.
2. THE ALABAMA, TOWNSHIP AND SANTA FE RAILWAY COMPANY - ECL. 978 PG. 373 - RR EASEMENT.
3. EAST BAY MUNICIPAL UTILITY DISTRICT - ECL. 584 PG. 345 - CEMET. EASEMENT.
4. STATE OF CALIFORNIA - ECL. 2205 PG. 707 - HIGHWAY EASEMENT.
5. STATE OF CALIFORNIA - ECL. 2205 PG. 707 / ECL. 1679-1679B / ECL. 1679-1679C - ADJUTANT'S RIGHTS.
6. STATE OF CALIFORNIA - ECL. 2003-72882 - CONSTRUCTION EASEMENT.
7. STATE OF CALIFORNIA - ECL. 2003-72884 - ROADWAY EASEMENT.
8. UNITED STATES OF AMERICA (DEPARTMENT OF THE ARMY) - ECL. 2003-68200 - ACCESS / CONVEYANCE / CONVEYANCE RIGHTS.
9. AT&T - ECL. 2003-66570 - CABLE LINE EASEMENT.
10. THE WESTERN UNION TELEGRAPH CO. - ECL. 2003-48070 - CABLE LINE EASEMENT.
11. UNITED STATES OF AMERICA (DEPARTMENT OF THE ARMY) - ECL. 2003-48070 - CABLE LINE EASEMENT.
12. STATE OF CALIFORNIA (DEPT. OF TRANSPORTATION) - ECL. 2003-20071 - HIGHWAY EASEMENT.
13. CITY OF OAKLAND (PORT - ROAD COMMISSIONERS) - ECL. 2003-20071 - HIGHWAY EASEMENT.
14. CITY OF OAKLAND (PORT - ROAD COMMISSIONERS) - ECL. 2003-20071 - HIGHWAY EASEMENT.
15. CITY OF OAKLAND (PORT - ROAD COMMISSIONERS) - ECL. 2003-20071 - HIGHWAY EASEMENT.
16. CITY OF OAKLAND (PORT - ROAD COMMISSIONERS) - ECL. 2003-20071 - HIGHWAY EASEMENT.
17. PG&E - SEE REFERENCE NO. 7 IN MAP SHEETS - UNRECORDED GAS LINE EASEMENT.
18. PG&E - SEE REFERENCE NO. 7 IN MAP SHEETS - UNRECORDED ELECTRIC LINE EASEMENT.
19. STATE OF CALIFORNIA - ECL. 1985-22017 - HIGHWAY EASEMENT.

PARCEL MAP NO. 10095

A SUBDIVISION OF PARCELS B-2, B-3, B-4, C-2, C-3, C-4, AND 15-5 PER GRANT DEED IN 2012-030757, PARCEL 2 PER QUOTIENT DEED IN 2008-30785, AND A RE-SUBDIVISION OF PARCELS 1 AND 2 PER PARCEL MAP NO. 10074 RECORDED IN BOOK 518, PAGES 74-78 OFFICIAL RECORDS OF ALAMEDA COUNTY.

CITY OF OAKLAND
ALAMEDA COUNTY, CALIFORNIA
BROOKER-JENSEN-AZAR & ASSOCIATES
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PACIFIC, CALIFORNIA
(925) 227-2100
FAX: 925-227-2100
AND NO. 115308
SHEET 2 OF 10 SHEETS

NOTARIAL SIGNATURE
NOTARY
- SIGN
- NOTARY
- SIGNATURE
- SIGNATURE

A-1-3

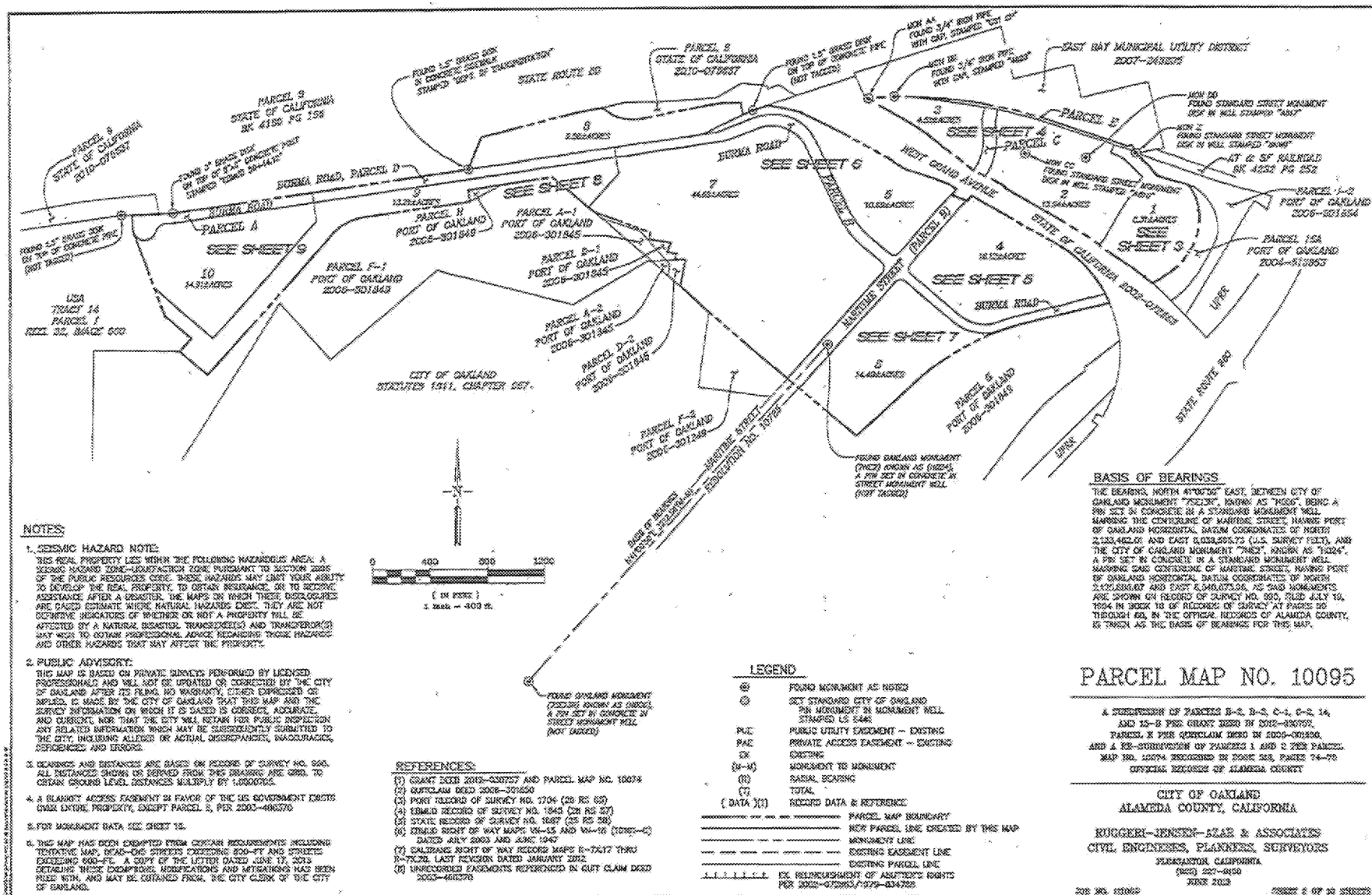


EXHIBIT A-2

The Railroad R/O/W Property

Exhibit A-2

EXHIBIT- "A"

Plat 11 – Railroad Right of Way- North Gateway

Land Description of a parcel of land situate in the City of Oakland, County of Alameda, State of California, and being a portions of Lots 1 and 2 as shown upon Parcel Map 10095 filed on August 13, 2013, in Book 324 of Parcel Maps at Pages 6-15, inclusive Official Records of said County, and being more particularly described as follows:

Beginning at the northwest corner of said Lot 2, same corner being on a curving line to the right from which point the center bears South 11° 47' 21" West; Thence along the north lines of Lots 1 & 2 for the following six (6) courses: (1) in a southeasterly direction 399.73 feet along the arc of said curve to the right, having a radius of 3316.09 feet and through a central angle of 06° 54' 24", (2) South 71° 17' 43" East – 326.54 feet, (3) South 70° 28' 52" East – 279.52 feet, (4) South 13° 11' 35" East – 15.15 feet, (5) North 79° 58' 02" East – 2.12 feet to the beginning of a curve to the right, from which point the center bears South 36° 18' 08" West, and (6) in a southeasterly direction 138.66 feet along the arc of said curve to the right, having a radius of 599.96 feet and through a central angle of 13° 14' 31"; Thence crossing through Lots 1 & 2 for the following eight (8) courses: (1) North 70° 57' 49" West- 127.43 feet for the beginning of a curve to the right, (2) in a northwesterly direction 38.17 feet along the arc of said curve to the right, having a radius of 638.80 feet and through a central angle of 03° 25' 24", (3) North 67° 32' 25" West – 205.60 feet for the beginning of a curve to the left, (4) in a northwesterly direction 61.30 feet along the arc of said curve to the left, having a radius of 935.37 feet and through a central angle of 03° 45' 18", (5) North 71° 17' 43" West – 258.36 feet for the beginning of a curve to the left, (6) in a northwesterly direction 68.53 feet along the arc of said curve to the left, having a radius of 1126.28 feet and through a central angle of 03° 29' 10", (7) North 74°

46' 53" West – 261.90 feet for the beginning of a curve to the left, and (8) In a northwesterly direction 114.77 feet along the arc of said curve to the left, having a radius of 2844.93 feet and through a central angle of 02° 18' 41" to a point on the west line of Lot 2; Thence along said west line, North 12° 35' 53" East – 58.50 feet to **POINT OF BEGINNING**, containing 63,528 square feet (1.4 acres), more or less, measured in ground distances, as depicted on the Plat labeled (Exhibit "B" Plat 11 – Railroad Right of Way), attached and hereby made part of the land description.

Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Official Records of the said County of Alameda. To obtain ground level distances, multiply distances called for herein by 1.0000705.

End of Description

This description and its accompanying plat were prepared by me, or under my direction, in June 2012.

Scott A. Shortlidge, LS 6441

Date

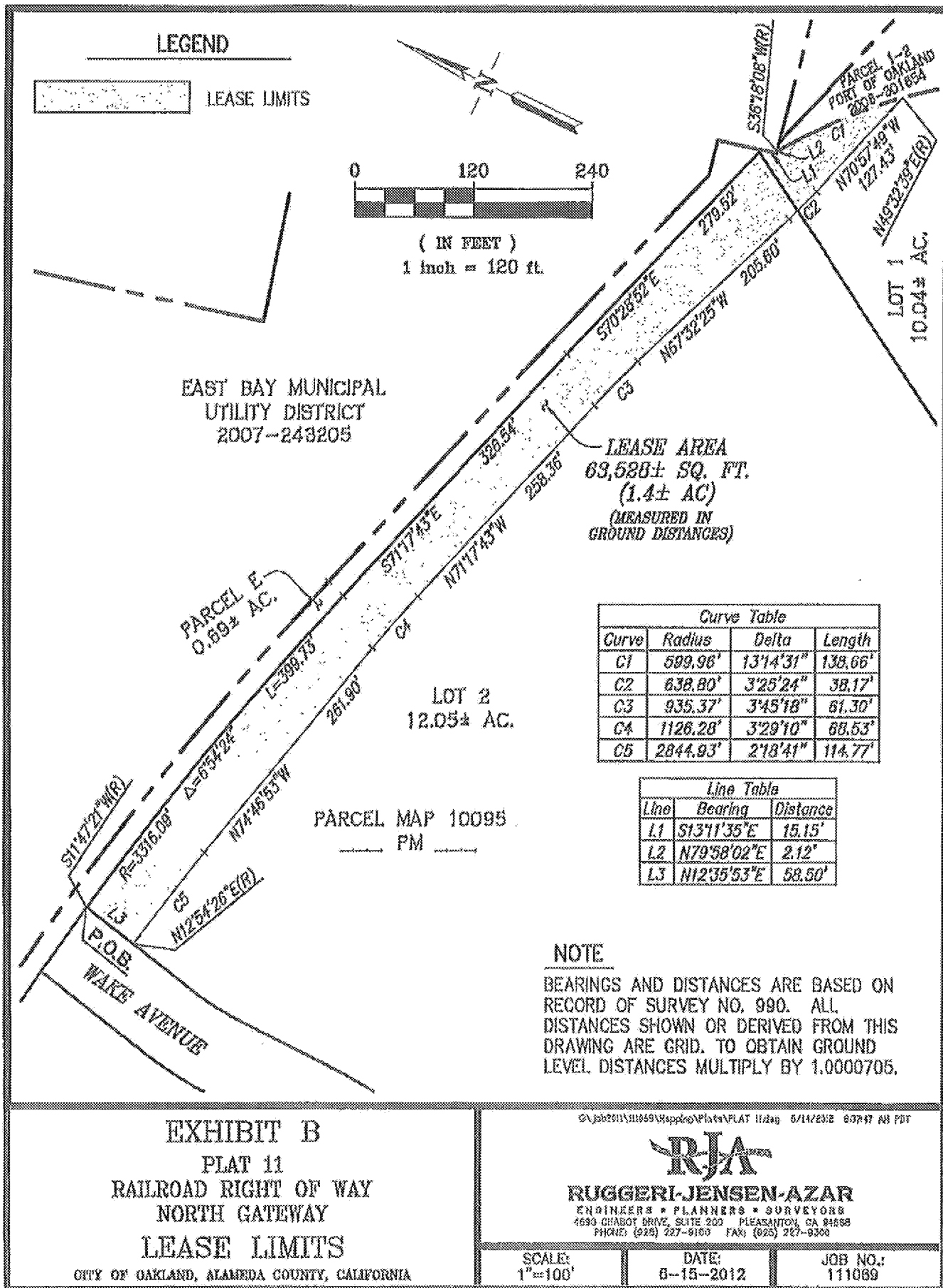


EXHIBIT- "A"

Plat 12- Railroad Right of Way- North Gateway

Land Description of a parcel of land situate in the City of Oakland, County of Alameda, State of California, and being a portions of Lot 3 as shown upon Parcel Map 10095 filed on August 13, 2013, in Book 324 of Parcel Maps at Pages 6-15, inclusive, Official Records of said County, and being more particularly described as follows:

Beginning at the northwest corner of said Lot 3, same corner being on a curving line to the right from which point the center bears South 08° 32' 47" East; Thence along the north line of Lot 3 for the following four (4) courses: (1) in a easterly direction 177.04 feet along the arc of said curve to the right, having a radius of 1252.80 feet and through a central angle of 08° 05' 48" to the point of compound curvature, another curve to the right from which point the center bears South 00° 34' 42" East, (2) in a southeasterly direction 121.05 feet along the arc of said curve to the right, having a radius of 3336.10 feet and through a central angle of 02° 04' 44" to the northwest corner of Parcel E as shown upon Parcel and Map 10095 filed on August 13, 2013, in Book 324 of Parcel Maps at Pages 6-15, inclusive, Official Records of said County, (3) South 82° 08' 02" East – 308.54 feet to the beginning of a curve to the right, from which point the center bears South 06° 48' 23" West, and (4) in a southeasterly direction 210.35 feet along the arc of said curve to the right, having a radius of 3316.09 feet and through a central angle of 03° 38' 04" to the northeast corner of Lot 3; Thence along the east line of Lot 3, South 12° 35' 53" West- 57.13 feet for the beginning of a curve to the left, from which the center bears South 11° 20' 11" West; Thence crossing through Lot 3 for the following four (4) courses: (1) in a northwesterly direction 166.24 feet along the arc of said curve to the left, having a radius of 2844.93 feet and through a central angle of 03° 20' 53", (2) North 82°

00' 42" West – 283.53 feet for the beginning of a curve to the left, (3) in a southwesterly direction 231.50 feet along the arc of said curve to the left, having a radius of 553.69 feet and through a central angle of 23° 57' 21", and (4) South 74° 01' 57" West – 13.23 feet to a point on the southerly line of Lot 3; Thence along said southerly line for the following two (2) courses: (1) North 59° 14' 43" West – 64.95 feet, and (2) North 57° 29' 34" West – 66.49 feet to **POINT OF BEGINNING**, containing 44,844 square feet (1.0 acres), more or less, measured in ground distances, as depicted on the Plat labeled (Exhibit "B" Plat 12 – Railroad Right of Way), attached and hereby made part of the land description.

Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Official Records of the said County of Alameda. To obtain ground level distances, multiply distances called for herein by 1.0000705.

End of Description

This description and its accompanying plat were prepared by me, or under my direction, in June 2012.

Scott A. Shortlidge, LS 6441

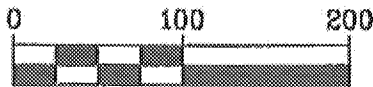
Date

NOTE

BEARINGS AND DISTANCES ARE BASED ON
RECORD OF SURVEY NO. 990. ALL
DISTANCES SHOWN OR DERIVED FROM THIS
DRAWING ARE GRID. TO OBTAIN GROUND
LEVEL DISTANCES MULTIPLY BY 1.0000705.

LEGEND

LEASE LIMITS



(IN FEET)

1 inch = 100 ft.

Curve Table			
Curve	Radius	Delta	Length
C1	1252.80'	8°05'48"	177.04'
C2	3336.10'	2°04'44"	121.05'
C3	3316.09'	3°38'04"	210.35'
C4	2844.93'	3°20'53"	166.24'
C5	553.69'	23°57'21"	231.50'

EAST BAY MUNICIPAL
UTILITY DISTRICT
2007-243205

PARCEL E
0.69± AC.

LOT 3
4.43± AC.

PARCEL MAP 10095
PM

LEASE AREA
44,844± SQ. FT.
(1.0± AC)
(MEASURED IN
GROUND DISTANCES)

STATE OF
CALIFORNIA
2002-072863

P.O.B.

