Attachment 4

Billboard Agreement

[See attached]

BILLBOARD FRANCHISE AND LEASE AGREEMENT

Between

THE CITY OF OAKLAND

THE OAKLAND REDEVELOPMENT AGENCY SUCCESSOR AGENCY

And

PROLOGIS CCIG OAKLAND GLOBAL, LLC

Dated

October 23, 2012

BILLBOARD FRANCHISE AND LEASE AGREEMENT

THIS BILLBOARD FRANCHISE AND LEASE AGREEMENT ("Agreement"), dated October 23, 2012 (the "Execution Date"), by and between **THE CITY OF OAKLAND**, a municipal corporation (herein referred to as "**City**"), the Oakland Redevelopment Successor Agency, the successor agency to the former Redevelopment Agency of the City of Oakland ("**ORSA**"), (together, for ease of reference in the body of this Agreement only, herein referred to as "City" or "Landlord"), and **PROLOGIS CCIG OAKLAND GLOBAL, LLC**, herein referred to as "Developer" or "Tenant" (the City and Developer are sometimes individually referred to herein as a "Party," and collectively as the "Parties").

WITNESSETH:

WHEREAS, City owns certain sites (each a "Site") located in a portion of the former Oakland Army Base, as more particularly described and depicted on the Site Map shown on **Exhibit A-1**, with the legal description thereof described on **Exhibit A-2**, both exhibits which are attached hereto and incorporated herein by this reference (collectively, the "Premises");

WHEREAS, Developer desires to use or sublease the Premises for the purpose of installing certain advertising structures and selling outdoor advertising space thereon, and generating revenue for City; and

WHEREAS, Developer desires to lease the Premises from Landlord, and subject to obtaining the necessary permits, to cause the construction of up to five (5) outdoor advertising structures at the locations on the Premises designated as "Billboard Location" in **Exhibit A-3** attached hereto (hereinafter referred to as "Advertising Structures") on the Premises, for the purpose of selling outdoor advertising for display on such Advertising Structures; and

WHEREAS, City and Developer wish to enter into this Agreement regarding the Premises, to provide for the installation of the Advertising Structures on the Premises, selling outdoor advertising space on such Advertising Structures, and sharing of revenue derived from such sales, all pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for the better promotion of civic purposes and commerce, and for and in consideration of the faithful performance of Landlord and Tenant of the terms, covenants and conditions hereof and of the payments herein provided to be made by Tenant, Landlord and Tenant hereby agree as follows:

1. Lease and Description of the Premises; Conditions Precedent.

1.1. Lease and Description. Landlord hereby leases to Tenant and Tenant hereby accepts the lease of the Premises specified in this Agreement, with rights of access, ingress and egress to and to install, maintain, operate, repair and replace, and provide utilities to the Advertising Structures to be constructed thereon, including across the real property surrounding the Premises and more particularly described and depicted on **Exhibit A-2** attached hereto and incorporated herein by this reference ("Access Areas"). To the extent possible, Tenant shall utilize best efforts to (a) access the Premises from public streets and rights-of-way,

and (b) avoid disruption to activities and operations occurring in or adjacent to the Access Area or the land adjacent to the Premises.

(a) Tenant acknowledges and agrees that upon not less than sixty (60) days' prior written notice to Tenant, Landlord shall have the right to relocate all or any portion of the Access Areas, provided that the new Access Areas will be substantially the same in size and accessibility, as the Access Areas described in this Section 1.1. All actual and reasonable, out-of-pocket costs incurred by Tenant as a result of each such relocation shall be paid by Landlord.

(b) This Agreement is subject to (i) all ground leases, easements, covenants, conditions, restrictions, reservations, rights of way, liens, encumbrances and other matters of record set forth in **Exhibit C** attached hereto and incorporated herein, (ii) all matters discoverable by physical inspection of the Premises or that would be discovered by an accurate survey of the Premises, and (iii) all matters known to Tenant or of which Tenant has notice, constructive or otherwise.

1.2. Relocation. Upon reasonable prior written notice to Tenant, Landlord may relocate all or any portion of the Premises to another site ("Relocation Site") located within the relocation area described on **Exhibit A-3**, provided that: (1) Landlord and Tenant shall reasonably agree in identifying the exact location that the Tenant would develop and operate an Advertising Structure within a Relocation Site; (2) any such proposed relocation would be subject to appropriate analysis under the California Environmental Quality Act ("CEQA") and adoption of appropriate CEQA findings supporting such relocation; (3) the City's Planning Department has approved the relocation and design; and (4) Tenant is able to obtain all necessary permits to install and operate the Advertising Structures and Displays at a Relocation Site. The City will be responsible for actual and reasonable out-of-pocket relocation costs (including costs for removal from the existing site and installation costs at the Relocation Site). The Minimum Annual Guarantee Payment (as defined below) shall be equitably abated during the period that Tenant is unable to operate the Advertising Structure on the portion of the Premises subject to relocation due to such relocation, and shall be prorated on the basis of a 365-day year for the first payment of Minimum Annual Guarantee Payment due for such Relocation Site . Other than the costs to be paid or reimbursed under this Section 1.2, Tenant waives all legal rights to relocation assistance pursuant to Section 24 of this Agreement.

1.3. Telecommunications Licenses. Tenant may grant telecommunications equipment licenses (which shall include, without limitation, cellular licenses) on the Advertising Structures as an ancillary use only. Any revenue derived from such licenses shall be included in "Other Revenue" as defined in Section 5.2. Such telecommunications equipment shall not interfere with or have a negative impact upon Tenant's operation of any Advertising Structure, or the operations, views, or lines of sight of any of the Displays (as hereinafter defined) or any of the faces on the Displays, or any use or operation of any land adjacent to the Premises. Tenant must obtain all required approvals, including City permits, before installing any telecommunications equipment on any Advertising Structure.

1.4. Reserved Easements. Landlord reserves to itself, together with the right to grant to others in the future, nonexclusive utility easements (including easements for construction, maintenance, repair, replacement and reconstruction) over, under, through, across

or on the Premises in locations that will not unreasonably interfere with Tenant's use of the Premises, operation of any Advertising Structure, or the operation, views, or lines of sight of any of the Displays. Tenant shall not be obligated to maintain or repair easement facilities unless the need for repair is caused by Tenant's negligence or other wrongful conduct. Any interference for work shall be temporary, and all work on the Premises shall proceed expeditiously. Tenant shall be given reasonable written notice before commencement of any work on the Premises. Landlord also reserves to itself the right to grant to others in the future nonexclusive easements over portions of the Premises for purposes of access to any adjacent land owned by Landlord including, without limitation, the right to grant access to improvements on adjacent land owned by Landlord, and for the construction, maintenance, repair, replacement or reconstruction of improvements or facilities located on such Landlord property, which will not unreasonably interfere with Tenant's use of the Premises or operation of any Advertising Structure, or the operation, views, or lines of sight of any of the Displays.

1.5. Condition Precedent to Landlord's Obligation to Deliver Sites #1 and Site #2. Notwithstanding any contrary provision of this Agreement, the Parties acknowledge and agree that Landlord's obligation to deliver to Tenant that portion of the Premises as more particularly described and depicted on **Exhibit A-1** as Site #1 and Site #2 to be leased to Tenant in accordance with this Agreement is conditioned upon Landlord obtaining all written approvals and agreements from the California Department of Transportation ("CalTrans") as may be deemed necessary or appropriate by Landlord or CalTrans with respect to Site #1 and Site #2. The foregoing is a condition precedent to all of Landlord's obligations under this Agreement with respect to Site #1 and Site #2, and such condition precedent may be waived only by a writing signed by Landlord. Unless and until such condition precedent has been satisfied, the term "Premises" shall mean all of the Sites described in **Exhibit A-1** except for Site #1 and Site #2. Landlord shall use commercially reasonable efforts to satisfy the condition precedent set forth in this Section 1.5. Landlord and Tenant agree to work cooperatively to secure Site #1 and Site #2 from CalTrans. In the event Site #1 or Site #2 is not secured from CalTrans, Landlord and Tenant will cooperate in an effort to maintain the development of a total of five (5) Advertising Structures on the Premises or additional premises, subject to formal approval of the City Council (hereinafter defined) in its sole and absolute discretion.

1.6. Execution of LDDA as a Condition Precedent. The execution of this Agreement by the City is conditioned upon the full execution and effectiveness of the Army Base Gateway Redevelopment Project Lease Disposition and Development Agreement ("LDDA").

1.7. Execution of Sublease with Foster as a Condition Precedent. Concurrently with the execution of this Agreement and as a condition precedent to the City's execution of this Agreement, Tenant and Foster Interstate Media Inc. ("Foster") shall enter into a sublease agreement with respect to the entire Premises on the terms and conditions set forth in the sublease agreement substantially in the form attached to this Agreement as **Exhibit D** (the "Foster Sublease"). Tenant agrees that it will not revise or amend the Foster Sublease in any way that will negatively affect the Rent payable to Landlord hereunder, without Landlord's prior written consent, which may be withheld or conditioned in Landlord's sole and absolute discretion. The City agrees on the Effective Date to enter into a non-disturbance agreement with Foster in substantially the form attached hereto as **Exhibit E**, to provide that so long as Foster is

not in default, upon a termination of this Agreement based on a default of Tenant or a termination pursuant to Section 2.3 below, the Foster Sublease will not be disturbed (the "Foster Non-Disturbance Agreement"). Tenant acknowledges and agrees that upon a termination of this Agreement and continuance of the Foster Sublease, the Foster Sublease (excluding Section 32(b) therein and as may be amended by the City solely to make the Foster Sublease consistent with the terms and conditions of this Agreement) shall become a direct lease and franchise agreement between Foster and the City whereunder the City shall have the sole right to receive all of the payments to be made by Foster thereunder and Tenant shall have no right to any portion of the Gross Revenues (as defined below).

1.8. Condition Precedent Regarding Governmental Approvals. As a condition precedent to the effectiveness of this Agreement, the City shall have obtained the approvals described in LDDA Section 2.2.1within the timeframe set forth in the LDDA.

2. Term; Termination of LDDA.

2.1. Term. This Agreement is effective ("Effective Date") upon satisfaction of the conditions precedent set forth in Sections 1.6, 1.7 and 1.8 above, and shall have a term of sixty-six (66) years commencing on the Effective Date, unless otherwise set forth in this Agreement. The period from the Effective Date until the expiration or any such earlier termination, of this Agreement is referred to herein as the "Term."

2.2. Termination of the LDDA without Default. Notwithstanding any contrary provision of this Agreement, if after this Agreement becomes effective and prior to the expiration or earlier termination of this Agreement the LDDA is terminated for any reason other than as a result of a default by any party thereto, then this Agreement shall have a term of twenty (20) years commencing on the Effective Date (the "Initial Term"), and Tenant shall have two (2) consecutive options (the "Options") to extend such Initial Term for an additional ten (10) years each (the "Option Terms"). Tenant shall exercise each Option, if at all, by giving Landlord written notice thereof ("Option Notice") by not less than one hundred eighty (180) days' prior to the expiration of the Initial Term or the first Option Term, as the case may be. The words "Term" or "Term of this Agreement" shall include the Option Term(s), if this Section 2.2 is applicable and Tenant exercises its Option(s) as provided herein. The Option Terms shall be upon the same terms and conditions as provided for in the Initial Term. In the event Tenant does not deliver an Option Notice within the time specified, Tenant's option to extend shall terminate, and this Agreement shall expire as of the end of the Initial Term or the first Option Term, as the case may be.

2.3. Termination of the LDDA upon Default of Developer under LDDA. Notwithstanding any contrary provision of this Agreement, if after this Agreement becomes effective and prior to the expiration or earlier termination of this Agreement the LDDA is terminated as a result of a default by the developer under the LDDA, then (i) this Agreement shall have a term of twenty (20) years commencing on the Effective Date, without any right to any options to extend, and (ii) Landlord shall have the right, in its sole and absolute discretion and upon written notice to Tenant, to terminate this Agreement.

3. Use of Premises.

3.1. Required, Permitted, and Prohibited Uses. The Premises shall be used solely for the purpose of erecting, upgrading, renovating, constructing, repairing, maintaining, operating, removing and replacing (a) as its primary use, the Advertising Structures on the Premises, including advertising devices, power poles, communication devices, telecommunications equipment, and other supports or and connections for the operation of the Advertising Structures, (b) as ancillary uses only: (i) telecommunications equipment permitted pursuant to Section 1.3, and (ii) air monitoring equipment pursuant to Section 8(d), all in accordance with the terms and conditions of this Agreement. The Premises may not be used for any other purpose without Landlord's prior written consent, which may be withheld or conditioned in Landlord's sole and absolute discretion.

(a) Tenant shall also have the right of access to and egress from the Advertising Structures by Tenant's employees, contractors, agents and vehicles across the Access Areas, and the right to display, post, paint, operate and maintain advertisement on, and including all necessary electrical connections for, the display portion of the Advertising Structures (collectively, the "Displays") and to perform other activities reasonably necessary or useful for use of the Advertising Structures or the Displays.

(b) Tenant shall comply with and conform to all applicable laws and regulations, including but not limited to applicable laws and regulations pertaining to outdoor advertising. Tenant also agrees to comply with City of Oakland ordinances regulating outdoor advertising; provided, however, that pursuant to City of Oakland's Ordinance No. 12425 C.M.S., Tenant is not required to obtain local land use approvals for construction of the initial Advertising Structures in accordance with the approved Final Plans and Specifications under Section 4.4. Assuming Tenant has provided a fully completed building permit application with required fees, Landlord agrees in good faith to diligently process the building permit application as quickly as reasonably possible.

(c) Tenant hereby expressly agrees at all times during the Term of this Agreement, at its own cost, to maintain said Premises in good condition and order, and in compliance with any and all present and future applicable laws, ordinances and general rules or regulations of any applicable governmental authority now or at any time during the Term of this Agreement relating to sanitation or public health, safety or welfare or specifically relating to the Advertising Structures.

(d) Tenant agrees to indemnify, protect, defend and hold harmless Landlord and its officers, directors, shareholders, employees and agents from and against any and all penalties, liabilities, damages and charges (and including, without limitation, reasonable attorneys' fees and legal expenses incurred by Landlord in connection with such penalties, liabilities, damages or charges and proceedings) imposed or sought to be imposed on or involving Landlord for any violation of any laws, ordinances and regulations applicable to Tenant's use of the Premises, or caused by the acts or omissions by Tenant or by Tenant's sublessees, licensees or invitees in relation to the Premises.

3.2. Advertising Standards and Requirements. Tenant agrees to display on the Displays commercial advertisements in compliance with the advertising standards and requirements, as described in Exhibit F attached hereto and incorporated herein by this reference

(as may be amended in accordance with this Section 3.2,"Advertising Standards"). The City may revise the Advertising Standards from time to time by adding restrictions or prohibitions on the advertising of products that are substantially similar to alcohol, firearms or tobacco (as reasonably determined by the City), but only if the City has formally adopted by ordinance or resolution, as appropriate, a policy implementing (in its proprietary capacity) advertising restrictions or prohibitions on such substantially similar products. The Parties recognize and acknowledge that the City is implementing the Advertising Standards as a landlord of City property under its proprietary powers, and that the provisions hereof in no way affects the City's powers to regulate advertising, billboards, or related matters under its independent regulatory powers. Tenant shall submit any advertisement that it believes may be objectionable to Landlord before posting. Landlord may deny posting of an advertisement if Landlord reasonably determines that such advertisement violates the Advertising Standards. Landlord may require Tenant to provide reasonable proof or clarification of statements contained in any advertisement as a condition of use or continued use of advertising space for the advertisement. If Landlord determines that any advertisement fails to comply with any of the Advertising Standards, then Tenant shall remove such advertisement within three (3) business days following receipt by Tenant of a written notice of non-compliance from Landlord and after resolution of any dispute thereof pursuant to the terms of this Agreement. Tenant's failure to remove the non-complying advertisement within such period shall constitute a material breach of this Agreement and Landlord may, at its sole discretion, seek any remedies available to Landlord referred to in Section 13 hereof. Tenant shall, at its sole cost and expense, operate and maintain the Advertising Structures and Displays. Not later than the expiration of each ten (10) year period during the Term, the Parties and Foster (or the then current subtenant) shall review the quality of the then existing Advertising Structures and Displays on the Premises and reasonably agree on the need (if any) for, the type of, and timing of, any upgrades to the Advertising Structures and the Displays based on the then current state-of-the-art technology so as to maximize to the greatest extent reasonably possible Gross Revenues. Tenant shall be solely responsible for the costs of any upgrades to the Advertising Structures or the Displays. All Displays on the Advertising Structures shall be manufactured, installed and removed by Tenant in accordance with then-current industry standards. Tenant shall maintain all such Displays in good condition. Tenant shall affix to each of the Advertising Structures the name of the City of Oakland in conspicuous lettering visible to passing vehicles and in a format that is reasonably agreed to by Landlord and Tenant. Each of the Advertising Structures shall be illuminated per standard industry operating procedures in a manner which is sufficient to render it visible at night to passing vehicles, and which conforms to the illumination standards in the approved Final Plans and Specifications.

3.3. Tenant's Sales Efforts. Tenant shall use the Advertising Structures throughout the Term to display advertising to the public that Tenant is legally authorized to provide during the Term in a manner which will maximize to the greatest extent reasonably possible Gross Revenues during the Term. Tenant shall sell advertising space on prevailing market rate terms with no discounts or promotions unless consistent with prevailing market conditions. Tenant agrees that it will exercise its good faith business judgment, consistent with standard advertising industry business practices and then-existing economic and advertising sales conditions, to sell advertising in a manner so as not to undermine the Landlord's right to Rent. By way of example, and not limitation, Tenant shall not exercise bad faith in an attempt to minimize Rent by: (i) selling advertising on a

3.4. Display as part of a string or group of displays with an improper allocation of Gross Revenue attributable to such Displays; (ii) improperly discounting any Display in exchange for other business with its clients; or (iii) improperly minimizing any trade value Tenant receives in exchange for advertising on the Displays. Tenant, at its cost or through Foster, shall provide an experienced sales force that is capable of acquiring national, regional and local advertising in the greater San Francisco Bay Area.

(a) Tenant is responsible for fielding and responding to public inquiries or complaints regarding the Advertising Structures, Displays and their advertising content. Tenant shall notify Landlord's Designated City Representative (as defined in Section 27(a)) within twenty-four (24) hours when Tenant has received more than five (5) public complaints regarding a specific advertisement on the Advertising Structures.

(b) Tenant shall provide, or cause Foster to provide, to Landlord's Designated City Representative calendar quarterly reports describing in reasonable detail sales efforts undertaken by Tenant in the previous calendar quarter and the advertisers using the Displays, the terms of the advertisement arrangement made with such advertiser, and any other information reasonably requested by Landlord's Designated City Representative.

3.5. **Landlord Use of Advertising Space and Time**. Landlord shall have the right, at no cost to the City and with no effect on Rent payable to Landlord, to use five percent (5%) of all LED Display rotation time ("City Display Time") for advertising slots on the LED Displays and to place public service messages on the LED Displays; and, subject to the availability of LED Displays without paid advertising, to use additional LED Display rotation time of up to an additional five percent (5%) of all LED Displays ("Additional City Display Time") that are installed and operating, for a combined total, to the extent there are available LED Displays without paid advertising, of up to ten percent (10%) of all LED display time. City agrees that its messages on the LED Displays shall be City or CalTrans sponsored public service messages, and shall not be used by or sold to any third parties. City shall also have a right to post at any time emergency and amber alert type messages on the LED Displays for a reasonable period of time or as otherwise required by law. If the sign technology changes, City's rights on the new sign technology shall be comparable to its rights described herein. Landlord's use of the Additional City Display Time (but not the City Display Time) may be pre-empted by paid advertising at any time. The City agrees that until the earlier of (a) the date that is four (4) years after the Effective Date, or (b) Completion of the Public Improvements (each as defined in the LDDA), the City will allow Tenant to use up to one-half (1/2) of the City Display Time, subject to the City's prior written approval, which shall not be unreasonably withheld, solely for messages related to the construction of such Public Improvements that are solely informative in nature and are with respect to public aspects of such work (e.g., the jobs center or support by governmental agencies), and do not in any way promote private commercial activity or trade names. Tenant's use of such City Display Time shall not be used by or sold to any third parties.

4. **Permits; Construction of the Advertising Structures.**

4.1. **Notice to Proceed**. Tenant shall, or shall cause Foster to, commence work to obtain the permits within ten (10) business days after execution of this Agreement.

4.2. **Preliminary Plans**. The preliminary plans for each Advertising Structure, including lighting requirements, which have been approved by Landlord (in its proprietary capacity as landlord, and not for regulatory approval), are attached hereto as **Exhibit G** (the "Preliminary Plans").

4.3. **Permits**. Tenant shall, or shall cause Foster, at its or Foster's sole cost and expense, to use its best efforts to obtain all necessary governmental and quasi-governmental permits, approvals, and authorizations in connection with the installation and operation of the Advertising Structures and the Displays (collectively the "Permits") to install on the Premises at locations specified, and the number, type and design of Advertising Structures described on **Exhibit A-3**.

(a) Landlord shall reasonably cooperate with Tenant and Foster to obtain Permits from CalTrans and any other applicable governmental agency for installation of the Advertising Structures and the operation of the Displays on the Premises; provided, however, that, except for reasonable staff time, Landlord shall not be obligated to expend any out-of-pocket costs in connection therewith.

(b) Tenant agrees that once the Permits are obtained to construct the Advertising Structures in accordance with this Section 4.3, Tenant shall, or shall cause Foster to, maintain and/or take steps to renew those Permits during the Term of this Agreement and for such time after termination or expiration of this Agreement so as to fully transfer or assign the Permits to Landlord.

(c) Landlord further agrees that all Permits obtained in connection with the Advertising Structures shall be owned by and shall remain the property of Tenant (or Foster, pursuant to the Foster Sublease) during the Term of this Agreement. Upon the earlier to occur of (i) the expiration of this Agreement, or (ii) the termination of this Agreement upon the default of Tenant, Tenant shall cause all Permits to be assigned to and to become the property of Landlord; provided, however, that to the extent the Foster Sublease remains in effect upon the occurrence of the event described in (ii) above, pursuant to the Foster Non-Disturbance Agreement, the Permits shall not become the property of Landlord until the earlier to occur of the expiration of the Foster Sublease, or the termination of the Foster Sublease upon a default of Foster. The foregoing obligation of Tenant shall survive the expiration or any earlier termination of this Agreement. If this Agreement is terminated solely as a result of Landlord's default hereunder, then Tenant shall have no obligation to transfer the Permits to Landlord.

4.4. **Final Plans and Specifications**. The final design and height, final plans and specifications (including, without limitation, specifications on allowable illumination), and location on the Premises for the Advertising Structures (the "Final Plans and Specifications") shall be approved by Landlord; if they are consistent with and conform to the Preliminary Plans. Landlord will not unreasonably withhold, delay or condition its approval of the Final Plans and Specifications. In such case Landlord shall provide notice of approval of the Final Plans and Specifications in writing within fifteen business (15) days after receipt, and if applicable, Tenant

shall not commence construction on the Premises until after it has received Landlord's written notice of approval of the Final Plans and Specifications. If, as applicable, Landlord disapproves of the Final Plans and Specification, Landlord shall provide notice of disapproval of the Final Plans and Specifications in writing in the form of a letter to Tenant with the reasons upon which the rejection is based, and Landlord shall resubmit revised Final Plans and Specifications to Landlord for approval. Landlord's review of the Final Plans and Specifications shall be for its sole purpose and Landlord shall not be responsible for quality, design, Code compliance, or other matters, and Landlord shall have no liability whatsoever in connection therewith or for any omissions or errors in the Plans and Specifications. The Landlord-approved Final Plans and Specifications shall be the "Approved Plans and Specifications". Upon Tenant's request, Landlord agrees to cooperate directly with Foster regarding any approval required under this Section 4.4.

4.5. Construction. In accordance with the Permits and the Approved Plans and Specifications, Tenant shall commence promptly and proceed diligently to completion of construction of the Advertising Structures using then current state-of-the-art technology. All such construction or installation of the Advertising Structures shall be undertaken by Tenant at no cost to Landlord.

(a) Upon the commencement of any construction of the Advertising Structures, Tenant, or its contractors, at no cost or expense to Landlord, shall furnish to Landlord security (in the form of a bond, in cash or securities, or irrevocable letters of credit in amounts and on terms and conditions reasonably satisfactory to Landlord) concerning the Advertising Structures that are then being constructed and covering any obligation of Tenant under the prevailing wage requirements of this Agreement.

(b) Upon Tenant's completion of installation of the Advertising Structures or any other permitted improvements on the Premises, the security provided to Landlord pursuant to Section 4.5(a) shall terminate and Tenant shall submit to Landlord a copy of any certificate or permit which may be required by any federal, state, city or other governmental agency in connection with the completion or occupancy or use of said improvements by Tenant. Tenant shall furnish to Landlord a set of reproducible, final "AS BUILT" drawings of any and all such improvements not later than ninety (90) days following the completion, occupancy or initial use of such improvements by Tenant, whichever comes first.

(c) Tenant acknowledges and agrees that, except as otherwise expressly provided in this Agreement, Tenant shall, in no event, seek reimbursement from Landlord for Tenant's expenses incurred in pursuing the necessary Permits, for construction costs, for Tenant's lost profits, or for damages or reimbursement of any kind. The foregoing covenant of Tenant shall survive the expiration or any earlier termination of this Agreement.

(d) Tenant expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object except as specifically authorized by the Approved Plans and Specifications. In the event the aforesaid covenant is breached, Landlord reserves the right to enter upon the Premises and to remove the offending structure or object, all of which shall be at the expense of Tenant, and may at its option seek to enforce the remedies referred to in Section 13.

5. **Rent**. Tenant shall pay Rent to Landlord as provided below.

5.1. **Minimum Annual Guarantee Payment**. For each Lease Year (as defined below) during the Term of this Agreement, Tenant shall pay to Landlord a minimum annual guarantee payment per Site that is a part of the Premises ("Minimum Annual Guarantee Payment") as follows:

Site #	Site Description	Initial Minimum Annual Guarantee Payment (per Site)
1	Site subject to approval by CalTrans	$100,000
2	Site subject to approval by CalTrans	$50,000
3	Site controlled by City	$50,000
4	Site controlled by City	$50,000
5	Site controlled by City	$50,000

On each anniversary date of the first Site MAG Commencement Date (as defined below), the Minimum Annual Guarantee Payment will be increased to an amount equal to (i) the Minimum Annual Guarantee Payment for the immediately preceding Lease Year, plus (ii) an amount equal to (x) the CPI Percentage Increase (as defined below), multiplied by (y) the Minimum Annual Guarantee Payment for the immediately preceding Lease Year. The "CPI Percentage Increase" shall be equal to the percentage increase in "CPI" (as defined below) determined by dividing: (x) the amount (if any) by which the CPI for the last month of the immediately preceding Lease Year exceeds the CPI for the last month of the Lease Year preceding the immediately preceding Lease Year, by (y) the CPI for the last month of the Lease Year preceding the immediately preceding Lease Year. For example, if the first anniversary date of the first Site MAG Commencement Date is January 1, 2014, and the CPI for December 2013 is 135.96 and the CPI for December 2012 is 132.00, the CPI Increase in the Minimum Annual Guarantee Payment for the Lease Year commencing January 1, 2014 shall be 0.03 (i.e. 135.96 less 132, divided by 132) or three percent (3%). Notwithstanding anything herein to the contrary, the CPI Percentage Increase shall in no event be less than two percent (2%) or greater than four percent (4%).

The term "CPI" as used herein means the Consumer Price Index for All Urban Consumers (CPI-U) ([Oakland]) (1982-84=100), All Items, as published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor (the "Bureau"). If the publication of the CPI is modified or discontinued in its entirety, the adjustment provided for herein shall be made on the basis of changes in the most comparable and recognized index of the purchasing power of the consumer dollar for the Oakland area published by the Bureau, or other governmental agency if the Bureau ceases to publish the CPI, as reasonably agreed to by Landlord and Tenant. If the CPI is not reported for the months set forth above, the Parties agree to utilize the CPI reported for the month nearest to the date for which the CPI is required and the CPI reported for the same month of the preceding year.

The Minimum Annual Guarantee Payment for each Lease Year shall be payable in four (4) equal calendar quarterly installments (prorated for any partial quarter).

5.2. **Percentage Rent**. During the Term of this Agreement, Tenant shall pay to Landlord the following percentage rent (collectively, "Percentage Rent") quarterly (at the same time as payment of the quarterly installment of the Minimum Annual Guarantee Payment):

(a) Seventy-five percent (75%) of the portion of the Net Advertising Revenue paid or payable to Tenant by any permitted assignee, subtenant, licensee, or concessionaire of Tenant, including, without limitation, Foster, for the previous calendar quarter, less the calendar quarterly installment of the Minimum Annual Guarantee Payment paid for such previous quarter; and

(b) Seventy-five percent (75%) of Other Revenue paid or payable to Tenant by any permitted assignee, subtenant, licensee, or concessionaire of Tenant, including, without limitation, Foster, for the previous calendar quarter; and

(c) Fifty percent (50%) of Net Advertising Revenue and Other Revenue paid or payable to Tenant based on its direct operation of the Advertising Structures, Displays or any other portion of the Premises in the previous calendar quarter.

(d) Concurrently with such payment of Percentage Rent, Tenant shall submit a written statement ("Percentage Rent Statement") including a calculation of such Percentage Rent stating the gross contracted sales for each Display on the Advertising Structures, advertising agency commissions, Gross Revenue, Other Revenue and Net Advertising Revenue for such previous quarter and the calculation of the Percentage Rent, and such other information reasonably requested by the City. Tenant shall deliver such Percentage Rent and Percentage Rent Statement to Landlord no later than fifteen (15) days after the last day of each calendar quarter during the Term of this Agreement. Upon the expiration or termination of this Agreement, Tenant shall pay any unpaid Rent within thirty (30) days thereafter. The foregoing obligation of Tenant shall survive the expiration or any earlier termination of this Agreement.

(e) For purposes of this Agreement, the following defined terms apply:

(1) "Advertising Revenue" means any and all advertising revenue derived in whole or in part from the Advertising Structures, Displays, or the Premises.

(2) "Gross Revenue" means Advertising Revenue and Other Revenue.

(3) "Net Advertising Revenue" means any and all advertising revenue derived in whole or in part from the Advertising Structures, Displays, or the Premises, less advertising agency commissions for advertisement placement (not to exceed 16.67% of the cost of each such advertisement) paid for placing advertising on the Displays.

(4) "Other Revenue" means any and all revenue derived in whole or in part from the Advertising Structures, Displays, or the Premises (including, without limitation, from leasing telecommunications facilities), other than Advertising Revenue.

(5) "Rent" means the Percentage Rent, together with the Minimum Annual Guarantee Payment, and any other amounts payable by Tenant to Landlord hereunder.

(f) Gross Revenue shall be accounted for, and Percentage Rent shall be paid to Landlord, on an accrual basis whether or not actually received; provided, however, that if any part of the Gross Revenue upon which Percentage Rent paid to Landlord is based is not actually received by Tenant within ninety (90) days after the date such payment is due to Tenant for reasons other than due to a default or failure by Tenant or Foster, then Tenant shall have the right to adjust that portion of the Percentage Rent paid to Landlord and affected by such non-payment by a third party in the next Reconciliation Statement, and be entitled to a credit against Tenant's payment(s) of Rent after the date of such Reconciliation Statement for the difference between (i) the Percentage Rent amount calculated based on Gross Revenue including the unpaid amount and paid to Landlord, and (ii) the Percentage Rent amount calculated based on Gross Revenue less the unpaid amount. Notwithstanding the foregoing, if and when Tenant actually receives such unpaid amount, Tenant shall pay to Landlord within ten (10) days of Tenant's receipt, Percentage Rent based on such received amount. Gross Revenue shall include all cash and the fair market value of any other consideration received by Tenant from the Displays, telecommunications operations, the Advertising Structures or the Premises, including any trade value received by Tenant in exchange for advertising on the Displays. There shall be no deduction for commission from any telecommunications revenue. Except for advertising agency commissions for advertisement placement (not to exceed 16.67% of the cost of each such advertisement), no cost or expense shall be deducted from Advertising Revenue in computing Net Advertising Revenue. No cost or expense shall be deducted from Other Revenue.

(g) Tenant currently anticipates that Foster will construct and operate the Advertising Structures. Accordingly, Landlord agrees that Foster may pay the Rent due under Sections 5.1, 5.2(a) or 5.2(b) above directly to Landlord for as long as the Foster Sublease remains in effect; provided, however, that nothing in this Agreement shall release Tenant of Tenant's obligations under this Agreement or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder.

5.3. Commencement of Minimum Annual Guarantee Payments; Minimum Minimum Annual Guarantee Payment. Tenant shall pay the first quarterly installment of the Minimum Annual Guarantee Payment for each particular Site on the first day of the calendar quarter (January 1, April 1, July 1, or October 1, as applicable) following the date that is the earlier of the first (1st) anniversary of the Site Delivery Date, or the date on which the Advertising Structure is operational at such Site (such earlier date, the "Site MAG Commencement Date"). For purposes of this Agreement: (a) the term "Lease Year" shall mean a period of twelve (12) consecutive months commencing on the first Site MAG Commencement Date and each twelve (12) consecutive calendar months thereafter; and (b) the term "Site Delivery Date" shall mean the Effective Date. Notwithstanding any contrary provision of this Agreement, except as may be required by Section 1.2, and subject to adjustment pursuant to the immediately succeeding paragraph hereof regarding Site 1 or Site 2, for each Lease Year during the Term, the minimum Minimum Annual Guarantee Payment payable by Tenant to the City shall be not less than One Hundred Fifty Thousand Dollars ($150,000.00) collectively for Sites 3, 4, and 5 (the "Minimum MAG Amount"). If either Site 1 or 2 becomes a part of the Premises

pursuant to Section 1.5 hereof: (1) the Site MAG Commencement Date shall be the earlier of the first (1st) anniversary of the Site Delivery Date for that respective Site 1 or 2, or the date on which the Advertising Structure is operational at that respective Site 1 or 2; (2) the "Site Delivery Date" shall mean the date that is the later of the Effective Date or the date that the City gives a written notice to Tenant that the respective Site 1 or 2 is available for the purposes set forth in this Agreement; and (3) notwithstanding any contrary provision of this Agreement, except as may be required by Section 1.2, for each Lease Year during the Term, the Minimum MAG Amount payable by Tenant to the City shall be not less than One Hundred Thousand Dollars ($100,000) for Site 1 and Fifty Thousand Dollars ($50,000) for Site 2.

