

OAK CENTER URBAN RENEWAL PLAN

(California R-49)

Adopted November 30, 1965

As Amended February 7, 2006

This is the Oak Center Urban Renewal Plan originally adopted by the Oakland City Council on November 30, 1965, and subsequently amended or supplemented on December 16, 1986; December 20, 1994; July 20, 2004; December 21, 2004; February 7, 2006.

Redevelopment Agency of the City of Oakland

TABLE OF CONTENTS

I. GENERAL STATEMENTS.....3
A. Project Boundaries.....3
B. Description of Project Area.....4
C. Types of Proposed Renewal Activities.....5
D. Applicability of Municipal Codes and City Ordinances.....6

II. LAND USE PLAN.....6
A. Land Uses.....6
B. Land Use Provisions.....6
C. Duration of Land Use Provisions.....11

III. MINIMUM PROPERTY REHABILITATION STANDARDS11

IV. PROJECT PROPOSALS.....11
A. Properties to be Acquired.....11
B. Properties Not to be Acquired.....12
C. Owner Participation.....12
D. Redeveloper’s Obligation.....13
E. Additional Covenants.....13

V. PROVISIONS NECESSARY TO MEET STATE AND LOCAL REQUIREMENTS.15
A. Method of Financing.....15
B. Pledge of Taxes to Pay Loans or Obligations of Agency Incurred as Project Costs.....15
C. Payment for Properties Acquired by Condemnation.....17
D. Vacation and Dedication of Public Right-of-Way Shall be Accomplished by
Procedures Consistent with State and Local Laws.....17

VI. CHANGES IN APPROVED PLAN.....17

Exhibit I ó Land Use Plan Map

Exhibit II ó Thoroughfare and Street Rights-of-Way Map

I. GENERAL STATEMENTS

A. Project Boundaries

This Redevelopment Plan for the Oak Center Project, hereinafter referred to as the "Plan", is being carried out by the Redevelopment Agency of the City of Oakland, hereinafter referred to as the "Agency", under the provisions of the California Community Redevelopment Law. The Project Area is situated in the City of Oakland, County of Alameda, and is more particularly described as follows:

BEGINNING at the point of intersection of the northern line of 10th Street with the western line of Poplar Street, and running thence along the last-named line northerly to the direct prolongation easterly of the southern line of 12th Street, as said 12th Street now exists between Cypress and Kirkham Streets; thence along said prolongation and along said southern line of 12th Street, westerly to the eastern line of Cypress Street; thence along the last-named line northerly to the southern line of Lot 15 in Block 583, as said lot and block are shown on that certain map entitled "Map of the Subdivision of a part of Block 583, Oakland Calif., W. F. Boardman, C. E." which map was filed April 25, 1891 in Book 10 of Maps, at Page 56, in the office of the County Recorder of Alameda County; thence along the last-named line and along the southern line of Lot 14 in said Block 583, as last-said lot is shown on said map, easterly to the eastern line of Lot 8 in said Block 583, as last-said lot is shown on said map, thence along the last-named line southerly to the northern line of 14th Street; thence along the last-named line easterly to the western line of Poplar Street; thence along the last-named line northerly to the southern line of 16th Street; thence along the last-named line westerly to said eastern line of Cypress Street; thence along the last-named line northerly to the northern line of 18th Street; thence along the last-named line easterly to the western line of Market Street; thence northeasterly in a direct line to a point on the northern line of 19th Street, last-said point being the most southern corner of that certain parcel of land described in the deed from Dorothy Mae Brown to the City of Oakland, dated August 15, 1951 and recorded August 27, 1951 in the office of the Recorder of Alameda County, California, under Recorder's Series No. AF72358; thence along the northwestern boundary line of said parcel of land northeasterly to the western line of Curtis Street; thence northeasterly in a direct line to the point of intersection of the eastern line of Curtis Street with the northern line of 20th Street; thence along the last-named line easterly to the eastern line of Brush Street; thence along the last-named line southerly to the northern line of 11th Street; thence along the last-named line westerly to the western line of Market Street; thence along the last-named line southerly to the northern line of 10th Street; and thence along the last-named line westerly to the point of beginning.

EXCEPTING THEREFROM, the following described two parcels of land:

PARCEL 1:

All of Lots Numbers 12, 13, 14, 15, 16, 17, 18, 19 and 20, as said lots are laid down, delineated and so designated upon that certain map entitled R. J. McMullen's

Subdivision of Block 576, etc., filed March 26, 1907, in the office of the County Recorder of said County of Alameda.

PARCEL 2:

COMMENCING at a point in the westerly line of Union Street distant thereon North 15° 56øEast 25.53 feet from the point of intersection of said westerly line of said Union Street with the northerly line of 12th Street, as said Union Street and said 12th Street are laid down, delineated and so designated upon that certain map entitled R. J. McMullenø Subdivision of Block 576, etc., hereinafter referred to; and running thence along said westerly line of said Union Street North 15° 56øEast 198.47 feet to the northerly boundary line of Lot Number 11; said Lot Number 11 is laid down delineated and so designated upon that certain map entitled R. J. McMullenø Subdivision of Block 576, etc., hereinafter referred to; thence along said northerly boundary line of said Lot Number 11, North 74° 04øWest 115 feet to the westerly boundary line of said Lot Number 11; thence along the easterly boundary lines of Lots Numbers 28, 27, 26, 25 and 24, as said Lots Numbers 28, 27, 26, 25 and 24 are laid down, delineated and so designated upon that certain map entitled R. J. McMullenø Subdivision of Block 576, etc., hereinafter referred to, North 15° 56ø East 155 feet to the northerly boundary line of said Lot Number 24; thence along said northerly boundary line of said Lot Number 24, North 74° 04øWest 15 feet to the easterly boundary line of Lot Number 21, as said Lot Number 21 is laid down, delineated and so designated upon that certain map entitled R. J. McMullenø Subdivision of Block 576 etc., hereinafter referred to; thence along said easterly boundary line of said Lot Number 21, North 15° 56øEast 100 feet to the southerly line of 14th Street, as said 14th Street is laid down delineated and so designated upon that certain map entitled R. J. McMullenø Subdivision of Block 576, etc., hereinafter referred to; thence along said southerly line of said 14th Street North 74° 04øWest 100 feet to the easterly line of Poplar Street, as said Poplar Street is laid down, delineated and so designated upon that certain map entitled, R. J. McMullenø Subdivision of Block 576, etc., hereinafter referred to; thence along said easterly line of said Poplar Street South 15° 56øWest 146 feet, thence southeasterly on the arc of a circle of 517.65 feet radius, deflecting to the left or Eastward, a distance of 180.3 feet; thence southeasterly on the arc of a circle of 311.81 feet radius, deflecting to the left or Eastward and tangent to said arc of 517.65 feet radius, a distance of 223.2 feet to the point of commencement.

Being portions of Lots Numbers 4, 5, 6 and 7, all of Lots Numbers 8, 9, 10, 11, 21, 22, 23 and 24 and portions of Lots Numbers 25, 26, 27, 28, 29, 30, 31 and 32, as said lots are laid down, delineated and so designated upon that certain map entitled R. J. McMullenø Subdivision of Block 576, etc., filed March 26, 1907, in the office of the County Recorder of said County of Alameda.

B. Description of Project Area

The Project Area is a blighted, deteriorated and deteriorating area, the redevelopment of which is necessary to effectuate the public purposes of the California Community Redevelopment Law.

The area contains a substantial number of buildings which are of defective design and physical construction; which contain obsolete interior arrangement and exterior spacing; which provide inadequate ventilation, light, sanitation, open space and recreation facilities; and which are in deteriorating condition.

The area is environmentally deficient because of a mixture of incompatible use types; because of an obsolete subdivision pattern; and because of inadequate streets, open spaces and utilities. The area is characterized by depreciated values, impaired investments, social and economic maladjustment and by an improper utilization of land.

C. Types of Proposed Renewal Activities

In order to remedy the blighting influences in the Project Area, the Agency ó in accordance with applicable Federal, State and Local Laws ó will undertake the following activities:

1. The acquisition by purchase, gift, exchange, condemnation or any lawful manner of real properties within the Project Area when such properties are inconsistent with the Land Use Plan or are properties or owners who refuse to or are unable to rehabilitate their properties in accordance with the Agency's Rehabilitation Standards for the Project.

No eminent domain proceedings to acquire property within the Oak Center Redevelopment Project Area shall be commenced beyond December 16, 1998. [See Ordinance No. 10824 C.M.S., 12.16.1986; CRL section 33333.4]
2. Provide relocation assistance to the occupants living in structures that are to be demolished, and when necessary, in structures to be rehabilitated.
3. The clearance of structures which are either inconsistent with the proposed land uses of the Plan or are found to be infeasible of rehabilitation.
4. The acquisition, improvement, and/or rehabilitation of a limited number of properties for demonstration purposes.
5. The resale of acquired properties subject to their being rehabilitated in accordance with the Agency's Rehabilitation Standards for the Project.
6. The disposition of all property acquired with the stipulation that the property be used in accordance with the objectives, provisions and intent of this Plan.
7. Provide for owners of properties to participate whenever possible in the renewal of their property if it is done in conformity with the Plan.
8. Install, cause to be installed, or coordinate the installation of all public improvements necessary for the proper treatment of the Project Area.
9. Install, cause to be installed, or coordinate the installation of an underground utility system equivalent to the existing overhead system within these portions of the Project Area zoned residential, subject to availability of funds from the federal government.

D. Applicability of Municipal Codes and City Ordinances

The municipal code and ordinances of the City of Oakland now in force or hereafter enacted shall apply within the Project Area except to the extent that the same are, or may hereafter be, less restrictive than the express provisions of the Plan. In such cases, the provisions of the Plan shall govern.

II. LAND USE PLAN

A. Land Uses

1. The general land uses proposed for the Project Area are indicated on the Land Use Plan Map, Exhibit I.
2. Major street and easement vacations and dedications are indicated on the Thoroughfare and Street Rights-of-Way Map, Exhibit II.
3. Public and institutional uses are indicated on the Land Use Plan Map, Exhibit I.

B. Land Use Provisions

1. General

- (a) Certain existing service stations may remain in the Project Area under the following conditions:
 - (1) Approximately 10% of the total area of the property must be devoted to landscaping in accordance with a landscape plan prepared by a Landscape Architect and approved by the Agency.
 - (2) There are no extraneous commercial activities in relation to the actual needs of the motorist in the servicing of his vehicle.
 - (3) Curb cuts are limited to the minimum necessary to provide convenient and safe access to the facilities.
 - (4) Signs are limited to: one non-moving, non-flashing sign, not to exceed 65 square feet in area on each face and with a maximum height limit of 26 feet above grade, and two accessory signs with a maximum of 25 square feet each, not to exceed the height of the roof line of the main structure nor to extend into any street right-of-way. Total area of all sign surface is limited to 230 square feet.
 - (5) No building, structure, facility, sign, or use of land shall be constructed, established, repaired or altered without written approval having first been obtained from the Redevelopment Agency.
 - (6) The three service stations listed below will remain as non-conforming uses. If these service stations cease to be used as service station sites, they shall revert to residential use.