OAKLAND CHARTER
LINE OF 1862

EXHIBIT B

PLAT 12
RAILROAD RIGHT OF WAY
NORTH GATEWAY
LEASE LIMITS

CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

CA\JUL2011\11069\Maping\Plats\PLAT 12.dwg 6/13/2012 4:05:12 PM PER

RJA

RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4090 CHABOT DRIVE, SUITE 203 PLEASANTON, CA 94563
PHONE (925) 227-9100 FAX (925) 227-9200

SCALE:
1"=100'

DATE:
6-15-2012

JOB NO.:
111069

EXHIBIT- "A"

Easement 7-Railroad Right of Way Under Freeway

Land Description of a parcel of land situate in the City of Oakland, County of Alameda, State of California, and being a portion of that certain parcel described as Parcel 56444 (West Grand Avenue) in a Quitclaim Deed recorded on February 13, 2002 under document no. 2002-072863 in the Official Records of said County, and being more particularly described as follows:

Beginning at the most westerly corner of Lot 3 as shown upon Parcel Map 10095 filed on August 13, 2013, in Book 324 of Parcel Maps at Pages 6-15, inclusive, in the Official Records of said County, same corner being on the north line of said Parcel 56444; Thence along said north line for the following two (2) courses: (1) South 57° 29' 34" East – 66.49 feet, and (2) South 59° 14' 43" East – 64.95 feet; Thence crossing through Parcel 56444 for the following three (3) courses: (1) South 74° 01' 57" West – 65.38 feet to the beginning of a curve to the right, (2) in a southwesterly direction 83.51 feet along the arc of said curve to the right, having a radius of 593.69 feet and through a central angle of 08° 03' 34", and (3) South 82° 05' 31" West- 331.26 feet to a point on the south line of Parcel 56444; Thence along said south line for the following two (2) courses: (1) North 63° 07' 59" West – 116.25 feet to the beginning of a curve to the left, from which point the center bears South 18° 06' 24" West, and (2) in a northwesterly direction 13.72 feet along the arc of said curve to the left, having a radius of 1457.00 feet and through a central angle of 00° 32' 23"; Thence crossing through Parcel 56444 for the following three (3) courses: (1) North 68° 30' 30" East – 25.57 feet to the beginning of a curve to the right, (2) in a northeasterly direction 126.66 feet along the arc of said curve to the right, having a radius of 593.69 feet and through a central angle of 12° 13' 24", and (3) North 80° 43' 54" East- 331.10 feet to a point on the north line of Parcel 56444; Thence along said north line, South 57° 29' 34" East – 5.94 to the **POINT OF BEGINNING**, containing 46,941 square feet (1.0 acres), more or less,

A-2-B

measured in ground distances, as depicted on the Plat labeled (Exhibit "B" Easement 7 – Railroad Right of Way Under Freeway), attached and hereby made part of the land description.

Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Official Records of the said County of Alameda. To obtain ground level distances, multiply distances called for herein by 1.0000705.

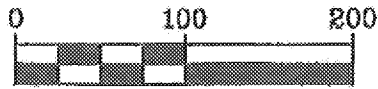
End of Description

This description and its accompanying plat were prepared by me, or under my direction, in June 2012.

Scott A. Shortlidge, LS 6441

Date

LEGEND



(IN FEET)
1 inch = 100 ft.

NOTE

BEARINGS AND DISTANCES ARE BASED ON
RECORD OF SURVEY NO. 990. ALL
DISTANCES SHOWN OR DERIVED FROM THIS
DRAWING ARE GRID. TO OBTAIN GROUND
LEVEL DISTANCES MULTIPLY BY 1.0000705.

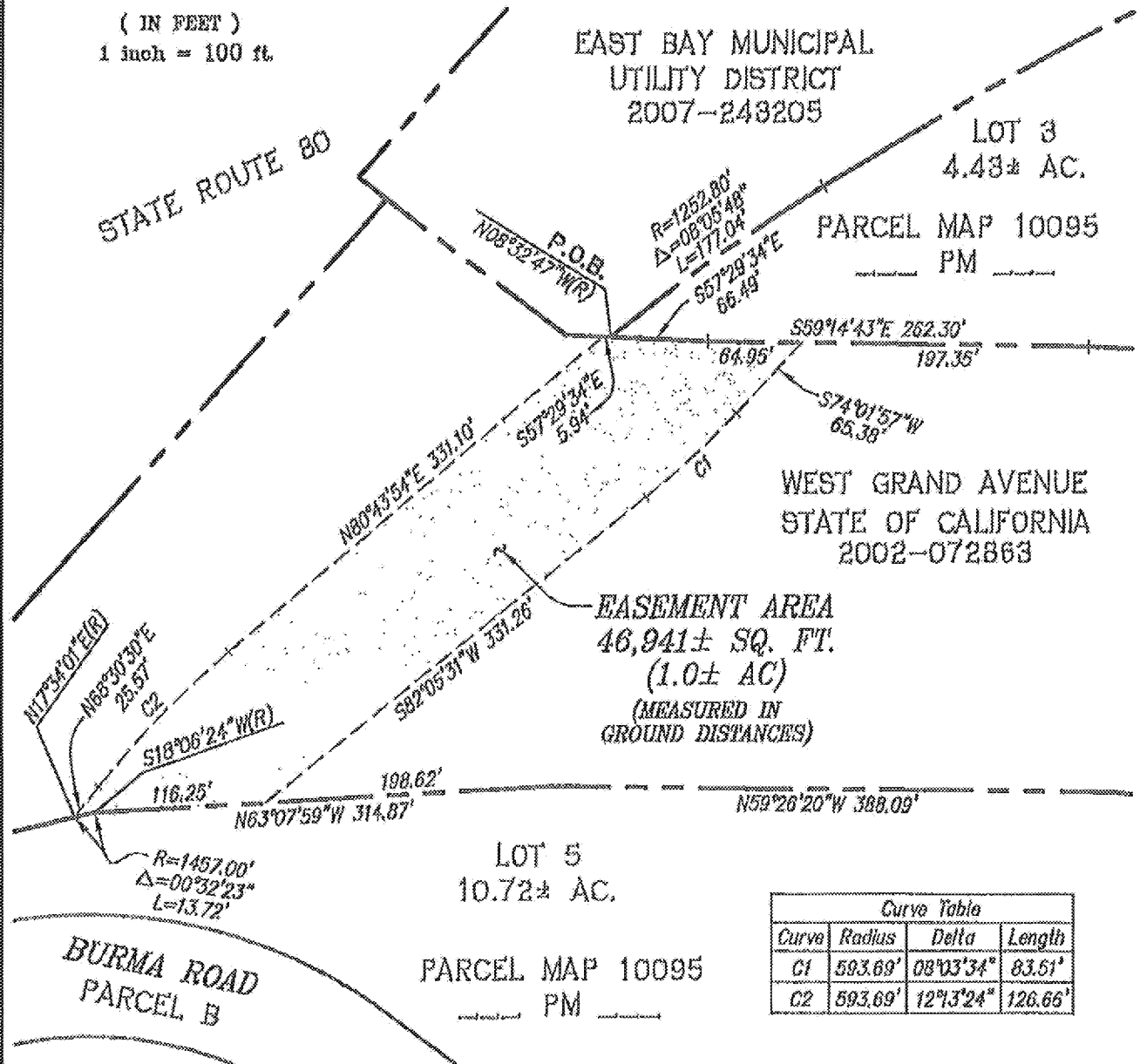


EXHIBIT B

EASEMENT '7
RAILROAD RIGHT OF WAY
UNDER FREEWAY
LEASE LIMITS

CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

\\job2011\0055\Maping\Plate\EASEMENT 7.dwg 6/19/2012 13:48:39 AM PBT



RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4580 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:
1"=100'

DATE:
6-15-2012

JOB NO.:
111069

A-2-10

ER 2022

OAK 0036960

EXHIBIT- "A"

Plat 5 – Railroad Right of Way- Central Gateway

Land Description of a parcel of land situate in the City of Oakland, County of Alameda, State of California, and being a portion of Lot 5 as shown upon Parcel Map 10095 filed on August 13, 2013, in Book 324 of Parcel Maps at Pages 6-15, Inclusive, Official Records of said County, and being more particularly described as follows:

Commencing at a northern corner of said Lot 5 being at the easterly terminus of the course labeled "North 71° 46' 34" East – 111.45 feet", same corner being at the beginning of a curve to the right from which point the center bears South 08° 37' 39" West; Thence with the north line of Lot 5 in a southeasterly direction 227.33 feet along the arc of said curve to the right, having a radius of 1457.00 feet and through a central angle of 08° 56' 22" for the **Point of Beginning** hereof; Thence continuing along said north line for the following two (2) courses: (1) in a southeasterly direction 13.72 feet along the arc of said curve to the right, having a radius of 1457.00 feet and through a central angle of 00° 32' 23", and (2) South 63° 07' 59" East – 116.25 feet; Thence across Lot 5, South 82° 05' 31" West- 122.15 feet to a point on the southerly curving line of Lot 5, being a curve to the left from which point the center bears South 33° 50' 17" West; Thence with said south line in a northwesterly direction 90.60 feet along the arc of said curve to the left, having a radius of 343.00 feet and through a central angle of 15° 08' 04"; Thence across Lot 5, North 68° 30' 30" East- 91.60 feet to **POINT OF BEGINNING**, containing 7,422 square feet (0.1 acres), more or less, measured in ground distances, as depicted on the Plat labeled (Exhibit "B" Plat 5 – Railroad Right of Way), attached and hereby made part of the land description.

Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys,

Pages 50-60, Official Records of the said County of Alameda. To obtain ground level distances, multiply distances called for herein by 1.0000705.

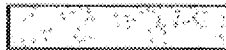
End of Description

This description and its accompanying plat were prepared by me, or under my direction, in June 2012.