5.4. Other Rent Terms. Rent shall be prorated on the basis of a three hundred sixty-five (365) day year to account for any fractional portion of a year included in the Term of this Agreement. All payments made by Tenant to Landlord under this Agreement shall be made out to the City of Oakland. Separate checks shall be issued to Landlord by Tenant no later than the fifteenth (15th) day following each calendar quarter for the Minimum Annual Guarantee Payment and, as applicable, for the Percentage Rent Payment. The checks and the revenue statements required by this Section 5 below shall be delivered or mailed to: City of Oakland, Real Estate Services Division, 250 Frank H. Ogawa Plaza, 4th Floor, Oakland, CA 94612, Attn: Real Estate Manager.

5.5. Reconciliation. At the close of each Lease Year and within sixty (60) days thereafter, Tenant shall submit a written statement (each, a "Reconciliation Statement") of Gross Revenues, Other Revenues and Net Advertising Revenues during such Lease Year, and the calculation of Percentage Rent, if any. Tenant's statement shall include (a) quarterly Gross Revenues (by category), Other Revenues and Net Advertising Revenue, and (b) line items providing detailed explanations of the difference between monthly Gross Revenues, Other Revenues and Net Advertising Revenue. The Reconciliation Statement shall identify - by quarter and by each applicable Display - the advertiser, gross sales, Net Advertising Revenue, unsold and/or bonuses space, and any trade/barter. Tenant shall comply with reasonable written requests by Landlord for copies of advertiser contracts and commission agreements within five (5) business days after receipt of Landlord's request. An annual adjustment shall be made with respect to the aggregate Percentage Rent paid for each Display for such Lease Year as follows: If Tenant shall have paid to Landlord an amount greater than Tenant is required to pay as Percentage Rent for such Lease Year, Tenant shall be entitled to a credit against Tenant's next payments of Rent for the amount of such overpayment; provided that, should this Agreement expire or terminate, then Landlord shall reimburse Tenant for such amount within thirty (30) days of receipt of Tenant's written request, or if Tenant shall have paid an amount less than the Percentage Rent required to be paid, then Tenant shall pay within ten (10) days such difference to Landlord. In no event shall Percentage Rent be less than zero. Notwithstanding the provision for the payment of Percentage Rent, Landlord shall not, in any event, be deemed to be a partner or associate of Tenant in the conduct of its business. The relationship of the Parties hereto shall, at all times, be solely that of landlord and tenant.

5.6. Records; Audit. Tenant shall maintain or cause to be maintained adequate accounting systems and controls to insure that all Gross Revenue is recorded on an accrual basis. Within twenty (20) days after the close of each calendar quarter during each Lease Year, Tenant shall render to Landlord, in a form reasonably satisfactory to Landlord, an

accounting for the preceding month of all Displays, telecommunications business transactions or any other revenue generating transactions with respect to any part of the Premises, setting forth in particular for said quarter all Gross Revenue, Other Revenue and Net Advertising Revenue. Tenant shall keep or cause to be kept true and accurate books and records for a period of seven (7) years after each Lease Year showing all of such business transactions, including without limitation, business transactions of subtenants, sublicensees or concessionaires, and Landlord shall have the right, through its representatives and at all reasonable times, upon at least seven (7) days' prior written notice to Tenant, to inspect such books and records, including City business tax records and State of California sales tax return records, and Tenant hereby agrees to make or cause to be made such books and records available to Landlord or its authorized representatives upon request. Said books and records shall be retained for at least seven (7) years after occurrence of the transactions to which they relate. If such books and records are not kept and maintained within a radius of fifty (50) miles from the main office of Landlord in Oakland, California, upon request of Landlord, Tenant shall make such books and records available to Landlord for inspection and audit at a location within said fifty (50)-mile radius or Tenant shall pay to Landlord the reasonable and actual costs incurred by Landlord in inspecting and auditing such books and records, including but not limited to travel, lodging and subsistence costs. If Landlord's audit reveals that for any one Lease Year period the Percentage Rent reported in the Percentage Rent Statement was three percent (3%) (or more) less than the Percentage Rent required to be reported pursuant to this Agreement, Tenant shall pay to Landlord all of Landlord's reasonable costs, including, without limitation, the prorated salary of Landlord's auditors, fringe benefits and overhead allocation, or the costs of Landlord's outside auditors) incurred by Landlord in auditing such books and records. If, however, the Parties cannot agree on the results of Landlord's audit, Landlord may (but is not required to) have an audit performed by independent certified public accountants (CPA). Landlord shall present to Tenant the names of 3 CPA firms.Within fifteen (15) days thereafter Tenant shall, by written notice to Landlord, select one of said firms who shall be the firm to perform the audit. If Tenant fails to select a firm within said period, Landlord shall select the firm. Tenant and Landlord agree that the CPA's decision shall be final and conclusive. Tenant shall pay to Landlord Landlord's costs of retaining the CPA firm, and Landlord's reasonable costs in inspecting such books and records, if the CPA determines that the Percentage Rent reported in any quarter by Tenant in any one Lease Year is three percent (3%) (or more) less than the Percentage Rent which Tenant was required to report.

5.7. **Late Charges**. Tenant hereby acknowledges that late payment by Tenant of Rents or Tenant's failure to provide Percentage Rent Statement when due will cause Landlord to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any Rents shall not be received by Landlord within ten (10) days after such amount shall be due (regardless of Tenant's timely submission of any applicable Percentage Rent Statement), then, without any requirement for notice to Tenant, Tenant shall immediately pay to Landlord a one-time late charge equal to two percent (2%) of each such overdue amount. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default, breach, or event of default with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies under this Agreement. In addition, any monetary payment to Landlord other than late

charges, not received when due by Landlord, shall bear interest from the date when due at the rate of ten percent (10%) per annum. Interest is payable in addition to any late charge imposed. Furthermore, Tenant shall be subject to a late fee of One Thousand and No/100 Dollars ($1,000) per occurrence late fee if Tenant fails to deliver a Percentage Rent Statement to Landlord when due. Such late fee will be increased at the beginning of each Lease Year to an amount equal to (i) the late fee amount for the immediately preceding Lease Year, plus (ii) an amount equal to (x) the CPI Percentage Increase, multiplied by (y) the late fee amount for the immediately preceding Lease Year.

5.8. **Upfront Special Payment**. The Foster Sublease requires Foster to pay, in addition to rent payable under the Foster Sublease, $50,000 per Advertising Structure for the Premises within fifteen (15) days after Foster's receipt of all Permits necessary for installation and operation of such Advertising Structure (each, an "Upfront Special Payment"). The Parties agree that Tenant shall pay any Upfront Special Payment(s) to Landlord within five (5) business days after receipt thereof from Foster as a prepayment of the Developer obligations under Item 1 of Attachment 15 (Community Benefits) of the LDDA. This prepayment is conditioned on (a) subject to clause (z) of the last sentence of this Section 5.8, Developer receiving credit against the corresponding LDDA obligation in the amount of such prepayment (which credit shall be applied at each Close of Escrow under the LDDA as it occurs until such credit has been fully applied); and (b) subject to obtaining approval by resolution or ordinance, as appropriate, from the City Council of the City and, if necessary, the Oakland Redevelopment Successor Agency ("ORSA"), Landlord designating any Upfront Special Payment for use in funding the West Oakland Jobs Center's (or the Local Employment Program's) implementation of the Oakland Army Base jobs policies (each as contemplated by Items 3, 4 and 5 of Attachment 15 to the LDDA). Landlord has agreed to comply with such conditions as consideration for Tenant's prepayment of any Upfront Special Payment(s); provided, however, notwithstanding any provision to the contrary: (y) the Upfront Special Payments shall not be deemed to be Rent under this Agreement and (z) if after the receipt of any Upfront Special Payment(s) from Tenant, Landlord terminates this Agreement pursuant to clause (ii) or (iii) of Section 40 (so long as such termination is not as a result of Tenant's failure to apply the required efforts to obtain the Permits pursuant to Section 4.3, or construct the Advertising Structures pursuant to Section 4.5), or the City Council (or, if necessary, ORSA) fails to approve as set forth in clause (b) above, Landlord shall reimburse all such Upfront Special Payments directly to Foster within thirty (30) business days after such termination (in which case, any prior credit received by Developer against the obligation to pay the fee required under Item 1 of Attachment 15 to the LDDA shall be void).

6. **Taxes and Assessments**. This Agreement may create a possessory interest subject to property taxation, and Tenant hereunder in whom such possessory interest is vested may be subject to payment of property taxes levied on such interest.

(a) Tenant agrees to pay all lawful taxes, assessments or charges which during the Term hereof may become a lien or be levied by the state, county, city or any other tax or assessment levying body upon any interest in this Agreement or any possessory right which Tenant may have in or to said land and/or the improvements thereon by reason of its use or occupation thereof, or otherwise, as well as all taxes, assessments and charges on any activity conducted by Tenant on the Premises, and on goods, merchandise, fixtures, appliances, equipment and property owned by it in and about said Premises.

(b) Tenant may at no cost to Landlord reasonably contest the legal validity or amount of any taxes, assessments, or charges for which Tenant is responsible under this Agreement, and institute such proceedings as Tenant considers necessary; provided, however, that Tenant agrees that Tenant at all times shall protect Landlord and the Premises from foreclosure of any lien, and that Landlord shall not be required to join in any proceeding or contest brought by Tenant, unless Landlord's participation is ordered as a necessary party to the proceeding, in which case Tenant shall be responsible for, indemnify and hold Landlord harmless from all Landlord's cost and expenses (which obligations shall survive the expiration or earlier termination of this Agreement).

7. **Premises**. Tenant represents and warrants that it has made a sufficient investigation of the conditions of the Premises existing as of the Effective Date and Tenant accepts all risks associated therewith. The taking of possession of the Premises by Tenant shall, in itself, constitute acknowledgment by Tenant that the Premises are in good condition and satisfactory for Tenant's use, and that Landlord has not agreed to undertake any modifications, alterations or improvements to the Premises. Landlord reserves the right, but shall not be obligated to Tenant, further to develop or improve areas adjacent to the Premises as it sees fit, regardless of the desires or views of Tenant and without interference or hindrance from Tenant.

(a) Tenant specifically acknowledges that except as otherwise may be expressly provided herein, Landlord has made no representations concerning the condition of the Premises or any improvements and/or the fitness of the Premises for Tenant's intended use, and/or the compliance of the Premises and/or any improvements with any federal, state, or local building code or ordinance, and Tenant expressly waives any duty which Landlord might have to make any such disclosures. Tenant further agrees that, in the event Tenant sublicenses all or any portion of the Premises or assigns its interest in this Agreement, Tenant will indemnify, protect, defend and hold harmless Landlord for, from and against any matters that arise as a result of Tenant's failure to disclose any relevant information about the Premises to any subtenant or assignee, which obligations shall survive the expiration or earlier termination of this Agreement.

(b) Tenant acknowledges that to the best of Tenant's knowledge, the Premises will safely support the type of improvements to be constructed and maintained thereon by Tenant under the terms and conditions of this Agreement, and that Tenant accepts the Premises in an "as is" condition.

(c) Tenant further agrees that upon completion of construction of the Advertising Structures, Tenant shall promptly return as near as possible the surface of the ground to the condition in which it was prior to the commencement of said work and Tenant shall not commit or suffer to be committed any waste upon the Premises or any nuisance thereon.

(d) Tenant acknowledges and agrees that Tenant does not have any right with respect to outdoor advertising on any other property of Landlord. Landlord shall have the right to permit others to engage in outdoor advertising at any location other than the Premises, provided that Landlord shall not have the right to erect structures that interfere with the operation of, or obstruct the visibility of the Displays.

8. Repairs, Alterations and Additions. Tenant shall at its sole cost, keep and maintain said Premises, the Advertising Structures, all advertising thereon and appurtenances and every part thereof in good order, condition and repair and in accordance with the highest industry standards for similar display structures in the San Francisco Bay Area.

(a) Landlord shall not be required to repair or maintain any portion of the Premises or the Advertising Structures. If Landlord in its sole discretion undertakes repairs that are Tenant's responsibility under this Agreement, Landlord shall give Tenant at least thirty (30) days prior written notice of its intention to undertake such repairs and maintenance. If Tenant does not make such repairs within that time period, or satisfies Landlord that such repairs are not necessary, Tenant shall promptly reimburse Landlord for the reasonable cost of such repairs or maintenance performed by or on behalf of Landlord. Landlord shall not be liable for any damage or loss to any property on the Premises, or any loss of business by Tenant, which arises out of any need for repair or maintenance of the Premises. The making of such repairs by Landlord shall in no event be construed as a waiver of the duty of Tenant to make repairs as herein provided.

(b) Following installation of the Advertising Structures in accordance with this Agreement, Tenant may make structural alterations, additions and betterments to the Premises only with the prior written approval of Landlord, in its sole and absolute discretion, and upon first securing at its own cost all necessary approvals and permits, including, without limitation, necessary building, electrical or encroachment permits from City of Oakland, or the State of California. Operation of the Advertising Structures and the Displays, including routine maintenance, cleaning and installation and changing of advertising on Landlord Displays or the Displays shall not require Landlord approval. Tenant waives the right to make repairs at the expense of Landlord and waives the benefit of the provisions of Sections 1941 and 1942 of the Civil Code of the State of California relating thereto; and further agrees that if and when any repairs, alterations, additions, or betterments shall be made by it as set forth in this Section 8(b), it promptly shall pay for all labor done or materials furnished on its behalf and shall keep said Premises and Tenant's possessory interest therein free and clear of any lien or encumbrance with respect to such labor or furnished materials.

(c) Tenant warrants that the proposed improvements if constructed or installed consistently with the Approved Plans and Specifications, such improvements will comply with all laws and regulations and ordinances. In addition, construction or installation of improvements shall not commence unless and until Tenant, or its licensed contractor, shall have secured, at no cost to Landlord, all other necessary permits, including, but not limited to, building permits and any necessary approvals and permits from the State of California. Tenant agrees to comply with all terms and conditions of permits whether secured by Tenant or Landlord. Tenant shall construct any improvements on the terms set forth in Section 4.5.

(d) Notwithstanding anything herein to the contrary, the Parties acknowledge and agree that, either Party may attach air monitoring equipment ("Air Equipment") on the Advertising Structures, provided that Foster shall have the prior right to review and approve, in its reasonable discretion, all plans and specifications for the Air Equipment, the proposed location for the mounting of the Air Equipment, and the installation of the Air Equipment. Further, the Parties each agree that the Air Equipment may only be placed on the Advertising

Structures if the Air Equipment does not in any way unreasonably interfere with or have a negative impact upon the operation of any Advertising Structure, or the operations, views, or lines of sight of any of the Displays or any of the faces on the Displays (any such circumstance, an "AME Interference"). In the event of any AME Interference, the Air Equipment causing such AME Interference shall immediately be removed from the Advertising Structures at the sole cost and expense of the installing Party.

(e) Notwithstanding anything herein to the contrary, Landlord acknowledges and agrees that if Tenant is unable to operate an Advertising Structure or Display on the Premises due solely to the construction of the Public Improvements, the Rent to be paid under this Agreement shall be equitably abated during the period that Tenant is unable to operate an Advertising Structure or Display on the Premises due solely to the construction of the Public Improvements; provided, however, that the minimum Minimum Annual Guarantee Payment payable by Tenant to the City shall be not less than the Minimum MAG Amount. Landlord shall use commercially reasonable efforts to provide Tenant with at least three (3) business days' prior notice of any planned utility disruption related to the construction of the Public Improvements, provided, however, that subject to the exercise of such efforts, Landlord shall have no liability to Tenant or Foster for any damages, costs or losses arising out of the construction of the Public Improvements.

9. Title to Improvements. During the Term, Tenant shall own the Advertising Structures installed by Tenant on the Premises. Upon the expiration of the Term or any earlier termination of the Agreement (other than a termination due solely to a default by Landlord), Tenant shall, without any compensation, surrender the Advertising Structures on the Premises to the City and the City shall own the Advertising Structures, unless the City has notified Tenant to remove, at Tenant's sole cost and expense, any or all of them prior to the expiration of the Term or such earlier termination of the Agreement. In the event of a termination of this Agreement due solely to a default by Landlord, Tenant shall have the right to remove all improvements installed on the Premises by Tenant, including the above-ground Advertising Structures and support structures, and all Displays and other equipment from the Premises upon such termination at Tenant's sole cost and expense, and Tenant agrees to clean and leave the Premises in good condition.

10. Liability for Damages. This Agreement is made upon the express condition that Landlord, members of the Oakland City Council, officers, directors, agents, employees, and volunteers shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or death or deaths of any person or persons or damages to property of any kind whatsoever, whether the person is or property of Tenant, its agents or employees, its, subtenants, sublicensees, sublessees or concessionaires or third persons that are representatives of the foregoing, from any cause or causes whatsoever while said person or property is in or upon said Premises or any part thereof during the Term of this Agreement or occasioned by any occupancy or use of said Premises, or any activity carried on by Tenant, its agents or employees in connection therewith, or from the alleged violation of any law or regulation, and Tenant hereby covenants and agrees to indemnify, protect, defend and to save harmless Landlord, members of the Oakland City Council, officers, directors, officers, agents, employees, and volunteers, from all claims, demands, losses, liens, obligations, injuries, penalties, fines, lawsuits, other proceedings, liabilities, damages, costs, charges, expenses

(including reasonable counsel fees) and costs on account of or by reason of any such injury or injuries, death or deaths, liabilities, claims, suits or losses, arising with respect to, in connection with or otherwise related the Premises during the Term, however occurring or damages growing out of same, or as a result of the actions of Tenant, its agents or employees, its, subtenants, sublicensees, sublessees or concessionaires, or third persons that are representatives of the foregoing, except to the extent that the same is caused by the sole negligence or willful misconduct of Landlord, members of the Oakland City Council, directors, officers, agents, or employees. The foregoing provisions of this Section 10 are not intended to and shall not be construed to limit the protections otherwise provided to Landlord as an additional insured under any liability insurance required to be maintained by Tenant under this Agreement. Defense counsel retained by Tenant under this Agreement shall be subject to the reasonable approval of the Oakland City Attorney. The foregoing obligations of Tenant shall survive the expiration or any earlier termination of this Agreement.

11. Property and Liability Insurance. Tenant shall, at no cost to Landlord, obtain, maintain and cause to be in effect at all times from the Effective Date to the later of (i) the last day of the Term, or (ii) the last day Tenant (A) is in possession of the Premises or (B) has the right of possession of the Premises the types and amounts of insurance specified on **Exhibit I** attached hereto.

12. Hazardous Substances. No goods, merchandise or material shall be kept, stored or sold in said Premises which are in any way explosive or hazardous; and no offensive or dangerous trade, business or occupation shall be carried on therein or thereon, and nothing shall be done on said Premises other than as is provided for in this Agreement; provided, however, that nothing in this Section 12 shall preclude Tenant from bringing, keeping or using on or about said Premises such materials, supplies, equipment and machinery as are necessary or customary in carrying out the uses provided for in this Agreement, so long as such materials, supplies, equipment and machinery are stored, used and disposed of in accordance with all applicable requirements of law. In the event such uses include the keeping or storage of inflammable or explosive substances, such substances shall be stored in closed containers, and shall be stored, used or dispensed in the manner prescribed by the regulations of City, the Fire Prevention Bureau of City of Oakland, or other public body having authority in the matter, and in any event, in the safest possible manner.

13. Default. It is mutually covenanted, and this Agreement is made upon the condition, that:

(a) if the Rent or other sums which Tenant herein agrees to pay, or any part thereof, shall be unpaid on the date on which the same shall become due;

(b) if Tenant defaults under any of the other terms, agreements, conditions or covenants herein contained that is an obligation of Tenant, or should Tenant abandon and cease to use the Premises for a period of thirty (30) consecutive days at any one time, except when prevented by Force Majeure (in which case, Tenant shall have a Force Majeure extension, as set forth in Section 38, for up to an additional (30) days);

(c) in the event of the filing of a petition proposing the adjudication of Tenant or guarantor of Tenant's obligation hereunder as bankrupt or insolvent, or a court ordered reorganization of Tenant, whether pursuant to the Act or any similar federal or state proceeding and such action is not dismissed within sixty (60) days after the date of its filing;

(d) in the event of the sale of Tenant's interest in the Premises under attachment, execution or similar legal process; or

(e) in the event of an assignment, subletting, or transfer of any interest under this Agreement, except as authorized by or permitted under this Agreement,

then within thirty (30) days after the occurrence of any such foregoing event ("Event of Default"), Landlord shall give written notice to Tenant of such Event of Default and after the expiration of the applicable cure periods (as set forth below) without cure, Landlord may declare this Agreement terminated, and Landlord may exercise all rights of entry or reentry upon said Premises in addition to any other remedy available at law or in equity, subject to Section 40(a). No termination shall be declared by Landlord unless and until Landlord provides Tenant with written notice of the Event of Default, and Tenant fails to cure for such Event of Default within thirty (30) days after receipt of the notice of the Event of Default; provided, however, any Event of Default by Tenant that is based solely on a default by Foster under the Foster Sublease, Tenant shall have an additional thirty (30) days, for a total of sixty (60) days, to cure such Event of Default. No termination of this Agreement based on an Event of Default by Tenant shall be declared by Landlord if such default shall have been cured or obviated by Tenant or Foster prior to the expiration of the foregoing cure period, even though performance of such term, agreement, condition or covenant shall not have been effected or completed strictly within the period during which same should have been effected or completed, so long as Tenant or Foster has begun to cure such default and prosecuted the cure diligently thereafter but in any event no later than thirty (30) days after notice by City of the Event of Default, or no later that sixty (60) days after notice by City of the Event of Default if such Event of Default is based solely on a default by Foster.

14. **Right of Entry**. If Landlord obtains a final judgment declaring the termination of this Agreement, or in case of abandonment or vacating of the Premises by Tenant, Tenant hereby authorizes Landlord to enter upon said Premises in such event, and remove any and all property whatsoever situated upon said Premises, and place all or any portion of said property, except such property as may belong or be forfeited to Landlord, in storage for account of and at expense of Tenant; and, in such case, and subject to the Foster Non-Subordination Agreement, Landlord may relet the Premises upon such terms as Landlord may seem fit, and, subject to the limitations set forth in Section 40(a), if a sufficient sum shall not be realized after paying expenses of such reletting and collecting to satisfy the rent and other sums herein reserved to be paid, Tenant agrees to satisfy and pay any deficiency, and to pay expenses of such reletting and collecting. Tenant hereby exempts and agrees to save harmless Landlord from any cost, loss or damage arising out of or caused by any such entry or reentry upon said Premises and/or the removal of property, and storage of such property by Landlord or its agents, which obligations shall survive the expiration or earlier termination of this Agreement.

15. Surrender and Holding Over. Tenant covenants that at the expiration or any earlier termination of the Term of this Agreement for any reason, or any holding over that Landlord has otherwise objected to, Tenant will quit and surrender said Premises in good condition. Unless otherwise instructed by Landlord in writing, all improvements of every kind and nature constructed, erected, or placed by Tenant on the Premises shall be the property of Landlord (except upon a termination of this Agreement due solely to a default by Landlord); and all Permits shall be assigned to Landlord in accordance with Section 4.3(c) above. Tenant further covenants and agrees that, any improvements that Tenant is permitted to remove from the Premises pursuant to Section 9 above upon a termination or expiration shall be removed by Tenant at its sole cost and expense and all such improvements shall be removed from the Premises by not later than ninety (90) days after the expiration or termination date, as applicable. If Tenant does not remove such improvements of Tenant at such termination or expiration, then Landlord shall have the right to remove such structures, in which event, Tenant shall immediately reimburse Landlord for the cost of such removal.

(a) There shall be no relocation benefits granted to Tenant on account of any termination, Tenant hereby waiving any right to relocation benefits under any law or regulation, unless such termination results from the exercise of eminent domain by another public agency (in which case that public agency shall be solely responsible for any amounts due Tenant) and, upon the expiration or termination of this Agreement, Tenant agrees at its expense and at Landlord's request promptly to sign, acknowledge and record a written document memorializing the termination of this Agreement, and a quitclaim deed or other necessary document to evidence the revocation and termination of any utility license or easement granted under Section 1.1.

(b) Upon the expiration or earlier termination of this Agreement, all rights associated with the Premises shall revert back to Landlord and neither Tenant nor Landlord shall have any further right, remedy or obligation under this Agreement with respect to the Premises. Further, Landlord shall have the sole and exclusive right to enter into a new agreement with Tenant or with another company that is in the business of outdoor advertising with respect to the Premises, Advertising Structures, Displays or any portion thereof, and Tenant agrees that it shall have no claim, right or option for any of the Premises.

(c) If Landlord has not otherwise objected to Tenant's holding over the use of said Premises after the Term of this Agreement has terminated in any manner, such holding over shall be deemed merely a holding from month-to-month on the same terms and conditions as herein provided except as follows:

(1) **Holdover Monthly Rental**. During any holdover period, Tenant shall pay to Landlord monthly rental equal to: (A) two hundred percent (200%) of the prorated Minimum MAG for the month immediately preceding the holdover period, (B) Percentage Rent; and (C) Other Rent.

(2) **Holdover Terms Other Than Monthly Rental**. In addition to subsection (1) above, Landlord, upon thirty (30) days' written notice to Tenant, may change any of the other terms and conditions of the holding over.

16. Damage or Destruction. If any Advertising Structure, or other improvement to or on the Premises is partially or completely damaged or destroyed by casualty or otherwise, Tenant shall repair, reconstruct, and restore the same, and this Agreement shall remain in full force and effect. Tenant will diligently restore the Premises as nearly as practicable to its former condition, and Tenant's obligation to pay Rent shall be abated during the time and in proportion to the extent that such Premises are not available for Tenant's use. In the event that permits cannot be secured where permits are required to perform such repairs, reconstruction or restoration, Rent shall be abated during the time until the Advertising Structures and the Displays can be lawfully replaced and in proportion to the extent that such Premises are not available for Tenant's use.

(a) If: (1) more than fifty percent (50%) of the Displays or Advertising Structures on the Premises shall be destroyed by fire or other casualty, (2) Tenant fails to secure permits under the immediately preceding paragraph within one hundred and eight (180) days, or (3) after securing permits, Tenant fails to restore within ninety (90) days thereafter, then this Agreement shall terminate at the option of Landlord, upon giving at least sixty (60) days' written notice to Tenant after such fire or casualty.

(b) The provisions of this Section 16 constitute an express agreement between Landlord and Tenant with respect to all damage and destruction, and each waives the provisions of any statute or regulation now or hereafter in effect concerning damage or destruction in the absence of an express agreement between the Parties, including, without limitation Sections 1932(2) and 1933(4) of the California Civil Code, and agree they shall have no application under this Agreement.

17. Duty to Guard Goods. Tenant shall assume the responsibility for the guarding and safekeeping of, and the risk of loss to, all of its personal property and equipment stored or located upon or used in connection with the Premises, including, but not limited to the Advertising Structures.

18. Waivers. No waiver by either Party at any time of any of the terms, conditions, covenants or agreements of this Agreement or of any default or forfeiture shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof. No delay, failure or omission of Landlord to reenter the Premises or to exercise any right, power, privilege or option arising from any Event of Default hereunder, nor subsequent acceptance of rent then or thereafter accrued shall impair any such right, power, privilege or option, be construed to be a waiver of any such Event of Default. No option, right, power, remedy or privilege of Landlord under this Agreement shall be construed as being exhausted or discharged by the exercise thereof in one or more instances and it is agreed that each and all of the rights, powers, options or remedies given to Landlord by this Agreement are cumulative, and no one of them shall be exclusive of the other or exclusive of any remedies provided by law, and that exercise of one right, power, option or remedy by Landlord shall not impair its rights to any other right, power, option or remedy.

19. Assignment and Sublease. Tenant shall not directly or indirectly assign, encumber or otherwise transfer the Agreement or sublease or license (except for the Foster

Sublease) all or any portion of the Premises without the City's consent, which consent may be withheld or conditioned in the City's sole and absolute discretion. Without limiting the City's sole and absolute discretion as described in the foregoing sentence: (1) no assignment may occur prior to completion of construction of all of the Advertising Structures contemplated for the Premises; and (2) Tenant shall pay the City fifty percent (50%) of any consideration paid by a permitted assignee to Tenant in connection with an assignment by Tenant of this Agreement, which is in excess of the value of the Advertising Structures conveyed to the assignee, as reasonably determined by Tenant and the City. Landlord's consent to any assignment shall not be construed or deemed to be a waiver of the restrictions hereinabove contained or to be a consent to any subsequent assignment. Tenant agrees promptly to provide to Landlord all documentation and information that Landlord reasonably may request in order for Landlord to verify Tenant's compliance with this Section 19. It is understood and agreed that placement of advertisement on the Advertising Structures shall not be considered an assignment or sublease within this Section 19 or this Agreement.

(a) No assignment or sublease shall release Tenant of any liability or obligation under this Agreement. No permitted assignment shall be valid or effective until the new tenant and Tenant execute and deliver to Landlord an agreement, in form and substance reasonably satisfactory to Landlord, pursuant to which, such assignee agrees to and assumes all of the obligations of Tenant under this Lease.

(b) Notwithstanding any contrary provision of this Agreement, Landlord acknowledges and agrees that Tenant is initially subletting all of the Premises to Foster on the terms and conditions of the Foster Sublease. With respect to any other permitted sublease entered into by Tenant, Tenant acknowledges and agrees that Tenant shall in no event agree to any financial term that is less favorable to Tenant than those terms set forth in **Exhibit J**.

20. Right to Inspect Premises. Landlord reserves the right to enter upon the Premises at any reasonable time to inspect the Premises to ascertain Tenant's compliance with the provisions of this Agreement.

21. Equal Opportunity; Nondiscrimination. In furtherance of Landlord's long standing policy to ensure that equal employment opportunity is achieved and nondiscrimination is guaranteed in all Landlord-related activities, Tenant for itself, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree with respect to Tenant's activities upon the Premises and as a covenant running with the land:

(a) That Tenant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, actual or perceived sexual orientation, national origin, age, physical handicap or disability as set forth in the Americans With Disabilities Act of 1990, or veteran's status. Tenant shall take affirmative action to ensure that applicants and employees are treated fairly. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Tenant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Landlord's Equal Opportunity Employment Officer setting forth the provisions of this Section;

(b) That Tenant shall, in all solicitations or advertisements for employees placed by or on behalf of Tenant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, actual or perceived sexual orientation, national origin, age, physical handicap or disability as set forth in the Americans With Disabilities Act of 1990, or veteran's status;

(c) That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person, on the grounds of race, color, national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;

(d) That Tenant's noncompliance with the provision of this clause shall constitute a material breach of this Agreement. In the event of a breach of any of the above stated nondiscrimination and affirmative action covenants, Landlord shall have the right to consider but not be limited to the following:

(e) Landlord may terminate this Agreement pursuant to Section 13, and re-enter and possess said land and the facilities thereon, and hold the same as if this Agreement had never been made, without liability therefor; or

(f) Landlord may seek judicial enforcement or said covenants.

22. **Community Benefits**. The City and the developer under the LDDA have previously negotiated and agreed upon a plan of benefits to the community required to be provided by Tenant and the Premises with respect to this Agreement pursuant to the City's community jobs policy and other City policies programs as set forth in **Exhibit K** attached to this Agreement and incorporated herein in full by this reference. As additional consideration for this Agreement, Tenant hereby agrees to perform all of its obligations set forth in **Exhibit K**.

23. **Utilities**. Tenant shall be responsible for providing and paying for all utilities to the Premises required for Tenant's use. In the event that Landlord provides utilities or other services to Tenant, Tenant shall pay for all water, gas, heat, electricity, fuel, power, telephone service, and other utilities, which may be furnished to or used by Tenant in or about the Premises during the Term of this Agreement. In cases where arrangements have been made between Tenant and Landlord for Landlord to furnish and deliver gas, electricity or water, Landlord will exercise reasonable diligence and care to furnish and deliver the same; provided, however, that Landlord does not guarantee the continuity or sufficiency of such supply. Landlord will not be liable for interruptions or shortages or insufficiency of supply or any loss or damage of any kind or character occasioned thereby if the same is caused by accident, act of God, fire, strikes, riots, war, terrorism, inability to secure a sufficient supply from the utility company furnishing Landlord, or any other cause except such as arises from Landlord's failure to exercise reasonable diligence. It is understood that Tenant shall take such steps as Tenant may consider necessary to protect Tenant's equipment from any damage that may be caused to such equipment in the event of failure or interruption of any such utility services. Whenever Landlord shall find it necessary for the purpose of making repairs or improvements to any utility supply system it shall maintain, it shall have the right to suspend temporarily the delivery of gas, electricity or water, or any thereof, but in all such cases reasonable notice of such suspension will be given to Tenant, and

the making of such repairs or improvements will be prosecuted as rapidly as practicable and, if possible, so as to cause the least amount of inconvenience to Tenant.

24. No Relocation Assistance or Benefits. It is understood and agreed that nothing contained in this Agreement shall give Tenant any right to occupy the Premises at any time after expiration of the Term of this Agreement or its earlier termination, and that this Agreement shall not create any right in Tenant for relocation assistance or payment from Landlord upon exercise of relocation under Sections 1.1(a), Section 1.2, or Section 40 (except for costs specifically designated for reimbursement under those sections), upon the expiration or termination of this Agreement, or upon the termination of any holdover tenancy pursuant to Section 15. Tenant acknowledges and agrees that upon such expiration or termination, it shall not be entitled to any relocation assistance or payment pursuant to the provisions of Title 1, Division 7, Chapter 16, of the Government Code of the State of California (Sections 7260 et seq.) or pursuant to any other local, state or federal laws or regulations with respect to any relocation of its business or activities upon the expiration of the Term of this Agreement or upon its earlier termination or upon the termination of any holdover tenancy pursuant to Section 15, and Tenant hereby waives and releases to Landlord all rights, if any, to which Tenant may be entitled under said provisions or other similar laws or regulations.

25. Attorneys' Fees and Costs. If Tenant or Landlord commences any action or proceeding against any other Party arising out of or in connection with this Agreement, the prevailing Party shall be entitled to have and recover from the losing Party's reasonable attorneys' fees and costs of suit, including all other reasonable costs and expenses associated with the prevailing Party's enforcement of the provisions of this Agreement.

26. Successors. Each of the provisions, agreements, terms, covenants and conditions herein contained to be performed, fulfilled, observed and kept shall be binding upon the successors and assigns of the respective Parties hereto, and the rights hereunder, and all rights, privileges and benefits arising under this Agreement and in favor of either Party, shall be available in favor of the successors and assigns thereof, respectively; provided no assignment by or through Tenant in violation of the provisions of this Agreement shall vest any rights in any such assignee or successor.

27. Project Managers.

(a) Landlord's Designated City Representative. Landlord designates its Oakland Army Base Project Manager as its Designated City Representative, who shall be responsible for administering and interpreting the terms and conditions of this Agreement, for matters relating to Tenant's performance under this Agreement, and for liaison and coordination between Landlord and Tenant. Tenant may be requested to assist in such coordinating activities as necessary as part of the services. In the event Landlord wishes to make a change in Landlord's representative, Landlord will notify Tenant of the change in writing.