Standard Oil Service Station
1127 6 14th Street

76 Union Oil Service Station
1156 ó 14th Street

Shell Service Station
1232-38 ó 14th Street

2. Residential Use Districts

(a) Objectives: A design controlled area, containing a mixture of residential building types, public use and incidental non-residential uses so oriented as to form a well designed neighborhood. Based on a maximum density of 40 dwelling units per net acre, the residential area will contain from 2,000 to 2,500 dwelling units.

(b) Permitted Uses:

(1) Residential uses, including the following:

- a. Single family detached homes and row housing.
- b. Multiple family.
- c. Combinations of the above building types.
- d. Special purpose housing such as housing for the elderly.

(2) Special purpose uses such as nursing homes, semi-public uses, and institutional uses.

(3) Existing commercial uses may remain in the residential section of the Project provided that the Agency determines they meet the following criteria:

- a. The use is a small neighborhood retail establishment primarily serving the local residents.
- b. The type of business is complementary to the residential character of the neighborhood in which it is located.
- c. The physical appearance of the structure housing the use harmonizes or can be remodeled and landscaped to harmonize with the residential character of the neighborhood in which it is located.
- d. The use does not generate or create traffic congestion.
- e. The use does not produce crowds, noise, odors, air pollution, glare, heat, vibration, dirt or is otherwise detrimental to the health, safety and general welfare of the neighborhood.
- f. The commercial use is limited to commercial establishments engaging in the sale or transfer of goods or merchandise for personal or household use, including: Barber Shop, Beauty Shop, Drug Store, Laundry and Dry Cleaning pick up station, Shoe or Clothing Repair, Food Store, Business or Professional Office, or similar convenience type neighborhood retail and service commercial. Existing service stations or liquor stores may be permitted only if located on a major street.

- g. Any such use shall not be expanded or enlarged. Any such use which is abandoned or terminated for any reason for a period of one year will not be allowed to be re-established. This section does not prohibit the change of ownership or a change to another commercial use as listed in paragraph (f) of this section.

(c) Site Requirements

- (1) Height Limitations: Residential structures will be limited to a height of forty-five feet in the area west of Myrtle Street, except along major streets.
- (2) Off-Street Parking: One permanent usable off-street parking space shall be provided on site by the property owner for each dwelling unit in each newly constructed building. The required off-street parking for rehabilitated residential buildings shall be located on site when possible, or in the case of group parking facilities, within a convenient distance of the structure served. Churches shall provide one space for each 8 seats. The Agency may waive or vary this requirement for properties to be rehabilitated upon a finding that lack of on-site parking is not a blighting influence in the area and upon a finding that due to special limiting factors, such as topography or location of structure on lot or in relation to adjacent structure, on-site parking cannot be provided. As a first alternative every effort shall be made to provide group off-street parking facilities.
- (3) Usable Open Space: Usable ground area shall be devoted to outdoor recreational space, play area or other forms of usable open space excluding parking and service areas for each dwelling unit on the following basis:

2 bedroom and over ó 300 square feet

Studio and one bedroom ó 200 square feet

Rooming units ó 150 square feet

Open space provided by balconies may be substituted for usable space at ground level, but balconies must have a minimum of 40 square feet of usable floor area with a minimum depth of five feet and must serve only one dwelling unit to be considered.

- (5) Spacing and Orientation Requirements: Buildings shall be spaced and oriented on the site to provide for adequate light and air to all habitable rooms; to provide adequate privacy for all units; and to protect units from excessive noise sources such as street traffic and play areas.

- a. Spacing: New construction in open, cleared areas.

Whenever two walls of the same or separate structures one or both of which have a window providing the main exposure for a living room are directly opposite one another, the minimum distance between such walls shall be the average heights of such walls, but in no case shall such distance be less than 18 feet, nor be required to exceed 50 feet; in other cases, the distance between building walls shall be a minimum of the average heights of the walls, but not required to exceed 18 feet. A wall

shall be deemed to be directly opposite another wall whenever a line drawn perpendicularly in a horizontal plane at ground level from the center point of either wall intersects the other wall.

b. Spacing: New or existing structures adjacent to existing structures.

In cases where sufficient land area permits, requirements will be the same as in open land areas. The minimum distance between structures shall be six feet. However, on a case by case basis where structures are so oriented that strict adherence to these requirements would work unnecessary hardship on the developer or adjacent property owner and a finding can be made that there is no violation of the spirit of these regulation, they may be modified.

c. Setback Requirements:

No buildings shall be constructed within ten feet of any street right-of-way line.

d. Street Access:

Where an alternative exists in the provision of vehicular access to new development on Market Street or on 14th Street, access shall be provided from the minor street.

(6) Landscaping: All open areas in the Project including pedestrian ways, open parking areas, service areas, building setback areas and parking strips shall be fully landscaped. All landscaping shall be in accordance with plans approved by the Agency.