Scott A. Shortlidge, LS 6441

Date

LEGEND

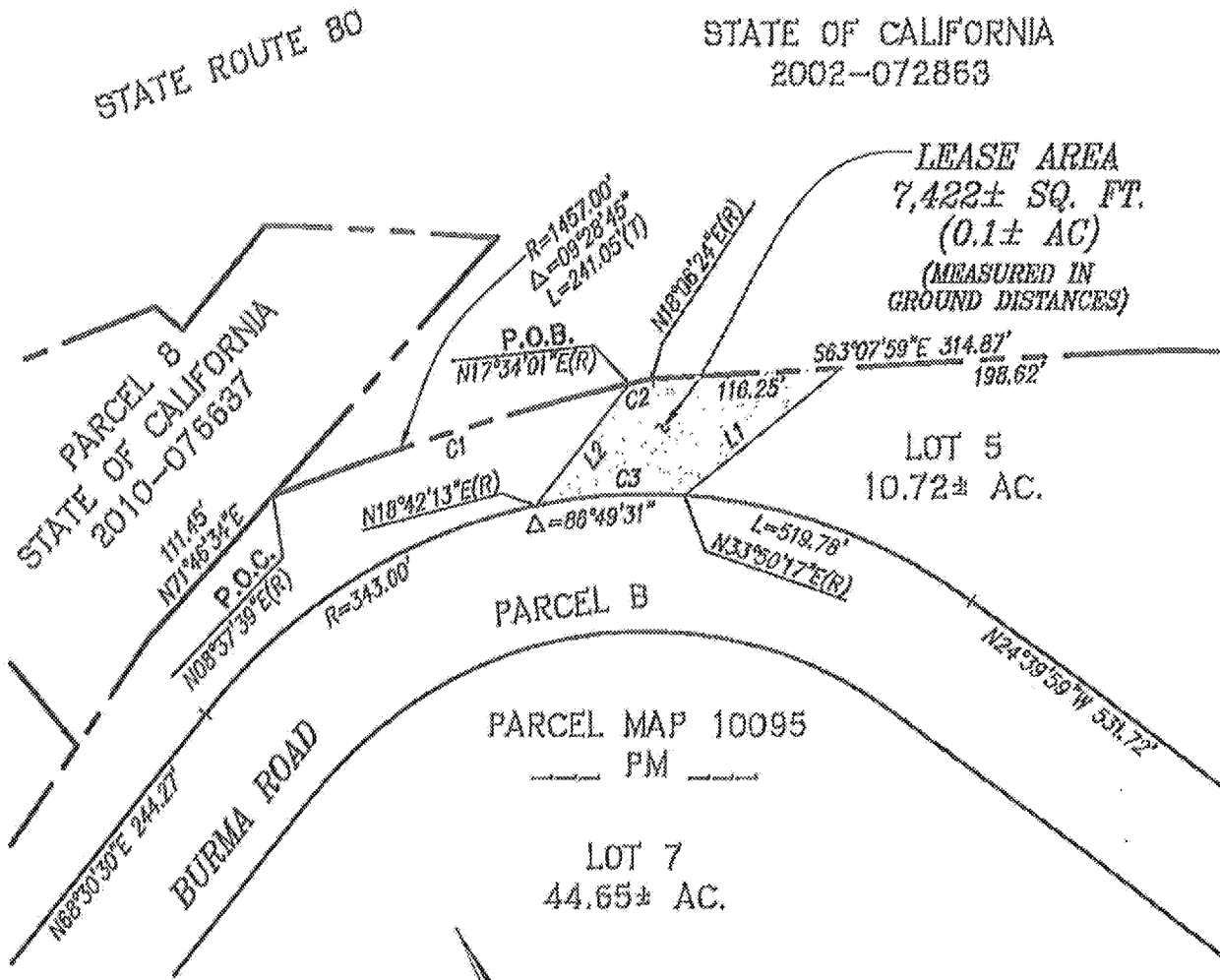


LEASE LIMITS

Line Table		
Line	Bearing	Distance
L1	S82°05'31"W	122.15'
L2	N68°30'30"E	91.60'

Curve Table			
Curve	Radius	Delta	Length
C1	1457.00'	08°56'22"	227.33'
C2	1457.00'	00°32'23"	13.72'
C3	343.00'	15°08'04"	90.60'

WEST GRAND AVENUE
STATE OF CALIFORNIA
2002-072863



NOTE

BEARINGS AND DISTANCES ARE BASED ON RECORD OF SURVEY NO. 990. ALL DISTANCES SHOWN OR DERIVED FROM THIS DRAWING ARE GRID. TO OBTAIN GROUND LEVEL DISTANCES MULTIPLY BY 1.0000705.

EXHIBIT B

PLAT 5
RAILROAD RIGHT OF WAY
CENTRAL GATEWAY
LEASE LIMITS

CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

C:\jensen\111069\Shipping\Plots\PLAT 5.dwg 6/13/2012 10:03 PM PPT



RUGGERI-JENSEN-AZAR
ENGINEERS & PLANNERS & SURVEYORS
4199 CHADOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE (925) 227-0100 FAX (925) 227-0300

SCALE:
1"=100'

DATE:
6-15-2012

JOB NO.:
111069

A-2-13

ER 2025

OAK 0036963

EXHIBIT - "A"

Plat 14A - Railroad Right of Way- Central Gateway

Land Description of a parcel of land situate in the City of Oakland, County of Alameda, State of California, and being a portion of Lot 7 as shown upon Parcel Map 10095 filed on August 13, 2013, in Book 324 of Parcel Maps at Pages 6-15 inclusive, Official Records of said County, and being more particularly described as follows:

Beginning at the Northwest corner of Lot 7; Thence along the north line of Lot 7 for the following four (4) courses: (1) North 81° 36' 26" East - 749.36 feet to the beginning of a curve to the left, (2) in a northeasterly direction 76.36 feet along the arc of the curve to the left, having a radius of 334.00 feet and through a central angle of 13° 05' 56", (3) North 68° 30' 30" East - 205.60 feet to the beginning of a curve to the right, and (4) in a southeasterly direction 172.87 feet along the arc of said curve to the right, having a radius of 262.00 feet and a central angle of 37° 48' 16"; Thence crossing through Lot 7 for the following four (4) courses: (1) South 68° 34' 54" West- 89.58 feet, (2) South 62° 09' 09" West -212.71 feet for the beginning of a curve to the right, from which point the center bears North 27° 39' 03" West, (3) in a southwesterly direction 231.70 feet along the arc of the curve to the right, having a radius of 615.27 feet and through a central angle of 21° 34' 36", and (4) South 81° 33' 14" West- 677.72 feet to a point on the west line of Lot 7; Thence along said west line, North 08° 55' 17" West-87.47 feet to the Point of Beginning.

Containing 93,874 square feet (2.1 acres), more or less, measured in ground distances, as depicted on the Plat labeled (Exhibit "B" Plat 14A - Central Gateway), attached and hereby made part of the land description.

A-2-14

Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Official Records of the said County of Alameda. To obtain ground level distances, multiply distances called for herein by 1.0000705.

End of Description

This description and its accompanying plat were prepared by me, or under my direction, in September 2012.

Scott A. Shorlidge, LS 6441

Date

NOTE

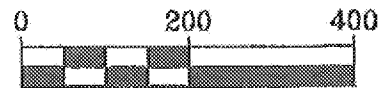
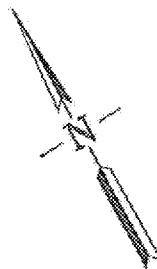
BEARINGS AND DISTANCES ARE BASED ON RECORD OF SURVEY NO. 990. ALL DISTANCES SHOWN OR DERIVED FROM THIS DRAWING ARE GRID. TO OBTAIN GROUND LEVEL DISTANCES MULTIPLY BY 1.0000705.

LEGEND



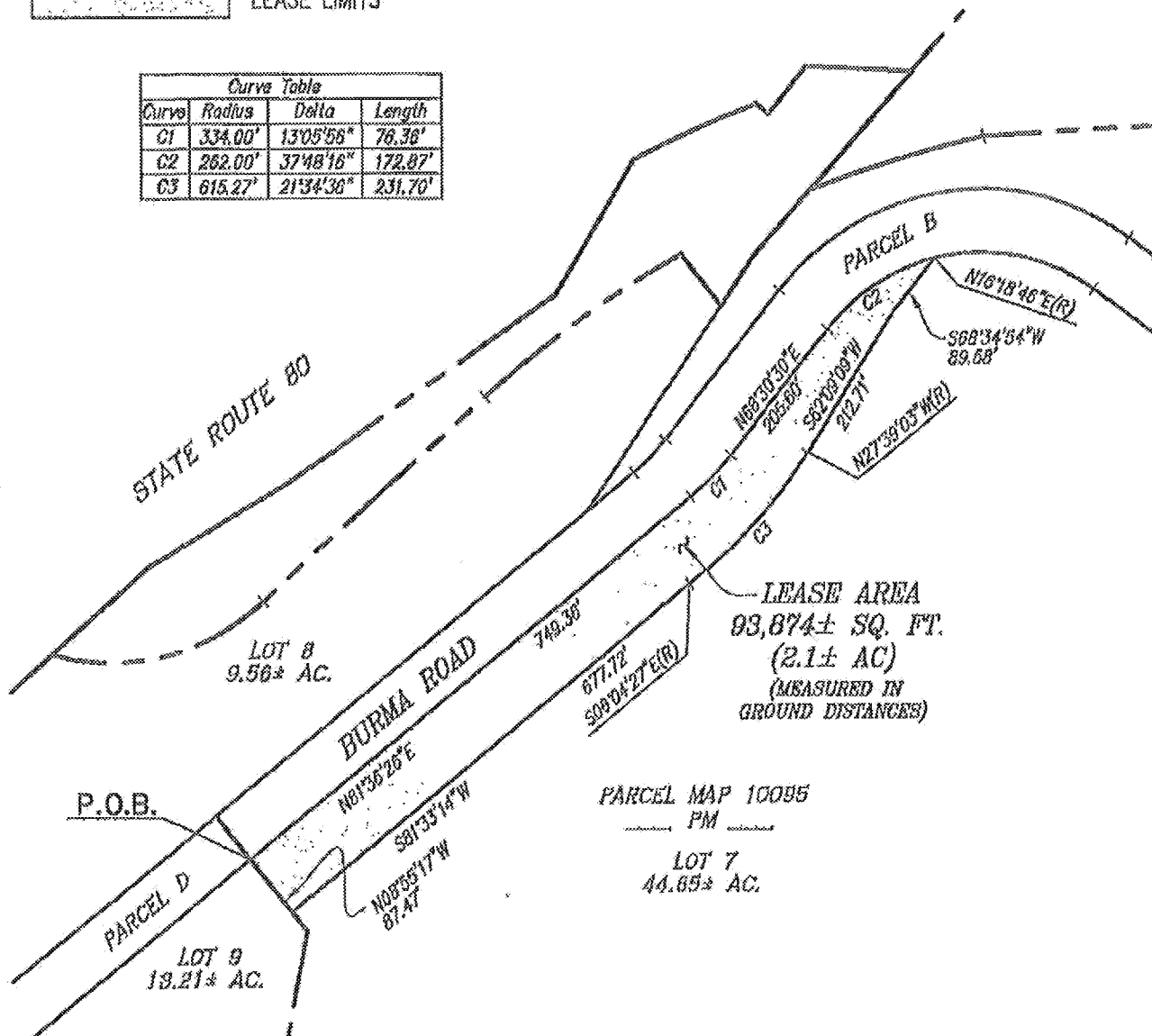
LEASE LIMITS

Curve Table			
Curve	Radius	Delta	Length
C1	334.00'	13°05'58"	76.38'
C2	262.00'	37°48'16"	172.87'
C3	615.27'	21°34'36"	231.70'



(IN FEET)

1 inch = 200 ft.