(b) Tenant's Project Manager. Tenant agrees that it shall designate a Project Manager for this Agreement with office headquarters located not further than fifty (50) miles from Landlord's office location in downtown Oakland, California. Tenant designates Phil Tagami as its Project Manager, who shall have immediate responsibility for the performance of

the work and for all matters relating to performance under this Agreement. Any change in Tenant's designated personnel or subconsultant shall be subject to approval by Landlord.

28. **Time of Essence**. Time is expressly declared to be of the essence of this Agreement.

29. **Notices**. All notices required or permitted to be given under this Agreement shall be sufficiently given if personally delivered, or mailed by registered or certified United States mail, postage prepaid, addressed to the Party as specified on **Exhibit L**. If mailed, the written notice shall be deemed received and shall be effective on the earlier of the date of actual receipt by the addressee or three (3) business days after deposit in the United States mail in the State of California. If either Party gives notice in writing to the other Party of any change in said address, then and in that event such notice shall be given at the changed address specified in such notice.

30. **Agreement Declared Invalid**. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either Party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be interpreted to give effect to the intentions of the Parties.

31. **Agreement in Multiple Copies**. This Agreement may be executed in multiple copies, and each executed copy shall be deemed an original.

32. **Toxic Materials**.

(a) **City's Disclosure**. Prior to the Effective Date, and pursuant to the LDDA, City has made, and City hereby makes again, the following disclosures to Tenant:

(1) Presence of Hazardous Materials. As of the Effective Date, Hazardous Materials exist in soil and groundwater at, on and under portions of the Premises. Pursuant to the LDDA and prior to the Effective Date, City has provided Tenant with environmental assessment reports and other environmental information pertaining to the Premises. For purposes of this Agreement, the term "Hazardous Materials" means any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" under CERCLA or under Section 25281 or Section 25316 of the California Health & Safety Code; any "hazardous waste" as defined in Section 25117 or listed under Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of a structure, or are naturally occurring substances on, in or about the Premises and petroleum, including crude oil or any fraction, and natural gas or natural gas liquids.

(2) HSC 25359.7 Notice of Release. The LDDA provided the thirty (30) day written notice that there has been a release of hazardous materials on or beneath the

Premises pursuant to California Health and Safety Code Section 25359.7, as required in the Restrictive Covenant, defined in Section 32(a)(3)(ii).

(3) Environmental Remediation Requirements. As noted in the LDDA, the former Oakland Army Base, also known as the "EDC Property," was transferred to City through City's predecessor in interest, OBRA, from the Army in 2003 pursuant to that certain Economic Development Conveyance Memorandum of Agreement between the Army and OBRA, dated September 27, 2002 ("EDC MOA") by that certain Quitclaim Deed for No-Cost Economic Development Conveyance Parcel ("Army EDC Deed") recorded August 8, 2003. The EDC MOA required City to complete environmental services (including investigation, remediation and related document preparation activities) for the EDC Property as set forth in the Environmental Services Cooperative Agreement dated May 16, 2003 ("ESCA"). Pursuant to the ESCA, City, through its predecessor in interest, OBRA, contractually assumed the Army's remediation responsibilities (except in limited circumstances specifically identified in the ESCA) and agreed to remediate the EDC Property so that the Army could obtain its Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") covenant certifying completion of remediation, as required by federal law. In the ESCA, City committed to complete the environmental response activities set forth in the DTSC Consent Agreement, and the associated Remedial Action Plan ("RAP") and Risk Management Plan ("RMP"), each dated September 27, 2002, with the RAP amended on August 2, 2004 (collectively, the "RAP/RMP"), in order to achieve regulatory closure. The agreement by City to assume remediation obligations was endorsed by Governor Gray Davis in the Governor's August 6, 2003 approval of the Army's Finding of Suitability for Early Transfer ("FOSET"). To approve the FOSET and meet the terms of the Consent Agreement, City provided financial assurances that the remediation identified and required by the ESCA would be completed. Those assurances consisted of (a) purchasing an environment insurance policy, the Remediation Cost Cap Environmental Site Liability Policy issued by Chubb Custom Insurance Company, Policy No. 3730-58-78 ("Environmental Insurance Policy"), which jointly names City and the Port of Oakland ("Port") as insureds for the EDC Property and covers the period from August 7, 2003 to August 7, 2013, and (b) establishing a separate account (the "Remediation Fund"), which was jointly established with the Port and set aside Eleven Million Four Hundred Thousand Dollars ($11,400,000) for the sole purpose of paying for remediation costs on the EDC Property. Finally, the EDC Property is also subject to the Regional Water Quality Control Board Order No. R2-2004-0086 dated November 5, 2004 ("RWQCB Order").

(i) City/Port ARMOA. Because City and Port each own portions of the EDC Property, City and Port contractually allocated responsibility for cleanup of the EDC Property pursuant to the terms of that certain Amended and Restated Memorandum of Agreement ("City/Port ARMOA") dated February 27, 2008, which agreement requires City and Port to coordinate on (a) all remediation work plans and schedules under the Consent Agreement and RAP/RMP, (b) insurance submittals pursuant to the Environmental Insurance Policy, and (c) payments to and from the Remediation Fund.

(ii) The Consent Agreement, RAP/RMP, RWQCB Order, Restrictive Covenant and Army EDC Deed. The Consent Agreement, RAP/RMP and RWQCB Order contain controlling environmental requirements and standards for Remediation of Hazardous Materials at the EDC Property. The Consent Agreement specifically sets forth the

scope and schedule of work to be completed to remediate environmental hazards on the EDC Property. The RAP identifies the priority remediation sites ("RAP Sites") at the former Oakland Army Base and establishes the cleanup goals for the entire EDC Property. The RMP sets forth the risk management protocols and the procedures for addressing environmental conditions at the EDC Property, including the presence and potential presence of Hazardous Materials, as they are identified. The RWQCB Order specifies the cleanup requirements for petroleum impacted soil and groundwater on the EDC Property. The Consent Agreement includes a Covenant to Restrict Use of the Property ("Restrictive Covenant"), which prohibits certain sensitive land uses, requires notice of a release of Hazardous Materials to future owners or lessees of the land, requires an annual certification be submitted to DTSC attesting to compliance with the Restrictive Covenant and reserves DTSC's right of access to the EDC Property. The Army EDC Deed also incorporates the Restrictive Covenant, requires that the City provide written notice to the Army of any noncompliance with the Restrictive Covenant and requires that the Army be provided with a right of access to the EDC Property for purposes of environmental investigation, remediation or other corrective action, if and to the extent required. For purposes of this Agreement, DTSC, the RWQCB and the Army are collectively referred to as the "Resource Agencies" and the documents identified in this Section, together with any other requirements of the applicable Hazardous Materials Laws, are collectively referred to as the "Environmental Remediation Requirements."

(4) Notice of Restrictions in the Restrictive Covenant and EDC Deed. The Restrictive Covenant required by DTSC as part of the Consent Agreement provides that all of the environmental restrictions set forth in the Restrictive Covenant shall be included in any transfer of the EDC Property or any interest therein. The Restrictive Covenant is provided in full in Exhibit M1. Further, the Army EDC Deed provides that all of the environmental protection provisions of the Army EDC Deed shall be included either verbatim or by reference into any transfer of the EDC Property or any interest therein. The Army EDC Deed is provided in full in Exhibit M2. Required notices and copies of the Restrictive Covenant and Army EDC Deed shall also be provided in all relevant agreements flowing from this Agreement. Developer covenants that it will include or reference the Restrictive Covenant and Army EDC Deed in each of its future subleases.

(b) Meet and Confer. In the event that the results of the inspections performed pursuant to Section 7 of the Foster Sublease entitle Foster to terminate the Foster Sublease, the Parties shall meet and confer for a period of ten (10) business days with the purpose of discussing the Parties' options for addressing the results of such termination in a manner that will avoid a termination of the Foster Sublease. Neither Party shall be required to commit to any course of action as a result of such meet and confer process.

33. Modifications. The provisions of this Agreement, including the attached exhibits, constitute the entire Agreement between Tenant and Landlord regarding the Premises and the Parties' rights and obligations with respect thereto. No representation, covenant or other matter, oral or written, that is not expressly set forth in this Agreement, shall be a part of, modify or affect this Agreement. This Agreement may only be modified or amended pursuant to a written agreement executed by the Parties.

34. Covenant Against Contingent Fees. Tenant warrants that no person or agency has been employed or retained to solicit or obtain this Agreement upon an agreement or understanding for a Contingent Fee. For breach or violation of this warranty, Landlord, at its option, may recover from Tenant the full amount of the contingent fee which Landlord is obligated to pay to any third party. "Contingent Fee," as used in this Section 34, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Landlord contract.

35. Memorandum of Agreement. At Landlord's request and at Tenant's cost and expense, Tenant shall execute and acknowledge, and record a memorandum of this Agreement.

36. Eminent Domain. If all or any part of the property subject of this Agreement or any interest therein is taken by or under the power of eminent domain (including but not limited to a conveyance under threat of and in lieu of exercise of such power), this Agreement shall, as to the part so taken, terminate as of the date title shall vest in the condemnor. If all of the Premises shall be taken or if such part be taken so that there does not remain a portion susceptible for reasonable occupation and use as herein authorized, as reasonably determined by Landlord, then this Agreement shall terminate. Tenant acknowledges Landlord's power, upon payment of just compensation, to exercise its power of eminent domain as to the franchise and leasehold estate created hereunder; provided, however, that the foregoing acknowledgment shall not be deemed or construed to prejudice or waive any rights of Tenant to challenge or object to any attempt by Landlord so to exercise such power or to recover any damages as may be permitted by law resulting from the exercise of such power. Nothing in this Section 36 shall affect or negate in any way the provisions of Section 24 hereof.

37. Confidentiality. Tenant agrees to maintain in confidence and not disclose to any person or entity, without Landlord's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of Landlord. Tenant further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained by Tenant during the term of this Agreement. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.

38. Force Majeure. For purposes of this Agreement, "Force Majeure" means events which result in delays in a Party's performance of its obligations hereunder due to causes beyond such Party's control, including, but not restricted to, acts of God or of the public enemy, acts of the other Party, fires, floods, earthquakes, tidal waves, terrorist acts, strikes, freight embargoes, delays of subcontractors because of Force Majeure, as defined herein, unusually severe weather, and delay in the issuance of any governmental permits or approvals beyond customary processing times for a project of similar magnitude and complexity, provided that Tenant submitted complete applications or other documentation, timely sought such permits or approvals and diligently responds to any requests for further information or submittals. In the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Tenant or the City will be extended for the period of the delay; provided, however, within thirty (30) days after the beginning of any such delay, the delayed Party shall have first notified the other Party in writing of the cause or causes of such delay and claimed an extension for the reasonably estimated period of the enforced delay, and must be proceeding

diligently and prosecuting all matters within its control to completion with diligence. Force Majeure does not include failure to obtain financing or have adequate funds. The extension due to Force Majeure includes not only the period of time during which performance of an act is hindered, but also such additional time thereafter as may reasonably be required to make repairs, to restore if appropriate, and to complete performance of the hindered act. Extensions afforded to a Party due to Force Majeure during the Term of this Agreement will be limited, in the aggregate, to a total of thirty-six (36) months. At any time after the expiration of such 36 months afforded to a Party, the other Party may terminate the Agreement by giving thirty (30) days' written notice to the delayed Party.

39. **Tenant's Right to Terminate**. If Tenant is not in default under this Agreement, then Tenant may elect to terminate this Agreement if, (a) despite Tenant's best efforts, Tenant is unable to obtain the Permits for at least three (3) Advertising Structures or revocation of permits occur leaving less than three (3) Advertising Structures permitted for the Premises, or (b) a change of any law, regulation or governmental action prohibits outdoor advertising use at the Premises. Tenant shall not be entitled to recover from Landlord any prepaid Rent. If, based on events or causes out of Tenant's control: (i) the view of a Display is permanently obstructed, or (ii) vehicular traffic that views the Display is permanently interrupted or ceased, and in each case, such obstruction or interruption materially and adversely impacts the ability to sell advertising for such Advertising Structure or Display, and provided that: (A) Tenant is not in default of any of its covenants or obligations under this Agreement; and (B) Tenant has pursued to conclusion all its available legal remedies to address the obstruction or interruption, then Tenant may elect to terminate its use of the Site containing such affected Advertising Structure or Display, and cease paying Percentage Rent and the portion of the Minimum Annual Guarantee Payment allocated to such Advertising Structure or Display and Site; provided, however, that notwithstanding any contrary provision of this Agreement, (x) in no event shall Tenant have the right to terminate on a Site by Site basis in accordance with this Section if such termination would result in the Premises having less than three (3) Sites and three (3) Advertising Structures at any time, and (y) for each Lease Year during the Term, the minimum Minimum Annual Guarantee Payment payable by Tenant to the City shall be not less than the Minimum MAG Amount. If Tenant does not elect to terminate the affected Site or is unable to based on the foregoing restriction, and upon Tenant's written request, the City agrees to meet and discuss with Tenant the possibility of relocating, at Tenant's sole cost and expense, the affected Advertising Structure to a Relocation Site located within the relocation area described on **Exhibit A-3** and the terms and conditions of such relocation. In no event, however, shall the City have any liability to Tenant if, after meeting and conferring with Tenant, the City, in its sole and absolute discretion, declines to relocate the affected Advertising Structure or Display.

40. **Landlord's Right to Terminate**. Landlord may, in its sole and absolute discretion, elect to terminate the Agreement if: (i) the City determines that the Premises is required by City in its proprietary capacity for a City purpose (which shall not include another person or entity operating outdoor advertising on the Premises), in which case City and Tenant shall reasonably agree on the reimbursement by the City of the costs and expenses of Tenant or Foster, as applicable, including, without limitation, costs and expenses for developing and installing the applicable Advertising Structure and Displays, and the fair market value of the Advertising Structure and Displays; (ii) Tenant has not obtained the Permits for at least three (3) Advertising Structures within one hundred eighty (180) days after the Site Delivery Date (subject

to a Force Majeure extension, as set forth in Section 38, for up to a maximum of one hundred eighty (180) days); (iii) at least three (3) Advertising Structures are not installed and operating within one (1) year after the Site Delivery Date (subject to a Force Majeure extension, as set forth in Section 38, for up to a maximum of one hundred eighty (180) days); (iv) the LDDA is terminated solely as a result of a default by the developer thereunder; (v) the Foster Sublease is terminated for any reason prior to the expiration or earlier termination of this Agreement, and a qualified replacement outdoor advertising operator is not fully operating the then existing Advertising Structures on the Premises within ninety (90) days after the Foster Sublease termination date; (vi) at any time after the expiration of the time frames set forth in subclauses (ii) and (iii) above without the City electing to terminate thereunder, less than three (3) Advertising Structures are operating at the Premises; or (vii) the conditions in Section 1.8 hereof have not been completed or waived by City with the timeframe set forth therein. Tenant shall not be entitled to recover from Landlord any prepaid Rent.

(a) Limitation on Rights or Remedies. Landlord's right to terminate this Agreement and to retain/receive all Rent paid or payable through the date of such termination shall be its sole and exclusive right/remedy in conjunction with a termination as a result of clause (ii) or (iii) of Section 40 (so long as such termination is not as a result of Tenant's failure to apply the required efforts to obtain the Permits pursuant to Section 4.3 or construct the Advertising Structures pursuant to Section 4.5), or clause (iv) of Section 40.

41. Public Disclosure. Tenant acknowledges that under the California Public Records Act and the City's Sunshine Ordinance both as they may be amended or modified, or any similar public records disclosure law hereinafter enacted that by its terms applies to this Agreement (collectively, the "Disclosure Laws"), all of Tenant's books, records and documents maintained by Tenant (or maintained for Tenant) relating to the operation of the Premises and delivered or required to be delivered by Tenant to Landlord may be considered public records and, to the extent required by the Disclosure Laws, will be made available to the public upon request. Landlord shall not in any way be liable or responsible for the disclosure of any such information, books or records or portions thereof if the disclosure is made pursuant to a request under the Disclosure Laws. Without limiting the preceding provision of this Section 41, upon Landlord's receipt of a written request from a third party pursuant to the Disclosure Laws for such disclosure of financial information pertaining to any sublease, Landlord shall endeavor to provide to Tenant notice of such request and nothing herein shall be deemed to prohibit or restrict Tenant from seeking, at its sole cost, a protective order from any court of competent jurisdiction with respect to such information; provided, however, that Landlord shall have no liability whatsoever to Tenant for any failure to provide such notice to Tenant, and provided further that Tenant shall indemnify, protect, defend and hold harmless Landlord from and against any costs and expenses, including, without limitation, reasonable attorneys' fees and legal expenses, incurred by Landlord in connection with any administrative or court proceedings related to the seeking, implementation or enforcement of any such protective order. The provisions of this Section 41 shall survive the expiration or any earlier termination of this Agreement.

42. Dispute Disclosure. Tenant and its contractors are required to disclose pending disputes with the City of Oakland when they are involved in submitting bids, proposals or applications for a City contract or transaction involving professional services. This includes

contract amendments. Tenant agrees (and shall require its contractors to agree) to disclose, and has disclosed, any and all pending disputes to the City prior to execution of this Agreement. The City will provide a form for such disclosure upon Tenant or its contractor's request. Failure to disclose pending disputes prior to execution of the contract or contract amendment shall be a basis for termination of the contract or contract amendment agreement.

43. **Governing Law and Jurisdiction**. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice or conflict of law provision or rule.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURES ARE ON THE FOLLOWING PAGE.]

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

LANDLORD

CITY OF OAKLAND, a municipal corporation

By: _____
City Administrator

OAKLAND REDEVELOPMENT SUCCESSOR AGENCY

By: _____
Agency Administrator

TENANT:

Prologis CCIG Oakland Global, LLC, a Delaware limited liability company,

By: _____

Name: Mark Hansen

Title: Sr. V.P.

Its: Authorized signatory

By: _____

Name: Phil Tagami

Title: President & Member

THIS AGREEMENT SHALL NOT BE VALID OR EFFECTIVE FOR ANY PURPOSE UNLESS AND UNTIL IT IS SIGNED BY THE DEPUTY CITY ATTORNEY.

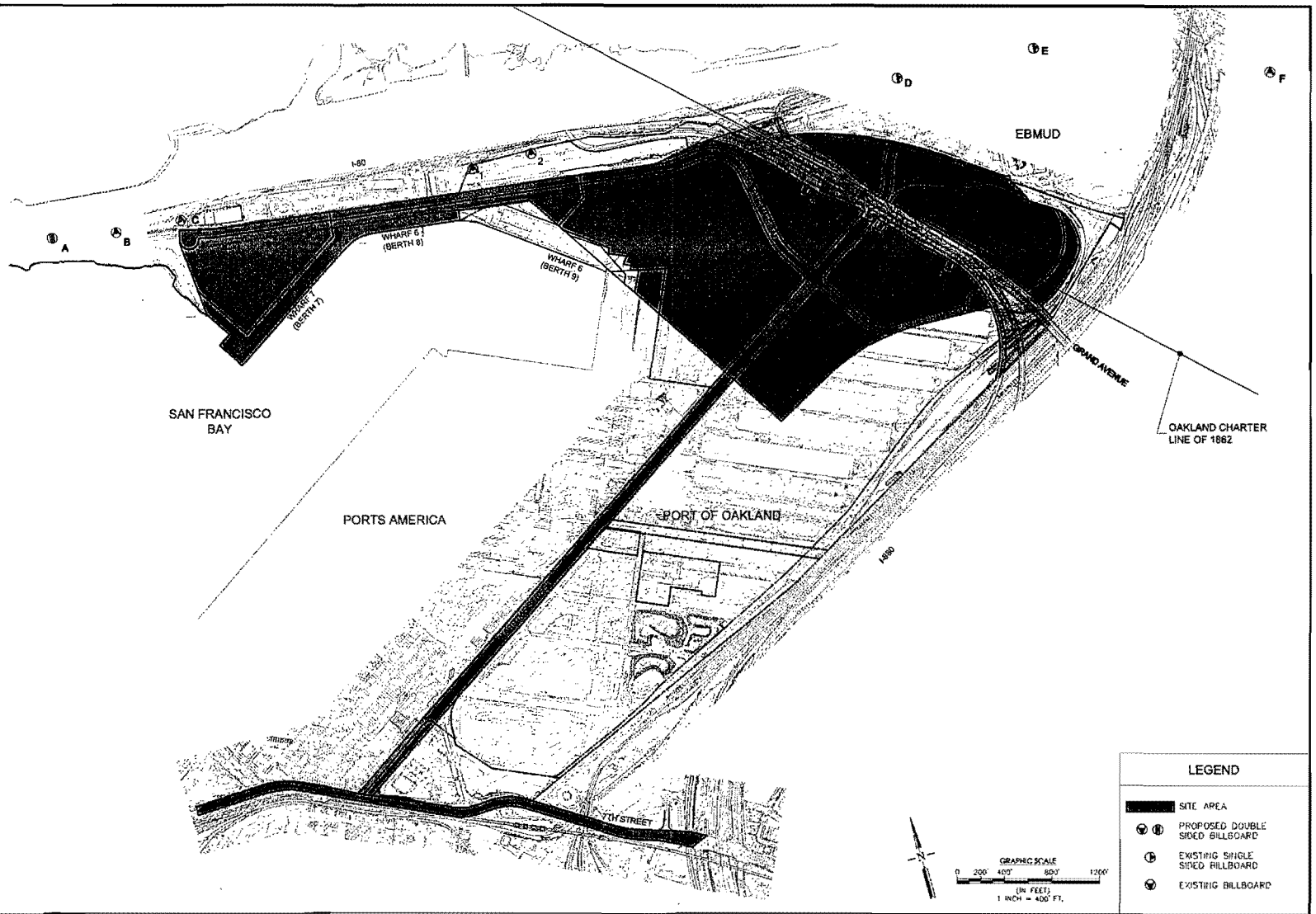
Approved as to form and legality this 23 day of October, 2012.

_____
Deputy City Attorney

1032491v5

EXHIBIT A-1

[SITE MAP]



OAKLAND GLOBAL

ARCHITECTURAL DIMENSIONS

ARCHITECTURAL DIMENSIONS
BILLBOARD TEAM
JAMES HOLBROOK-ER
510-463-8300
320 FRANK H. OGAWA PLAZA, SUITE 375
OAKLAND, CA 94612

PROJECT INFO

SITE PLAN
BILLBOARD PLAN
CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

CAL NO	AD 0178.03
INV. NO	15302

REV	DATE	COMMENT

JOB NO.	OA802
SCALE	1" = 400'
DATE	9/23/2012
DRAWN BY:	E. CHABOT
CHECKED BY:	J. HOLBROOK-ER

DRAWING NO
X-336
SHEET 1 OF 2

EXHIBIT A-2

LEGAL DESCRIPTION OF PREMISES AND ACCESS AREAS

[The legal descriptions for the Premises and Access Areas shall be provided and reasonably agreed to by the parties prior to the Site Delivery Date]

EXHIBIT A-3

ADVERTISING STRUCTURES DESCRIPTION AND LOCATION

Site #	Billboard Location	Size	Displays	Display Type
1	I-80 Bay Bridge approx. 300' East of Toll Plaza (West Gateway) – South Line, East & West Face	20'H x 60'W	2	LED
2	I-80 Bay Bridge approx. 800' East of Toll Plaza (West Gateway) – South Line, West Face	20'H x 60'W	2	Backlit
3	I-880 West Grand approx. 500' North of Maritime (Central Gateway) – West Line, North & South Face	14'H x 48'W	2	LED
4	I-880 West Grand South of Maritime (East Gateway) – West Line, North & South Face	14'H x 48'W	2	Backlit
5	I-880 West Grand approx. 600' South of Maritime (East Gateway) – West Line, North & South Face	14'H x 48'W	2	LED

POSSIBLE RELOCATION SITES

Rpl. Site #	Billboard Location
2	Site on City land South of I-880 West Grand, North of Maritime or CalTrans land along I-80 Toll Plaza
3	Site on City land South of I-880 West Grand, North of Maritime
4	Site on City land South of I-880 North, North or South of Maritime
5	Site on City land South of I-880 North, South of Maritime

EXHIBIT B

[INTENTIONALLY DELETED]

EXHIBIT C

ENCUMBRANCES

Approved Encumbrances

The following exceptions as shown on that certain Preliminary Report prepared by the First American Title Company, dated March 10, 2012 (updated and amended March 29, 2012), and identified as Order No. NCS-378612-CC (the "Approved Exceptions"): 1, 9, 10, 22 and 24.

Updated and Amended 3/29/2012

First American Title

1850 Mt. Diablo Blvd., Suite 300
Walnut Creek, CA 94596

John Monetta
City of Oakland, Community & Economic Development Agency
250 Frank H. Ogawa Plaza, 4th Floor, Rm 4308
Oakland, CA 94607
Phone: (510)238-7125

Escrow Officer:	Liz Treangen
Phone:	(925)927-2100

Borrower:

Property: Parcels: (B-2 and B-3-EDC), (C-1 and C-2 Port Sliver), (E-Public Trust), (14 and B-4-Baldwin Yard), (15-A and B-1-Subaru) Former Oakland Army Base and vicinity, Oakland, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of March 10, 2012 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

None: Informational

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

AS TO EDC PARCELS B-2 and B-3:

City of Oakland, a municipal corporation

AS TO PORT "SLIVER" PARCELS C-2 AND C-1:

City of Oakland, a municipal corporation

AS TO PUBLIC TRUST PARCEL E:

The Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law, as a trustee pursuant to the public trust for commerce, navigation, and fisheries and the terms and conditions of Chapter 657, Statutes of 1911 and Chapter 664, Statutes of 2005, both as amended, and the State of California, acting by and through the State Lands Commission, as to those interests reserved to it through Chapter 657, Statutes of 1911 and Chapter 664, Statutes of 2005, both as amended.

AS TO BALDWIN YARD ADJUSTED PARCEL 14:

City of Oakland, a municipal corporation

AS TO SUBARU ADJUSTED PARCEL 15-B:

City of Oakland, a municipal corporation

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee Simple

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2012-2013, a lien not yet due or payable.

   Taxes for the year 2011-2012 were exempt.

2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

3. Any easements or lesser rights in favor of Oakland Terminal Railway Co., Pacific Gas and Electric Company, or others for railroad tracks, underground utilities and sewers located within a northeastern portion of EDC Parcel B-2, as disclosed by the Indenture recorded February 17, 1942, Instrument No. PP-7972, Book 4186, Page 156 of Official Records.

4. An easement for railroad tracks and incidental purposes, recorded August 4, 1942 as Instrument No. PP-39463, Book 4267, Page 109 of Official Records.

In Favor of:	Santa Fe Land Improvement Company
Affects:	A northern portion of EDC Parcel B-2 and Baldwin Yard Adjusted Parcel 14

   The rights of Santa Fe Land Improvement Company under said easement grant were conveyed to The California, Arizona and Santa Fe Railway Company, a California corporation by Deed recorded December 15, 1957, Instrument No. AB-107222, Book 5347, Page 71 of Official Records.

   The rights of The California, Arizona and Santa Fe Railway Company under said easement grant were conveyed to The Atchison, Topeka and Santa Fe Railway Company by the document recorded August 29, 1963, Instrument No. AU-144208, Reel 978, Image 378 of Official Records.

5. An easement for public street and roadway purposes and incidental purposes, recorded July 23, 1943 as QQ-38166, Book 4404, Page 171 of Official Records.

In Favor of:	City of Oakland, a municipal corporation (not acting by and through its Board of Port Commissioners) by reservation
Affects:	that portion of Parcel B-2 within Maritime Street as it physically existed at said of July 23, 1943 which now includes a roadway which may now be known as Navy Roadway and additional land

   NOTE: By virtue of the City of Oakland having acquired the fee title said Parcel B-2, such easement should be merged out of existence

6. An easement for outfall sewer line and incidental purposes, recorded September 23, 1949 as Instrument No. AD-64847, Book 5894, Page 349 of Official Records.

In favor of:	East Bay Municipal Utility District
Affects:	a northern portion of EDC Parcels B-2 and B-3 and a portion of Public Trust Parcel E

   In connection therewith, unrecorded permit for installation and maintenance of sewer outfall dated July 19, 1949 by and between the State of California, East Bay Municipal Utility District amd Key Route Transit Lines

   Terms and provisions contained in the above documents.

7. An easement for public highway viaducts, surface roadways and roadway ramps and incidental purposes, recorded June 26, 1968 as Instrument No. BA-68979, Reel 2205, Image 787 of Official Records.

In favor of:	State of California
Affects:	northern portions EDC Parcel B-2 and B-3, Public Trust Parcel E and portions of the Baldwin Yard and Subaru Parcels

Terms and provisions contained in the above document.

8. Abutter's rights of ingress and egress to or from the adjoining freeway and freeway frontage roads (West Grand Avenue) have been relinquished pursuant to the terms and provisions in the documents recorded June 26, 1968 as Instrument No. BA-68979, Reel 2205, Image 787 and recorded February 23, 1979 as Instrument No. 79-34788 and recorded February 13, 2002 as Instrument No. 2002-72863

Affects: EDC Parcel B-2, Baldwin Yard Adjusted Parcel 14 and Subaru Adjusted Parcel 15-B and Port "Sliver" Parcels C-1 of Official Records.

9. An easement for aerial easement and right to construct overhead freeway bridge and/or highway together with inspection and access rights and incidental purposes, recorded February 3, 1995 as Instrument No. 95-28117 of Official Records.

In Favor of:	State of California
Affects:	portion of Port "Sliver" Parcels C-1

10. The fact that the land lies within the boundaries of the Oakland Army Base Redevelopment Project Area, as disclosed by the document recorded August 3, 2000 as Instrument No. 2000232151 of Official Records.

Revised Statement of Institution of Redevelopment for the Oakland Army Base Redevelopment Project recorded December 3, 2007 as Instrument No. 2007-409556 of Official Records

11. An easement for construction of the San Francisco-Oakland Bay Bridge Span Seismic Safety Project, including but not limited to governmental, on-commercial harbor and port use and incidental purposes, recorded Feburuary 13, 2002 as Instrument No. 2002-72862 of Official Records.

In favor of:	State of California
Affects:	portion EDC Parcel B-3 and Public Trust Parcel E

12. An easement for road purposes and incidental purposes, recorded February 13, 2002 as Instrument No. 2002-72864 of Official Records.

In favor of:	State of California
Affects:	a 40 foot wide strip located within EDC Parcels B-2 and B-3 and Public Trust Parcel E and and two 41 foot wide strips the locations of which are not defined of record

Terms and provisions contained in the above document.

13. An easement for rights of access to perform acts of environmental investigation and remediation and incidental purposes, recorded August 8, 2003 as Instrument No. 2003466370 of Official Records.

In Favor of:	United States of America, acting by and through the Secretary of the Army
Affects:	All of said lands, excepting Port "Sliver" Parcels C-1

Terms and provisions contained in the above document.

14. An unrecorded easement (DACA05-2-70-01) for underground communication cable line and incidental purposes, dated January 8, 1970, as disclosed in the Quitclaim Deed recorded August 8, 2003 as Instrument No. 2003466370 of Official Records.

In Favor of:	The Pacific Telephone and Telegraph Company
Affects:	a portion of the EDC Parcels B-2 and B-3 and Public Trust Parcel E

Terms and provisions contained in the above document.

15. An unrecorded easement (SFRE (S) 499) for underground communication cable line and incidental purposes, dated January 25, 1954, as amended by supplements dated June 29, 1965, May 19, 1966, May 29, 1968 and June 23, 1970, as disclosed by the quitclaim deed recorded August 8, 2003 as Instrument No. 2003466370 of Official Records.

In Favor of:	The Pacific Telephone and Telegraph Company
Affects:	a portion of the EDC Parcels B-2 and B-3 and Public Trust Parcel E

Terms and provisions contained in the above document.

16. An unrecorded easement (SFRE (S)-630) for underground communication cable line and incidental purposes, dated June 17, 1955, as disclosed by the Quitclaim Deed recorded August 8, 2003 as Instrument No. 2003466370 of Official Records.

In Favor of:	The Western Union Telegraph Company
Affects:	a portion of the EDC Parcels B-2 and B-3 and Public Trust Parcel E

Terms and provisions contained in the above document.

17. An unrecorded easement (SFRE-(S)-729) for underground communication cable line and incidental purposes,dated February 25, 1957, as disclosed by the Quitclaim Deed recorded August 8, 2003 as Instrument No. 2003466370 of Official Records.

In Favor of:	The Pacific Telephone and Telegraph Company
Affects:	a portion of the EDC Parcels B-2 and B-3 and Public Trust Parcel E

Terms and provisions contained in the above document.

18. The terms and provisions contained in the document entitled "Covenant to Restrict use of Property Environmental Restriction" recorded August 8, 2003 as Instrument No. 2003466371 of Official Records. Affects: EDC Parcels B-2 and B-3 and Public Trust Parcel E and Baldwin Yard Adjusted Parcel 14

19. The terms and provisions contained in the document entitled "Covenant to Restrict use of Property Environmental Restriction" recorded November 18, 2004 as Instrument No. 2004-513848 of Official Records. Affects: Subaru Adjusted Parcel 15-B

20. The terms and provisions contained in the document entitled "Quitclaim Deed" recorded November 18, 2004 as Instrument No. 2004-513849 of Official Records. Affects: Subaru Adjusted Parcel 15-B

21. An easement for ingress and egress and incidental purposes, recorded November 18, 2004 as Instrument No. 2004-513852 of Official Records.

In Favor of:	United States of America (Department of the Army)
Affects:	southeasterly portion of Baldwin Yard Adjusted Parcel 14

Quitclaim Deed recorded June 29, 2007 as Instrument No. 2007-243205 of Official Records by which the United States of America (Department of the Army) transfered its above easement interest to East Bay Municipal Utility District

Terms and provisions contained in the above documents.

22. The terms and provisions contained in the document entitled "Oakland Army Base Settlement and Exchange Agreement" recorded August 7, 2006 as Instrument No. 2006-301845 of Official Records.

Among other matters, said document contains provisions that land herein are imposed with and subject to the "public trust" as set forth therein

The imposition of said "public trust" is made effective as to the lands herein on that certain Patent by the State of California to the Redevelopment Agency of the City of Oakland recorded August 7, 2006 as Instrument No. 2006-301850 of Official Records.

Affects: Public Trust Parcel E

23. An easement for ingress and egress and incidental purposes, recorded August 31, 2007 as Instrument No. 2007-319054 of Official Records.

In Favor of:	City of Oakland, acting by and through its Board of Port Commissioners
Affects:	southeasterly portion of Baldwin Yard Adjusted Parcel 14

24. An easement for all reasonable activities associated with the investigation, engineering and construction work for the "Berth 21 Project" and incidental purposes, recorded March 4, 2008 as Instrument No. 2008-80868 of Official Records.