(7) Signs:

a. Residential: Signs erected outside residential buildings shall be of permanent materials, shall be limited to signs or structural symbols containing such information as is needed to control circulation of vehicular and/or pedestrian traffic. Such signs may be free standing or attached to a building, must not exceed five square feet in area and must be approved by the Agency

b. Non-Residential: Signs for non-residential uses must be non-flashing, non-moving indirectly illuminated and must be flat against the building wall. They must be limited to two identification signs naming or describing the business. Size will be limited to a total of 20 square feet in area and must be approved by the Agency.

3. Industrial Area

(a) Objectives: Establish a design controlled industrial area of mutually compatible uses which are not objectionable to neighboring residential areas.

(b) Permitted Uses:

- (1) Any use meeting the Site Requirements listed below and including but not limited to warehousing, light manufacturing, wholesaling and similar general commercial and distribution type uses and service stations.
 - (2) Semi-public uses.
 - (3) Residential, hotel-motel and any primarily open storage or open yard or scrap yard operation shall not be permitted.
- (c) Site Requirements:
- (1) Smoke, noise, odor, or other nuisances shall be controlled sufficiently to be unobjectionable beyond the site boundaries. For parcels adjacent to or fronting on residential areas, these conditions shall not exceed those created by traffic on adjacent streets.
 - (2) Setbacks: Buildings shall be setback a minimum of ten feet from any street right-of-way (the front property) line. Existing standard structures are excepted from this requirement.
 - (3) Off-Street Parking:
 - a. One off-street parking space shall be provided by the owner or developer for each 1-1/2 employees on maximum shift.
 - b. Parking spaces shall not be provided closer than five feet to any street right-of-way line and shall be provided so as to prevent the necessity for backing cars onto public streets.
 - c. Off-street parking and loading areas shall be surfaced with asphaltic or portland cement concrete.
 - (4) Off-Street Loading: Loading space and room for maneuvering must be provided on site and in such a way as to result in the minimum interference with pedestrian or automobile movement in public rights-of-way, provided that when, in the judgment of the Agency, a use requires a minimum of loading, such space may be provided off site. Off-street loading berths shall be a minimum of 45 feet in length, 12 feet in width, and 14 feet high; one such berth shall be provided for structures of 20,000 to 100,000 square feet floor area and two berths for structures from 100,000 to 300,000 square feet floor area. The Agency may waive or vary off-street loading and parking requirements for properties to be rehabilitated if physical limitations make it impossible to provide such facilities and upon showing that on-street loading and parking do not constitute a traffic impediment and are not a blighting influence in the area.
 - (5) Landscaping and Surfacing: Landscaping shall be provided by the redeveloper in (a) public rights-of-way adjacent to property, (b) in required setback areas, and (c) as screening in parking areas. All land must be landscaped or surfaced unless completely enclosed by an opaque fence of 6 feet minimum height. Uses adjacent to or across from residential uses shall have a sufficient landscape screen to eliminate nuisance factors according to landscaping plans approved by the Agency.

(6) Signs:

- a. For properties facing or adjacent to residential areas, signs must be non-flashing, non-moving, indirectly illuminated, and must be placed flat on building wall covering not in excess of 5 percent of surface of wall nor extending out more than 18 inches from the surface.
- b. For all other properties, signs may not be higher than roof line nor extend into any part of the street rights-of-way. They must be non-flashing and non-moving.

- (7) Storage of Materials: Incidental open storage of materials is permitted provided it is on site within a landscaped enclosure, consisting of a 6 foot opaque fence. Material so stored must not be visible from the street.

C. Duration of Land Use Provisions

The provisions of the Land Use Plan shall be filed as restrictive covenants running with Project Land, and shall be made part of each contract for new development or for owner participation agreement. The commencement date of the covenants shall be the date of approval of the Plan by the Oakland City Council. They shall remain in full force and effect for a period of 40 years. Thereafter, they shall continue in effect until changed or released by 50% of the property owners of the land within the Project; provided that nothing in this paragraph shall be interpreted to exclude or release property in the Project at any time from the operation of building codes, housing codes, zoning ordinances or other controls to the extent to which they are more restrictive than are presently in force or may be enacted by the City Council. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

III. MINIMUM PROPERTY REHABILITATION STANDARDS

The minimum property rehabilitation standards for existing structures are contained in a document entitled "The Minimum Property Rehabilitation Standards for the Oak Center Project Area", which document is incorporated in the Plan by reference.

IV. PROJECT PROPOSALS

A. Properties to be Acquired

1. In order to improve the Project Area by providing for necessary public facilities, all privately owned properties located in areas designated for Public Use shall be acquired, cleared and disposed of for public reuse in accordance with the Land Use Plan.
2. Within the areas designated for Industrial Use all residential properties and/or any other property whose use is not permitted by the Land Use Plan shall be acquired, cleared and disposed of for uses permitted in the Plan.

3. Within the area designated for Residential Use all industrial and/or commercial properties or any other property whose use is not permitted by the Land Use Plan shall be acquired. However, commercial properties which provide a particular service to the residential area may remain subject to the provisions relating to non-conforming uses as set forth under II.B.1.a., II.B.2.b.(3)., and Section III.

B. Properties Not to be Acquired

All residential properties within the residential area and all industrial properties within the industrial area will not be acquired if the owner of such property enters into an owner participation agreement, agreeing to rehabilitate his property in accordance with the Agency's Rehabilitation Standards for the Project. Any residential property acquired by the Agency because of failure of the owner to comply may, at the discretion of the Agency, be:

1. Rehabilitated by the Agency for demonstration purposes and resold. Such rehabilitation demonstrations will not include more than (1) 100 dwelling units, or (2) 5% of the total number of dwelling units in the project area which, under the Urban Renewal Plan, are to be rehabilitated, whichever is lesser.
2. Sold provided the purchaser agrees to rehabilitate the property in accordance with the Land Use Plan and the Rehabilitation Standards adopted by the Agency for the Project.
3. Cleared of all structures and the land resold.
4. Rehabilitated by the Agency under existing or future legislation and resold.