PARCEL MAP 10095

PM

LOT 7
44.65± AC.

EXHIBIT B

PLAT 14A - CENTRAL GATEWAY

CENTRAL GATEWAY

LEASE LIMITS

CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

G:\jensen\HULL\69\Shopping\Plats\PLAT 14A.dwg 8/31/2012 10:59:52 AM PGT



RUGGERI-JENSEN-AZAR

ENGINEERS • PLANNERS • SURVEYORS
4550 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:
1"=200'

DATE:
8-31-2012

JOB NO.:
111069

A-2-16

ER 2028

OAK 0036966

EXHIBIT- "A"

Plat 2 – Sliver Area – Central Gateway

Land Description of a parcel of land situate in the City of Oakland, County of Alameda, State of California, and being a portion of Lot 5 as shown upon Parcel Map 10095 filed on August 13, 2013, in Book 324 of Parcel Maps at Pages 6-15, inclusive, Official Records of said County, and being more particularly described as follows:

Beginning at the southeast corner of Lot 8 as shown upon Parcel Map 10095 filed on August 13, 2013, in Book 324 of Parcel Maps at Pages 6-15, inclusive, Official Records of said County, same corner being on the north line of said Lot 5; Thence along said north line for the following four (4) courses: (1) North 64° 17' 11" East -77.77 feet, (2) North 71° 46' 34" East- 111.45 feet to the beginning of a curve to the right, from which point the center bears South 08° 37' 39" West, (3) in a southeasterly direction 241.05 feet along the arc of said curve to the right, having a radius of 1457.00 feet and through a central angle of 09° 28' 45", and (4) South 63° 07' 59" East – 116.25 feet; Thence across Lot 5, South 82° 05' 31" West- 122.15 feet to a point on the southerly curving line of Lot 5, being a curve to the left from which point the center bears South 33° 50' 17" West; Thence along said southerly line for the following four (4) courses: (1) in a westerly direction 331.23 feet along the arc of said curve to the left, having a radius of 343.00 feet and through a central angle of 55° 19' 47", (2) South 68° 30' 30" West – 244.27 feet to the beginning of a curve to the right, (3) in a southwesterly direction 59.90 feet along the arc of said curve to the right, having a radius of 262.00 feet and through a central angle of 13° 05' 56", and (4) South 81° 36' 26" West- 80.22 feet to the most westerly corner of Lot 5; Thence along the north line of Lot 5, North 64° 17' 11" East – 319.84 feet to **POINT OF BEGINNING**, containing 38,108 square feet (0.8 acres), more or less, measured in ground distances, as depicted on the Plat labeled (Exhibit "B" Plat 2 – Sliver Area), attached and hereby made part of the land description.

Page 1 of 2

A - 2 - 17

Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Official Records of the said County of Alameda. To obtain ground level distances, multiply distances called for herein by 1.0000705.

End of Description

This description and its accompanying plat were prepared by me, or under my direction, in June 2012.

Scott A. Shortlidge, LS 6441

Date

LEGEND

LEASE LIMITS

STATE ROUTE 80

PARCEL 8
STATE OF CALIFORNIA
2010-076637

WEST GRAND AVENUE
STATE OF CALIFORNIA
2002-072863

LOT 5
10.72± AC.

PARCEL B

LEASE AREA
38,108± SQ. FT.
(0.8± AC)
(MEASURED IN
GROUND DISTANCES)

LOT 7
44.65± AC.

PARCEL MAP 10095
PM

Curve Table			
Curve	Radius	Delta	Length
C1	1457.00'	09°28'45"	241.05'
C2	343.00'	55°19'47"	331.23'
C3	282.00'	13°05'56"	59.90'

0 100 200

(IN FEET)
1 inch = 100 ft.

NOTE

BEARINGS AND DISTANCES ARE BASED ON
RECORD OF SURVEY NO. 990. ALL
DISTANCES SHOWN OR DERIVED FROM THIS
DRAWING ARE GRID. TO OBTAIN GROUND
LEVEL DISTANCES MULTIPLY BY 1.0000705.

EXHIBIT B
PLAT 2 - SLIVER AREA

CENTRAL GATEWAY
LEASE LIMITS

CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

C:\job811\111089\Maping\Plat2\PLAT 2.dwg 6/14/2012 9:25:39 AM PBT

RJA

RUGGERI-JENSEN-AZAR

ENGINEERS • PLANNERS • SURVEYORS
4893 CHARLOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9200

SCALE:
1"=100'

DATE:
6-15-2012

JOB NO.:
111089

A-2-19

ER 2031

OAK 0036969

EXHIBIT- "A"

Plat 7 - Sliver Area - Caltrans Under Freeway

Land Description of a parcel of land situate in the City of Oakland, County of Alameda, State of California, and being a portion of that certain parcel described as Parcel 56444 (West Grand Avenue) in a Quitclaim Deed recorded on February 13, 2002 under document no. 2002-072863 in the Official Records of said County, and being more particularly described as follows:

Beginning at the southwest corner of said Parcel 56444, same being a northern corner of Lot 5 as shown upon Parcel Map 10095 filed on August 13, 2013, in Book 324 of Parcel Maps at Pages 324 Official Records of said County; Thence along the west line of Parcel 56444 (West Grand Avenue) for the following two (2) courses: (1) North 71° 46' 34" East - 328.35 feet, and (2) North 72° 19' 59" East- 313.59 feet to the northwest corner of Parcel 56444 (West Grand Avenue); Thence along the north line of Parcel 56444 (West Grand Avenue) for the following two (2) courses: (1) South 23° 49' 55" East - 152.50 feet, and (2) South 57° 29' 34" East - 25.31 feet; Thence across Parcel 56444 (West Grand Avenue) for the following three (3) courses: (1) South 80° 43' 54" West - 331.10 feet for the beginning of a curve to the left, (2) in a westerly direction 126.66 feet along the arc of said curve to the left, having a radius of 593.69 feet and through a central angle of 12° 13' 24", and (3) South 68° 30' 30" West - 25.57 feet to a point on the south curving line of Parcel 56444 (Wake Avenue), being a curve to the left from which point the center bears South 17° 34' 01" West; Thence in a northwesterly direction 227.33 feet along the arc of said curve to the left, having a radius of 1457.00 feet and through a central angle of 08° 56' 22" to **POINT OF BEGINNING**, containing 72,935 square feet (1.6 acres), more or less, measured in ground distances, as depicted on the Plat labeled (Exhibit "B" Plat 7 - Sliver Area - Caltrans Under Freeway), attached and hereby made part of the land description.

Bearings and distances called for herein are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon that certain map entitled Record of Survey 990, filed in Book 18 of Record of Surveys, Pages 50-60, Official Records of the said County of Alameda. To obtain ground level distances, multiply distances called for herein by 1.0000705.

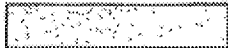
End of Description

This description and its accompanying plat were prepared by me, or under my direction, in June 2012.

Scott A. Shortlidge, LS 6441

Date

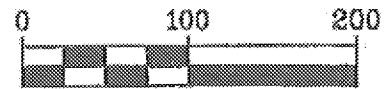
LEGEND



LEASE LIMITS

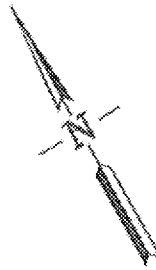
NOTE

BEARINGS AND DISTANCES ARE BASED ON
RECORD OF SURVEY NO. 990. ALL
DISTANCES SHOWN OR DERIVED FROM THIS
DRAWING ARE GRID. TO OBTAIN GROUND
LEVEL DISTANCES MULTIPLY BY 1.0000705.



(IN FEET)

1 inch = 100 ft.



LEASE AREA
72,935± SQ. FT.
(1.6± AC)
(MEASURED IN
GROUND DISTANCES)

EAST BAY MUNICIPAL
UTILITY DISTRICT
2007-243205

WEST GRAND AVENUE
STATE OF
CALIFORNIA
2002-072863

PARCEL 8
STATE OF CALIFORNIA
2010-076687

LOT 5
10.72± AC.

PARCEL MAP 10095
PM

BURMA ROAD
PARCEL B

LOT 7
44.65± AC.