In Favor of:	City of Oakland, acting by and through it Board of Port Commissioners
Affects:	southwesterly portion of EDC Parcel B-2 and a portion of Public Trust Parcel E

25. An easement for bike paths and incidental purposes, recorded July 28, 2010 as Instrument No. 2010-208571 of Official Records.

In Favor of:	State of California Department of Transportation
Affects:	portion of Parcels B-2, B-3 and E

Terms and provisions contained in the above document.

26. Any challenge to the transfer of title under the Grant Deed recorded January 31, 2012, as Instrument No. 2012-30757 of Official Records which challenge arises out of or is authorized or enabled by reason of the enactment of California Assembly Bill ABx1 26, Statutes of 2011, by the State of California

Affects: EDC Parcels B-2 and B-3, Port "Sliver" Parcels C-2 and C-1, Baldwin Yard Adjusted Parcel 14 and Subaru Adjusted Parcel 15-B

27. The effect upon title to Public Trust Parcel E by reason of the fact that title is vested of record in the Redevelopment Agency of the City of of Oakland, as Trustee etc, the existence of which entity was effectively terminated by reason of the enactment of California Assembly Bill AB1X 26, Statutes of 2011, by the State of California

INFORMATIONAL NOTES

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the City of Oakland, County of Alameda, State of California, described as follows:

EDC PROPERTY (PARCELS B-2 AND B-3)

PARCEL B-2

PARCELS 1 AND 2, PARCEL MAP NO. 10074, FILED DECEMBER 15, 2011, PARCEL MAP BOOK 318, PAGES 74-76, INCLUSIVE, ALAMEDA COUNTY RECORDS

APN: 018-0507-001-11

PARCEL B-3

A PORTION OF PARCEL 1 AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED FOR NO-COST ECONOMIC DEVELOPMENT CONVEYANCE PARCEL, COUNTY OF ALAMEDA, CALIFORNIA, RECORDED AUGUST 8, 2003 AS DOC. NO. 2003466370 IN THE OFFICE OF THE RECORDER OF THE SAID COUNTY OF ALAMEDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT CITY OF OAKLAND MONUMENT NO. 7SE13, SAID MONUMENT BEING A PIN SET IN CONCRETE, IN A MONUMENT WELL MARKING THE INTERSECTION OF THE CENTERLINES OF MARITIME STREET AND 10TH STREET, AS SAID STREETS ARE SHOWN ON THAT UNRECORDED MAP ENTITLED "OAKLAND ARMY TERMINAL BOUNDARY MAP" PREPARED BY WILSEY & HAM ENGINEERS IN 1958 FOR THE U.S. ARMY CORPS OF ENGINEERS, FILE NO. 45-I-286 (HEREINAFTER REFERRED TO AS THE ARMY MAP), SAID MONUMENT IS FURTHER DESCRIBED AS BEING PORT OF OAKLAND MONUMENT ID H006 AS SHOWN UPON RECORD OF SURVEY 990, FILED FOR RECORD IN BOOK 18 OF RECORDS OF SURVEYS, AT PAGES 50-60, ALAMEDA COUNTY OFFICIAL RECORDS;

THENCE SOUTH 38°00'05" WEST, 989.35 FEET TO THE EASTERN MOST CORNER OF PARCEL SEVEN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED, RECORDED JUNE 15, 1999 AS DOC. NO. 99-222447 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF THE SAID COUNTY OF ALAMEDA (HEREINAFTER REFERRED TO AS DOC. 99222447), BEING A POINT ON THE LINE OF ORDINARY LOW TIDE IN THE BAY OF SAN FRANCISCO AS IT EXISTED ON THE 4TH DAY OF MAY IN THE YEAR 1852 (HEREINAFTER REFERRED TO AS THE AGREED LOW TIDE LINE OF 1852) AS DESCRIBED AND AGREED UPON IN CITY OF OAKLAND ORDINANCE NO. 3099 A CERTIFIED COPY OF WHICH WAS RECORDED ON OCTOBER 10, 1910 IN BOOK 1837 OF DEEDS, PAGE 84, IN THE OFFICE OF THE RECORDER OF THE SAID COUNTY OF ALAMEDA (HEREINAFTER REFERRED TO AS 1837 DEEDS 84), SAID POINT BEING MARKED BY A PIN SET IN CONCRETE IN A MONUMENT WELL, AS SHOWN ON SAID ARMY MAP;

THENCE ALONG SAID AGREED UPON LOCATION OF THE "AGREED LOW TIDE LINE OF 1852" (1837 DEEDS 84) NORTH 41°00'50" EAST, 3829.19 FEET TO THE EASTERN MOST CORNER OF PARCEL 4 AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED FOR BERTH 21 SUBMERGED/UPLAND PROPERTY RECORDED AUGUST 8, 2003 AS DOC. NO. 2003466373 IN THE OFFICE OF THE RECORDER OF SAID COUNTY OF ALAMEDA (HEREINAFTER REFERRED TO AS DOC. 2003466373);

THENCE DEPARTING FROM THE SAID AGREED UPON LOCATION OF THE "AGREED LOW TIDE LINE OF 1852" (1837 DEEDS 84), NORTH 80°39'13" WEST, 4577.07 FEET TO A POINT IN THE

EXISTING WESTERLY PERIMETER FENCE LINE OF SAID PIER 7, SAID EXISTING PERIMETER FENCE BEING THE WESTERN BOUNDARY OF SAID PARCEL 1 (DOC. 2003466370) AND THE POINT OF BEGINNING OF PARCEL OF PARCEL B-3 AS HEREIN DESCRIBED;

THENCE NORTHERLY ALONG THE SAID WESTERLY PERIMETER FENCE LINE OF PIER 7, BEING THE SAID WESTERN BOUNDARY OF PARCEL 1 (DOC. 2003466370), THE FOLLOWING TWO COURSES:

1) NORTH 20°41'10" WEST 427.98 FEET TO AN ANGLE POINT IN SAID FENCE LINE;

2) THENCE NORTH 01°48'40" WEST, 114.71 FEET TO A POINT ON THE SOUTHERN BOUNDARY OF PARCEL "S" AS DESCRIBED IN THAT CERTAIN INDENTURE AND CONVEYANCE BY AND BETWEEN THE STATE OF CALIFORNIA ACTING BY AND THROUGH IT'S DEPARTMENT OF PUBLIC WORKS AND THE CALIFORNIA TOLL BRIDGE AUTHORITY, AND CITY OF OAKLAND, ACTING BY AND THROUGH IT'S BOARD OF PORT COMMISSIONERS, RECORDED ON FEBRUARY 17, 1942 IN BOOK 4186 OF OFFICIAL RECORDS, AT PAGE 156 IN THE OFFICE OF THE RECORDER OF THE SAID COUNTY OF ALAMEDA (HEREINAFTER REFERRED TO AS 4186 O.R. 156) BEING THE GENERALLY NORTHERN BOUNDARY OF SAID PARCEL 1 (DOC. 2003466370); THENCE ALONG THE SAID SOUTHERN BOUNDARY OF SAID PARCEL "S" (4186 O.R. 156), BEING THE SAID GENERALLY NORTHERN BOUNDARY OF PARCEL 1 (DOC. 2003466370), THE FOLLOWING TWO COURSES:

1) NORTH 88°08'30" EAST, 291.86 FEET;
2) THENCE NORTH 81°36'26" EAST 984.09 FEET;

THENCE DEPARTING FROM THE SAID SOUTHERN BOUNDARY OF SAID PARCEL "S" (4186 O.R. 156), BEING THE SAID GENERALLY NORTHERN BOUNDARY OF PARCEL 1 (DOC. 2003466370), SOUTH 08°23'15" EAST 210.89 FEET;

THENCE SOUTH 41°23'42" WEST 1098.60 FEET;

THENCE NORTH 48°40'48" WEST 552.26 FEET TO THE POINT OF BEGINNING, CONTAINING 758,852 SQUARE FEET (17.421 ACRES), MORE OR LESS, MEASURED IN GROUND DISTANCES.

APN: 000-0507-001-10

PORT "SLIVER" PARCELS (PARCELS C-2 AND C-1)

PARCEL C-2

A PORTION OF THE LANDS DESCRIBED IN THAT CERTAIN ACT OF THE LEGISLATURE OF THE STATE OF CALIFORNIA ENTITLED "AN ACT GRANTING CERTAIN TIDE LANDS AND SUBMERGED LANDS OF THE STATE OF CALIFORNIA TO THE CITY OF OAKLAND AND REGULATING THE MANAGEMENT, USE AND CONTROL THEREOF," APPROVED MAY 1, 1911 AS CHAPTER 657 OF STATUTES OF 1911, AND AMENDATORY ACTS (HEREINAFTER REFERRED TO AS STAT. 1911, CH. 657), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CITY OF OAKLAND MONUMENT NO. 7SE13, SAID MONUMENT BEING A PIN SET IN CONCRETE, IN A MONUMENT WELL MARKING THE INTERSECTION OF THE CENTERLINES OF MARITIME STREET AND 10TH STREET, AS SAID STREETS ARE SHOWN ON THAT UNRECORDED MAP ENTITLED "OAKLAND ARMY TERMINAL BOUNDARY MAP" PREPARED

BY WILSEY & HAM ENGINEERS IN 1958 FOR THE U.S. ARMY CORPS OF ENGINEERS, FILE NO. 45-I-286 (HEREINAFTER REFERRED TO AS THE ARMY MAP), SAID MONUMENT IS FURTHER DESCRIBED AS BEING PORT OF OAKLAND MONUMENT ID H006 AS SHOWN UPON RECORD OF SURVEY 990, FILED FOR RECORD IN BOOK 18 OF RECORDS OF SURVEYS, AT PAGES 50-60, OFFICIAL RECORDS OF THE SAID COUNTY OF ALAMEDA;

THENCE SOUTH 38°00'05" WEST, 989.35 FEET TO THE EASTERN MOST CORNER OF PARCEL SEVEN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED, RECORDED ON JUNE 15, 1999 AS DOC. NO. 99222447 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF THE SAID COUNTY OF ALAMEDA (HEREINAFTER REFERRED TO AS DOC. 99222447), BEING A POINT ON THE LINE OF ORDINARY LOW TIDE IN THE BAY OF SAN FRANCISCO AS IT EXISTED ON THE 4TH DAY OF MAY IN THE YEAR 1852 (HEREINAFTER REFERRED TO AS THE AGREED LOW TIDE LINE OF 1852) AS DESCRIBED AND AGREED UPON IN CITY OF OAKLAND ORDINANCE NO. 3099, A CERTIFIED COPY OF WHICH WAS RECORDED ON OCTOBER 10, 1910 IN BOOK 1837 OF DEEDS, PAGE 84, IN THE OFFICE OF THE RECORDER OF THE SAID COUNTY OF ALAMEDA (HEREINAFTER REFERRED TO AS 1837 DEEDS 84), SAID POINT BEING MARKED BY A PIN SET IN CONCRETE IN A MONUMENT WELL, AS SHOWN ON SAID ARMY MAP;

THENCE NORTHEASTERLY ALONG SAID AGREED UPON LOCATION OF THE "AGREED LOW TIDE LINE OF 1852" (1837 DEEDS 84) NORTH 41°00'50" EAST, 3829.19 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";

THENCE DEPARTING FROM THE SAID AGREED UPON LOCATION OF THE "AGREED LOW TIDE LINE OF 1852" (1837 DEEDS 84), NORTH 48°48'07" WEST, 839.34 FEET TO A POINT ON THE GENERALLY SOUTHERLY LINE OF PARCEL 1, TRACT 14 AS DESCRIBED IN SAID FINAL JUDGMENT AS TO INTERESTS OF DEFENDANT CITY OF OAKLAND, A MUNICIPAL CORPORATION, UNITED STATES OF AMERICA VS. CITY OF OAKLAND, ET AL., CASE NO. 21758-L, CASE NO. 21930-L, CASE NO. 22084-L RECORDED FEBRUARY 24, 1960, REEL 032, IMAGE 660 OF OFFICIAL RECORDS IN THE OFFICE OF THE RECORDER OF SAID ALAMEDA COUNTY (HEREINAFTER REFERRED TO AS REEL: 32, IMAGE:660), BEING THE POINT OF BEGINNING OF THE SAID PORTION OF LANDS (STAT. 1911, CH. 657) HEREIN DESCRIBED;

THENCE DEPARTING THE GENERALLY SOUTHERLY LINE OF SAID PARCEL 1, TRACT 14 (REEL: 32, IMAGE: 660), NORTH 48°48'07" WEST, 275.79 FEET TO A POINT ON A LINE THAT IS 100.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE LINE OF MEAN HIGH TIDE IN THE OAKLAND OUTER HARBOR, WHICH FOR THE PURPOSES OF THIS LEGAL DESCRIPTION IS BASED UPON A SURVEY, BY THE PORT OF OAKLAND IN SEPTEMBER 2001, OF THE LOCATION OF MEAN HIGH WATER FOR THE SAID OAKLAND OUTER HARBOR AS DEFINED BY THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION/NATIONAL OCEAN SERVICE;

THENCE NORTHERLY ALONG SAID PARALLEL LINE, THE FOLLOWING TWO COURSES:

1) NORTH 11°00'07" EAST 181.49 FEET;

2) NORTH 41°18'35" WEST 11.96 FEET TO A POINT ON THE SAID GENERALLY SOUTHERLY LINE OF PARCEL 1, TRACT 14 (REEL: 32, IMAGE: 660);

THENCE DEPARTING FROM SAID PARALLEL LINE, EASTERLY AND SOUTHERLY ALONG THE SAID GENERALLY SOUTHERLY LINE OF PARCEL 1, TRACT 14 (REEL: 32, IMAGE: 660) THE FOLLOWING TWO COURSES:

1) NORTH 86°48'30" EAST 235.16 FEET;

2) SOUTH 08°03'07" WEST, 385.68 FEET TO THE POINT OF BEGINNING, CONTAINING 65,473

SQUARE FEET (1.503 ACRES), MORE OR LESS, MEASURED IN GROUND DISTANCES.

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.

APN: 000-0507-007

PARCEL C-1:

A PORTION OF THE LANDS DESCRIBED AS PARCEL 2 IN THAT CERTAIN QUITCLAIM DEED BETWEEN THE STATE OF CALIFORNIA AND THE CITY OF OAKLAND, RECORDED FEBRUARY 23, 1979 AS DOC. NO. 79-034788 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF THE SAID COUNTY OF ALAMEDA (HEREINAFTER REFERRED TO AS DOC. 79034788), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CITY OF OAKLAND MONUMENT NO. 7SE13, SAID MONUMENT BEING A PIN SET IN CONCRETE, IN A MONUMENT WELL MARKING THE INTERSECTION OF THE CENTERLINES OF MARITIME STREET AND 10TH STREET, AS SAID STREETS ARE SHOWN ON THAT UNRECORDED MAP ENTITLED "OAKLAND ARMY TERMINAL BOUNDARY MAP" PREPARED BY WILSEY & HAM ENGINEERS IN 1958 FOR THE U.S. ARMY CORPS OF ENGINEERS, FILE NO. 45-I-286 (HEREINAFTER REFERRED TO AS THE ARMY MAP), SAID MONUMENT IS FURTHER DESCRIBED AS BEING PORT OF OAKLAND MONUMENT ID H006 AS SHOWN UPON RECORD OF SURVEY 990, FILED FOR RECORD IN BOOK 18 OF RECORDS OF SURVEYS, AT PAGES 50-60, OFFICIAL RECORDS OF THE SAID COUNTY OF ALAMEDA;

THENCE NORTH 06°22'58" WEST, 3704.99 FEET TO THE WESTERN MOST CORNER OF SAID PARCEL 2 (DOC. 79-034788), SAID CORNER BEING MARKED BY A CONCRETE NAIL AND CALTRANS TAG SET FLUSH, AS SHOWN ON RECORD OF SURVEY NO. 1687, FILED IN BOOK 25 OF RECORDS OF SURVEYS, AT PAGES 58-69, THE SAID COUNTY OF ALAMEDA OFFICIAL RECORDS, AND BEING THE POINT OF BEGINNING OF THE PORTION OF SAID PARCEL 2 (DOC. 79034788) HEREIN DESCRIBED;

THENCE ALONG THE WESTERN AND GENERALLY NORTHERN LINES OF SAID PARCEL 2 (DOC. 79034788) THE FOLLOWING THREE COURSES:

1) NORTH 21°36'13" EAST, 249.00 FEET TO AN ANGLE POINT MARKED BY A 1" IRON PIPE AND CALTRANS CAP UNDER A CYCLONE FENCE, AS SHOWN ON SAID RECORD OF SURVEY NO. 1687;

2) NORTH 75°30'42" EAST, 642.22 FEET TO AN ANGLE POINT MARKED BY A 1" IRON PIPE AND CALTRANS CAP, AS SHOWN ON SAID RECORD OF SURVEY NO. 1687;

3) NORTH 78°23'41" EAST, 230.24 FEET TO THE WESTERN MOST CORNER OF PARCEL 1 DESCRIBED IN THAT CERTAIN GRANT DEED FROM THE CITY OF OAKLAND TO THE STATE OF CALIFORNIA, RECORDED FEBRUARY 3, 1995 AS DOC. NO. 95028117 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF THE SAID COUNTY OF ALAMEDA (HEREINAFTER REFERRED TO AS DOC. 95028117), SAID CORNER BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 295.00 FEET AND A CENTRAL ANGLE OF 58°05'18", FROM WHICH BEGINNING THE RADIUS POINT BEARS NORTH 45°29'15" EAST;

THENCE ALONG THE GENERALLY SOUTHERLY LINE OF SAID PARCEL 1 (DOC. 95028117) THE

FOLLOWING FIVE COURSES:

1) ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 299.08 FEET TO A POINT OF TANGENCY;

2) NORTH 77°23'57" EAST, 93.57 FEET;

3) NORTH 78°35'02" EAST, 301.18 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1457.00 FEET AND A CENTRAL ANGLE OF 12°33'12";

4) ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 319.22 FEET TO AN ANGLE POINT FROM WHICH THE RADIUS POINT BEARS SOUTH 01°08'14" WEST;

5) SOUTH 09°10'00" EAST, 85.90 FEET TO A POINT ON THE NORTHWEST LINE OF THE LANDS DESCRIBED IN THAT CERTAIN FINAL JUDGMENT AS TO TRACT 5, UNITED STATES OF AMERICA VS. CITY OF OAKLAND, STATE OF CALIFORNIA, ET AL., CASE NO. 21930-L, DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA, SOUTHERN DIVISION, RECORDED FEBRUARY 16, 1951 IN BOOK 6361 OF OFFICIAL RECORDS, PAGE 334 IN THE OFFICE OF THE RECORDER OF THE SAID COUNTY OF ALAMEDA (HEREINAFTER REFERRED TO AS 6361 O.R. 334);

THENCE ALONG THE GENERALLY NORTHWEST LINE OF SAID TRACT 5 (6361 O.R. 334), SOUTH 64°17'11" WEST, 319.86 FEET TO A POINT ON THE GENERALLY SOUTHERLY LINE OF PARCEL "S" DESCRIBED IN THAT CERTAIN INDENTURE AND CONVEYANCE BY AND BETWEEN THE STATE OF CALIFORNIA, ACTING BY AND THROUGH ITS DEPARTMENT OF PUBLIC WORKS AND THE CALIFORNIA TOLL BRIDGE AUTHORITY, AND THE CITY OF OAKLAND, A MUNICIPAL CORPORATION, ACTING BY AND THROUGH ITS BOARD OF PORT COMMISSIONERS, RECORDED FEBRUARY 17, 1942 IN BOOK 4186 OF OFFICIAL RECORDS, PAGE 156, IN THE OFFICE OF THE RECORDER OF THE SAID COUNTY OF ALAMEDA (HEREINAFTER REFERRED TO AS 4186 O.R. 156);

THENCE ALONG SAID GENERALLY SOUTHERLY LINE OF SAID PARCEL "S" (4186 O.R. 156), SOUTH 81°36'26" WEST, 1660.88 FEET TO THE POINT OF BEGINNING, CONTAINING 416,298 SQUARE FEET (9.557 ACRES), MORE OR LESS, MEASURED IN GROUND DISTANCES.

APN: 000-0507-006

PUBLIC TRUST PARCEL (PARCEL E)

PARCEL E

A PORTION OF PARCEL 1 AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED FOR NO-COST ECONOMIC DEVELOPMENT CONVEYANCE PARCEL, COUNTY OF ALAMEDA, CALIFORNIA, RECORDED AUGUST 8, 2003 AS DOC. NO. 2003466370 IN THE OFFICE OF THE RECORDER OF THE SAID COUNTY OF ALAMEDA (HEREINAFTER REFERRED TO AS DOC. 2003466370), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CITY OF OAKLAND MONUMENT NO. 7SE13, SAID MONUMENT BEING A PIN SET IN CONCRETE, IN A MONUMENT WELL MARKING THE INTERSECTION OF THE CENTERLINES OF MARITIME STREET AND 10TH STREET, AS SAID STREETS ARE SHOWN ON THAT UNRECORDED MAP ENTITLED "OAKLAND ARMY TERMINAL BOUNDARY MAP" PREPARED BY WILSEY & HAM ENGINEERS IN 1958 FOR THE U.S. ARMY CORPS OF ENGINEERS, FILE NO.

45-I-286 (HEREINAFTER REFERRED TO AS THE ARMY MAP), SAID MONUMENT IS FURTHER DESCRIBED AS BEING PORT OF OAKLAND MONUMENT ID H006 AS SHOWN UPON RECORD OF SURVEY 990, FILED FOR RECORD IN BOOK 18 OF RECORDS OF SURVEYS, AT PAGES 50-60, ALAMEDA COUNTY OFFICIAL RECORDS;

THENCE SOUTH 38°00'05" WEST, 989.35 FEET TO THE EASTERN MOST CORNER OF PARCEL SEVEN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED, RECORDED JUNE 15, 1999 AS DOC. NO. 99222447 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF ALAMEDA COUNTY (HEREINAFTER REFERRED TO AS DOC. 99222447), BEING A POINT ON THE LINE OF ORDINARY LOW TIDE IN THE BAY OF SAN FRANCISCO AS IT EXISTED ON THE 4TH DAY OF MAY IN THE YEAR 1852 (HEREINAFTER REFERRED TO AS THE AGREED LOW TIDE LINE OF 1852) AS DESCRIBED AND AGREED UPON IN CITY OF OAKLAND ORDINANCE NO. 3099 A CERTIFIED COPY OF WHICH WAS RECORDED ON OCTOBER 10, 1910 IN BOOK 1837 OF DEEDS, PAGE 84, IN THE OFFICE OF THE RECORDER OF THE SAID COUNTY OF ALAMEDA (HEREINAFTER REFERRED TO AS 1837 DEEDS 84), SAID POINT BEING MARKED BY A PIN SET IN CONCRETE IN A MONUMENT WELL, AS SHOWN ON SAID ARMY MAP;

THENCE ALONG SAID AGREED UPON LOCATION OF THE "AGREED LOW TIDE LINE OF 1852" (1837 DEEDS 84) NORTH 41°00'50" EAST 3829.19 FEET TO THE EASTERN MOST CORNER OF PARCEL 4 AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED FOR BERTH 21 SUBMERGED/UPLAND PROPERTY RECORDED AUGUST 8, 2003 AS DOC. NO. 2003466373 IN THE OFFICE OF THE RECORDER OF SAID COUNTY OF ALAMEDA (HEREINAFTER REFERRED TO AS DOC. 2003466373);

THENCE DEPARTING FROM SAID AGREED UPON LOCATION OF THE "AGREED LOW TIDE LINE OF 1852" (1837 DEEDS 84), NORTHWESTERLY ALONG THE NORTHEASTERN BOUNDARY, AND ITS NORTHWESTERLY EXTENSION OF SAID PARCEL 4 AND THE NORTHEASTERN BOUNDARY OF PARCEL 3 DESCRIBED IN SAID QUITCLAIM DEED (DOC. 2003466373), NORTH 48°48'07" WEST 1962.29 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE CONTINUING ALONG THE SAID NORTHEASTERN BOUNDARY OF PARCEL 3 (DOC. 2003466373), AND THE GENERALLY NORTHERN BOUNDARY OF SAID PARCEL 3 (DOC. 2003466373) THE FOLLOWING TWO COURSES:

1) NORTH 48°48'07" WEST 334.21 FEET;

2) THENCE SOUTH 81°26'43" WEST 354.67 FEET TO THE EASTERN MOST CORNER OF PARCEL 8 AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED FOR WEST MARITIME SUBMERGED PROPERTY RECORDED AUGUST 8, 2003 AS DOC. NO. 2003466374 IN THE OFFICE OF THE RECORDER OF THE SAID COUNTY OF ALAMEDA (HEREINAFTER REFERRED TO AS DOC. 2003466374);

THENCE DEPARTING FROM THE SAID GENERALLY NORTHERN BOUNDARY OF PARCEL 3 (DOC. 2003466373), WESTERLY AND SOUTHERLY ALONG THE NORTHERN AND WESTERN BOUNDARIES OF SAID PARCEL 8 (DOC. 2003466374), THE FOLLOWING THREE COURSES;

1) SOUTH 80°58'50" WEST, 241.56 FEET;

2) THENCE SOUTH 08°24'05" EAST, 40.51 FEET;

3) THENCE SOUTH 07°08'26" EAST, 42.27 FEET TO AN ANGLE POINT IN THE EXISTING FACE OF WHARF LOCATED AT THE PORTION OF THE FORMER OAKLAND ARMY BASE KNOWN AS PIER 8, BEING A POINT ON THE SAID GENERALLY NORTHERN BOUNDARY OF PARCEL 3 (DOC. 2003466373);

THENCE DEPARTING FROM THE SAID WESTERN BOUNDARY OF SAID PARCEL 8 (DOC. 2003466374), CONTINUING IN A GENERALLY WESTERLY DIRECTION ALONG THE EXISTING FACE OF WHARF OF SAID PIER 8 AND PIER 7, BEING THE SAID GENERALLY NORTHERN BOUNDARY OF PARCEL 3 (DOC. 2003466373) THE FOLLOWING SIX COURSES:

1) SOUTH 81°35'04" WEST, 751.30 FEET TO AN ANGLE POINT IN SAID FACE OF WHARF;

2) THENCE SOUTH 74°45'15" WEST, 80.05 FEET TO AN ANGLE POINT IN SAID FACE OF WHARF;

3) THENCE SOUTH 61°28'19" WEST, 85.21 FEET TO AN ANGLE POINT IN SAID FACE OF WHARF;

4) THENCE SOUTH 48°06'56" WEST, 79.89 FEET TO AN ANGLE POINT IN SAID FACE OF WHARF;

5) THENCE SOUTH 41°20'07" WEST, 1332.88 FEET TO AN ANGLE POINT IN SAID FACE OF WHARF;

6) THENCE NORTH 48°42'09" WEST, 259.68 FEET TO AN ANGLE POINT IN SAID FACE OF WHARF, SAID ANGLE POINT BEING AN ANGLE POINT IN THE WESTERLY BOUNDARY OF SAID PARCEL 1 (DOC. 2003466370);

THENCE DEPARTING FROM THE SAID GENERALLY NORTHERN BOUNDARY OF PARCEL 3 (DOC. 2003466370), CONTINUING ALONG THE SAID FACE OF WHARF OF PIER 7, SAID FACE OF WHARF BEING THE SAID WESTERN BOUNDARY OF PARCEL 1 (DOC. 2003466370), THE FOLLOWING TWO COURSES:

1) NORTH 41°16'18" EAST, 124.89 FEET TO AN ANGLE POINT IN SAID FACE OF WHARF;

2) NORTH 48°38'16" WEST, 249.42 FEET TO A POINT IN THE EXISTING WESTERLY PERIMETER FENCE LINE OF SAID PIER 7;

THENCE NORTHERLY ALONG THE SAID WESTERN PERIMETER FENCE LINE OF PIER 7, SAID PERIMETER FENCE BEING THE SAID WESTERN BOUNDARY OF PARCEL 1 (DOC. 2003466373), NORTH 20°41'10" WEST, 212.85 FEET;

THENCE DEPARTING FROM THE SAID WESTERN PERIMETER FENCE LINE OF PIER 7, SAID PERIMETER FENCE BEING THE SAID WESTERN BOUNDARY OF PARCEL 1 (DOC. 2003466373), SOUTH 48°40'48" EAST 552.26 FEET;

THENCE NORTH 41°23'42" EAST 1098.60 FEET;

THENCE NORTH 08°23'15" WEST 210.89 FEET TO A POINT ON THE SOUTHERN BOUNDARY OF PARCEL "S" AS DESCRIBED IN THAT CERTAIN INDENTURE AND CONVEYANCE BY AND BETWEEN THE STATE OF CALIFORNIA ACTING BY AND THROUGH IT'S DEPARTMENT OF PUBLIC WORKS AND THE CALIFORNIA TOLL BRIDGE AUTHORITY, AND CITY OF OAKLAND, ACTING BY AND THROUGH IT'S BOARD OF PORT COMMISSIONERS, RECORDED ON FEBRUARY 17, 1942 IN BOOK 4186 OF OFFICIAL RECORDS, AT PAGE 156 IN THE OFFICE OF THE RECORDER OF ALAMEDA COUNTY (HEREINAFTER REFERRED TO AS 4186 O.R. 156);
THENCE ALONG THE SOUTHERN BOUNDARY OF SAID PARCEL "S" (4186 O.R. 156), NORTH 81°36'26" EAST 2132.80 FEET;

THENCE DEPARTING FROM THE SAID SOUTHERN BOUNDARY OF PARCEL "S" (4186 O.R. 156), SOUTH 08°55'17" EAST 191.86 FEET;

THENCE SOUTH 41°08'50" WEST 319.69 FEET TO THE POINT OF BEGINNING, CONTAINING 728,996 SQUARE FEET (16.735 ACRES), MORE OR LESS, MEASURED IN GROUND DISTANCES.

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, ALAMEDA COUNTY RECORDS. TO OBTAIN GROUND LEVEL DISTANCES, MULTIPLY DISTANCES CALLED FOR HEREIN BY 1.0000705.