C. Owner Participation

1. In order to insure the compliance of all properties with the Land Use Plan and Rehabilitation Standards adopted by the Agency for the Project, owners of all properties not designated for acquisition shall enter into an Owner Participation Agreement with the Agency. Failure to enter into such an agreement shall subject the property to acquisition.
2. The Owner Participation Agreement shall detail the action and/or improvements required to bring the property into compliance with Land Use Plan and Rehabilitation Standards.
3. Owners desiring participation shall be obligated to fulfill the conditions of the Owner Participation Agreement within a reasonable period of time as established by the Agency.
4. Failure on the part of the owner to perform under the terms of an executed Participation Agreement will cause the Agency to seek any and all remedies available under law for the purpose of achieving participation of all owners and the resulting improvement of this entire Project Area.
5. In order to implement Rehabilitation through Owner Participation, the Agency shall provide advisory services to property owners including general guidance on type of improvements, design of structures and financing.

D. Redevelopers Obligation

1. Purchasers of land within the Project Area shall be required to develop such land in accordance with the provisions of this Plan. The Agency shall have the right to withhold transfer of title to the land unless complete architectural plan and specifications for the building and site shall have been submitted to, reviewed and approved in writing by the Agency. The Agency shall have the right to refuse to approve any such plans or specifications for grading, parking and loading, construction, landscaping and signs, when in the opinion of the Agency, such plans or specifications do not conform with the conditions and objectives of the Plan.
2. Developers of Project land must complete development within such reasonable period of time as is agreed to with the Agency. No building shall be occupied during construction or until made to comply with all requirements as set forth herein. Every building or other structure placed on any of the Project land shall be constructed from new material except with written approval of the Agency.
3. No developer shall resell, lease, sublease or otherwise dispose of land purchased from the Agency until the construction, as approved by the Agency, has been completed, except with the prior written consent of the Agency.

E. Additional Covenants

1. Maintenance and Architectural Control.

The Agency, with the advice of property owners, shall have on-going maintenance and design control over all Project Area real property as follows:

- (a) The real property in the Project Area shall be maintained in such a manner as to protect the aesthetic qualities of the original redevelopment.
- (b) No rebuilding, remodeling or improvement of any real property in the Project Area shall be made without written approval of the plan therefore being first obtained from the Agency.
- (c) The Agency, or its successor as designated by the Agency, shall have the right to enforce the provisions of this Paragraph E; provided, however, that the owners of the real property in the Project Area shall have the right to organize a Maintenance and Architectural Control Committee which shall serve in an advisory capacity to the Agency upon all matters relating to maintenance and architectural control of the real property in the Project Area.

2. Parks and Walkways

All parks and walkways in the residential area, whether provided or maintained publicly or privately, shall be available for use of all residents of the Project Area.

3. Prevention of Discrimination

There shall be no discrimination because of race, color, religion, national origin or ancestry in the undertaking of this project.

- (a) The Redeveloper will comply with all State and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, religion, color or national origin in the sale, lease, or occupancy of the property.

Pursuant to California Health and Safety Code Section 33435, contracts entered into by the Agency relating to the sale, transfer, or leasing of land or any interest therein acquired by the Agency within any redevelopment or urban renewal area or project the provisions of said section in substantially the form set forth therein shall be included in such contracts shall further provide that the provisions of said section shall be binding upon and shall obligate the contracting party or parties and any subcontracting party or parties and all other transferees under the instrument.

- (b) All owners in the Project Area shall, pursuant to California Health and Safety Code Section 33436, submit real property transfer documents to the Agency for approval.

All owners of real property in the Project Area are required to submit to the Agency for approval, all deeds, leases, or contracts for the sale, lease, sublease, or other transfer of any land in the Project Area, and each such document shall contain, and no such document will be approved by the Agency unless it does contain, the respective nondiscrimination clauses as outlines below.

- (1) In deeds the following language shall appear: "The grantee herein covenants by and for himself, and all persons claiming under or through them, that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee himself or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees, in the premises herein conveyed. The foregoing covenants shall run in perpetuity with the land."

- (2) In leases the following language shall appear: "The lessee herein covenants by and for himself, his heirs, executors, administrators, and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased, nor shall the lessee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

4. Variances

Where unnecessary hardships, practical difficulties, or consequences inconsistent with the general purposes of this Plan result from the literal interpretation and enforcement of the restrictions and limitations imposed by this Plan, the Redevelopment Agency, upon receipt of a verified application from the owner of the property affected, stating fully the grounds of the application and facts relief upon, and upon its own further investigation may grant adjustments or variances under such conditions and safeguards as it may determine, consistent with the general purpose and intent of this Plan, provided that in no instance will any adjustments or variances be granted that will change or alter the land uses or other basic requirements of the Redevelopment Plan.