EXHIBIT B

PLAT 7

SLIVER AREA - CALTRANS
UNDER FREEWAY

LEASE LIMITS

CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

RAJ\JSC\MINI\607\Maping\Plats\PLAT 7.dwg 5/5/2012 2:19:31 PM PDI



RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4880 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9390

SCALE:
1"=100'

DATE:
9-5-2012

JOB NO.:
111069

A-2-22

ER 2034

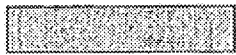
OAK 0036972

EXHIBIT A-3

Billboard Sites

Exhibit A-3-1

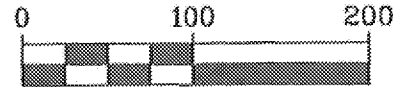
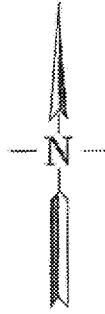
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EASEMENT AREA

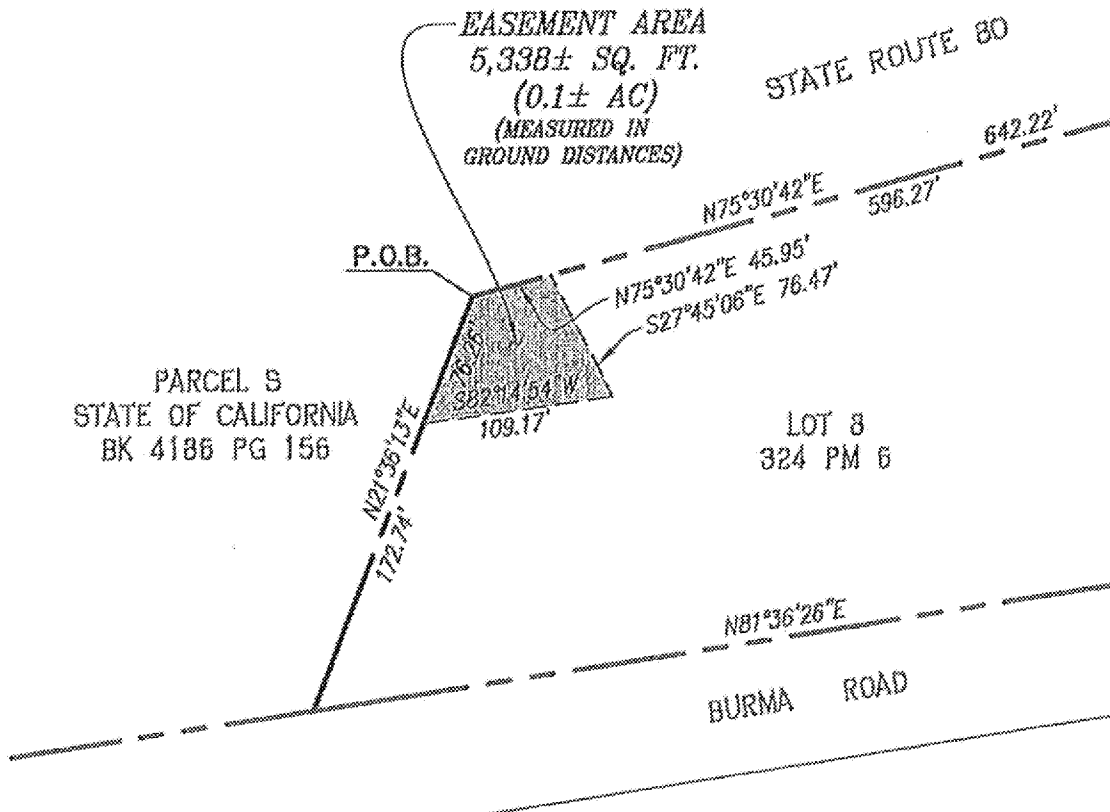
P.O.B.

POINT OF BEGINNING



(IN FEET)

1 inch = 100 ft.



NOTE

BEARINGS AND DISTANCES ARE BASED ON RECORD OF SURVEY NO. 990. ALL DISTANCES SHOWN OR DERIVED FROM THIS DRAWING ARE GRID. TO OBTAIN GROUND LEVEL DISTANCES MULTIPLY BY 1.0000705.

EXHIBIT B
BILLBOARD 1

EASEMENT 11

CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

GA:\job2013\11055\Mapping\11055\EASEMENT 11.dwg



RUGGERI-JENSEN-AZAR

ENGINEERS • PLANNERS • SURVEYORS
6690 CHADBY DRIVE, SUITE 200 PLEASANTON, CA 94566
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:
1"=100'

DATE:
10-17-2013

JOB NO.:
111069

A-3-2

ER 2036

OAK 0036974

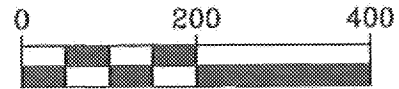
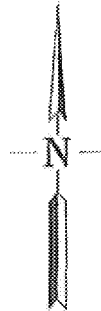
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FEE AREA

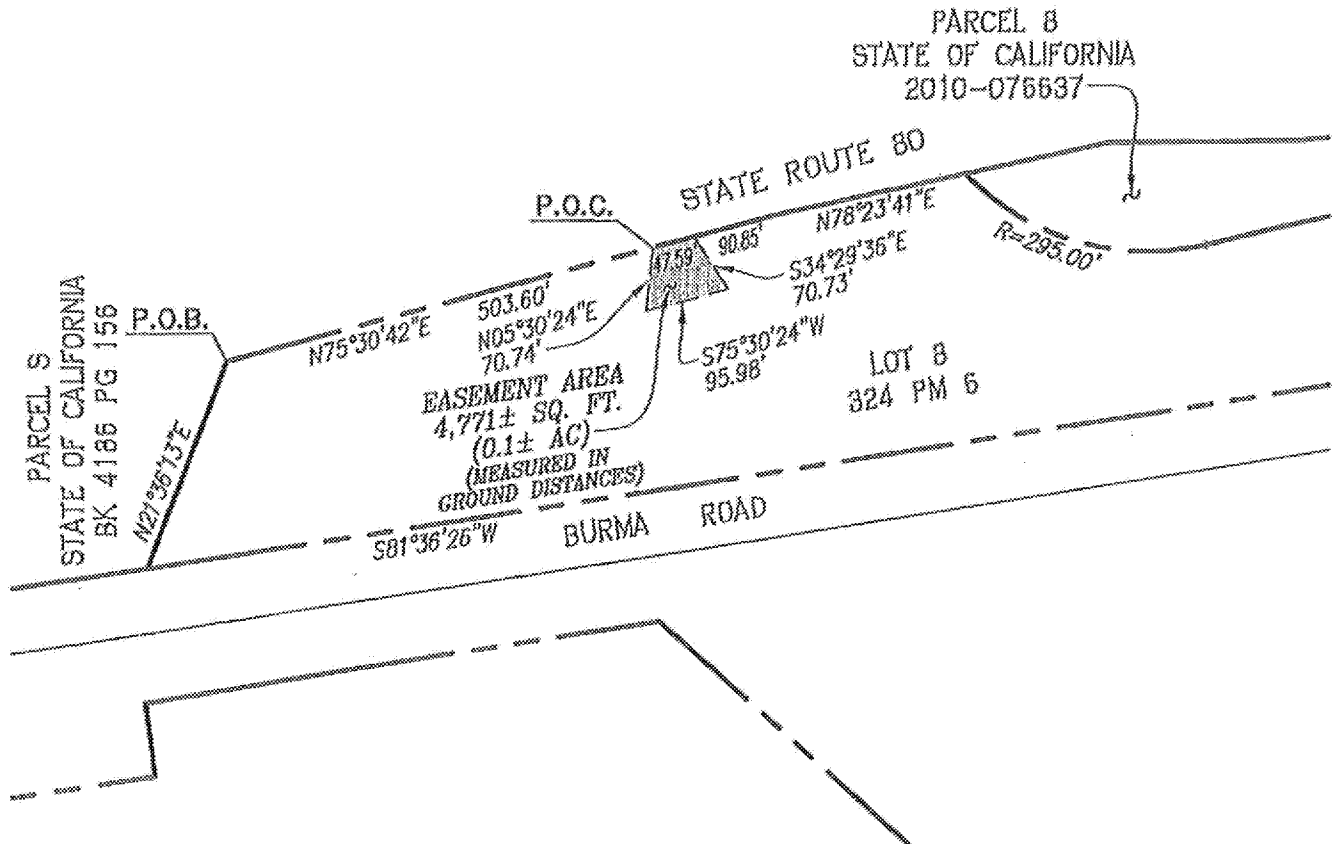
P.O.B. POINT OF BEGINNING

P.O.C. POINT OF COMMENCEMENT



(IN FEET)

1 inch = 200 ft.



NOTE

BEARINGS AND DISTANCES ARE BASED ON
RECORD OF SURVEY NO. 990. ALL
DISTANCES SHOWN OR DERIVED FROM THIS
DRAWING ARE GRID. TO OBTAIN GROUND
LEVEL DISTANCES MULTIPLY BY 1.0000705.