APN: 000-0507-001-07

BALDWIN YARD PARCEL (ADJUSTED PARCEL 14 TO INCLUDE PARCEL B-4)

ADJUSTED PARCEL 14

A PORTION OF THE PARCELS OF LAND DESCRIBED IN THAT CERTAIN INDENTURE BETWEEN THE SOUTHERN PACIFIC COMPANY AND THE UNITED STATES OF AMERICA, RECORDED APRIL 23, 1941, IN BOOK 4017 OF OFFICIAL RECORDS, PAGE 485 IN THE OFFICE OF THE RECORDER OF SAID ALAMEDA COUNTY (HEREINAFTER REFERRED TO AS 4017 O.R. 485); A PORTION OF THE LANDS DESCRIBED IN THAT CERTAIN FINAL JUDGMENT AS TO TRACT 1 AND AS TO LACK OF INTERESTS OF CERTAIN PERSONS AS TO PROPERTY SUBJECT TO THE ABOVE ACTION, UNITED STATES OF AMERICA VS. SANTA FE LAND AND IMPROVEMENT CO., SOUTHERN PACIFIC RAILROAD COMPANY ET AL., CASE NO. 23099-S, DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA, SOUTHERN DIVISION, RECORDED OCTOBER 22, 1951, IN BOOK 6566 OF OFFICIAL RECORDS, PAGE 301 IN THE OFFICE OF THE RECORDER OF SAID ALAMEDA COUNTY (HEREINAFTER REFERRED TO AS 6566 O.R. 301); A PORTION OF THE LANDS DESCRIBED IN THAT CERTAIN FINAL JUDGMENT AS TO INTERESTS OF DEFENDANT CITY OF OAKLAND, A MUNICIPAL CORPORATION, UNITED STATES OF AMERICA VS. CITY OF OAKLAND ET AL., CASE NO. 21758-L, CASE NO. 21930-L, CASE NO. 22084-L, DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA, SOUTHERN DIVISION, RECORDED FEBRUARY 24, 1960, REEL 032, IMAGE 660 OF OFFICIAL RECORDS IN THE OFFICE OF THE RECORDER OF SAID ALAMEDA COUNTY (HEREINAFTER REFERRED TO AS REEL:032, IMAGE:660); A PORTION OF THE LANDS DESCRIBED IN THAT CERTAIN FINAL JUDGMENT AS TO TRACT 5, UNITED STATES OF AMERICA VS. CITY OF OAKLAND, STATE OF CALIFORNIA ET AL., CASE NO. 21930-L, DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA, SOUTHERN DIVISION, RECORDED FEBRUARY 16, 1951 IN BOOK 6361 OF OFFICIAL RECORDS, PAGE 334 IN THE OFFICE OF THE RECORDER OF SAID ALAMEDA COUNTY HEREINAFTER REFERRED TO AS 6361 O.R. 334); A PORTION OF THE LANDS DESCRIBED IN THAT CERTAIN FINAL JUDGMENT AS TO PARCEL NO. 6, UNITED STATES OF AMERICA VS. CITY OF OAKLAND, STATE OF CALIFORNIA ET AL., CASE NO. 21930-L, DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA, SOUTHERN DIVISION, RECORDED MAY 23, 1960, REEL 092, IMAGE 111 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF SAID ALAMEDA COUNTY (HEREINAFTER REFERRED TO AS REEL:092, IMAGE:111), ALL OF WHICH ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CITY OF OAKLAND MONUMENT NO. 7SE13, SAID MONUMENT BEING A PIN

SET IN CONCRETE, IN A MONUMENT WELL MARKING THE INTERSECTION OF THE CENTERLINES OF MARITIME STREET AND 10TH STREET, AS SAID STREETS ARE SHOWN ON THAT UNRECORDED MAP ENTITLED "OAKLAND ARMY TERMINAL BOUNDARY MAP" PREPARED BY WILSEY & HAM ENGINEERS IN 1958 FOR THE U.S. ARMY CORPS OF ENGINEERS, FILE NO. 45-I-286 (HEREINAFTER REFERRED TO AS THE ARMY MAP), SAID MONUMENT IS FURTHER DESCRIBED AS BEING PORT OF OAKLAND MONUMENT ID H006 AS SHOWN UPON RECORD OF SURVEY 990, FILED FOR RECORD IN BOOK 18 OF RECORD OF SURVEYS, AT PAGES 50-60, ALAMEDA COUNTY OFFICIAL RECORDS;

THENCE NORTH 48°22'05" EAST, 5692.24 FEET TO THE NORTHERN MOST CORNER OF PARCEL 1, TRACT 1 AS DESCRIBED IN SAID FINAL JUDGMENT AS TO TRACT 1 AND AS TO LACK OF INTERESTS OF CERTAIN PERSONS AS TO PROPERTY SUBJECT TO THE ABOVE ACTION, UNITED STATES OF AMERICA VS. SANTA FE LAND AND IMPROVEMENT CO., SOUTHERN PACIFIC RAILROAD COMPANY ET AL., CASE NO. 23099-S (6566 O.R. 301), SAID CORNER BEING THE NORTHWESTERN TERMINUS OF THE COURSE DESCRIBED AS "NORTH 71°40'17" WEST 585.40 FEET" IN THE DESCRIPTION OF SAID PARCEL 1, TRACT 1 (6566 O.R. 301), AND BEING MARKED BY A 2 ½" BRASS DISK WITH PUNCH MARK STAMPED "CITY OF OAKLAND SURVEY STATION 8NW9" AS SHOWN ON RECORD OF SURVEY NO. 1705, FILED IN BOOK 26 OF RECORD OF SURVEYS, AT PAGE 1, ALAMEDA COUNTY OFFICIAL RECORDS;

THENCE ALONG THE NORTHWEST LINE OF SAID PARCEL 1, TRACT 1 (6566 O.R. 301) SOUTH 79°57'58" WEST, 9.41 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 599.96 FEET AND A CENTRAL ANGLE OF 20°37'16", FROM WHICH THE RADIUS POINT BEARS SOUTH 36°18'10" WEST, BEING THE POINT OF BEGINNING OF PARCEL 14 AS HEREIN DESCRIBED;

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 215.93 FEET TO A POINT ON THE GENERALLY NORTHERN LINE OF PARCEL A AS DESCRIBED IN AN UNRECORDED "TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY" FROM THE MILITARY TRAFFIC MANAGEMENT COMMAND OF THE OAKLAND ARMY BASE TO THE 63RD R.S.C., DATED DECEMBER 17, 1998, SAID PARCEL A BEING COMMONLY REFERRED TO AS THE "SUBARU LOT" (SAID PARCEL A BEING HEREINAFTER REFERRED TO AS THE SUBARU LOT);

THENCE ALONG SAID GENERALLY NORTHERN LINE OF SAID PARCEL A (THE SUBARU LOT) THE FOLLOWING THIRTEEN COURSES:

1) NORTH 70°14'16" WEST, 59.22 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING MARKED BY A 1 ½" BRASS DISK WITH BOLT STAMPED "LS 6379";

2) NORTH 69°21'45" WEST, 49.64 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING MARKED BY A 1 ½" BRASS DISK WITH BOLT STAMPED "LS 6379";

3) NORTH 63°28'21" WEST, 40.88 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING MARKED BY A ¾" BRASS TAG IN CONCRETE STAMPED "LS 6379";

4) NORTH 66°07'36" WEST, 44.94 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING MARKED BY A 1 ½" BRASS DISK WITH BOLT STAMPED "LS 6379";

5) NORTH 69°32'54" WEST, 44.74 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING MARKED BY A 1 ½" BRASS DISK WITH BOLT STAMPED "LS 6379";

6) NORTH 72°38'25" WEST, 67.85 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING MARKED BY A 1 ½" BRASS DISK WITH BOLT STAMPED "LS 6379";

7) NORTH 70°15'39" WEST, 49.25 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING MARKED BY A 1" IRON PIPE WITH PLUG STAMPED "LS 6379";

8) SOUTH 80°41'00" WEST, 170.83 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING MARKED BY A 1" IRON PIPE WITH PLUG STAMPED "LS 6379";

9) NORTH 87°09'05" WEST, 415.50 FEET TO BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 299.98 FEET AND A CENTRAL ANGLE OF 25°11'31", SAID BEGINNING OF CURVE BEING MARKED BY A 1" IRON PIPE WITH PLUG STAMPED "LS 6379";

10) ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 131.90 FEET;

11) SOUTH 67°39'24" WEST, 25.68 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 199.99 FEET AND A CENTRAL ANGLE OF 39°56'30", SAID BEGINNING OF CURVE BEING MARKED BY A 1" IRON PIPE WITH PLUG AND TACK STAMPED "LS 6379";

12) ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 139.42 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 29°55'43", SAID BEGINNING OF CURVE BEING MARKED BY A 1 ½" BRASS DISK AND SPIKE STAMPED "LS 6379";

13) ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 10.45 FEET TO THE INTERSECTION OF SAID CURVE WITH THE GENERALLY NORTHEASTER LINE OF SAID PARCEL 56444 (DOC. 2002072863), BEING A POINT ON THE COURSE DESCRIBED AS "SOUTH 65°41'47" EAST 135.08 FEET" IN THE DESCRIPTION OF SAID PARCEL 56444 (DOC. 2002072863);

THENCE ALONG SAID GENERALLY NORTHEASTERN LINE OF SAID PARCEL 56444 (DOC. 2002072863) THE FOLLOWING SEVEN COURSES:

1) NORTH 65°41'40" WEST, 109.04 FEET TO AN ANGLE POINT IN SAID LINE;

2) NORTH 49°47'18" WEST, 162.81 FEET TO AN ANGLE POINT IN SAID LINE;

3) NORTH 54°46'46" WEST, 103.19 FEET TO AN ANGLE POINT IN SAID LINE, SAID ANGLE POINT BEING MARKED BY A 1" IRON PIPE AND CALTRANS CAP AS SHOWN ON RECORD OF SURVEY NO. 1687 FILED IN BOOK 25 OF RECORDS OF SURVEYS, AT PAGES 58-69, ALAMEDA COUNTY OFFICIAL RECORDS;

4) NORTH 47°07'33" WEST, 55.66 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1160.00 FEET AND A CENTRAL ANGLE OF 12°07'10", SAID BEGINNING OF CURVE BEING MARKED BY A 1" IRON PIPE AND CALTRANS CAP AS SHOWN ON SAID RECORD OF SURVEY NO. 1687;

5) ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 245.37 FEET TO AN ANGLE POINT IN SAID LINE FROM WHICH THE RADIUS POINT BEARS SOUTH 30°45'17" WEST, SAID ANGLE POINT BEING MARKED BY A 1" IRON PIPE AND CALTRANS CAP AS SHOWN ON SAID RECORD OF SURVEY NO. 1687;

6) NORTH 59°14'43" WEST, 262.30 FEET TO AN ANGLE POINT IN SAID LINE, SAID ANGLE POINT BEING MARKED BY A 1" IRON PIPE AND CALTRANS CAP AS SHOWN ON SAID RECORD OF SURVEY NO. 1687;

7) NORTH 57°29'34" WEST, 66.49 FEET TO A POINT ON THE GENERALLY NORTHERN LINE OF

"PARCEL 3, BALDWIN YARD" AS SHOWN ON RECORD OF SURVEY NO. 1704, FILED IN BOOK 26 OF RECORD OF SURVEYS, AT PAGE 65, ALAMEDA COUNTY OFFICIAL RECORDS (HEREINAFTER REFERRED TO AS THE BALDWIN YARD), BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1252.80 FEET AND A CENTRAL ANGLE OF 8°05'48", FROM WHICH BEGINNING THE RADIUS POINT BEARS SOUTH 08°32'47" EAST;

THENCE DEPARTING FROM SAID GENERALLY NORTHEASTERN LINE OF SAID PARCEL 56444 (DOC. 2002072863), ALONG THE SAID GENERALLY NORTHERN LINE OF SAID BALDWIN YARD, THE FOLLOWING THREE COURSES:

1) ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 177.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 3336.10 FEET AND A CENTRAL ANGLE OF 19°16'27", FROM WHICH THE RADIUS POINT BEARS SOUTH 00°34'42" EAST;

2) ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 1122.26 FEET TO AN ANGLE POINT IN SAID LINE FROM WHICH THE RADIUS POINT BEARS SOUTH 18°41'45" WEST;

3) SOUTH 71°17'43" EAST, 326.69 FEET TO AN ANGLE POINT IN SAID LINE;

THENCE DEPARTING FROM SAID GENERALLY NORTHERN LINE, SOUTH 70°28'52" EAST, 223.98 FEET TO A POINT ON THE NORTHWEST LINE OF PARCEL 2, TRACT 14 AS DESCRIBED IN SAID FINAL JUDGMENT AS TO INTERESTS OF DEFENDANT CITY OF OAKLAND, A MUNICIPAL CORPORATION, UNITED STATES OF AMERICA VS. CITY OF OAKLAND ET AL., CASE NO. 21758-L, CASE NO. 21930-L, CASE NO. 22084-L (REEL: 32, IMAGE:660) ALSO BEING THE NORTHWEST LINE OF FORMER 34TH STREET (NOW WAKE AVENUE);

THENCE ALONG SAID NORTHWEST LINE OF SAID PARCEL 2, TRACT 14 (REEL: 32, IMAGE:660), NORTH 79°57'58" EAST, 36.10 FEET TO THE EASTERN MOST CORNER OF SAID LANDS DESCRIBED IN SAID FINAL JUDGMENT AS TO PARCEL NO. 6, UNITED STATES OF AMERICA VS. CITY OF OAKLAND, STATE OF CALIFORNIA, ET AL., CASE NO. 21930-L (REEL: 92, IMAGE: 111);

THENCE DEPARTING FROM SAID NORTHWEST LINE OF SAID PARCEL 2, TRACT 14 (REEL: 32, IMAGE:660), SOUTH 13°11'35" EAST, 60.09 FEET TO A POINT ON THE SOUTHEAST LINE OF SAID PARCEL 2, TRACT 14, ALSO BEING THE SOUTHWEST LINE OF FORMER 34TH STREET (NOW WAKE AVENUE);

THENCE ALONG SAID SOUTHEAST LINE OF SAID PARCEL 2, TRACT 14 (REEL: 32, IMAGE:660), NORTH 79°57'58" EAST, 2.13 FEET TO THE POINT OF BEGINNING.

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, ALAMEDA COUNTY RECORDS. TO OBTAIN GROUND LEVEL DISTANCES, MULTIPLY DISTANCES CALLED FOR HEREIN BY 1.0000705.

APN: 000-0507-004-04 AND 000-0507-004-01

SUBARU PARCEL (ADJUSTED PARCEL 15-B TO INCLUDE PARCEL B-1)

ADJUSTED PARCEL 15-B

A PORTION OF THE PARCELS OF LAND DESCRIBED IN THAT CERTAIN INDENTURE BETWEEN THE SOUTHERN PACIFIC COMPANY AND THE UNITED STATES OF AMERICA, RECORDED APRIL 23, 1941, IN BOOK 4017 OF OFFICIAL RECORDS, PAGE 485 IN THE OFFICE OF THE RECORDER OF SAID ALAMEDA COUNTY (HEREINAFTER REFERRED TO AS 4017 O.R. 485); A PORTION OF THE LANDS DESCRIBED IN THAT CERTAIN FINAL JUDGMENT AS TO INTERESTS OF DEFENDANT CITY OF OAKLAND, A MUNICIPAL CORPORATION, UNITED STATES OF AMERICA VS. CITY OF OAKLAND, ET AL., CASE NO. 21758-L, CASE NO. 21930-L, CASE NO. 22084-L, DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA, SOUTHERN DIVISION, RECORDED FEBRUARY 24, 1960, REEL 032, IMAGE 660 OF OFFICIAL RECORDS IN THE OFFICE OF THE RECORDER OF SAID ALAMEDA COUNTY (HEREINAFTER REFERRED TO AS REEL: 32, IMAGE:660); A PORTION OF THE LANDS DESCRIBED IN THAT CERTAIN FINAL JUDGMENT AS TO PARCEL NO. 6, UNITED STATES OF AMERICA VS. CITY OF OAKLAND, STATE OF CALIFORNIA, ET AL., CASE NO. 21930-L, DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA, SOUTHERN DIVISION, RECORDED MAY 23, 1960, REEL 092, IMAGE 111 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF SAID ALAMEDA COUNTY (HEREINAFTER REFERRED TO AS REEL:092, IMAGE:111), ALL OF WHICH ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CITY OF OAKLAND MONUMENT NO. 7SE13, SAID MONUMENT BEING A PIN SET IN CONCRETE IN A MONUMENT WELL MARKING THE INTERSECTION OF THE CENTERLINES OF MARITIME STREET AND 10TH STREET, AS SAID STREETS ARE SHOWN ON THAT UNRECORDED MAP ENTITLED "OAKLAND ARMY TERMINAL BOUNDARY MAP" PREPARED BY WILSEY & HAM ENGINEERS IN 1958 FOR THE U.S. ARMY CORPS OF ENGINEERS, FILE NO. 45-I-286 (HEREINAFTER REFERRED TO AS THE ARMY MAP), SAID MONUMENT ALSO BEING PORT OF OAKLAND MONUMENT ID H006 AS SHOWN UPON RECORD OF SURVEY 990, FILED FOR RECORD IN BOOK 18 OF RECORDS OF SURVEYS, AT PAGES 50-60, ALAMEDA COUNTY OFFICIAL RECORDS;

THENCE NORTH 48°22'05" EAST, 5692.24 FEET TO THE NORTHERN MOST CORNER OF PARCEL 1, TRACT 1 AS DESCRIBED IN SAID FINAL JUDGMENT AS TO TRACT 1 AND AS TO LACK OF INTERESTS OF CERTAIN PERSONS AS TO PROPERTY SUBJECT TO THE ABOVE ACTION, UNITED STATES OF AMERICA VS. SANTA FE LAND AND IMPROVEMENT CO., SOUTHERN PACIFIC RAILROAD COMPANY, ET AL., CASE NO. 23099-S, DISTRICT COURT OF THE UNITED STATES IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA, SOUTHERN DIVISION, RECORDED OCTOBER 22, 1951 IN BOOK 6566 OF OFFICIAL RECORDS, PAGE 301 IN THE OFFICE OF THE RECORDER OF SAID ALAMEDA COUNTY (HEREINAFTER REFERRED TO AS 6566 O.R. 301), SAID CORNER BEING THE NORTHWEST TERMINUS OF THE COURSE DESCRIBED AS "NORTH 71°40'17" WEST 585.40 FEET" IN THE DESCRIPTION OF SAID PARCEL 1, TRACT 1 (6566 O.R. 301), SAID CORNER BEING MARKED BY A 2 ½" BRASS DISK WITH PUNCH MARK STAMPED "CITY OF OAKLAND SURVEY STATION 8NW9" AS SHOWN ON RECORD OF SURVEY NO. 1705, FILED IN BOOK 26 OF RECORDS OF SURVEYS, AT PAGE 1, ALAMEDA COUNTY OFFICIAL RECORDS;

THENCE SOUTH 57°59'13" EAST, 432.18 FEET TO A POINT ON THE GENERALLY NORTHEASTERN LINE OF PARCEL A AS DESCRIBED IN AN UNRECORDED "TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY" FROM THE MILITARY TRAFFIC MANAGEMENT COMMAND OF THE OAKLAND ARMY BASE TO THE 63RD R.S.C., DATED DECEMBER 17, 1998, SAID PARCEL A BEING COMMONLY REFERRED TO AS THE "SUBARU LOT" (SAID PARCEL A WILL HEREINAFTER BE REFERRED TO AS THE SUBARU LOT), BEING A POINT ON THE COURSE DESCRIBED AS "SOUTH 71°25'25" EAST, 87.02 FEET" IN THE DESCRIPTION OF SAID PARCEL A (THE SUBARU LOT), SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 444.22 FEET AND A CENTRAL ANGLE OF 25°38'05", FROM WHICH THE RADIUS POINT BEARS SOUTH 57°14'39" WEST, AND BEING THE POINT OF

BEGINNING OF PARCEL 15B AS HEREIN DESCRIBED;

THENCE DEPARTING FROM SAID NORTHEASTERN LINE OF SAID PARCEL A (THE SUBARU LOT) ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 198.75 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 426.09 FEET AND A CENTRAL ANGLE OF 41°30'48";

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 308.72 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 906.45 FEET AND A CENTRAL ANGLE OF 4°28'14";

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 70.73 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 302.83 FEET AND A CENTRAL ANGLE OF 16°33'59";

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 87.56 FEET TO AN ANGLE POINT FROM WHICH THE RADIUS POINT BEARS NORTH 34°34'15" WEST, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1542.01 FEET AND A CENTRAL ANGLE OF 6°28'40", FROM WHICH BEGINNING THE RADIUS POINT BEARS NORTH 37°30'42" WEST;

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 174.33 FEET TO A POINT ON THE GENERALLY NORTHEASTERN LINE OF PARCEL 56444 AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED, RECORDED ON FEBRUARY 13, 2002 AS DOCUMENT NO. 2002-072863 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF ALAMEDA COUNTY (HEREINAFTER REFERRED TO AS DOC. 2002-072863), SAID POINT BEING AN ANGLE POINT FROM WHICH THE RADIUS POINT BEARS NORTH 31°02'02" WEST, AND ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1647.00 FEET AND A CENTRAL ANGLE OF 2°40'12", FROM WHICH BEGINNING THE RADIUS POINT BEARS SOUTH 40°40'27" WEST;

THENCE ALONG THE GENERALLY NORTHEASTERN LINE OF SAID PARCEL 56444 (DOC. 2002-072863) THE FOLLOWING EIGHT COURSES:

1) ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 76.75 FEET TO AN ANGLE POINT FROM WHICH THE RADIUS POINT BEARS SOUTH 38°00'16" WEST, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1647.00 FEET AND A CENTRAL ANGLE OF 7°24'24", FROM WHICH BEGINNING THE RADIUS POINT BEARS SOUTH 39°39'54" WEST;

2) ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 212.91 FEET TO A POINT OF TANGENCY;

3) NORTH 57°44'30" WEST, 113.40 FEET TO AN ANGLE POINT;

4) NORTH 49°58'48" WEST, 124.70 FEET TO AN ANGLE POINT;

5) NORTH 59°26'20" WEST, 696.99 FEET TO AN ANGLE POINT;

6) NORTH 38°53'13" WEST, 28.48 FEET TO AN ANGLE POINT;

7) NORTH 59°26'21" WEST, 95.01 FEET TO AN ANGLE POINT;

8) NORTH 65°41'40" WEST, 26.04 FEET TO A POINT ON THE GENERALLY NORTHWESTERN

LINE OF SAID PARCEL A (THE SUBARU LOT), SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 29°55'43", FROM WHICH BEGINNING THE RADIUS POINT BEARS NORTH 87°47'11" EAST;

THENCE ALONG THE NORTHWESTERN, NORTHERN AND NORTHEASTERN LINES OF SAID PARCEL A (THE SUBARU LOT) THE FOLLOWING SIXTEEN COURSES:

1) ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 10.45 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 199.99 FEET AND A CENTRAL ANGLE OF 39°56'30", SAID POINT OF COMPOUND CURVATURE BEING MARKED BY A 1 ½" BRASS DISK AND SPIKE STAMPED "LS 6379";

2) ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 139.42 FEET TO A POINT OF TANGENCY MARKED BY A 1" IRON PIPE WITH PLUG AND TACK STAMPED "LS 6379";

3) NORTH 67°39'24" EAST, 25.68 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 299.98 FEET AND A CENTRAL ANGLE OF 25°11'31";

4) ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 131.90 FEET TO A POINT OF TANGENCY MARKED BY A 1" IRON PIPE WITH PLUG STAMPED "LS 6379";

5) SOUTH 87°09'05" EAST, 415.50 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING MARKED BY A 1" IRON PIPE WITH PLUG STAMPED "LS 6379";

6) NORTH 80°41'00" EAST, 170.83 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING MARKED BY A 1" IRON PIPE WITH PLUG STAMPED "LS 6379";

7) SOUTH 70°15'39" EAST, 49.25 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING MARKED BY A 1 ½" BRASS DISK WITH BOLT STAMPED "LS 6379";

8) SOUTH 72°38'25" EAST, 67.85 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING MARKED BY A 1 ½" BRASS DISK WITH BOLT STAMPED "LS 6379";

9) SOUTH 69°32'54" EAST, 44.74 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING MARKED BY A 1 ½" BRASS DISK WITH BOLT STAMPED "LS 6379";

10) SOUTH 66°07'36" EAST, 44.94 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING MARKED BY A ¾" BRASS TAG IN CONCRETE STAMPED "LS 6379";

11) SOUTH 63°28'21" EAST, 40.88 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING MARKED BY A 1 ½" BRASS DISK WITH BOLT STAMPED "LS 6379";

12) SOUTH 69°21'45" EAST, 49.64 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING MARKED BY A 1 ½" BRASS DISK WITH BOLT STAMPED "LS 6379";

13) SOUTH 70°14'16" EAST, 101.26 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING MARKED BY A 1 ½" BRASS DISK WITH BOLT STAMPED "LS 6379";

14) SOUTH 71°46'24" EAST, 32.44 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING MARKED BY A 1 ½" BRASS DISK WITH BOLT STAMPED "LS 6379";

15) SOUTH 74°35'56" EAST, 103.17 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING MARKED BY A 1 ½" BRASS DISK WITH BOLT STAMPED "LS 6379";

16) SOUTH 71°25'40" EAST, 61.59 FEET TO THE POINT OF BEGINNING.

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, ALAMEDA COUNTY RECORDS UNLESS OTHERWISE INDICATED. TO OBTAIN GROUND LEVEL DISTANCES, MULTIPLY DISTANCES CALLED FOR HEREIN BY 1.0000705.

APN: 000-0507-008 AND 000-0507-005

NOTICE I

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

NOTICE II

As of January 1, 1991, if the transaction which is the subject of this report will be a sale, you as a party to the transaction, may have certain tax reporting and withholding obligations pursuant to the state law referred to below:

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to three and one-third percent of the sales price in the case of the disposition of California real property interest by either:

1. A seller who is an individual with a last known street address outside of California or when the disbursement instructions authorize the proceeds be sent to a financial intermediary of the seller, OR
2. A corporate seller which has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars ($500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars ($100,000), OR
2. The seller executes a written certificate, under the penalty of perjury, certifying that the seller is a resident of California, or if a corporation, has a permanent place of business in California, OR
3. The seller, who is an individual, executes a written certificate, under the penalty of perjury, that the California real property being conveyed is the seller's principal residence (as defined in Section 1034 of the Internal Revenue Code).

The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

The California statutes referenced above include provisions which authorize the Franchise Tax Board to grant reduced withholding and waivers from withholding on a case-by-case basis.

The parties to this transaction should seek an attorney's, accountant's, or other tax specialist's opinion concerning the effect of this law on this transaction and should not act on any statements made or omitted by the escrow or closing officer.

The Seller May Request a Waiver by Contacting:
Franchise Tax Board
Withhold at Source Unit
P.O. Box 651
Sacramento, CA 95812-0651
(916) 845-4900

Privacy Policy

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or

created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:
Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970 WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970 WITH REGIONAL EXCEPTIONS

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:
Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
   (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
   (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
   (a) to timely record the instrument of transfer; or
   (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
   (a) created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
   (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
   (a) to timely record the instrument of transfer; or
   (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:
Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL
TITLE INSURANCE POLICY - 1987
EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
   * land use
   * land division
   * improvements on the land
   * environmental protection

   This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.
   This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:

* a notice of exercising the right appears in the public records on the Policy Date
* the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.

3. Title Risks:
* that are created, allowed, or agreed to by you
* that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
* that result in no loss to you
* that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.
5. Lack of a right:
* to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
* in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

11. EAGLE PROTECTION OWNER'S POLICY

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

Covered Risks 14 (Subdivision Law Violation). 15 (Building Permit). 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:

a. building	b. zoning
c. land use	d. improvements on the land
e. land division	f. environmental protection

This exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
This exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
a. a notice of exercising the right appears in the Public Records at the Policy Date; or
b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
c. that result in no loss to You; or
d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
b. in streets, alleys, or waterways that touch the Land.
This exclusion does not limit the coverage described in Covered Risk 11 or 18.

12. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE WITH EAGLE PROTECTION ADDED

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or area of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under insuring provisions 14, 15, 16 and 24 of this policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a

defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under insuring provisions 14, 15, 16 and 24 of this policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) created, suffered, assumed or agreed to by the Insured Claimant;
   (b) not known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (this paragraph (d) does not limit the coverage provided under insuring provisions 7, 8, 16, 17, 19, 20, 21, 23, 24 and 25); or
   (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon:
   (a) usury, except as provided under insuring provision 10 of this policy; or
   (b) any consumer credit protection or truth in lending law.
6. Taxes or assessments of any taxing or assessment authority which become a lien on the Land subsequent to Date of Policy.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (a) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
   (b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
   (c) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
   (i) to timely record the instrument of transfer; or
   (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.
8. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided under insuring provision 7.
9. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting title, the existence of which are Known to the Insured at:
   (a) The time of the advance; or
   (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than **it would have** been before the modification.
   This exclusion does not limit the coverage provided under insuring provision 7.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Environmental protection liens provided for by the following existing statutes, which liens will have priority over the lien of the Insured Mortgage when they arise: NONE.

11. EAGLE PROTECTION OWNER'S POLICY

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 2008

Covered Risks 16 (Subdivision Law Violation). 18 (Building Permit). 19 (Zoning) and 21 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
   a. building b. zoning
   c. land use d. improvements on the land
   e. land division f. environmental protection
   This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;

b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the policy Date;

c. that result in no loss to You; or

d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.
6. Lack of a right:

a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and

b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16: 1% of Policy Amount or $5,000.00 (whichever is less)	$10,000.00
Covered Risk 18: 1% of Policy Amount or $5,000.00 (whichever is less)	$25,000.00
Covered Risk 19: 1% of Policy Amount or $5,000.00 (whichever is less)	$25,000.00
Covered Risk 21: 1% of Policy Amount or $2,500.00 (whichever is less)	$5,000.00

12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or(iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
   (b)Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
   (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

13. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
(i) the occupancy, use, or enjoyment of the Land;
(ii) the character, dimensions, or location of any improvement erected on the Land;
(iii) the subdivision of land; or
(iv) environmental protection;
or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
(a) created, suffered, assumed, or agreed to by the Insured Claimant;
(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
(c) resulting in no loss or damage to the Insured Claimant;
(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors? rights laws, that the transaction creating the lien of the Insured Mortgage, is
(a) a fraudulent conveyance or fraudulent transfer, or
(b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:
1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006 EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
(i) the occupancy, use, or enjoyment of the Land;
(ii) the character, dimensions, or location of any improvement erected on the Land;
(iii) the subdivision of land; or
(iv) environmental protection;or the effect of any violation of these laws, ordinances,
or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
(c) resulting in no loss or damage to the Insured Claimant;
(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors? rights laws, that the transaction vesting the Title as shown in Schedule A, is
(a) a fraudulent conveyance or fraudulent transfer; or
(b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

EXHIBIT D

FOSTER SUBLEASE

See the attached.

EXHIBIT E

FOSTER NON-DISTURBANCE AGREEMENT

See the attached.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Non-Disturbance Agreement") is made as of this ___ day of _____, 2012, by and among THE CITY OF OAKLAND, a municipal corporation, (the "City") and the Oakland Redevelopment Successor Agency, the successor to the former Redevelopment Agency of the City of Oakland ("ORSA"), (together, for ease of reference in the body of this Agreement only, herein referred to as "City"); PROLOGIS CCIG OAKLAND GLOBAL, LLC ("Tenant"); and FOSTER INTERSTATE MEDIA, INC. ("Foster") (the City, Tenant and Foster are sometimes collectively referred to herein as the "Parties").

WITNESSETH:

WHEREAS, the City and Tenant are parties to that certain Billboard Franchise and Lease Agreement dated as of _____, 2012 (the "Master Lease"), which relates to the lease by Tenant of certain sites located in a portion of the former Oakland Army Base upon which certain outdoor advertising structures are to be constructed (the "Premises"); and

WHEREAS, Tenant and Foster are parties to that certain Sublease Agreement dated as of _____, 2012 (the "Sublease"), with relates to the sublease of the Premises by Foster; and

WHEREAS, the City and Foster desire to, on the terms and conditions set forth below: (1) acknowledge Foster's attornment to the City; and (2) provide for the recognition of Foster's rights under the Sublease and the non-disturbance of Foster's rights thereunder;

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, agree as follows:

1. The City hereby expressly consents to the Sublease and the terms and provisions set forth therein. The Parties agree that in the event that the City shall terminate the Master Lease, including, without limitation, in the event that the City terminates the Master Lease pursuant to Section 2.3 of the Master Lease, and provided that Foster is not then in default in the performance of any of the terms of the Sublease or this Non-Disturbance Agreement beyond the expiration of all applicable notice and cure periods, the City shall succeed to the interests of Tenant under the Sublease and recognize Foster as the City's tenant, and the City shall be bound to Foster under all of the terms of the Sublease (excluding Section 32(b) thereof and as may be amended by the City solely to make the Sublease consistent with the terms and conditions of the Master Lease) for the remaining term of the Sublease with the same force and effect as if the City were the sublandlord under the Sublease. In such event, Foster shall: (A) perform and observe its obligations under the Sublease; and (B) attorn to the City as its lessor, such attornment to be effective and self-operative, without the execution of any further instrument by any of the Parties (except for any amendment to the Sublease required by City pursuant to this Section 1), immediately upon the City's termination of the Master Lease and corresponding

succession to the interests of Tenant under the Sublease, and all future rent or other amounts due to Tenant under the Sublease shall be paid to the City and Tenant shall hold Foster harmless therefrom. From and after such attornment, the term "Sublease", as used in this Non-Disturbance Agreement, shall mean the Sublease, as amended in accordance with this Section 1. Upon such attornment, the respective rights and obligations of the City and Foster shall be the same as set forth in the Sublease for the then remaining term of the Sublease, it being the intention of the Parties to incorporate the Sublease in this Non-Disturbance Agreement by reference with the same force and effect as if set forth at length herein.

2. Upon the attornment by Foster described in paragraph 1 hereof, and so long as Foster is not then in default beyond any applicable notice and cure periods under the Sublease, Foster's rights under the Sublease and Foster's use, quiet possession and enjoyment of the property leased under the Sublease shall not be disturbed, and the City shall be bound to Foster under all of the terms of the Sublease, as amended in accordance with Section 1 hereof. Nevertheless, in no event shall the City: (i) be liable for any act or omission of Tenant, (ii) be subject to any offsets or defenses that Foster might have against Tenant, other than those (x) expressly set forth in the Sublease, and (y) only to the extent City was furnished notice and opportunity to cure the breach or default giving rise to same in accordance with the provisions of the Sublease and this Non-Disturbance Agreement prior to succeeding to Tenant's interest, and which are continuing after the succession of the City to the interests of Tenant, and only for such period after succession of the City to the interests of Tenant, (iii) be bound by any rent or any other amounts that Foster might have paid to Tenant, unless actually received by the City, (iv) be liable for any defaults of Tenant, except to the extent such default: (a) pertains to a failure to maintain or repair or otherwise result in Foster's being denied access and/or use of the Premises and the City fails to cure same (within the time periods provided in the Sublease or this Non-Disturbance Agreement) after receipt of written notice from Foster; and (b) is continuing after the succession of the City to the interests of Tenant, and in such case only for such period after the succession of the City to the interests of Tenant, (v) be bound by any amendment or modification of the Sublease entered into without the City's prior written consent, and (vi) be bound by or have any liability for any warranties of any nature whatsoever, including any warranties respecting Tenant's title, Tenant's authority, habitability, fitness for purpose or possession.

3. Notwithstanding any other provisions of this Non-Disturbance Agreement, should Tenant be in default of its obligations under the Master Lease, the City shall provide Foster with copies of any notice of default delivered by the City to Tenant at Foster's address set forth in the Sublease. Foster shall have the same opportunity (without any obligation) to cure such default by Tenant, subject to the applicable cure periods that Tenant would be entitled to under the Master Lease. Any such cure by Foster shall be given the same force and effect as if cured by Tenant. Foster shall send a copy of any notice of a default by Tenant under the Sublease to the City at the City's address set forth in the Master Lease. The City shall have the same opportunity (without any obligation) to cure such default by Tenant, subject to the applicable cure periods that Tenant would be entitled to under the Sublease. Any such cure by the City shall be given the same force and effect as if cured by Tenant. Foster acknowledges and agrees that no act or omission of Tenant or any default by Tenant under the Sublease shall affect Foster's obligation to pay rent due to the City under the Sublease.

4. All notices and other communications hereunder shall be in writing and shall be deemed given when delivered by hand, overnight courier, or mailed by registered or certified mail (return receipt requested), postage prepaid, to the Parties at the addresses specified in the Master Lease or Sublease for such Party (or at such other address for a Party as shall be specified by like notice).

5. The City, Tenant and Foster further agree that the City, at all times, independent of Tenant, shall have the standing and right to specifically enforce, by injunction or otherwise, all or any provisions in the Sublease as though the City originally was a party thereto and Tenant and Foster shall accept such enforcement and/or exercise directly by the City in its own name and (ii) the Sublease shall only be subordinate to any existing or future mortgages on the Premises so long as the holder of such mortgage has executed, or is subject to, a subordination, non-disturbance and attornment agreement in form and content reasonably acceptable to Foster and the City.

6. The rights and obligations hereunder of the Parties shall bind and inure to the benefit of their respective permitted successors and assigns, including, without limitation, any permitted assignee or transferee of any part of the City's or Tenant's interest in the Premises or Foster's interest in the Sublease. This Non-Disturbance Agreement shall be construed and interpreted according to the laws of the State of California, without regard to the conflict of law principles thereof. This Non-Disturbance Agreement may be executed in counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and same agreement. This Non-Disturbance Agreement may only be modified in writing signed by all of the parties hereto or their respective successors in interest.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have executed this Non-Disturbance Agreement as of the date first set forth above.

CITY:

CITY OF OAKLAND, a municipal corporation

By:_____
Name:
Title:

OAKLAND REDEVELOPMENT SUCCESSOR AGENCY

By:_____
Agency Administrator

PROLOGIS CCIG OAKLAND GLOBAL, LLC

By:_____
Name:
Title:

FOSTER:

FOSTER INTERSTATE MEDIA, INC.

By:_____
Name: John Foster
Title: President

THIS AGREEMENT SHALL NOT BE VALID OR EFFECTIVE FOR ANY PURPOSE UNLESS AND UNTIL IT IS SIGNED BY THE DEPUTY CITY ATTORNEY.

Approved as to form and legality this ___ day of October ___, 2012.

_____
Deputy City Attorney

EXHIBIT F

ADVERTISING STANDARDS

The following advertising standards and requirements shall be followed at all times by Tenant.

A. No advertising promoting the sale or use of alcohol, guns/firearms or tobacco shall be allowed.

B. No advertisement or public service announcement shall be accepted by Tenant for display, which is to the knowledge of Tenant:

1. False, misleading or deceptive (which shall not apply to any advertising promotional statements, or claims that involve puffery); or
2. Clearly defamatory; or
3. Obscene or pornographic according to local community standards; or
4. In advocacy of unlawful violent action.

C. Advertisements of a political or editorial or election nature, either for a specific candidate(s) or an issue(s), are to contain the statement. "Paid for By {sponsor's name}" including (when an election campaign is involved) the State of California committee number, if applicable, in bold type with letters at least three inches (3") high and shall comply with any then-existing laws regarding political advertising.

D. Reasonable proof or clarification of statements contained in any advertisement may be required by Landlord as a condition of use or continued use of the advertisement.