V. PROVISIONS NECESSARY TO MEET STATE AND LOCAL REQUIREMENTS

A. Method of Financing

1. After property acquisition, clearance of structures, installation of site improvements, construction of public facilities and resale of project land, the net cost of the Project is estimated to be \$39,500,000. This net cost will be shared partly by the Federal Government operating under the Housing Act of 1949 as amended, and partly by the City of Oakland.
2. In order to carry out the Project, it is estimated that \$36,900,000 in loan funds will be required. This amount will be provided as a Project temporary loan by the Federal Government; however, the Agency may seek any other legal means available for borrowing such funds if it results in a saving to the Project including but not limited to the issuance of Agency bonds. Such loan obligations as the Agency may incur shall not be a debt of the City of Oakland or the State of California or any of its political subdivision. Such obligations shall be payable out of funds or properties of the Agency and may include money from the sale of land, Federal Capital Grant Funds and funds received from the pledge of taxes as provided in Part D of this Section.

B. Pledge of Taxes to Pay Loans or Obligations of Agency Incurred as Project Costs

All taxes levied upon taxable property within the Project each year by or for the benefit of the State of California, County of Alameda, City of Oakland, and any district or other public corporation (hereinafter sometimes called "taxing agencies") after the effective date of the ordinance approving the Plan, shall be divided as follows:

1. That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of said taxing agencies upon the total sum of the assessed value of the taxable property in the Project as shown upon assessment roll used in connection with the taxation of such property by such taxing agency, last equalized prior to the effective date of such ordinance, shall be allocated to and when collected shall be paid into the funds of the respective taxing agencies as taxes by or

for said taxing agencies on all other property are paid (for the purpose of allocating taxes levied by or for any taxing agency or agencies which did not include the territory in the Project on the effective date of such ordinance but to which such territory has been annexed or otherwise included after such effective date, the assessment roll of the County last equalized on the effective date of said ordinance shall be used in determining the assessed valuation of the taxable property in the Project on said effective date), and

2. That portion of said levied taxes each year in excess of such amount shall be allocated to and when collected shall be paid into a special fund of the Agency to pay the principal of and interest on loans, moneys advanced to, or indebtedness (whether funded, refunded, assumed, or otherwise) incurred by the Agency to finance or re-finance, in whole or in part, the Project. Unless and until the total assessed valuation of the taxable property in the Project exceeds the total assessed value of the taxable property in the Project as shown by the last equalized assessment roll referred to in paragraph Number 1 of this sub-section B, all of the taxes levied and collected upon the taxable property in the Project shall be paid into the funds of the respective taxing agencies as taxes on all other property are paid. The portion of taxes mentioned in this paragraph 2 are hereby, and in any proceedings of the Agency for the advance of moneys or making of loans or issuance of bonds shall be irrevocably pledged for the payment of the principal of and interest on said advances, loans or bonds.

The number of dollars of the taxes referred to in Health and Safety Code Section 33670 which may be divided and allocated to the Redevelopment Agency of the City of Oakland pursuant to the Oak Center Redevelopment Plan shall not exceed Twelve Million Five Hundred and Seventy Two Thousand Dollars (\$12,572,000.00) [See Ordinance No. 10824 C.M.S., 12.16.1986; CRL section 33333.4]

The Agency shall not establish or incur loans, advances or indebtedness to finance in whole or in part the Project beyond January 1, 2004. [See Ordinance No. 11761 C.M.S., 12.20.1994; CRL section 33333.6]. There shall be no time limit on the establishment of loans, advances, and indebtedness paid from the Redevelopment Agency's Low and Moderate Income Housing Fund, and no time limit on the establishment of debt to fulfill the Redevelopment Agency's affordable housing obligations. [See Ordinance No. 12724 C.M.S., 2.7.2006; CRL section 33333.6(e)(4)]

The Agency shall not pay indebtedness or receive property taxes pursuant to Section 33670 from the Project Area after January 1, 2022, except as may otherwise be provided by Section 33333.6 of the Community Redevelopment Law. [See Ordinance No. 12642 C.M.S., 2.21.2004; CRL section 33333.6]

C. Duration and Effectiveness of this Plan

The provisions of this Redevelopment Plan shall be effective, and the provisions of other documents formulated pursuant to this Redevelopment Plan may be made effective, until January 1, 2012, except that the nondiscrimination and nonsegregation provisions shall run in perpetuity. After this time limit on the duration and effectiveness of the Redevelopment Plan, the Agency shall have no authority to act pursuant to the Redevelopment Plan except to pay previously incurred indebtedness and to enforce existing covenants or contracts, except as may otherwise be provided by Section 33333.6

of the Community Redevelopment Law. [See Ordinance No. 12642 C.M.S., 2.21.2004; CRL section 33333.6]

D. Payment for Properties Acquired by Condemnation

Condemnation of properties or a limited interest in properties is considered necessary should owners fail to participate in accordance with standards and objectives of this Plan, or sell to the Agency. Should it become necessary for the Agency to acquire property by condemnation, owners of such properties shall be paid the fair market value of said properties as required by law.

E. Vacation and Dedication of Public Right-of-Way Shall be Accomplished by Procedures Consistent with State and Local Laws

Street dedications are covered by Sections 11500-11640 of the Business and Profession Code. Street vacations are covered by Sections 8300-8331 of the Streets and Highways Code. Both vacations and dedications of public rights-of-way shall be consistent with City Ordinances.

VI. CHANGES IN APPROVED PLAN

The Plan may be amended in accordance with Sections 33450-33456 of the California Health and Safety Code:

A.