EXHIBIT B
BILLBOARD 2

EASEMENT 16

CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

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RUGGERI-JENSEN-AZAR

ENGINEERS • PLANNERS • SURVEYORS
1650 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:
1"=200'

DATE:
10-17-2013

JOB NO.:
111069

A-3-3

ER 2037

OAK 0036975

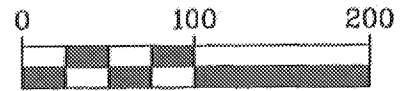
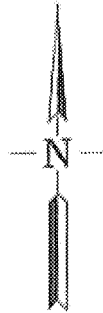
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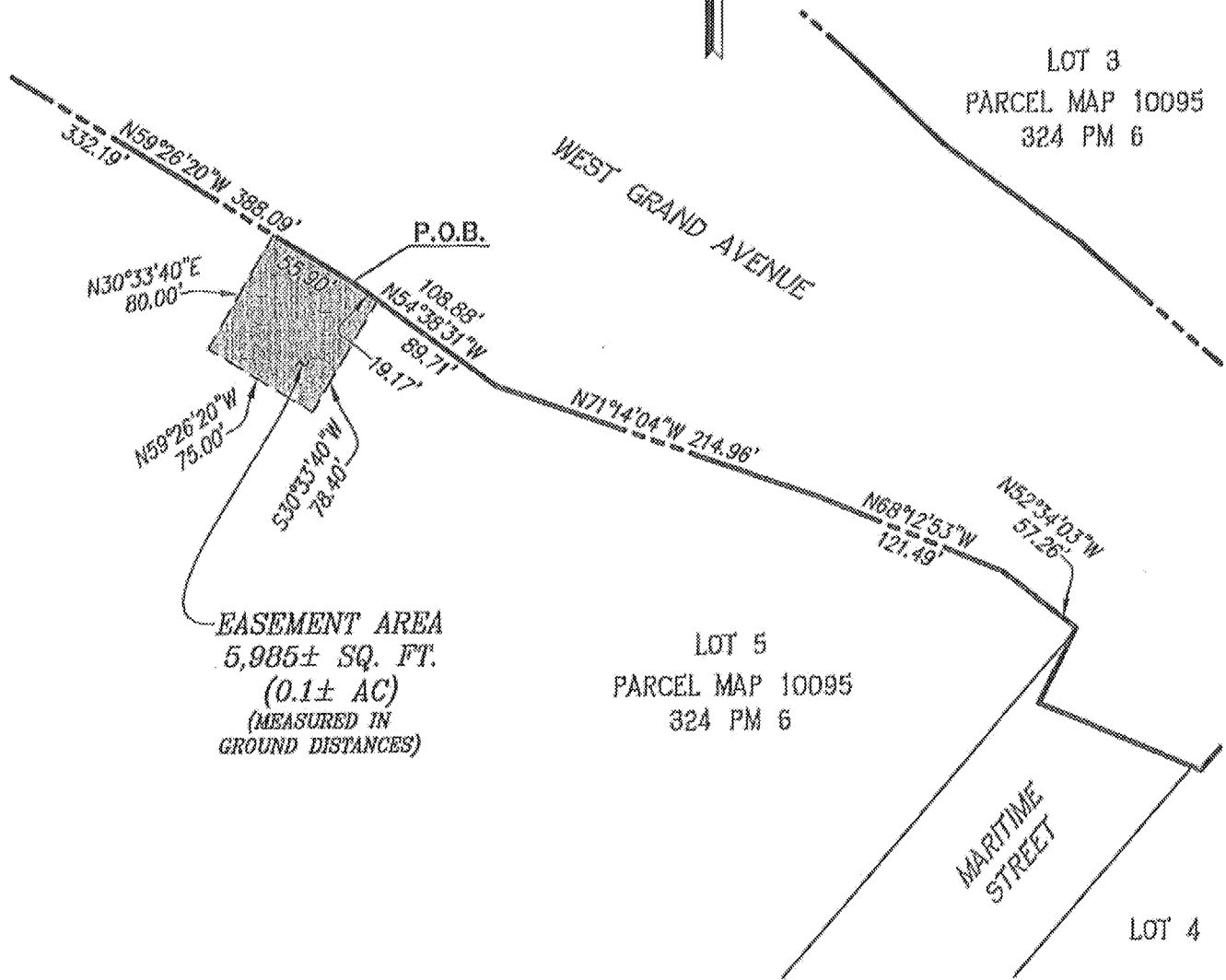
EASEMENT AREA

P.O.B.

POINT OF BEGINNING



(IN FEET)
1 inch = 100 ft.



NOTE

BEARINGS AND DISTANCES ARE BASED ON
RECORD OF SURVEY NO. 990. ALL
DISTANCES SHOWN OR DERIVED FROM THIS
DRAWING ARE GRID. TO OBTAIN GROUND
LEVEL DISTANCES MULTIPLY BY 1.0000705.

EXHIBIT B
BILLBOARD 3

EASEMENT 13

CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

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RUGGERI-JENSEN-AZAR

ENGINEERS • PLANNERS • SURVEYORS
4890 CHARLOT DRIVE, SUITE 200 PLEASANTON, CA 94566
PHONE: (925) 227-8100 FAX: (925) 227-9300

SCALE:
1"=100'

DATE:
10-17-2013

JOB NO.:
111069

A-3-4

ER 2038

OAK 0036976

LEGEND



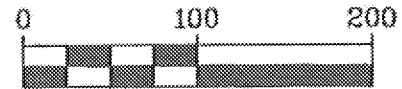
EASEMENT AREA

P.O.C.

POINT OF COMMENCEMENT

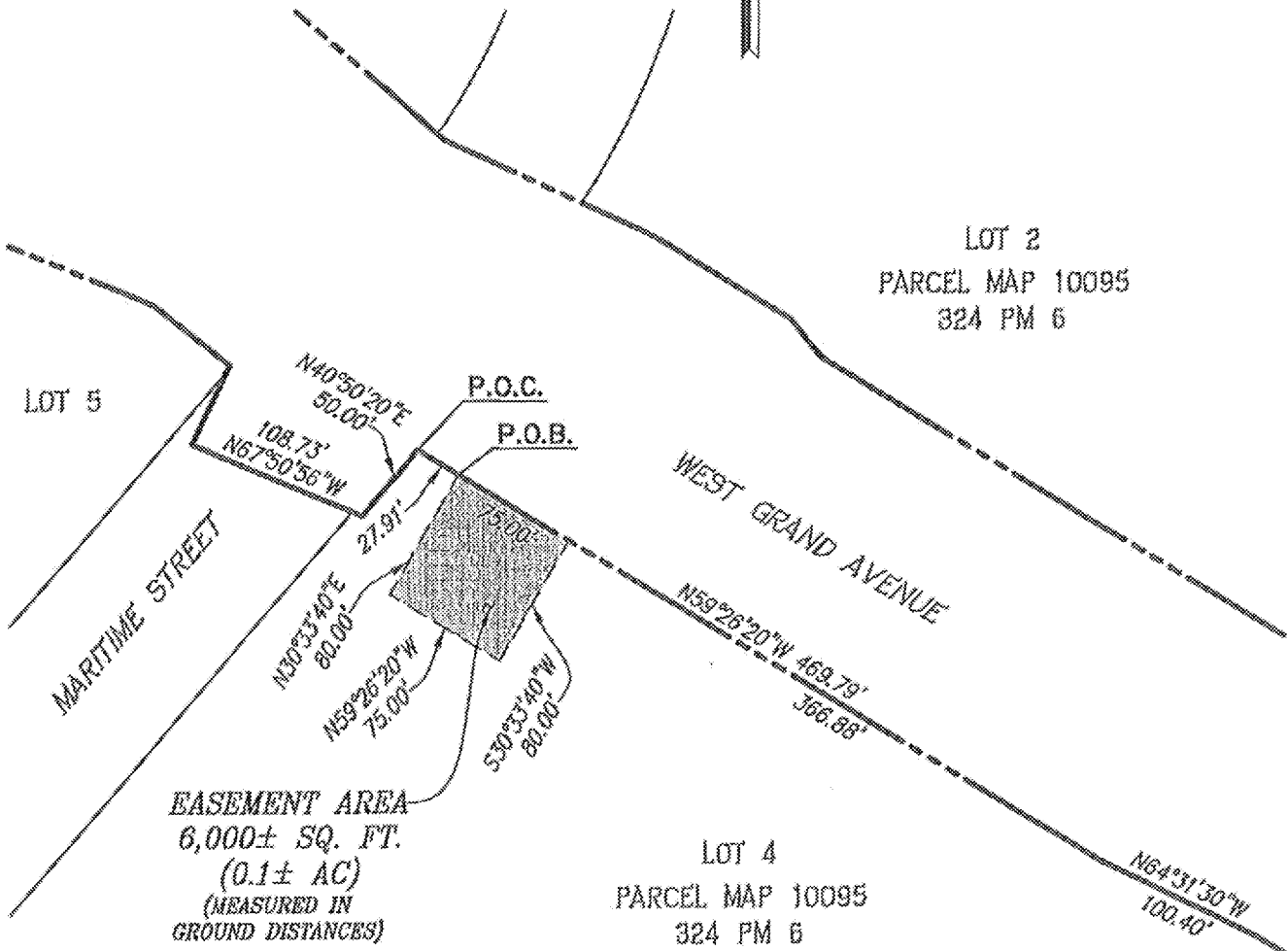
P.O.B.

POINT OF BEGINNING



(IN FEET)

1 inch = 100 ft.



NOTE

BEARINGS AND DISTANCES ARE BASED ON RECORD OF SURVEY NO. 990. ALL DISTANCES SHOWN OR DERIVED FROM THIS DRAWING ARE GRID. TO OBTAIN GROUND LEVEL DISTANCES MULTIPLY BY 1.0000705.

EXHIBIT B
BILLBOARD 4

EASEMENT 14

CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

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RUGGERI-JENSEN-AZAR

ENGINEERS • PLANNERS • SURVEYORS
4590 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94566
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:
1"=100'

DATE:
10-17-2013

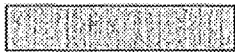
JOB NO.:
111069

A-3-5

ER 2039

OAK 0036977

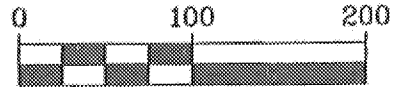
LEGEND



EASEMENT AREA

P.O.B.