E. Tenant should provide an experienced sales force that is capable of acquiring national, regional and local advertising.

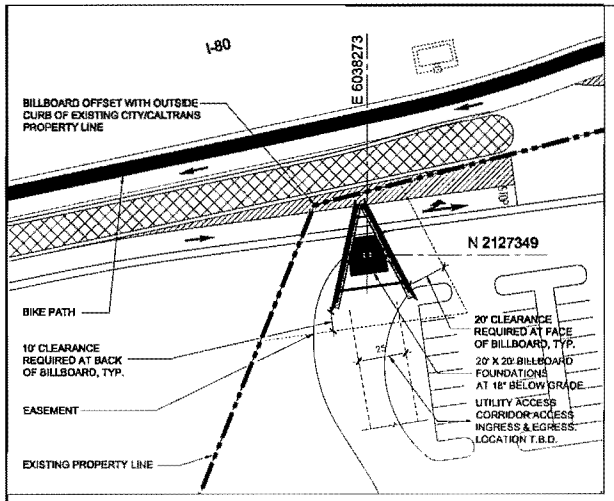
F. Advertisement of civic, public service or other announcements or messages on the Advertising Structures is not intended to nor do they create a public forum. The Advertising Structures are non-public forums.

The City may revise the Advertising Standards from time to time by adding restrictions or prohibitions on the advertising of products that are substantially similar to alcohol, firearms or tobacco (as reasonably determined by the City), but only if the City has formally adopted by ordinance or resolution, as appropriate, a policy implementing (in its proprietary capacity) advertising restrictions or prohibitions on such substantially similar products.

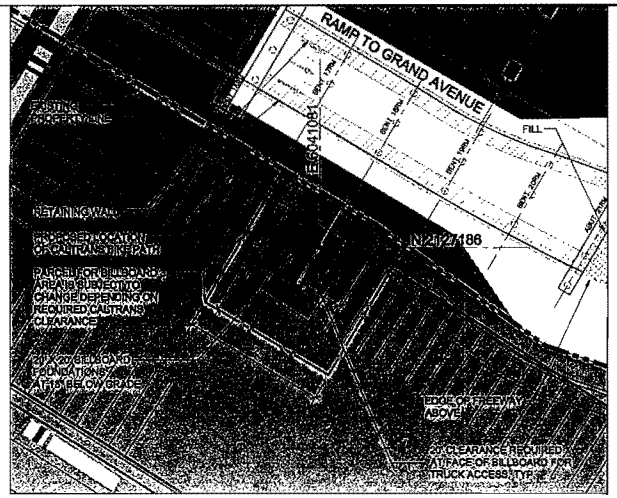
EXHIBIT G

PRELIMINARY PLANS

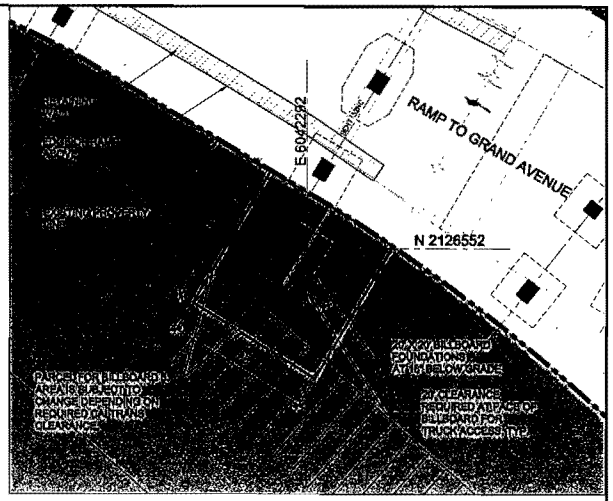
See the attached.



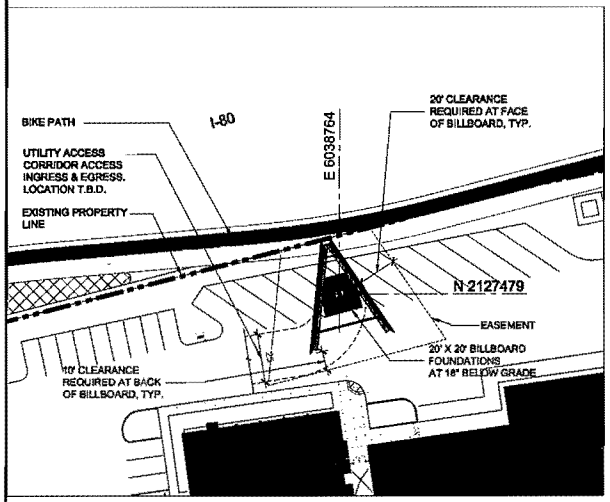
1 BILLBOARD 1
1" = 30'



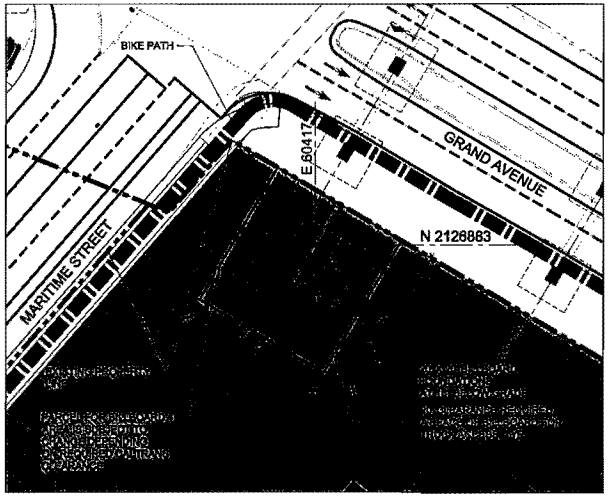
3 BILLBOARD 3
1" = 30'



5 BILLBOARD 5
1" = 30'



2 BILLBOARD 2
1" = 30'



4 BILLBOARD 4
1" = 30'

SITE PLAN IS BASED ON MASTER PLAN, BILLBOARD LOCATIONS ARE SUBJECT TO CHANGE BASED ON BILLBOARD TYPE, CALTRANS CLEARANCES, CALTRANS NEGOTIATIONS AND OTHER UNKNOWNS. COLUMN FOOTING SIZE AND LOCATIONS ARE SCALED OFF OF ARCHIVED PRELIMINARY CALTRANS DRAWINGS AND NEED TO BE FIELD SURVEYED

GRAPHIC SCALE
0 15' 30' 60' 90'
(IN FEET)
1 INCH = 30 FT.

LEGEND

PROPOSED DOUBLE SIDED BILLBOARD WITH FOUNDATION AND CLEARANCE

OAKLAND GLOBAL

ARCHITECTURAL DIMENSIONS

ARCHITECTURAL DIMENSIONS
BILLBOARD TEAM
JAMES HEILBRONNER
510-443-8300
300 FRANKLIN OGAWA PLAZA, SUITE 375
OAKLAND, CA 94612

PROJECT INFO.

BILLBOARD LOCATION
MASTER SITE PLAN
CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

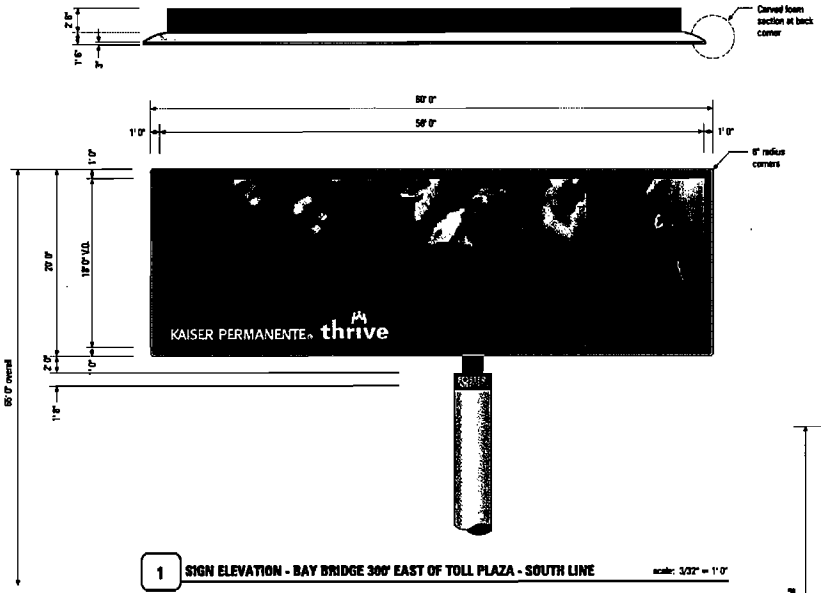
CAT. NO	AD-0179.01
INV. NO.	15227

REV	DATE	COMMENT

JOB NO.	OA802
SCALE	1" = 30'
DATE:	9/26/2012
DRAWN BY:	K. CHABOT
CHECKED BY:	J. HEILBRONNER

DRAWING NO.
X-338
SHEET 2 OF 2

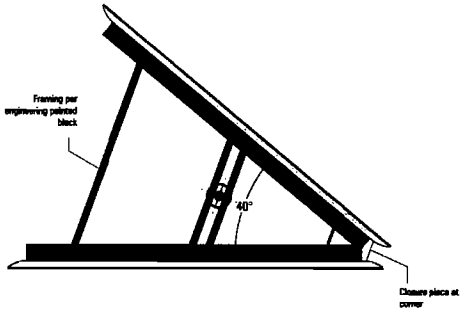
Sep 26, 2012 - 1:46pm, Plotted By:kchabot
G:\Civil Proj\OAKLAND\OAKLAND BILLBOARDS\X-Proj\X-338.dwg



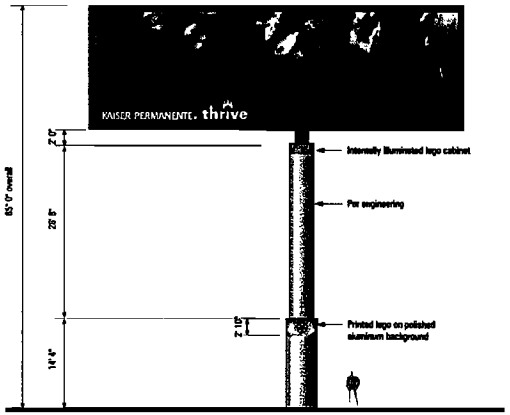
1 **SIGN ELEVATION - BAY BRIDGE 300' EAST OF TOLL PLAZA - SOUTH LINE** scale: 3/32" = 1' 0"

V-Shaped LED display.

ITEM	DESCRIPTION	VENDOR	SPECIFICATION
Electronics	LED	TBD	20mm Actual
Cabinet	Aluminum	Matthews	Metallic Silver TBD
Border	Aluminum	Matthews	Black #282-204, with high gloss clearcoat
Pole Support (top)	Per eng.	Matthews	Black #282-202, satin
Pole Support (lower)	Per eng.	Matthews	White TBD
Center Structure	Aluminum	Matthews	Black #282-204, satin finish
Foster Cabinet	Aluminum	Matthews	Black #282-204, satin finish
Foster Logo	Rout-out	Acrylic	Per Foster Colors
Closure Piece at End	Aluminum	Matthewss	Black #282-202, satin
Illumination	Brightness level of the Illumination for the Advertising Structures will measure no more than 0.3 foot candles above ambient light conditions when measured at an appropriate distance. This foregoing brightness level has become the industry standard and is recommended by the OAAA (Outdoor Advertising Association of America) and the ISA (International Sign Association).		



1 **PLAN VIEW** scale: 1/16" = 1' 0"



1 **SIGN ELEVATION** scale: 1/16" = 1' 0"

OAKLAND GLOBAL

FOSTER INTERSTATE MEDIA, INC.

FOSTER INTERSTATE MEDIA, INC.
BILLBOARD TEAM
JOHN FOSTER
415-538-7070
PIER 26 ANNEX - THE EMBARCADERO
SAN FRANCISCO, CA 94105

PROJECT INFO.

SITE PLAN
BILLBOARD RENDERING 1
CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

CAT. NO	FI-0009.01
INV. NO.	15777

REV	DATE	COMMENT

JOB NO.	OA802
SCALE	N.T.S.
DATE	10/3/2012
DRAWN BY:	L.SKUGSTAD
CHECKED BY:	J. FOSTER

DRAWING NO. 1

SHEET 1 OF 5

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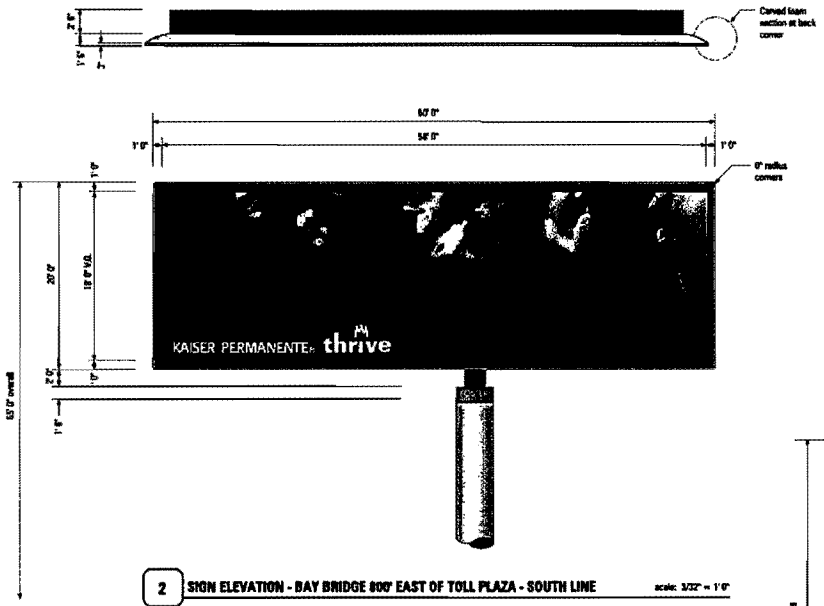
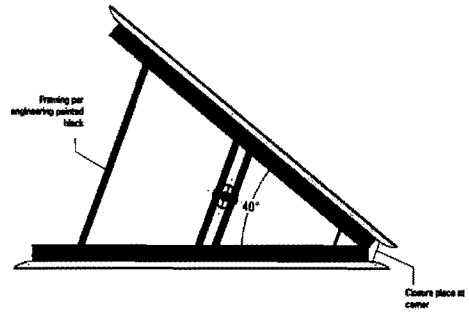


2 SIGN ELEVATION - BAY BRIDGE 800' EAST OF TOLL PLAZA - SOUTH LINE

scale: 3/32" = 1'0"

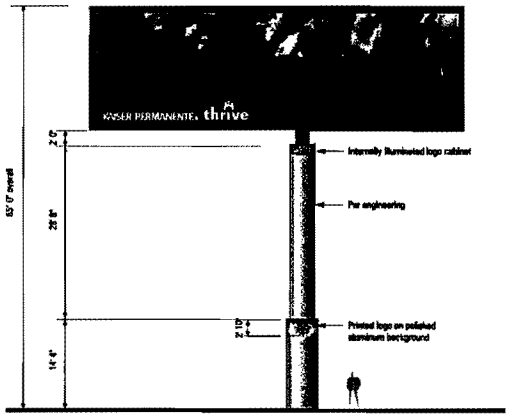
V-Shaped backlit display.

ITEM	DESCRIPTION	VENDOR	SPECIFICATION
Illumination	Backlit	GE	PowerStrip
Cabinet	Aluminum	Matthews	Metallic Silver TBD
Border	Aluminum	Matthews	Black #282-204, with high gloss clearcoat
Pole Support (top)	Per eng.	Matthews	Black #282-202, satin
Pole Support (lower)	Per eng.	Matthews	White TBD
Center Structure	Aluminum	Matthews	Black #282-204, satin finish
Foster Cabinet	Aluminum	Matthews	Black #282-204, satin finish
Foster Logo	Rout-out	Acrylic	Per Foster Colors
Closure Piece at End	Aluminum	Matthews	Black #282-202, satin
Illumination	Brightness level of the illumination for the Advertising Structures will measure no more than 0.3 foot candles above ambient light conditions when measured at an appropriate distance. This foregoing brightness level has become the industry standard and is recommended by the OAAA (Outdoor Advertising Association of America) and the ISA (International Sign Association).		



2 PLAN VIEW

scale: 1/16" = 1'0"



2 SIGN ELEVATION

scale: 1/16" = 1'0"

OAKLAND GLOBAL

FOSTER INTERSTATE MEDIA

FOSTER INTERSTATE MEDIA, INC.
BILLBOARD TEAM
JOHN FOSTER
415 558-7070
PIER 26 ANNEX - THE EMBARCADERO
SAN FRANCISCO, CA 94105

PROJECT INFO.

SITE PLAN
BILLBOARD RENDERING 2
CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

CAT. NO. FI-0009.02
INV. NO. 1577B

REV	DATE	COMMENT

JOB NO.	OAB02
SCALE	N.T.S.
DATE	10/01/2012
DRAWN BY:	L. STUGSTAD
CHECKED BY:	J. FOSTER

DRAWING NO. 2

SHEET 2 OF 5

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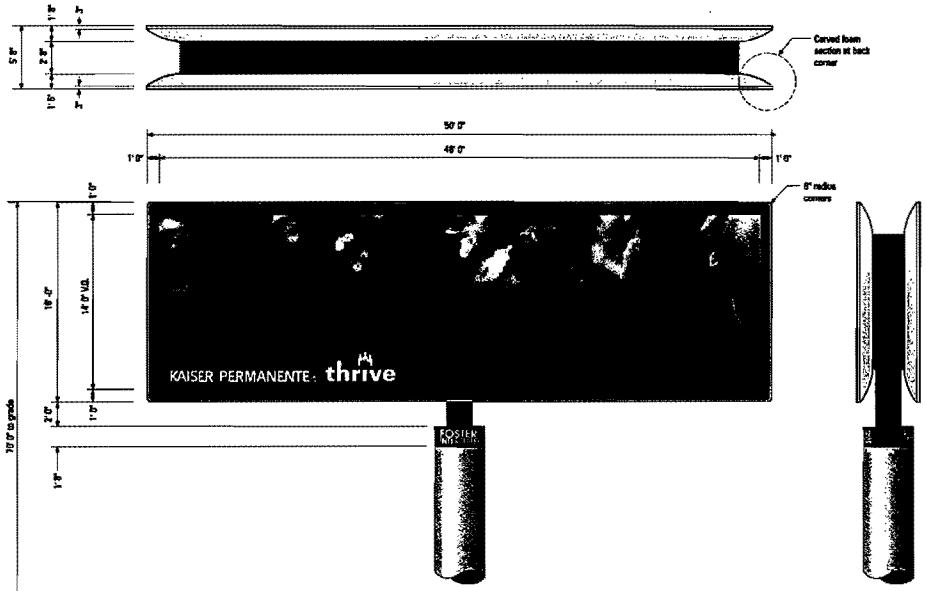
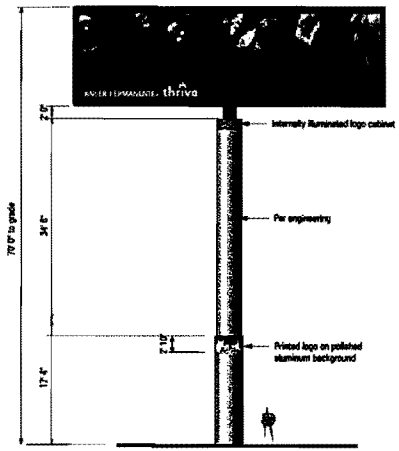


3 SIGN ELEVATION - I-880 WEST GRAND 500' NORTH OF MARITIME - WEST LINE scale: 1/8" = 1' 0"

Double-faced LED display.

ITEM	DESCRIPTION	VENDOR	SPECIFICATION
Electronics	LED	TBD	20mm
Cabinet	Aluminum	Matthews	Metallic Silver TBD
Border	Aluminum	Matthews	Black #282-204, with high gloss clearcoat
Center Cabinet	Aluminum	Matthews	Black #282-204, satin finish
Pole Support (top)	Per eng.	Matthews	Black #282-202, satin
Pole Support (lower)	Per eng.	Matthews	White TBD
Foster Cabinet	Aluminum	Matthews	Black #282-204, satin finish
Foster Logo	Rout-out	Acrylic	Per Foster Colors
Closure Piece at End	Aluminum	Matthewss	Black #282-202, satin
Illumination	Brightness level of the illumination for the Advertising Structures will measure no more than 0.3 foot candles above ambient light conditions when measured at an appropriate distance. This foregoing brightness level has become the industry standard and is recommended by the OAAA (Outdoor Advertising Association of America) and the ISA (International Sign Association).		



3 SIGN ELEVATION scale: 1/16" = 1' 0"

OAKLAND GLOBAL

FOSTER INTERSTATE MEDIA, INC.

FOSTER INTERSTATE MEDIA, INC.
BILLBOARD TEAM
JOHN FOSTER
415-536-7070
PIER 26 ANNEX - THE EMBARCADERO
SAN FRANCISCO, CA 94105

PROJECT INFO.

SITE PLAN
BILLBOARD RENDERING 3
CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

CAT. NO. FI-0009.03
INV. NO. 15779

REV	DATE	COMMENT

JOB NO.	OAB02
SCALE	N.T.S.
DATE:	10/5/2012
DRAWN BY:	L. STUGSTAD
CHECKED BY:	J. FOSTER

DRAWING NO. 3

SHEET 3 OF 3

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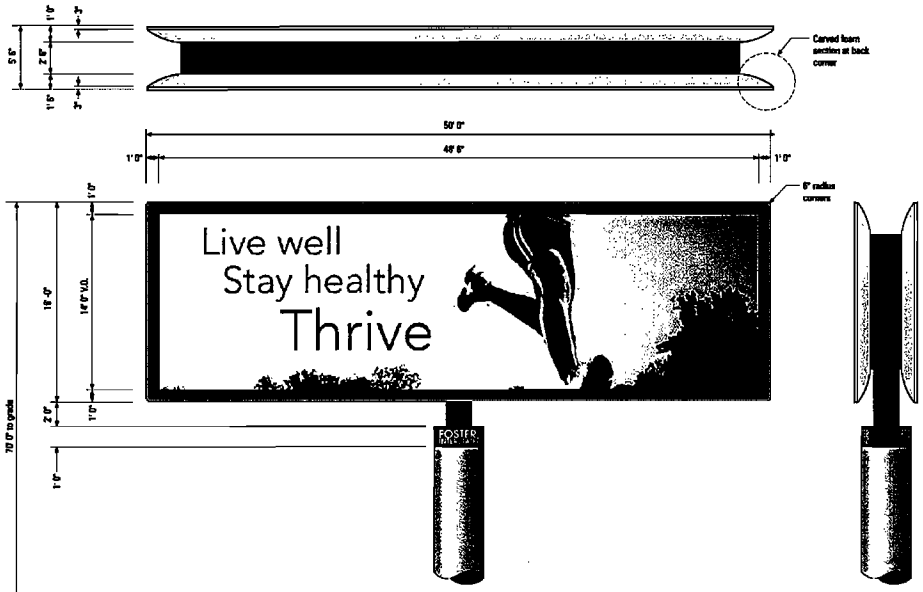
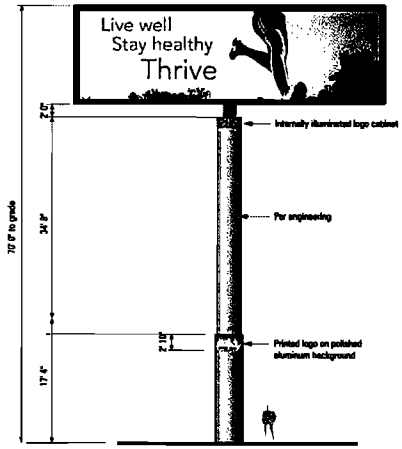


4 **SIGN ELEVATION - I-880 WEST GRAND SOUTH OF MARITIME - WEST LINE** scale: 1/8" = 1' 0"

Double-faced backlit display.

ITEM	DESCRIPTION	VENDOR	SPECIFICATION
Illumination	Backlit	GE	PowerStrip
Cabinet	Aluminum	Matthews	Metallic Silver TBD
Border	Aluminum	Matthews	Black #282-204, with high gloss clearcoat
Center Cabinet	Aluminum	Matthews	Black #282-204, satin finish
Pole Support (top)	Per eng.	Matthews	Black #282-202, satin
Pole Support (lower)	Per eng.	Matthews	White TBD
Foster Cabinet	Aluminum	Matthews	Black #282-204, satin finish
Foster Logo	Rout-out	Acrylic	Per Foster Colors
Closure Piece at End	Aluminum	Matthewss	Black #282-202, satin
Illumination	Brightness level of the illumination for the Advertising Structures will measure no more than 0.3 foot candles above ambient light conditions when measured at an appropriate distance. This foregoing brightness level has become the industry standard and is recommended by the OAAA (Outdoor Advertising Association of America) and the ISA (International Sign Association).		



4 **SIGN ELEVATION** scale: 1/16" = 1' 0"

OAKLAND GLOBAL

FOSTER INTERSTATE MEDIA, INC.

FOSTER INTERSTATE MEDIA, INC.
BILLBOARD TEAM
JOHN FOSTER
415.538.7070
PIER 26 ANNEX - THE EMBARCADERO
SAN FRANCISCO, CA 94105

PROJECT INFO.

SITE PLAN
BILLBOARD RENDERING 4
CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

CAT. NO	FI-0009.04
INV. NO.	15780

REV	DATE	COMMENT

JOB NO.	OA802
SCALE:	N.T.S.
DATE:	10/5/2012
DRAWN BY:	L. SKUGSTAD
CHECKED BY:	J. FOSTER

DRAWING NO.
4
SHEET 4 OF 5

Oct 08, 2012 - 1:10pm, Plotted By:lulus
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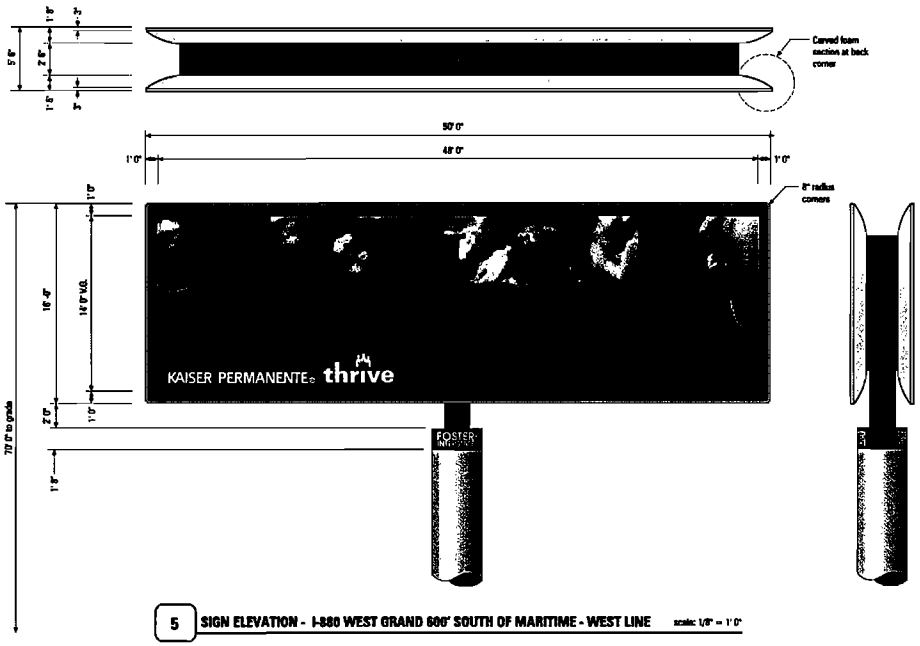
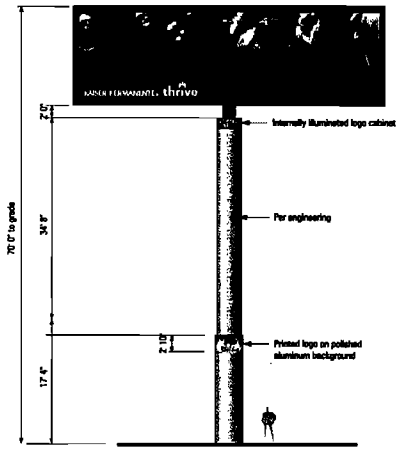


5 SIGN ELEVATION - I-880 WEST GRAND 600' SOUTH OF MARITIME - WEST LINE

scale: 1/8" = 1' 0"

Double-faced LED display.

ITEM	DESCRIPTION	VENDOR	SPECIFICATION
Electronics	LED	TBD	20mm Actual
Cabinet	Aluminum	Matthews	Metallic Silver TBD
Border	Aluminum	Matthews	Black #282-204, with high gloss clearcoat
Center Cabinet	Aluminum	Matthews	Black #282-204, satin finish
Pole Support (top)	Per eng.	Matthews	Black #282-202, satin
Pole Support (lower)	Per eng.	Matthews	White TBD
Foster Cabinet	Aluminum	Matthews	Black #282-204, satin finish
Foster Logo	Rout-out	Acrylic	Per Foster Colors
Closure Piece at End	Aluminum	Matthewss	Black #282-202, satin
Illumination	Brightness level of the illumination for the Advertising Structures will measure no more than 0.3 foot candles above ambient light conditions when measured at an appropriate distance. This foregoing brightness level has become the industry standard and is recommended by the OAAA (Outdoor Advertising Association of America) and the ISA (International Sign Association).		



5 SIGN ELEVATION

scale: 1/16" = 1' 0"

OAKLAND GLOBAL

FOSTER INTERSTATE MEDIA, INC.

FOSTER INTERSTATE MEDIA, INC.
BILLBOARD TEAM
JOHN FOSTER
415-538-7070
PIER 26 ANNEX - THE EMBARCADERO
SAN FRANCISCO, CA 94105

PROJECT INFO.

SITE PLAN
BILLBOARD RENDERING 5
CITY OF OAKLAND, ALAMEDA COUNTY, CALIFORNIA

CAT. NO	FI-0009.05
INV. NO.	15781

REV	DATE	COMMENT

JOB NO.	OAB02
SCALE	N.T.S.
DATE	10/5/2012
DRAWN BY:	L. SKUGSTAD
CHECKED BY:	J. FOSTER

DRAWING NO. 5

SHEET 5 OF 5

Oct 05, 2012 - 1:10pm, Plotted By:lsaller
G:\Cad Files\OAB\OAB02\ENTITIES\Foster Interstate\2012-10-05_Revised Renderings\Revised Billboard Renderings.dwg

EXHIBIT H

[INTENTIONALLY DELETED]

EXHIBIT I

INSURANCE REQUIREMENTS

		SCHEDULE OF TENANT INSURANCE REQUIREMENTS FOR BILLBOARD FRANCHISE AND LEASE AGREEMENT AND BILLBOARD SUBLEASE AGREEMENT*							
***See Key at end of Schedule for definitions of certain terms used in this Schedule**					**During Construction of Advertising Structures and Related Improvements**		**All other Times**		**During Remediation Pursuant to ARMOA**
					Tenant / Subtenant	***Contractors / Subcontractors***	***Tenant***	***Subtenant***	***Tenant / Subtenant / Contractors / Subcontractors***
A.		**REQUIRED POLICIES AND COVERAGES**							
		Tenant shall procure and, as applicable, shall cause its Subtenants, Contractors and Subcontractors to procure, prior to the Commencement Date of the Lease and, as applicable, prior to the effective date of the Sublease or contract for services, and thereafter maintain and keep in force for the Term of this Lease and, as applicable, the term of the Sublease or contract for services, at no cost or expense to Landlord, all policies of insurance set forth in this Schedule. The amounts and types of insurance set forth herein are minimums required by Landlord and shall not substitute for an independent determination by T/ST/C/SC of the amounts and types of insurance which T/ST/C/SC shall determine to be reasonably necessary to protect themselves, their work and their property. This Schedule does not modify and is subject to all terms and conditions set forth elsewhere in the Lease.							
	i.	**Commercial General Liability**							
			a.	CGL insurance, written on an "occurrence basis" and covering Bodily Injury, Property Damage and Personal Injury for Premises Operations, Products and Completed Operations, Broad Form Property Damage, Independent Contractors and Contractual Liability. Coverage shall be at least as broad as ISO Commercial General Liability coverage (occurrence Form CG 00 01).	$2 million per occurrence, $4 million aggregate	Contractors: $2 million per occurrence, $4 million aggregate Subcontractors: $2 million per occurrence, $2 million aggregate	$2 million per occurrence, $4 million aggregate	$2 million per occurrence, $4 million aggregate	$3 million per occurrence, $3 million aggregate
			b.	T/ST/C/SC shall provide additional insured status using ISO endorsement CG 20 10 11/85 or its equivalent naming (1) City Additional Insureds, and (2) with respect to Port-Related Activities, the Port Additional Insureds. A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT. All liability insurance required hereunder shall be primary insurance as respects Landlord and each other additional insured and any other insurance available to Landlord or any other additional insured under any other policies or self-					

Insurance Requirements					During Construction of Advertising Structures and Related Improvements		All other Times		During Remediation Pursuant to ARMOA
					Tenant / Subtenant	***Contractors / Subcontractors***	***Tenant***	***Subtenant***	***Tenant / Subtenant / Contractors / Subcontractors***
				insurance shall be excess insurance over, and not contributing with, the insurance required by this Schedule and the Lease.					
			c.	Cross Liability / Separation of Insureds clause: Liability policy shall contain cross-liability coverage as provided under standard ISO forms' separation of insureds clause, such that in the event of one of the assureds incurring liability to any other of the assureds, the policy shall cover the assured against whom claim is or may be made in the same manner as if separate policies had been issued to each assured. Nothing contained herein shall operate to increase the insurer's limit of liability.					
			d..	Continuation of Coverage: If Landlord, in its sole and absolute discretion, approves CGL insurance written on a "claims made basis," T/ST/C/SC shall maintain the required insurance continuously for a period of five (5) years after, as applicable, the expiration of the Term of the Lease or the term of the Sublease or completion of the work under the applicable contract. During this period, evidence of this continuous coverage shall be provided by Tenant to Landlord on an annual basis until the required coverage period has expired.					
	ii.	**Automobile Liability Insurance:**							
			a.	T/ST/C/SC shall maintain automobile liability insurance for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be at least as broad as ISO Form Number CA 00 01.	Generally: $1 million each accident/For construction activities or soils movement: $2 million.	Generally: $1 million each accident/For construction activities or soils movement: $2 million.	Generally: $1 million each accident/For construction activities or soils movement: $2 million.	Generally: $1 million each accident/For construction activities or soils movement: $2 million.	Generally: $1 million each accident/For construction activities or soils movement: $2 million.
			b.	If T/ST/C/SC are required to maintain Pollution Legal Liability insurance (see item A.iv below), and if further required by federal or state law, the policy shall be endorsed to delete the Pollution exclusion and add the Motor Carrier Act endorsement (MCS-90) and/or other endorsements required by federal or state authorities.	If Required	If Required	If Required	If Required	If Required

Insurance Requirements					During Construction of Advertising Structures and Related Improvements		All other Times		During Remediation Pursuant to ARMOA
					Tenant / Subtenant	***Contractors / Subcontractors***	***Tenant***	***Subtenant***	***Tenant / Subtenant / Contractors / Subcontractors***
	iii.	**Worker's Compensation Insurance**							
			a.	As required by the laws of the State of California. Coverage shall include Employers Liability coverage.	Statutory Limits	Statutory Limits	Statutory Limits	Statutory Limits	Statutory Limits
			b.	T/ST/C/SC certify that they are aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. T/ST/C/SC shall comply with the provisions of section 3700 of the California Labor Code before, as applicable, the Commencement Date of the Lease or commencement date of the Sublease, or the commencement of work under the applicable contract, and continuing thereafter as required by that Code.					
			c.	The Workers' Compensation policy shall be endorsed with a waiver of subrogation (i) in favor of the City for all work and operations performed by T/ST/C/SC and their respective employees and agents and (ii) with respect to any Port-Related Activities, in favor of the Port for all such Port-Related Activities performed by T/ST/C/SC and their respective employees and agents.					
	iv.	**Pollution Legal Liability**							
			a.	Prior to commencement of and at all times during any subterranean work, T/ST/C/SC shall procure and maintain Pollution Legal Liability Insurance. The Certificate required pursuant to item F(i) must plainly designate the name of the project, name of the disposal site, and the permits secured for its disposal.	If Applicable: $2 million per occurrence, $2 million aggregate	If Applicable: $2 million per occurrence, $2 million aggregate	N/A	N/A	If Applicable: $2 million per occurrence, $2 million aggregate
			b.	Any Insurance deductibles greater than $25,000 shall be declared on the Certificate of insurance and shall be subject to Landlord's prior written approval.					
			c.	The Pollution Legal Liability policy shall contain, or be endorsed to contain, the following provisions: 1. City Additional Insureds and, with respect to Port-Related Activities, Port Additional Insureds, are to be covered as Additional Insureds					

Insurance Requirements					During Construction of Advertising Structures and Related Improvements		All other Times		During Remediation Pursuant to ARMOA
					Tenant / Subtenant	*Contractors / Subcontractors*	*Tenant*	*Subtenant*	*Tenant / Subtenant / Contractors / Subcontractors*
				with respect to liability arising out of work or operations performed by or on behalf of T/ST/C/SC. 2. For any claims related to this project, the T/ST/C/SC's insurance coverage shall be primary insurance as respects Landlord and each other additional insured. Any insurance or self-insurance maintained by Landlord or any other additional insured shall be excess of the T/ST/C/SC's insurance and not contributing with it.					
			d.	If Pollution Legal Liability policy is written on a claims-made form, the following provisions apply: 1. The Retroactive Date shall be shown on the Certificate of Insurance and must be prior to, as applicable, the Commencement Date of the Lease or the commencement date of the Sublease, the date of the other applicable contract, or the commencement of the work. 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the completion of the work. 3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the commencement date of the terminating policy, T/ST/C/SC must purchase "extended reporting" coverage for a minimum of five (5) years for the terminating policy. 4. A copy of the claims reporting requirements must be submitted to Landlord for review and approval.					
	v.	**Builders' Risk/Course of Construction Insurance**							

Insurance Requirements					During Construction of Advertising Structures and Related Improvements		All other Times		During Remediation Pursuant to ARMOA
					Tenant / Subtenant	***Contractors / Subcontractors***	***Tenant***	***Subtenant***	***Tenant / Subtenant / Contractors / Subcontractors***
			a.	Written on Form CP 10 30 or equivalent form, policy shall cover all risks of loss on a completed value form with no coinsurance penalty provisions and in an amount equal to one hundred percent (100%) of the initial contract sum, subject to subsequent modification of the contract sum. The insurance shall apply on a replacement cost basis. The insurance shall name City and all Contractors and Subcontractors in the work as either insureds or loss payees, as their interests may appear, as applicable. The insurance shall cover the entire work at the site identified in the applicable scope of work, including reasonable compensation for architects" services and expenses made necessary by an insured loss. Insured property shall include portions of the work located away from the site but intended for use at the site and shall also cover portions of the work in transit. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance or regulation. The insurance shall be maintained in effect until completion of the applicable scope of work. The insurer shall waive all rights of subrogation against Landlord.	Required	Required (unless provided by Tenant or Subtenant)	N/A	N/A	N/A
			b.	The coverage shall be provided on a Special Form Cause of Loss and including earthquake (where required by any Mortgagee), but excluding flood coverage. The policy deductible may not exceed $100,000, except for earthquake which shall not exceed 5% of the values at risk at the time of the loss.					
			c.	T/ST/C/SC may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage.					
			d.	If the particular work does not involve new or major reconstruction, at the option of Landlord in its sole and absolute discretion, a Property Installation Floater may be acceptable. For such work, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment of existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for a building, structure, machinery or equipment damaged, impaired, broken or destroyed during the performance of the work, including during transit, installation and testing at the Premises.					