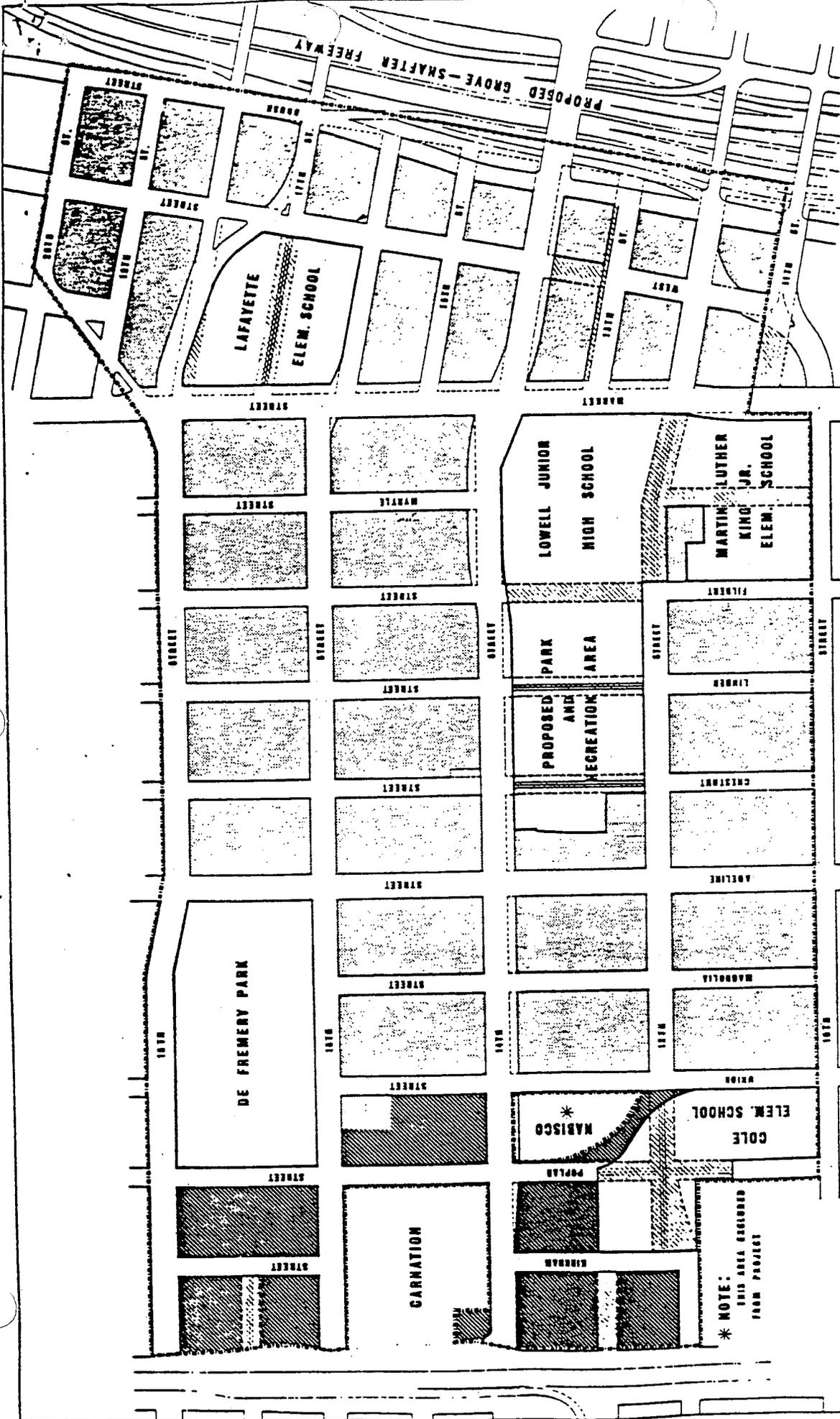
If at any time after the adoption of a Redevelopment Plan for a Project Area by the Legislative Body it becomes necessary or desirable to amend or modify such Plan, the City Council may amend such Plan upon the recommendation of the Agency. Before recommending amendment of the Plan the Agency shall hold a public hearing on the proposed amendment. Notice of such hearing shall be published pursuant to Section 6063 of the Government Code prior to the date of hearing in a newspaper of general circulation, printed and published in the community, or, if there is none, in a newspaper selected by the Agency. The notice of hearing shall include a legal description of the boundaries of the area designated in the Plan to be amended and a general statement of the purpose of the amendment. Copies of the notices shall be mailed to the last known assessee of each parcel of land within such boundaries, at his last known address as shown by the records of the assessor for the community, and to persons, firms, or corporations which have acquired property within such boundaries from the Agency, at his last known address as shown by the records of the Agency. The notice shall be mailed both by first class mail and by certified mail with return receipt requested. If after the public hearings the Agency recommends substantial changes in the Plan which affect the General Plan adopted by the City Council, such changes shall be submitted to the Planning Commission for its report and recommendation to the City Council within 30 days after such submission.

After receiving the recommendation of the Agency concerning such changes in the Plan, and not sooner than 30 days after the submission of changes to the Planning Commission, the City Council shall hold a public hearing on the proposed amendment, notice of which hearing shall be published in a newspaper in the manner and at the times designated

above for notice of hearing by the Agency. If after such hearing the City Council determines that the amendments in the Plan, proposed by the Agency, are necessary or desirable, the City Council shall adopt an ordinance adopting the Plan thus amended.

B.

In addition, after sale, disposition or agreement to participate by owners, no amendment shall be enacted or adopted which will adversely affect to a substantial degree the interest of such owners who purchased land or agreed to participate.