POINT OF BEGINNING



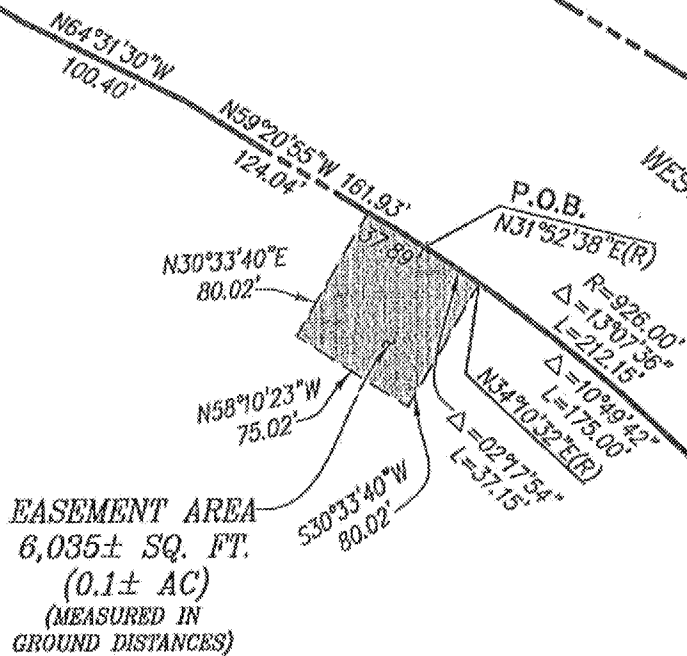
(IN FEET)

1 inch = 100 ft.

LOT 2
PARCEL MAP 10095
324 PM 6

LOT 1
PARCEL MAP 10095
324 PM 6

WEST GRAND AVENUE



NOTE

BEARINGS AND DISTANCES ARE BASED ON
RECORD OF SURVEY NO. 990. ALL
DISTANCES SHOWN OR DERIVED FROM THIS
DRAWING ARE GRID. TO OBTAIN GROUND
LEVEL DISTANCES MULTIPLY BY 1.0000705.

EXHIBIT B
BILLBOARD 5

EASEMENT 15

CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

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RUGGERI-JENSEN-AZAR

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4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:
1"=100'

DATE:
08-06-2013

JOB NO.:
111069

A-3-6

ER 2040

OAK 0036978

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 No. 13182 C.M.S.); and
6. The Gateway Industrial Design Standards (Resolution No. 84498 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 C

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 4.11-2: 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 4.4-3: Maritime and port-related emission reduction plan.	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 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 DARB Project SCA/MMRP (as revised by City Council on 7-16-13).

EXHIBIT C

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 6% and 7), development and implementation of carrier ballast water education program.	Developer
Modified Mitigation Measure 4.12-12: For Berths 7 and 8 (Wharves 6% 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.	Developer
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 4.6-3: 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 OARS.	Developer
Modified Mitigation Measure 4.6-14: Limits on demolition or deconstruction of contributing structures to the OARS 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-4: Erosion and Sedimentation Control Plan.	City Developer
Mitigation 4.13-3: 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 GEO-1: Greenhouse Gas (GHG) Reduction Plan.	Developer
Hazards and Hazardous Materials	
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

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: LSP 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 LSP-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 4.7-27: 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 SDCD.	City Developer
Mitigation 2.5-1: 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
None	
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 Outreach	
Mitigation FO-1: Stakeholder Review of Air Quality and Trucking Plans	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	

EXHIBIT C

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

Mitigation Measure 3.16-1: 7th Street & I-880 Northbound Off-ramp (#12) ⁷ .	City
Mitigation Measure 3.16-2: San Pablo Ave & Ashby Avenue (#82)	City
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 3.16-1 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 4.3-8: Emergency service program and emergency evacuation plan using waterborne vessels.	Developer
With regard to Maritime Street between 7 th Street and West Grand Avenue: 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: 13-foot wide area along the entire east side of Maritime Street.	City
With regard to North Maritime (formerly Wake Avenue): Mitigation Measure 3.16-8: 2 travel lanes in each direction.	City
With regard to Burma Road between Maritime Street and West Oakland (Burma Road): Mitigation Measure 3.16-9: 9-foot wide area along the entire north side of Burma Street. Mitigation Measure 3.16-10: 7-foot wide area along the entire south side of Burma Street.	City
With regard to Burma Road between Stationer Street and Railroad Tracks (Burma Road): 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
With regard to Burma Road between Railroad Tracks and Gateway Park (Burma Road): 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
With regard to Emergency Access: 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

⁷ 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

SCA TRANS-2: 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 4.3-5: Conformance with City of Oakland or Port development standards with facilities that support transportation alternatives to the single-occupant automobile.	City Developer
Mitigation 4.3-10: Developer-sponsored parking demand study.	Developer
SCA TRANS-2: Construction Traffic and Parking.	City Developer
Mitigation 4.3-13: Traffic Control Plan (TCP).	City Developer
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 (#6).	City
Mitigation Measure 3.16-22: 6th 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 (#3).	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

EXHIBIT C

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

Mitigation Measure 3.1G-32: Powell Street & Mollie Street (#37).	City
Mitigation Measure 3.1G-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
Underground Utilities	
SCA UTL-3: Underground Utilities.	City
SCA UTL-5: Improvements to 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]

PROJECT CONCEPTUAL SITE PLAN

EXHIBIT D-1

D-1-2

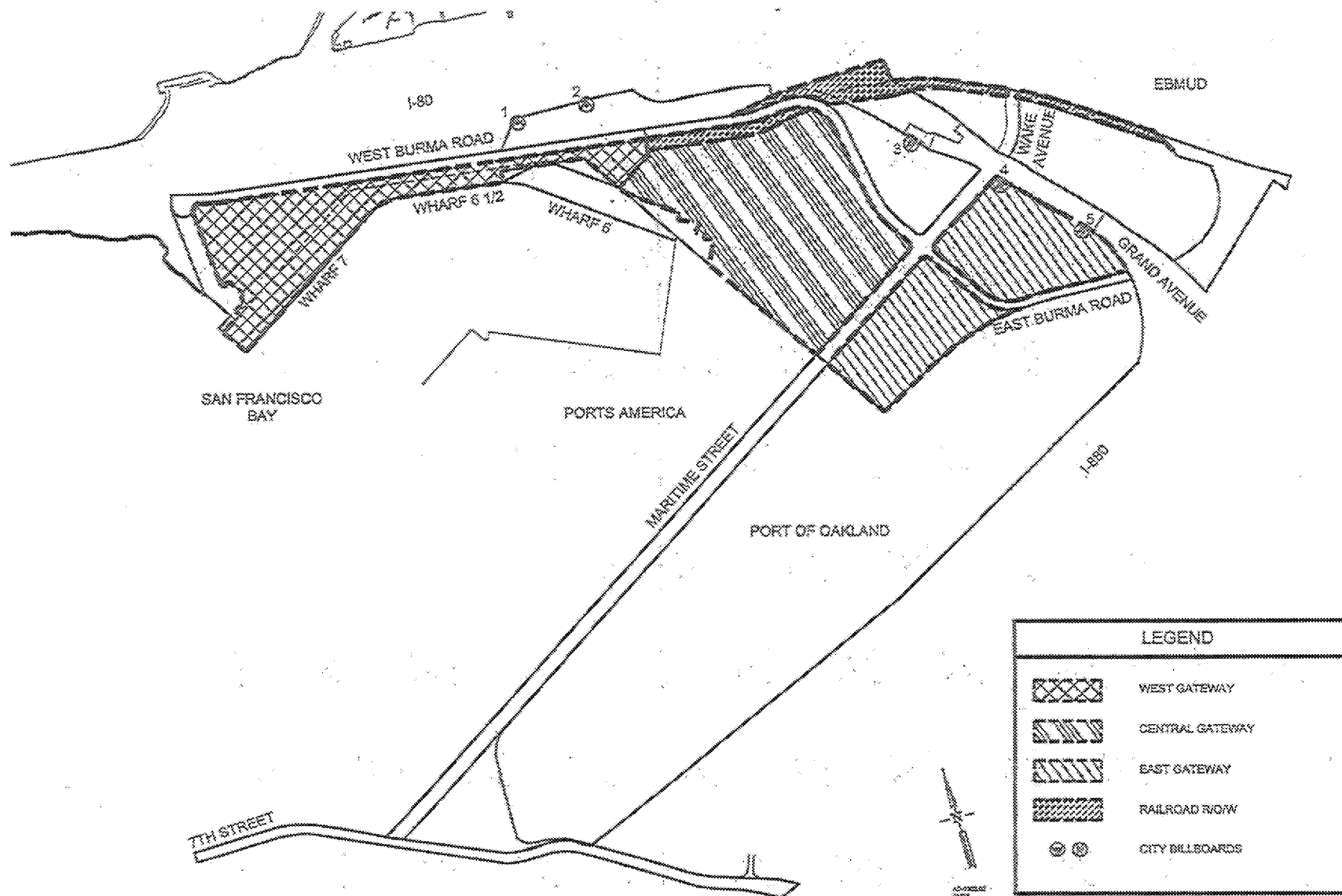


Exhibit D-2

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	General Billboard Location	Size	Sides	Display Type
1	Bay Bridge approx. 300' East of Toll Plaza – South Line, East & West Face	20'H x 60'W	2	LED
2	Bay Bridge approx. 800' East of Toll Plaza – South Line, West Face	20'H x 60'W	2	Backlit
3	I-880 West Grand approx. 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 approx. 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.