Insurance Requirements					During Construction of Advertising Structures and Related Improvements		All other Times		During Remediation Pursuant to ARMOA
					Tenant / Subtenant	*Contractors / Subcontractors*	*Tenant*	*Subtenant*	*Tenant / Subtenant / Contractors / Subcontractors*
	vi.	**Property Insurance**							
			a.	Upon completion of any Advertising Structure and related improvements, Tenant/Subtenants shall maintain property insurance policies with coverage at least as broad as Insurance Services Office form CP 10 30 06 95 ("Causes of Loss - Special Form" (or its replacement), in an amount not less than one hundred percent (100%) of the then-current full replacement cost of the Improvements (including building code upgrade coverage and the cost of any on that portion of the Premises) with any deductible not to exceed One Hundred Thousand Dollars ($100,000). Upon Landlord's request, but not more frequently than once every ten (10) years, Tenant, at its sole cost, shall provide Landlord with an insurance appraisal, prepared in accordance with industry custom and practice, or other information acceptable to Landlord in its sole and absolute discretion, substantiating the then-current full replacement cost of the Improvements. Notwithstanding the foregoing, Tenant/Subtenants shall only be required to carry earthquake insurance if required by a Mortgagee and, if so required, in such amounts and with such deductibles and on such other terms as are required by the Mortgagee. Further notwithstanding the foregoing, Tenant/Subtenants shall not be required to carry mold insurance. In addition to the foregoing, Tenant/Subtenants may insure their Personal Property in such amounts as Tenant/Subtenants deems appropriate; and Landlord shall have no interest in the proceeds of such Personal Property insurance, and the proceeds of such insurance shall not be subject to the provisions of Article 9 of the Lease.	N/A	N/A	Required, unless provided by Subtenant	Required.	N/A
	vii.	**Business Interruption/Rental Loss Insurance**							

Insurance Requirements					During Construction of Advertising Structures and Related Improvements		All other Times		During Remediation Pursuant to ARMOA
					Tenant / Subtenant	*Contractors / Subcontractors*	*Tenant*	*Subtenant*	*Tenant / Subtenant / Contractors / Subcontractors*
			a.	From and following completion of any Advertising Structure and related improvements, Tenant/Subtenants shall maintain business interruption or rental value insurance for loss caused by any of the perils or hazards set forth in and required to be insured pursuant to items A.vi (Property Insurance). Such insurance shall be written on an Actual Loss Sustained Basis for a period of not less than one (1) year and shall include a 365 day extended period of indemnity beyond such initial period. The amount of such insurance shall be calculated from the date of completion and shall be adjusted from time to time thereafter.	N/A	N/A	Required, if not provided by Subtenant.	Required	**N/A**
B.		**TERMS, CONDITIONS AND ENDORSEMENTS (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF T/ST/C/SC EXCEPT AS OTHERWISE PROVIDED BELOW)**							
	i.	For all policies of liability insurance, T/ST/C/SC shall provide additional insured status using ISO endorsement CG 20 10 11/85 or its equivalent naming (1) City Additional Insureds, and (2) with respect to Port-Related Activities, the Port Additional Insureds. A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT. All liability insurance required hereunder shall be primary insurance as respects Landlord and each other additional insured and any other insurance available to Landlord or any other additional insured under any other policies or self-insurance shall be excess insurance over, and not contributing with, the insurance required by this Schedule and the Lease.							
	ii.	Provide a separate certificate of insurance for each project or scope of work with the name of the project or scope of work stated thereon.							
	iii.	The words, "endeavor to" and "but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives" shall be lined out or such policy shall contain an endorsement attached to the Certificate of Insurance, that states that the policy may not be cancelled or terminated without at least ten (10) days' prior notice for nonpayment of premiums and not less than thirty (30) days' prior notice for any other reason, to Landlord.							
	iv.	Certificate holder is to be the same entity or person and the same address as indicated in the "notices" section of the Lease or other applicable agreement; and,							
	v.	All insurance required under this Schedule and the Lease shall be placed and maintained with an Insurer with a current Best Rating of A:VII or better (or a comparable successor rating) and							

Insurance Requirements			During Construction of Advertising Structures and Related Improvements		All other Times		During Remediation Pursuant to ARMOA
			Tenant / Subtenant	*Contractors / Subcontractors*	*Tenant*	*Subtenant*	*Tenant / Subtenant / Contractors / Subcontractors*
		admitted or legally authorized to sell such insurance within the State of California.					
C.		**DEDUCTIBLES AND SELF-INSURED RETENTIONS (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF T/ST/C/SC EXCEPT AS OTHERWISE PROVIDED BELOW):**					
	i.	Except for limits expressly specified above, any deductible or self-insured retention must be declared to and approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed with respect to any insurance that otherwise meets all requirements of this Schedule and the Lease. Upon the written election by Landlord, in Landlord's sole and absolute discretion, the insurer shall reduce or eliminate such deductible or self-insured retentions as respects Landlord and its Councilmembers, directors, officers, agents, employees and volunteers; or the T/ST/C/SC shall provide a financial guarantee satisfactory to Landlord, in Landlord's sole and absolute discretion, guaranteeing payment of losses and related investigations, claim administration and defense expenses.					
D.		**LANDLORD PLACEMENT OF COVERAGES (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF T/ST/C/SC)**					
	i.	If any T/ST/C/SC fails to meet the insurance requirements of this Schedule, and such failure is not cured within ten (10) days after receipt of the City's written notice to Tenant, Landlord may, at its option and without limiting any other remedies of Landlord under the Lease, take out and maintain at the expense of Tenant, such insurance in the name of T/ST/C/SC as is required pursuant to this Schedule.					
E.		**INSURANCE INTERPRETATION (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF T/ST/C/SC)**					
	i.	Unless otherwise consented to by Landlord, in its sole and absolute discretion, all endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the ISO as of the date of this Lease.					
F.		**PROOF OF INSURANCE (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF T/ST/C/SC)**					
	i.	T/ST/C/SC will be required to provide Landlord proof of all insurance required for the work or operations prior to execution of this Lease or other applicable contract, including copies of insurance policies if and when requested by Landlord.					

Insurance Requirements			During Construction of Advertising Structures and Related Improvements		All other Times		During Remediation Pursuant to ARMOA
			Tenant / Subtenant	*Contractors / Subcontractors*	*Tenant*	*Subtenant*	*Tenant / Subtenant / Contractors / Subcontractors*
	ii.	T/ST/C/SC agree that Landlord, or Landlord's designated insurance agent, manager or administrator may audit T/ST/C/SC's' books and records, insurance coverages, insurance cost information, or any other information that T/ST/C/SC provide to Landlord, or Landlord's designated insurance agent, manager or administrator to confirm the accuracy of such documents and matters.					
G.		**SUBCONTRACTORS (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF T/ST/C/SC EXCEPT AS OTHERWISE PROVIDED BELOW)**					
	i.	T/ST/C/SC shall include all subcontractors as insureds under their policies or shall furnish separate certificates and endorsements for each subcontractor. Except as otherwise expressly set forth in this Schedule, all coverages for subcontractors shall be subject to all the requirements stated herein.					
H.		**WAIVER OF CLAIMS AND SUBROGATION (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF T/ST/C/SC)**					
	i.	T/ST/C/SC waive all rights against City Additional Insureds for recovery of damages arising out of or related to the Lease to the extent these damages are covered by the forms of insurance coverage required of T/ST/C/SC in this Schedule; provided, however, such waiver by Tenant shall not apply to the extent such damages incurred by Tenant are determined by a final non-appealable judgment of a court of competent jurisdiction to have arisen from: losses that are expressly excluded from the scope of Tenant's indemnity obligations under the Lease (provided, however, that nothing in this Schedule shall be deemed to create any right of Tenant to claim any such Losses).					
	ii.	T/ST/C/SC hereby grant to Landlord, on their own behalf and on behalf of their insurers, a waiver of subrogation which any insurer may acquire from T/ST/C/SC against City Additional Insureds by virtue of the payment of any loss. T/ST/C/SC agree to obtain any endorsement that may be necessary to further evidence this waiver of subrogation but this provision applies regardless of whether or not Landlord has received a waiver of subrogation endorsement from T/ST/C/SC's insurer. Without limiting T/ST/C/SC's obligations under the preceding paragraph and without creating any obligation under this Schedule, the Lease or otherwise, on the part of Landlord or City Additional Insureds to procure or maintain any policies of insurance, or any self-insurance, with respect to the Premises, this Lease or otherwise, if and to the extent Landlord elects, in its sole and absolute discretion, to procure and maintain any policy of insurance with respect to the Premises, Landlord agrees to use reasonable good faith efforts to obtain from such insurer a waiver of subrogation which such insurer may acquire from Landlord against T/ST/C/SC by					

Insurance Requirements			During Construction of Advertising Structures and Related Improvements		All other Times		During Remediation Pursuant to ARMOA
			Tenant / Subtenant	*Contractors / Subcontractors*	*Tenant*	*Subtenant*	*Tenant / Subtenant / Contractors / Subcontractors*
		virtue of the payment of any loss under such policy; provided, however, that Landlord and City Additional Insureds shall not incur any liability whatsoever to Tenant or any other Person for any inability or failure of Landlord, for any reason whatsoever, to obtain any such waiver of subrogation at any time.					
I.		**EVALUATION OF ADEQUACY OF INSURANCE (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF T/ST/C/SC)**					
	i.	Landlord maintains the right to modify, delete, alter or change the requirements set forth in this Schedule upon not less than ninety (90) days prior written notice to Tenant and not more frequently than one time during any five (5) year period. In the event that a policy is in force for a particular coverage at the time of such modification, and the insurer is unwilling to make such modification until the expiration of the current policy, the modification shall be applied to such coverage upon the expiration of the current policy.					
J.		**OTHER INSURANCE AND SPECIAL RISKS OR CIRCUMSTANCES (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF T/ST/C/SC)**					
	i.	In addition to the provisions of item I (Evaluation of Adequacy of Insurance) above, and notwithstanding any provision in this Schedule or the Lease to the contrary, T/ST/C/SC shall obtain such other insurance, excluding any professional liability (errors or omissions) or environmental insurance (other than pollution legal liability insurance), as is reasonably requested by Landlord's Risk Manager and is customary with respect to projects similar in nature and scope to the Project. Without limiting the preceding sentence, Landlord reserves the right to supplement this Schedule, upon not less than ninety (90) days prior written notice to Tenant, with requirements for additional coverages not currently provided herein in the event that : (i) a new risk is identified (whether or not based upon prior experience) or new coverages become available and such risk or coverage is typically required, based upon industry custom and practice, to be covered or maintained with respect to projects or activities similar to the project or activities contemplated by this Lease; or (ii) the insurer's financial or business status or capacity materially adversely changes; or (iii) Landlord's Risk Manager, in the exercise of its reasonable judgment, deems such additional coverages necessary or appropriate to address any other special circumstances that may have arisen with respect to the Premises or T/ST/C/SC's operations or activities thereon.					
K.		**HIGHER LIMITS OF INSURANCE (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF T/ST/C/SC)**					
	i.	If T/ST/C/SC maintain higher limits than the required minimum limits specified above in this					

Insurance Requirements			During Construction of Advertising Structures and Related Improvements		All other Times		During Remediation Pursuant to ARMOA
			Tenant / Subtenant	***Contractors / Subcontractors***	***Tenant***	***Subtenant***	***Tenant / Subtenant / Contractors / Subcontractors***
		Schedule, Landlord shall be entitled to coverage for the higher limits maintained by T/ST/C/SC, up to $10 Million in excess of the required minimum limits specified above in this Schedule.					
L.		**BLANKET INSURANCE POLICIES (APPLICABLE TO ALL POLICIES AND COVERAGES REQUIRED OF T/ST/C/SC)**					
	i.	Insurance requirements under this Schedule may be satisfied by maintaining either individual policies covering individual Improvements at the Premises, or blanket insurance policies covering multiple Improvements at the Premises and/or improvements at other locations, on condition that such blanket insurance policies shall otherwise provide in all respects the same protections as would a separate policy insuring only the individual Improvements at the Premises in compliance with the provisions of this Schedule.					

KEY:

As used in this Schedule, the following terms shall have the following meanings:

City Additional Insureds means, collectively, City, ORSA, and the respective Council/Board members, directors, officers, agents, employees and volunteers.

ISO means Insurance Services Office or any successor thereto.

Port Additional Insureds means, collectively, Port, its Board of Port Commissioners and each of its Commissioners, officers, employees and agents.

Port-Related Activities means any activities conducted by T/ST/C/SC that are subject to the ARMOA or on property owned by the Port.

T/ST/C/SC means, collectively, Tenant, Subtenants, Contractors and Subcontractors.

EXHIBIT J

SUBLEASE TERMS

Term: Initial 66 year term, subject to 20-year term with two 10-year options upon termination of LDDA without default, and further subject to 20-year term, without any options to extend, if there is a termination of the LDDA upon default of developer under the LDDA.

Revenue Share: Tenant to receive not less than 40% of the annual net advertising revenue. Annual net advertising revenue is defined as all revenue received for the sale of advertising less agency commission, if applicable (not to exceed 16 2/3%), plus 50% of any other revenue received by such subtenant.

Guarantee: Tenant to receive per Site not less than the guaranteed minimum annual cash payment amounts set forth below:

Site #	Site Description	Initial Minimum Annual Guarantee Payment (per Site)
1	Site subject to approval by CalTrans	$100,000
2	Site subject to approval by CalTrans	$50,000
3	Site controlled by City	$50,000
4	Site controlled by City	$50,000
5	Site controlled by City	$50,000

Investment: Estimated capital expenditure to design and build the proposed state-of-the-art general advertising sign structures is $6 million.

Liabilities: Subtenant will carry appropriate commercial and other relevant coverage, including property damage, workers compensation and employer's liability.

Sublease Form: Tenant and subtenant shall enter into a sublease with respect to the entire Premises in the form attached to this Agreement as Exhibit D.

Sublease is subject and subordinate to this Agreement and subject to the City's execution of a standard commercial nondisturbance agreement in favor of subtenant.

EXHIBIT K

OARB COMMUNITY BENEFITS TERMS FOR BILLBOARD AGREEMENT

	Community Benefit Category	Term
1.	Jobs	Tenant shall include the Construction Jobs Policy for Vertical Construction, attached as Exhibit A, as a material term of all contracts under which Vertical Construction (as that term is defined in the Policy) may occur, and shall itself comply with terms of such Policy. Inclusion of said Policies in all relevant contracts, and compliance with applicable terms of such Policies by Tenant, will fully satisfy the Tenant's obligation with regard to such policy. City Ordinance No. 12389, as amended by Council Ordinance 13101 (12/20/11), and the program Guidelines in the Local and Small Local Business Enterprise Program guidance dated February 1, 2012 with regard to Local Employment Program, Local Construction Employment Referral Program, and Apprenticeship Program do not apply to Vertical Construction, which are governed by the Construction Jobs Policy for Vertical Construction.
2.	Jobs	Tenant shall require compliance with the City Living Wage Ordinance (Council Ordinance No. 12050, 4/7/98) for jobs related to Tenant's performance under the Billboard Agreement and for which fifty percent (50%) or more of the work hours in any calendar year are performed at the Oakland Army Base.
3.	Jobs	Tenant shall comply, and require its subtenants to comply with the City Equal Benefits Policy (Council Ordinance No. 12394, 12/18/01), except where such application would be inconsistent with the terms or conditions of a grant or a contract with an agency of the United States or the State of California.
4.	Contracting	In order to protect the City's proprietary interest in prompt completion of construction, Tenant shall use commercially reasonable efforts, prior to commencement of construction, enter into a PLA with the Alameda County Building Trades Council, which agreement requires such labor organizations to refrain from work stoppages on project construction, and shall be consistent with and facilitate compliance with the Construction Jobs Policy for Vertical Construction.

5.	Environmental	Landlord and Tenant, in conjunction with the billboard construction and operations, shall comply with CEQA Standard Conditions of Approval and Mitigation Monitoring and Reporting Program, attached as Exhibit B, to the extent applicable to the construction and operation of billboards, including those set forth in the City Council Areas of Agreement, with respect construction: dust control, hazardous materials removal, storm water plan, with respect to operations; prepare a GHG Reduction Plan and maximize the use of green energy (solar, wind, other) where possible.

Exhibit A

Construction Jobs Policy for Vertical Construction

[See attached]

Construction Jobs Policy

Oakland Army Base Project

Vertical Construction

I. **Purpose.** This Construction Jobs Policy sets forth certain requirements regarding hiring and employment related to Vertical Construction, as defined below, on portions of the Oakland Army Base to be leased and developed pursuant to that certain Lease Development and Disposition Agreement between the City of Oakland and Prologis CCIG Oakland Global, LLC dated _____. Contractors participating in Vertical Construction will agree to comply with terms of this Policy as a condition of construction, as more particularly set forth herein.

II. **Definitions.** As used herein, the following capitalized terms shall have the following meanings. All definitions include both the singular and plural form.

"**Apprentice**" shall mean an individual who is enrolled in a Registered Apprenticeship Program.

"**Apprentice Work Hours**" shall mean Project Work Hours performed by Apprentices.

"**Background Exceptions**" shall mean: (i) law, regulation or policy of any applicable governmental or quasi-governmental body (including, but not limited to, those established under the Transportation Worker Identification Credential program and the Customs Trade Partnership Against Terrorism); (ii) the Contractor's good faith determination that the position is of such sensitivity that individuals with particular types of criminal convictions or histories are ineligible; and (iii) the Contractor's hiring policies that are uniformly applied on a national basis with respect to prospective workers' history of involvement with the criminal justice system. A Contractor's hiring policies with respect to prospective workers' history of involvement with the criminal justice system that are uniformly applied in the State of California, rather than on a national basis, may also be considered a Background Exception pursuant to written approval of the City Administrator. The City Administrator shall reasonably consider any request for such approval by Developer or the applicable Contractor if Developer or such Contractor reasonably demonstrates that a Background Exception is reasonably necessary in order to avoid significant economic or operational hardship for Developer or the Contractor.

"**Billboard Agreement**" shall mean that certain agreement between the City and Prologis CCIG Oakland Global, LLC, to construct and operate up to five (5) billboards on the Oakland Army Base, as authorized under the LDDA, as may be amended from time to time.

"**Billboard Tenant**" shall mean the sublessee and any successors and assigns under the Billboard Agreement.

"**Contractor**" shall mean any entity employing individuals to perform Project Construction Work, including Prime Contractors and subcontractors of any tier.

"**City**" shall mean the City of Oakland.

"**Developer**" shall mean Prologis CCIG Oakland Global, LLC and its approved successors, assigns and transferees, under the LDDA.

"Ground Lease" shall mean, as applicable, (a) that certain Army Base Gateway Redevelopment Project Ground Lease for the East Gateway, by and between the City of Oakland and Prologis CCIG Oakland Global, LLC, or its permitted designee, (b) that certain Army Base Gateway Redevelopment Project Ground Lease for the Central Gateway, by and between the City of Oakland and Prologis CCIG Oakland Global, LLC, or its permitted designee; or (c) that certain Army Base Gateway Redevelopment Project Ground Lease for the West Gateway, by and between the City of Oakland and Prologis CCIG Oakland Global, LLC, or its permitted designee; each agreement as amended from time to time.

"**Jobs Center**" shall mean a referral center to be designated by the City as such for purposes of implementation of this Policy.

"**LDDA**" shall mean that Lease Disposition and Development Agreement described in Section I, above, and entered into by the City and Developer respecting the development activities at the Oakland Army Base, as may be amended from time to time.

"**LDDA Execution Date**" shall mean the date the LDDA is signed by all parties as set forth in Section I, above.

"**New Apprentice**" shall mean a Resident who is newly enrolled (less than 3 months) as an Apprentice.

"**Policy**" shall mean this Construction Jobs Policy for Vertical Construction.

"**Prime Contractor**" shall mean a Contractor awarded a contract directly by Developer, any Tenant, Billboard Tenant, or a construction manager to one of those parties, for performance of Project Construction Work.

"**Project**" shall mean the redevelopment activities occurring on the Project Site.

"**Project Construction Work**" shall mean Vertical Construction performed on the Project Site.

"**Project Site**" shall mean the portions of the former Oakland Army Base that may be leased to Developer or its affiliates, successors or assigns pursuant to the LDDA.

"**Project Work Hours**" shall mean hours of Project Construction Work.

"**Registered Apprenticeship Program**" shall mean a labor-management apprenticeship program that is currently registered with the State of California's Division of Apprenticeship Standards.

"**Resident**" shall mean an individual domiciled in the City for at least six months prior to the date that such individual is hired or assigned to perform the applicable work, with "domiciled" as defined by Section 349(b) of the California Election Code, as in effect as of the LDDA Execution Date attached hereto as Schedule 1.

"**Tenant**" shall mean any entity leasing space in the Project Site.

"**Union**" shall mean construction trades union(s).

"**Vertical Construction**" shall mean construction work related to (i) initial construction under the Billboard Agreement; (ii) initial construction of private site improvements and core and shell

building improvements; (iii) subsequent construction or maintenance under the Billboard Agreement for which the contracts with all Prime Contractors responsible for such work are worth, in the aggregate, over one million dollars ($1,000,000); or (iv) subsequent construction or maintenance of tenant improvements under a Ground Lease or other leasing arrangement between the City and the Developer, or sublease thereof, for which the contracts with all Prime Contractors responsible for such work are worth, in the aggregate, over one million dollars ($1,000,000); in all events excluding the cost of any furniture, fixtures or equipment.

"**Vertical PLA**" shall mean any project labor agreement governing Vertical Construction and executed by the Alameda County Building Trades Council and Developer and/or Billboard Tenant.

III. EMPLOYMENT REQUIREMENTS.

A. Alternative Approaches. Each Contractor shall either follow the processes set forth in Section III.B, below, or satisfy the percentage requirement set forth in Section III.C, below.

B. Hiring and Referral Processes.

1. Contractor Procedures. Contractors shall undertake the following steps in the following order, in an effort to retain Residents:

a. Step One: Assign to perform Project Construction Work any current employees who are Residents;

b. Step Two: Utilize name call, rehire, or similar procedures in the relevant collective bargaining agreement to request particular individuals who have been identified, in cooperation with the Unions, as Residents;

c. Step Three: Request that the Union hiring hall refer Residents;

d. Step Four: If the above steps have not enabled satisfaction of the percentage requirement of this Policy related to hiring of Residents, request referral of Residents from the Jobs Center; and

e. Step Five: Fairly consider workers that have been referred by the Jobs Center within three (3) business days of the request therefor.

C. Percentage Requirement.

1. Residents. The percentage requirement of this Section III.C is satisfied if, for each construction trade in which a Contractor performs Project Construction Work, at least fifty percent (50%) of the Project Work Hours in such construction trade are performed by Residents.

2. Credit for Hours Worked on Other Projects. For purposes of determining the percentage of Project Work Hours performed by Residents under Section

III.C.1, any hours of construction work performed by Residents on other construction projects performed by a Contractor (or, if the Contractor is a joint venture, by the entities that comprise the joint venture) during the term of the Contractor's Project Construction Work (i.e., the period commencing on the Contractor's execution of a contract for the performance of Vertical Construction and expiring on the substantial completion of the work required under such contract) shall be considered Project Work Hours performed by Residents in the applicable construction trade (and shall not increase the total number of Project Work Hours, including those applicable to such construction trade).

3. Bonus for Retention of New Apprentices. For every one thousand (1,000) hours beyond an initial one thousand (1,000) hours that any one New Apprentice works, directly or indirectly, for a Prime Contractor (including for such Prime Contractor's subcontractors of any tier) during the term of the Prime Contractor's Project Construction Work, such Prime Contractor shall be entitled to five hundred (500) "bonus" hours that shall be credited against the requirement for Project Work Hours performed by Residents under Section III.C.1.

D. Apprentices.

1. New Apprentice Sponsorship Requirements for Prime Contractors. In each calendar year, for each twenty thousand (20,000) Project Work Hours performed by a Prime Contractor (for the avoidance of doubt, including its subcontractors of any tier), such Prime Contractor and/or any of its subcontractors of any tier shall sponsor one (1) or more New Apprentice(s) and employ such New Apprentice(s) for an aggregate total of at least one thousand (1,000) hours of Project Construction Work and/or construction work on other projects during the term of the Prime Contractor's Project Construction Work.

2. Twenty Percent Utilization Requirement. For all Project Work Hours in aggregate, performed by any Contractor, Apprentice Work Hours shall constitute at least twenty percent (20%) of Project Work Hours.

E. Hiring Discretion. Nothing in this Policy shall require that any Contractor hire any particular individual; each Contractor shall have the sole discretion to make hiring decisions with regard to any individual referred by the Jobs Center or any other person or entity.

F. Funding Restrictions. For any portion of the Project Construction Work on which, based on use of federal or state funds, a federal or state agency prohibits application of the requirements described above, the City will, after consultation with Developer, work collaboratively with the funding agency to adapt the above requirements to the restrictions imposed by the funding agency, advancing the goals of this Policy to the greatest extent permitted by the funding agency. In such cases, Developer and the City shall meet and confer with regard to the adapted requirements agreed to by the City and the funding agency, and such requirements shall be applied to portions of the Project Construction Work in question for the period required by such agency, and shall automatically become terms of this Policy with respect to such Project Construction Work.

G. Contact Person. At least two (2) weeks prior to performance of Project Construction Work, or within two (2) business days after execution of a contract for performance

of Project Construction Work, whichever is later, each Contractor shall provide to the City contact information for a contact person for purposes of implementation of this Policy.

H. Employment Needs Projections.

1. Prime Contractor. Within one (1) month of being awarded a prime contract for Project Construction Work, any Prime Contractor shall project employment needs for performance of the contract, and provide such projection to the Jobs Center and the City. Such projection shall indicate number of workers and apprentices needed by trade, at different stages of performance of the Project Construction Work.

2. Contractors. Each Contractor shall, at least one (1) month before commencing performance of Project Construction Work, or within two (2) business days after execution of a contract for performance of Project Construction Work, whichever is later, project employment needs for performance of the Project Construction Work, and provide such projection to the Jobs Center and the City. Such projection shall indicate number of workers and Apprentices needed by trade to complete the Project Construction Work.

3. Compliance Plan. Prior to commencement of construction, Prime Contractors may request participation from the City in negotiation of a proactive compliance plan with regard to requirements of this Policy. The City shall negotiate in good faith in an attempt to reach agreement on such a plan. Negotiated compliance plans may streamline and clarify responsibilities under this Policy, but may not conflict with this Policy. If such a plan is agreed to by Prime Contractor and the City, then compliance with the plan shall be compliance with this Policy.

I. Worker Qualifications. Unless a criminal background check is required by any of the Background Exceptions, a Contractor shall neither request from prospective workers, nor independently research prospective workers' history of involvement with the criminal justice system. Where a criminal background check is required by any Background Exception, subject to the requirements of such Background Exception the Contractor shall: (a) include the following statement in the position description: "This position is subject to a background check for any convictions related to its responsibilities and requirements. Only criminal histories (i) related to job requirements and responsibilities or (ii) related to violent acts will be considered and will not automatically disqualify a finalist candidate."; (b) undertake the background check only after the initial interview (or, if no interview is undertaken, after a candidate has received a conditional offer of employment for the position in question); (c) consider only criminal histories (i) related to job requirements and responsibilities or (ii) related to violent acts; and (d) take into account the age of the individual at the time of the offense, the time that has passed since the offense, the nature and seriousness of the offense, and any evidence of the individual's rehabilitation. Unless a credit history is required by any of the Background Exceptions or Contractor's good faith determination that the position is of such sensitivity that individuals with particular types of credit histories are ineligible, a Contractor shall neither request from prospective workers, nor independently research prospective workers' credit histories.

J. Project Labor Agreement. As more particularly set forth in the applicable Ground Lease or the Billboard Agreement, Developer and Billboard Tenant, respectively, will have entered into a Vertical PLA with the Alameda County Building and Construction Trades Council covering the Project Construction Work, with all contractors and subcontractors to perform work under terms of such Vertical PLA, and such Vertical PLA to be consistent with and facilitate compliance with this Policy.

IV. MISCELLANEOUS.

A. Contracts/Subcontracts. Developer and each Tenant or Billboard Tenant shall include compliance with this Policy as a material term of any contract under which Project Construction Work will be performed (including any applicable construction management agreement). If Developer, Tenant or Billboard Tenant complies with this Section IV.A, such entity shall not be liable for any breach of this Policy by any Contractor. Each Contractor shall include compliance with this Policy as a material term of any subcontract under which Project Construction Work will be performed (including any applicable construction management agreement), with such subcontractor having all rights and responsibilities of a Contractor under this Policy. If a Contractor enters into a subcontract in violation of this Section IV.A, then such Contractor shall be liable for any breach of this Policy with respect to Project Construction Work performed by such subcontractor. If a Contractor complies with this Section IV.A, such Contractor shall not be liable for any breach of this Policy at any sub-tier level.

B. Assurance Regarding Preexisting Contracts. Each Contractor warrants and represents that as of the date that a contract incorporating this Policy became effective, it has executed no contract pertaining to the Project or the Project Site that would have violated this Policy had it been executed after that date, or would interfere with fulfillment of or conflict with terms of this Policy. If, despite this assurance, an entity that has agreed to comply with this Policy has entered into such contract, then upon request from the City it shall either amend that contract to include the provisions required by this Policy, or terminate that contract.

C. Third Party Beneficiaries. The City is an intended third-party beneficiary of any contract that incorporates this Policy, but only for the purposes of enforcing the terms of this Policy. There shall be no other third party beneficiaries of this Policy. The City shall not delegate any of its responsibilities to any other third party, require the consent of any third party or act solely upon the direction of any third party in performing its obligations or exercising its rights under this Policy.