OAK CENTER PROJECT

EXHIBIT I

LEGEND

- RESIDENTIAL RE-USE
- INDUSTRIAL RE-USE
- PUBLIC OR QUASI-PUBLIC RE-USE
- STREET TO BE VACATED
- NEW STREET RIGHT-OF-WAY
- UTILITY EASEMENT
- PROJECT BOUNDARY

LAND USE PLAN

CODE R-213

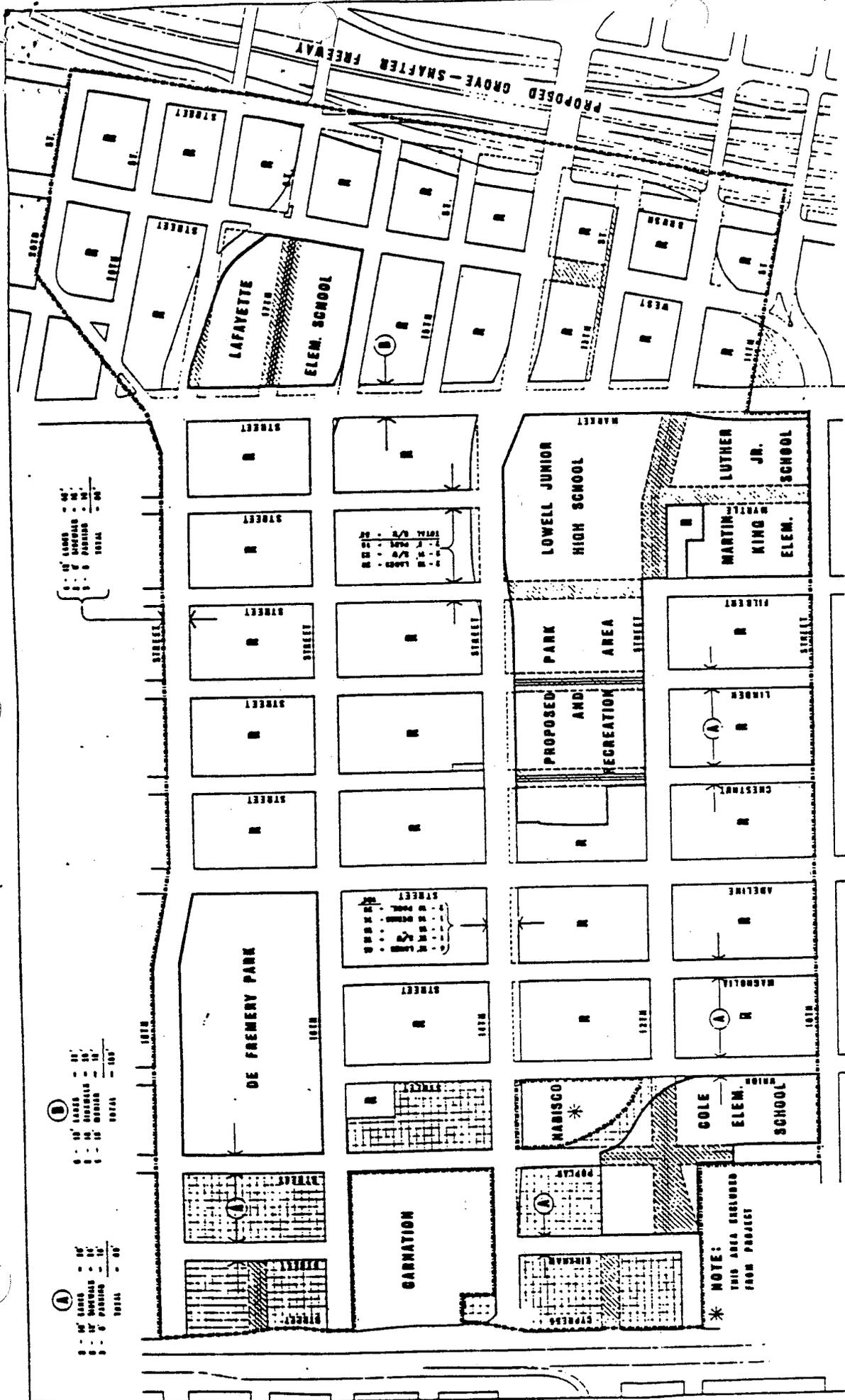
SEPTEMBER 15, 1970

REDEVELOPMENT AGENCY OF THE CITY OF OAKLAND

ALAMEDA COUNTY, OAKLAND, CALIFORNIA

CALIFORNIA 8-66





10' LANE - 10'
 10' SIDEWALK - 10'
 10' PARKING - 10'
 TOTAL - 30'

10' LANE - 10'
 10' SIDEWALK - 10'
 10' PARKING - 10'
 TOTAL - 30'

10' LANE - 10'
 10' SIDEWALK - 10'
 10' PARKING - 10'
 TOTAL - 30'

OAK CENTER PROJECT
 CALIFORNIA 94612

EXHIBIT II

LEGEND

[Symbol] STREET TO BE VACATED [Symbol] INDUSTRIAL
 [Symbol] NEW STREET RIGHT-OF-WAY [Symbol] UTILITY EASEMENT
 [Symbol] RESIDENTIAL [Symbol] PROJECT BOUNDARY

THOROUGHFARE AND STREET RIGHTS-OF-WAY

CODE R-215
 SEPTEMBER 15, 1970
 REDEVELOPMENT AGENCY OF THE CITY OF OAKLAND
 OAKLAND, ALAMEDA COUNTY, CALIFORNIA

* NOTE:
 THIS AREA ENCLOSED
 FROM PROJECT