D. Reporting Requirements. Contractors shall submit monthly certified payroll records to the City, with an indication as to which Project Work Hours were worked by Residents and New Apprentices. Each Contractor shall also provide other records or information requested by the City regarding fulfillment of responsibilities under this Policy. All such records and information shall be considered public documents. Prior to such documents being released to the public, the City will redact identifying information from such documents to protect privacy of individuals.

E. Determination of Status. A Contractor's determination of whether any individual is a Resident or New Apprentice shall be binding in determining whether the requirements of this Policy have been satisfied, including the requirements of Sections III.B and III.C, provided that such Contractor obtains reasonable written documentation demonstrating that such individual is a Resident or New Apprentice at the time that such individual is assigned or hired and such Contractor retains such documentation and makes it available to City for inspection at reasonable times.

F. Remedies.

1. Liquidated Damages for Percentage Requirement. If a Contractor fails to satisfy at least one of the alternative approaches required by Section III.A of this Policy, then as the sole and exclusive remedy therefor, such Contractor shall pay to the City liquidated damages in an amount equal to twenty dollars ($20) for each hour short of the percentage requirement. For example, if there are one thousand (1,000) Project Work Hours, with four hundred fifty (450) Project Work Hours performed by Residents, then the liquidated damages shall be in an amount equal to $20 x 50 = $1,000. A Contractor shall not owe liquidated damages if it negotiates a compliance plan with the City pursuant to Section III.H.3, and complies with such negotiated compliance plan. Any liquidated damages collected by the City shall be used solely to support training, referral, monitoring, or technical assistance to advance the purposes of this Policy.

2. Specific Performance. Except with respect to Contractor's failure to satisfy at least one of the alternative approaches required by Section III.A (for which the sole and exclusive remedy is set forth in Section IV.F.1), the City may bring an action for specific performance to ensure compliance with this Policy.

3. No Breach of Certain Agreements. So long as Developer and Billboard Tenant have included compliance with this Policy as a material term of any contract under which Project Construction Work will be performed, a Contractor's noncompliance with this Policy shall not constitute a breach of the LDDA or its related agreements (ground leases and Billboard Agreement, as applicable).

G. Exemptions.

1. For Core Workers. The requirements of Sections III.B and III.C shall not apply to hours of Project Construction Work performed by members of a Contractor's core workforce (and such hours shall not be considered Project Work Hours for purposes of determining satisfaction of the percentage requirements of Section III.C.1). For a Contractor that is certified by the City of Oakland as a Very Small Local Business Enterprise, a Small Local Business Enterprise, or a Local Business Enterprise, a member of the core workforce is a worker who has appeared on payroll records for at least seven hundred fifty (750) hours of work in the one hundred eighty (180) days prior to that Contractor's commencement of the applicable Project Construction Work. For any other Contractor, a member of the core workforce is a worker who has appeared on payroll records for at least one thousand five hundred (1,500) hours

of work in the three hundred sixty five (365) days prior to that Contractor's commencement of the applicable Project Construction Work.

2. **For Out-of-State Workers.** The requirements of Sections III.B and III.C shall not apply to hours of Project Construction Work performed by residents of states other than the State of California (and such hours shall not be considered Project Work Hours for purposes of determining satisfaction of the percentage requirements of Section III.C.1). Notwithstanding the above, if, for any calendar year, the percentage of Project Work Hours worked by residents of states other than the State of California exceeds thirty percent (30%) of all Project Work Hours in such calendar year, then for all subsequent years of work on the Project, the first sentence of this Section IV.G.2 shall not apply, and the requirements of Sections III.B or III.C shall be applicable to all hours of Project Construction Work, including those performed by residents of states other than the State of California.

H. **Material Term.** This Policy is a material term of any contract into which it is incorporated.

I. **Emergency.** Developer, Tenant, Billboard Tenant or Contractors may apply to the City Administrator for a waiver of Sections III.B, III. C, III.D(2) and III(H)(1) of this Policy on a temporary basis with regard to a particular portion of the requesting party's work on grounds of a major emergency or risk of serious damage to property, such as natural disaster or fire. The City Administrator may grant such wavier only for a period of time necessary to respond to the emergency or serious property damage and only where the requesting party demonstrates (i) specific evidence of a major emergency or risk of serious property damage, the response to which requires rapid hiring of a significant number of temporary workers, (ii) that application of Sections III.B and III.C of this Policy would necessarily lead to an inability to address the emergency within the necessary timeframe or without substantial risk to safety of workers or serious damage to property, and (iii) that such inability or such risk cannot be avoided through changes to staffing, supervision, or operations in conjunction with application of Sections III.B, III.C, III.D(2) and III(H)(1) of this Policy. If Developer, Tenant, Billboard Tenant or any Contractor reasonably and in good faith believes that such a major emergency or risk of serious damage to property requires, and such entity undertakes, immediate action prior to obtaining any such waiver, then the City shall reasonably consider granting any requested waiver on a retroactive basis with respect to such actions.

J. **Severability.** If any of the provisions of this Policy are held by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, that holding shall in no way affect, impair, or invalidate any of the other provisions of this Policy. If this Policy's six (6)-month requirement for qualification as a Resident is deemed invalid by final decision of a court of competent jurisdiction, then "Resident" shall mean an individual domiciled in the City prior to the date that such individual is hired or assigned to perform the applicable work, with "domiciled" as defined by Section 349(b) of the California Election Code, as in effect on the LDDA Execution Date.

K. **Applicable Law and Compliance with Law.** This Policy shall be governed by and construed in accordance with the laws of the State of California and the United States and

shall be enforced only to the extent that it is consistent with those laws. Parties who have agreed to comply with this Policy agree: (i) that their understanding is that all terms of this Policy are consistent with federal, state, and local law; and (ii) that this Policy shall be reasonably interpreted so as to comply with any conflicting law.

L. Successors and Assigns. This Policy shall be binding upon and inure to the benefit of successors and assigns of any party to a contract incorporating this Policy. References in this Policy to any entity shall be deemed to apply to any successor of that entity.

M. Warranties and Representation. Each party to a contract incorporating this Policy agrees not to either affirmatively or by way of defense seek to invalidate or otherwise avoid application of the terms of this Policy in any judicial action or arbitration proceeding; has had the opportunity to be consult counsel regarding terms of this Policy, and has agreed to such terms voluntarily as a condition of entering into a contract that incorporates this Policy. This Policy shall not be strictly construed against any entity, and any rule of construction that any ambiguities be resolved against the drafting party shall not apply to this Policy.

Schedule 1

Section 349(b) of the California Election Code

West's Ann.Cal.Elec.Code § 349

§ 349. Residence

(a) "Residence" for voting purposes means a person's domicile.

(b) The domicile of a person is that place in which his or her habitation is fixed, wherein the person has the intention of remaining, and to which, whenever he or she is absent, the person has the intention of returning. At a given time, a person may have only one domicile.

(c) The residence of a person is that place in which the person's habitation is fixed for some period of time, but wherein he or she does not have the intention of remaining. At a given time, a person may have more than one residence.

Exhibit B

CEQA Standard Conditions of Approval and Mitigation Monitoring and Reporting Program

[See attached]

Note: The document attached is the form of CEQA Standard Conditions of Approval and Mitigation Monitoring and Reporting Program attached to the City Council and ORSA resolutions authorizing the project approvals (Attachment C to June 12, 2012 Agenda Report). In the event the City makes any conforming, technical corrections to the attached form consistent with such project approvals, the City shall replace the current attachment with the corrected attachment

STANDARD CONDITIONS OF APPROVAL AND MITIGATION MONITORING AND REPORTING PROGRAM

This Standard Conditions of Approval and Mitigation Monitoring and Reporting Program (SCA/MMRP) is based on the Initial Study/Addendum (IS/A) prepared for the 2012 OARB Project. This SCA/MMRP is in compliance with Section 15097 of the CEQA Guidelines, which requires that the Lead Agency "adopt a program for monitoring or reporting on the revisions which it has required in the project and the measures it has imposed to mitigate or avoid significant environmental effects." The SCA/MMRP lists mitigation measures recommended in the IS/A and identifies mitigation monitoring requirements, as well as the City's Standard Conditions of Approval identified in the IS/A as measures that would minimize potential adverse effects that could result from implementation of the project, to ensure the conditions are implemented and monitored. In addition, "recommended measures", not required by CEQA are also included in this SCA/MMRP.[1]

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

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

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

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

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

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

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	substantially less useful or enjoyable to the public. The City may require specific building placement, tiered roofs, or other means of reducing shadow effects on public opens spaces. It is not the intent of this measure to completely eliminate shade in these areas, but to reduce shade to the maximum extent feasible.		
Air Quality			
1. Would the project conflict with or obstruct implementation of the applicable air quality plan?	**SCA AIR-2: Construction-Related Air Pollution Controls (Dust and Equipment Emissions):** During construction, the project applicant shall require the construction contractor to implement all of the following applicable measures recommended by the Bay Area Air Quality Management District (BAAQMD): a) Water all exposed surfaces of active construction areas at least twice daily (using reclaimed water if possible). Watering should be sufficient to prevent airborne dust from leaving the site. Increased watering frequency may be necessary whenever wind speeds exceed 15 miles per hour. Reclaimed water should be used whenever possible. b) Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two feet of freeboard (i.e., the minimum required space between the top of the load and the top of the trailer). c) All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. d) Pave all roadways, driveways, sidewalks, etc. as soon as feasible. In addition, building pads should be laid as soon as possible after grading unless seeding or soil binders are used. e) Enclose, cover, water twice daily or apply (non-toxic) soil stabilizers to exposed stockpiles (dirt, sand, etc.). f) Limit vehicle speeds on unpaved roads to 15 miles per hour. g) Idling times on all diesel-fueled commercial vehicles over 10,000 lbs. shall be minimized either by shutting equipment off when not is use or reducing the maximum idling time to five minutes (as required by Title 13, Section 2485, of the California Code of Regulations. Clear signage to this effect shall be provided for construction workers at all access points. h) Idling times on all diesel-fueled off-road vehicles over 25 horsepower shall be shall be minimized either by shutting equipment off when not is use or reducing the maximum idling time to five minutes and fleet operators must develop a written idling policy (as required by Title 13, Section 2449 of the California Code of Regulations.) i) All construction equipment shall be maintained and properly tuned in accordance with the manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation. j) Post a publicly visible sign that includes the contractor's name and telephone number to contact regarding dust complaints. When contacted, the contractor shall respond and take corrective action within 48 hours. The telephone numbers of contacts at the City and the BAAQMD shall also be visible. This information may be posted on other required on-site signage.	Ongoing throughout demolition, grading, and/or construction	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	k) All exposed surfaces shall be watered at a frequency adequate to maintain minimum soil moisture of 12 percent. Moisture content can be verified by lab samples or moisture probe. l) All excavation, grading, and demolition activities shall be suspended when average wind speeds exceed 20 mph. m) Install sandbags or other erosion control measures to prevent silt runoff to public roadways. n) Hydroseed or apply (non-toxic) soil stabilizers to inactive construction areas (previously graded areas inactive for one month or more). o) Designate a person or persons to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust offsite. Their duties shall include holidays and weekend periods when work may not be in progress. p) Install appropriate wind breaks (e.g., trees, fences) on the windward side(s) of actively disturbed areas of the construction site to minimize wind blown dust. Wind breaks must have a maximum 50 percent air porosity. q) Vegetative ground cover (e.g., fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible and watered appropriately until vegetation is established. r) The simultaneous occurrence of excavation, grading, and ground-disturbing construction activities on the same area at any one time shall be limited. Activities shall be phased to reduce the amount of disturbed surfaces at any one time. s) All trucks and equipment, including tires, shall be washed off prior to leaving the site. t) Site accesses to a distance of 100 feet from the paved road shall be treated with a 6 to 12 inch compacted layer of wood chips, mulch, or gravel. u) All equipment to be used on the construction site and subject to the requirements of Title 13, Section 2449 of the California Code of Regulations ("California Air Resources Board Off-Road Diesel Regulations") must meet Emissions and Performance Requirements one year in advance of any fleet deadlines. The project applicant shall provide written documentation that the fleet requirements have been met. v) Use low VOC (i.e., ROG) coatings beyond the local requirements (i.e., BAAQMD Regulation 8, Rule 3: Architectural Coatings).		
	Mitigation 4.4-3: The Port shall develop and implement a criteria pollutant reduction program aimed at reducing or off-setting Port-related emissions in West Oakland from its maritime and rail operations to less than significant levels, consistent with applicable federal, state and local air quality standards. The program shall be sufficiently funded to strive to reduce emissions from redevelopment related contributors to local West Oakland air quality, and shall continually reexamine potential reductions toward achieving less than significant impacts as new technologies emerge. The adopted program shall define measurable reductions within specific time periods. This program shall be periodically reviewed and updated every one to three years, corresponding to regular updates of the CAP. The review and update shall include, and not be limited to, an assessment of any potential new strategies, a reassessment of funding requirements, technical	Prior to starting operations	Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	feasibility, and cost benefit assumptions. Periodic updates shall be submitted to the City/Port Liaison Committee or its equivalent. The pollutant reduction program shall give priority to emission reduction strategies that address PM_{10} emissions, but shall also provide for reductions in NO_x and ROG emissions. The emission reduction program shall include a list of potential emission reduction strategies. Strategies that shall be included in the program and implemented over the buildout period include: • The Port shall expand its existing cargo handling equipment re-powering and retrofitting program (part of the Berths 55-58 Project air quality mitigation program) to include marine and rail terminal yard equipment added or relocated as part of redevelopment build-out. • The Port shall extend its grant program (part of the Berths 55-58 Project air quality mitigation program) to provide financial incentives to tugboat operators at New Berth 21 and other Port facilities to implement emission reduction control measures or to replace tugboat engines to low NOx technology. • The Port shall require rail terminal operators to use switch engines at the New Intermodal Facility that comply with federal air emission regulations for diesel operated locomotives as set forth in federal air regulations. In addition, the rail terminal operator and the Port are to exchange information with the goal of investigating options to accelerate compliance with Tier 0, 1 and 2 requirements of the federal regulations. • The Port shall not preclude in its design of the New Intermodal Facility the installation of an alternative fueling station and shall to the extent feasible accommodate such a fueling station. • The Port shall encourage ships to implement source control technologies when in the port area (such as reduced hoteling). Other strategies to be included in the Port criteria pollutant reduction program when technically and economically feasible, include: • Inclusion of an alternative fueling facility at the New Intermodal Facility.		
	Mitigation 4.4-4: The City and the Port shall jointly create, maintain and fund on a fair share basis, a truck diesel emission reduction program. The program shall be sufficiently funded to strive to reduce redevelopment related contributions to local West Oakland diesel emissions to less than significant levels, consistent with applicable federal, state and local air quality standards. The adopted program shall define measurable reduction within specific time periods. This program shall be periodically reviewed and updated every one to three years, corresponding to regular updates of the CAP. The review and update shall include, and not be limited to, an assessment of any potential new strategies, a reassessment of funding requirements, technical feasibility, and cost benefit assumptions. Periodic updates shall be submitted to the City/Port Liaison Committee or its equivalent.	Prior to operations	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	The diesel emissions reduction program shall include a list of potential emission reduction strategies that shall include on-site Port improvements and/or practices; loan, grant or incentive-based programs; and on-going studies. Strategies that shall be included in the diesel emissions reduction program and implemented over the build-out period include the following: 1. On-site Port improvements. • Configure truck parking in the Port to minimize traffic interference and reduce idling times. • Allow easy access to a truck parking facility at the Port 24-hours a day. • Synchronize traffic lights in the Port area to reduce congestion (requires coordination with the City). 2. City/Port loan or grant/incentive programs for local businesses or entities. • Provide incentives for re-powering, retrofitting, electrifying, or switching to alternative fuels to local businesses, franchises or truck fleets operating in West Oakland. Such businesses may include, for example, locally owned and operated trucking operations, refuse and recycling collection vehicles, school buses, Port and/or City fleet vehicles, and US Mail trucks. Other strategies to be included in the diesel emissions reduction program to be examined and incorporate when technically and economically feasible, include the following: 1. On-site Port improvements. • Allow trucks using alternative fuels to the head of queues or have separate gate entrances. 2. On-going studies. • Explore methods to minimize truck idling times at the Port. • Explore and encourage the use of alternative fuels for Port marine, rail and truck operations. • Propose and fund a random roadside heavy duty diesel vehicle (HDDV) emissions testing program and an HDDV repair subsidy program. 3. City/Port loan or grant/incentive programs for local businesses or entities. • Provide subsidies, training programs and/or voucher programs for local West Oakland businesses to conduct timing retard, compressions changes and other adjustments to diesel engines to reduce emissions. • Install oxidative catalyst and particulate traps on diesel engines with low NOx, alternatively fueled or electrified engines.		
	<u>SCA TRANS-1: Parking and Transportation Demand Management</u>, see Traffic and Transportation section below.		

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
2. Would the project violate any air quality standard or contribute substantially to an existing or projected air quality violation?	**See above for SCA AIR-2 and 2002 EIR Mitigation Measures 4.4-3, 4.4-4, 4.4-5**		
	SCA AIR-1: Construction Management Plan: The project applicant shall submit to the Planning and Zoning Division and the Building Services Division for review and approval a construction management plan that identifies the conditions of approval and mitigation measures to construction impacts of the project and explains how the project applicant will comply with these construction-related conditions of approval and mitigation measures.	Prior to issuance of a demolition, grading, or building permit	City/Port
	Mitigation 4.4-6: Title 24 of the Uniform Building Code (UBC) requires that new construction include energy-conserving fixtures and designs. Additionally, the City and Port shall implement sustainable development policies and strategies related to new development design and construction. Implementation of UBC requirements would reduce the need for space and water heating that would emit pollutants. City and Port policies and strategies shall be conditioned for all new development within the redevelopment project area. Specific examples may include, and are not limited to the following: • Wood fire heating shall be prohibited in new live/work development. • Where siting allows and where feasible, buildings shall be oriented to take advantage of passive and active climate control designs. • To the maximum extent feasible, central water heating systems shall be installed.	Prior to issuance of a demolition, grading, or building permit	City/Port
3. Would the project result in a cumulatively considerable net increase of any criteria air pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	**See above for SCA AIR-2 and 2002 EIR Mitigation Measures 4.4-3, 4.4-4, 4.4-5 and 4.4-6**		
	Mitigation Measure 5.4-1: The City and the Port shall encourage, lobby, and potentially participate in emission reduction demonstration projects that promote technological advances in improving air quality. Such encouragement, lobbying, and participation may include the following: • Retrofitting locomotive engines to meet current federal standards. • Using reduced sulfur fuels in ships while the ships are in the San Francisco Bay. • Treating NO_x with selective catalytic reductions. • Implementing random roadside emissions tests and develop a system of fines for trucks not in compliance with emission regulations. • Establishing emissions-based berthing fees. • Buying relatively old, highly polluting cars to take them off the road. Although these programs may assist in advancing emission reduction technologies or implementing emission reduction methods, the incremental contribution of the redevelopment program would remain cumulatively considerable, and the cumulative impact on air quality remains significant and unavoidable	Pre-operations; Operations	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
4. Would the project result in a cumulatively considerable net increase of any criteria air pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	**See above SCA AIR-1, SCA AIR-2 and 2002 EIR Mitigation Measures 4.4-3, 4.4-4, 4.4-5 and 4.4-6**		
	SCA AIR-3: Exposure to Air Pollution (Toxic Air Contaminants: Particulate Matter): A. Indoor Air Quality: In accordance with the recommendations of the California Air Resources Board (ARB) and the Bay Area Air Quality Management District, appropriate measures shall be incorporated into the project design in order to reduce the potential health risk due to exposure to diesel particulate matter to achieve an acceptable interior air quality level for sensitive receptors. The appropriate measures shall include **one** of the following methods: 1) The project applicant shall retain a qualified air quality consultant to prepare a health risk assessment (HRA) in accordance with the ARB and the Office of Environmental Health and Hazard Assessment requirements to determine the exposure of project residents/occupants/users to air polluters prior to issuance of a demolition, grading, or building permit. The HRA shall be submitted to the Planning and Zoning Division for review and approval. The applicant shall implement the approved HRA recommendations, if any. If the HRA concludes that the air quality risks from nearby sources are at or below acceptable levels, then additional measures are not required. 2) The applicant shall implement all of the following features that have been found to reduce the air quality risk to sensitive receptors and shall be included in the project construction plans. These features shall be submitted to the Planning and Zoning Division and the Building Services Division for review and approval prior to the issuance of a demolition, grading, or building permit and shall be maintained on an ongoing basis during operation of the project. a) Redesign the site layout to locate sensitive receptors as far as possible from any freeways, major roadways, or other sources of air pollution (e.g., loading docks, parking lots). b) Do not locate sensitive receptors near distribution center's entry and exit points. c) Incorporate tiered plantings of trees (redwood, deodar cedar, live oak, and/or oleander) to the maximum extent feasible between the sources of pollution and the sensitive receptors. d) Install, operate and maintain in good working order a central heating and ventilation (HV) system or other air take system in the building, or in each individual residential unit, that meets or exceeds an efficiency standard of MERV 13. The HV system shall include the following features: Installation of a high efficiency filter and/or carbon filter to filter particulates and other chemical matter from entering the building. Either HEPA filters or ASHRAE 85% supply filters shall be used. e) Retain a qualified HV consultant or HERS rater during the design phase of the project to locate the HV system based on exposure modeling from the pollutant sources. f) Install indoor air quality monitoring units in buildings.	Prior to issuance of a demolition, grading, or building permit	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	g) Project applicant shall maintain, repair and/or replace HV system on an ongoing and as needed basis or shall prepare an operation and maintenance manual for the HV system and the filter. The manual shall include the operating instructions and the maintenance and replacement schedule. This manual shall be included in the CC&Rs for residential projects and distributed to the building maintenance staff. In addition, the applicant shall prepare a separate homeowners manual. The manual shall contain the operating instructions and the maintenance and replacement schedule for the HV system and the filters. B. Outdoor Air Quality: To the maximum extent practicable, individual and common exterior open space, including playgrounds, patios, and decks, shall either be shielded from the source of air pollution by buildings or otherwise buffered to further reduce air pollution for project occupants.		
Biological Resources			
1. Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	**SCA BIO-1: Tree Removal During Breeding Season:** To the extent feasible, removal of any tree and/or other vegetation suitable for nesting of raptors shall not occur during the breeding season of March 15 through August 15. If tree removal must occur during the breeding season, all sites shall be surveyed by a qualified biologist to verify the presence or absence of nesting raptors or other birds. Pre-removal surveys shall be conducted within 15 days prior to start of work from March 15 through May 31, and within 30 days prior to the start of work from June 1 through August 15. The pre-removal surveys shall be submitted to the Planning and Zoning Division and the Tree Services Division of the Public Works Agency. If the survey indicates the potential presences of nesting raptors or other birds, the biologist shall determine an appropriately sized buffer around the nest in which no work will be allowed until the young have successfully fledged. The size of the nest buffer will be determined by the biologist in consultation with the CDFG, and will be based to a large extent on the nesting species and its sensitivity to disturbance. In general, buffer sizes of 200 feet for raptors and 50 feet for other birds should suffice to prevent disturbance to birds nesting in the urban environment, but these buffers may be increased or decreased, as appropriate, depending on the bird species and the level of disturbance anticipated near the nest.	Prior to issuance of a tree removal permit	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	SCA BIO-5 Regulatory Permits and Authorizations: Prior to construction in or near the water, the project applicant shall obtain all necessary regulatory permits and authorizations, including without limitation, from the U.S. Army Corps of Engineers (Corps), Regional Water Quality Control Board (RWQCB), San Francisco Bay Conservation and Development Commission (BCDC) and the City of Oakland, and shall comply with all conditions issued by applicable agencies. Required permit approvals and certifications may include, but not be limited to the following: a) U.S. Army Corps of Engineers (Corps): Section 404. Permit approval from the Corps shall be obtained for the placement of dredge or fill material in Waters of the U.S., if any, within the interior of the project site, pursuant to Section 404 of the federal Clean Water Act. b) Regional Walter Quality Control Board (RWQCB): Section 401 Water Quality Certification. Certification that the project will not violate state water quality standards is required before the Corps can issue a 404 permit, above. c) San Francisco Bay Conservation and Development Commission (BCDC) approvals.	Prior to issuance of a demolition, grading, or building permit within vicinity of the shoreline	City/Port
	Mitigation Measure 4.12-5: A qualified observer shall be present on site during all in-water construction activities near potential herring spawning areas between December 1 and March 1. This measure shall be enforced via contract specifications. The observer shall have the authority to redirect, but not to stop work.	During construction	City/Port
	Mitigation Measure 4.12-6: If spawning is observed, in-water construction activities shall be redirected for 200 meters around the spawning area for two weeks. Work may resume in the spawning area after two weeks, providing additional spawning does not occur. This measure shall be enforced via contract specifications.	During construction	City/Port
	Mitigation Measure 4.12-10: The Port shall continue to enforce its tariff requirements regarding ballast water and if the State law sunsets, shall implement the remainder of its ballast water ordinance, as it may be amended from time to time. Item No. 02215 of the Port's tariff (its operating rules and regulations) defines the Port's Ballast Water Management Program. Among other things, the Port's program compiles information regarding the ballasting behavior of carriers calling at the Port of Oakland. This information is expected to be valuable in crafting durable solutions to the problems ballast water-borne invasive species pose to the ecology of the Bay, and to invasive species issues elsewhere. This mitigation measure would continue the Port's program through the build-out year of this project, or 2020, or until required by regulatory permit conditions, whichever is later. Should portions of the Port's program be redundant to federal, state, or regional programs, or be pre-empted by such programs, the Port will continue to operate those non-pre-empted portions of its program that provide information not obtained through other programs.	During construction	Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	Modified Mitigation Measure 4.12-11: The Port, and developer and sub-tenants at Berths 7 and 8 (Wharves 6½ and 7), shall continue to develop and implement a carrier ballast water education program. Either by itself or by participating in programs by others, *e.g.*, Sea Grant, the Port shall create a program to educate ocean carriers regarding the potential harm of ballasting activities. The program shall at a minimum, include the following elements: • Educate carriers to all applicable regulations and guidelines. • Inform carriers of the benefits of ships constructed with internal ballast water transfer systems. These systems allow ballast water to be shifted internally from tank to tank, minimizing or eliminating the need for discharge of ballast water when ships are at berth • Encourage carriers to purchase internally-ballasting vessels when they place orders for new ships. • Educate carriers regarding potential benefits of reducing ballast water discharges, even if ballast water has already been exchanged in the open ocean.	Operations	City/Port
	Modified Mitigation Measure 4.12-12: The Port, and developer and sub-tenants at Berths 7 and 8 (Wharves 6½ and 7), shall support international and United States efforts to adopt uniform international or national standards to avoid introduction of exotic species through shipping activities.	Operations	City/Port
	Mitigation Measure 3.4-1a: The developer shall submit a Landscape Plan for City review and approval. The plan shall not include tall ornamental trees that could provide perches for raptors in the northern project site, in the vicinity of Gateway Park. **Mitigation Measure 3.4-1b:** The developer shall submit a Lighting Plan for City review and approval. The plan shall note that raptor deterrents shall be placed on light standards in the northern project site, in the vicinity of Gateway Park, or lighting fixtures or posts in the area shall have limited horizontal elements which could be used as perches.	Prior to issuance of a building permit, associated with the Planned Unit Development (PUD) process	City/Port
2. Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	**See above for Modified 2002 EIR Mitigation Measures 4.12-11 and 4.12-12**		

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
3. Would the project have a substantial adverse effect on federally protected wetlands (as defined by Section 404 of the Clean Water Act) or state protected wetlands, through direct removal, filling, hydrological interruption, or other means?	**See above for SCA BIO-5**		
4. Would the project substantially interfere with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	**See above for Mitigation Measures 4.12-5, 4.12-6, 4.12-11 and 4.12-12**		
5. Would the project fundamentally conflict with the City of Oakland Tree Protection Ordinance (Oakland Municipal Code (OMC) Chapter 12.36) by removal of protected trees under certain circumstances?	**SCA BIO-2: Tree Removal Permit:** Prior to removal of any protected trees, per the Protected Tree Ordinance, located on the project site or in the public right-of-way adjacent to the project, the project applicant must secure a tree removal permit from the Tree Division of the Public Works Agency, and abide by the conditions of that permit.	Prior to issuance of a demolition, grading, or building permit.	City/Port
	SCA BIO-3: Tree Replacement Plantings: Replacement plantings shall be required for erosion control, groundwater replenishment, visual screening and wildlife habitat, and in order to prevent excessive loss of shade, in accordance with the following criteria: a) No tree replacement shall be required for the removal of nonnative species, for the removal of trees which is required for the benefit of remaining trees, or where insufficient planting area exists for a mature tree of the species being considered. b) Replacement tree species shall consist of Sequoia sempervirens (Coast Redwood), Quercus agrifolia (Coast Live Oak), Arbutus menziesii (Madrone), Aesculus californica (California Buckeye) or Umbellularia californica (California Bay Laurel) or other tree species acceptable to the Tree Services Division. c) Replacement trees shall be at least of twenty-four (24) inch box size, unless a smaller size is recommended by the arborist, except that three fifteen (15) gallon size trees may be substituted for each twenty-four (24) inch box size tree where appropriate. d) Minimum planting areas must be available on site as follows: i. For Sequoia sempervirens, three hundred fifteen square feet per tree; ii. For all other species listed in #2 above, seven hundred (700) square feet per tree. e) In the event that replacement trees are required but cannot be planted due to site constraints, an	Prior to issuance of a final inspection of the building permit.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	in lieu fee as determined by the master fee schedule of the city may be substituted for required replacement plantings, with all such revenues applied toward tree planting in city parks, streets and medians. Plantings shall be installed prior to the issuance of a final inspection of the building permit, subject to seasonal constraints, and shall be maintained by the project applicant until established. The Tree Reviewer of the Tree Division of the Public Works Agency may require a landscape plan showing the replacement planting and the method of irrigation. Any replacement planting which fails to become established within one year of planting shall be replanted at the project applicant's expense.		
	SCA BIO-4: Tree Protection During Construction: Adequate protection shall be provided during the construction period for any trees which are to remain standing, including the following, plus any recommendations of an arborist: a) Before the start of any clearing, excavation, construction or other work on the site, every protected tree deemed to be potentially endangered by said site work shall be securely fenced off at a distance from the base of the tree to be determined by the City Tree Reviewer. Such fences shall remain in place for duration of all such work. All trees to be removed shall be clearly marked. A scheme shall be established for the removal and disposal of logs, brush, earth and other debris which will avoid injury to any protected tree. b) Where proposed development or other site work is to encroach upon the protected perimeter of any protected tree, special measures shall be incorporated to allow the roots to breathe and obtain water and nutrients. Any excavation, cutting, filing, or compaction of the existing ground surface within the protected perimeter shall be minimized. No change in existing ground level shall occur within a distance to be determined by the City Tree Reviewer from the base of any protected tree at any time. No burning or use of equipment with an open flame shall occur near or within the protected perimeter of any protected tree. c) No storage or dumping of oil, gas, chemicals, or other substances that may be harmful to trees shall occur within the distance to be determined by the Tree Reviewer from the base of any protected trees, or any other location on the site from which such substances might enter the protected perimeter. No heavy construction equipment or construction materials shall be operated or stored within a distance from the base of any protected trees to be determined by the tree reviewer. Wires, ropes, or other devices shall not be attached to any protected tree, except as needed for support of the tree. No sign, other than a tag showing the botanical classification, shall be attached to any protected tree. d) Periodically during construction, the leaves of protected trees shall be thoroughly sprayed with water to prevent buildup of dust and other pollution that would inhibit leaf transpiration. e) If any damage to a protected tree should occur during or as a result of work on the site, the project applicant shall immediately notify the Public Works Agency of such damage. If, in the professional opinion of the Tree Reviewer, such tree cannot be preserved in a healthy state, the Tree Reviewer shall require replacement of any tree removed with another tree or trees on the	Prior to issuance of a demolition, grading, or building permit.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	same site deemed adequate by the Tree Reviewer to compensate for the loss of the tree that is removed. f) All debris created as a result of any tree removal work shall be removed by the project applicant from the property within two weeks of debris creation, and such debris shall be properly disposed of by the project applicant in accordance with all applicable laws, ordinances, and regulations.		
Cultural Resources			
1. Would the project cause a substantial adverse change in the significance of a historical resource as defined in *CEQA Guidelines* Section 15064.5? Specifically, a substantial adverse change includes physical demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of the historical resource would be "materially impaired?"	**Mitigation Measure 4.6-2:** The City, Port and OARB sub-district developers shall fund on a fair-share basis development of a commemoration site, including preparation of a Master Plan for such a site, at a public place located within the Gateway development area. The City shall ensure that the scale and scope of the commemoration site reflects the actual loss of historic resources. Land shall be set aside for development of a commemoration site at a publicly accessible place located within the Gateway development area (potentially the Gateway Park at the Bay Bridge touchdown peninsula). The commemoration site should include relocated physical elements of the OARB Historic District, along with appropriate monument(s) to memorialize the contributions of civilians and the military in the Bay Area to all wars. • An appropriate location shall be set aside for development of a commemoration site. The commemoration site shall be at a publicly accessible place. It may be located within or adjacent to any historic district contributor buildings that are preserved on a permanent basis (see Mitigation Measure 4.6-16). If that is not feasible, another potential location is within or near to the Gateway Park. • A design plan for the commemoration site shall be prepared, and shall include the design of monuments and the selection of appropriate relocated physical elements from the OARB, potentially including relocated structures or portions of structures to be included in the site. The City and the Port shall identify structures and/or portions of structures to be preserved or moved to the commemoration site prior to demolition. • The master planning process should involve the City and the Port, the public and interested historical and veterans groups, historic experts, and other public agencies. • Implementation of the commemoration site master plan may be phased along with the timing of new development. • The master plan shall include an endowment to be funded by the City and the Port, or their designee, for on-going maintenance and replacement and may also include curator costs associated with commemoration site and with trail signage, exhibits, and design elements as described below. • The City and the Port shall develop an ongoing outreach program informing the public of the importance of the OARB to the community and the region, and of the existence of the commemorative site.	Prior to approval of PUD.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	Mitigation Measure 4.6-3: The City shall ensure the commemoration site is linked to the Gateway Park and the Bay Trail via a public access trail. Within the Gateway development area, this trail may be located along the shoreline. Beyond the Gateway, the trail would follow the new alignment of Maritime Street, connecting to 7th Street, which connects to the Port's Middle Harbor Shoreline Park and other existing and planned trail segments. • The design and development of this on-site trail shall include a series of interpretive panels, exhibits and design elements that communicate the scope and historical significance of Base activities and their impact on the community throughout the life of the Base. • A brochure shall be developed and made available describing the history of the Army Base that could be used as a self-guided tour, related to the interpretive panels and exhibits described above.	Prior to approval of PUD.	City/Port
	Mitigation Measure 4.6-5: The City, Port, and OARB sub-district developers shall fund on a fair share basis collaboration with "military.com" or a similar military history web site. • The parties shall fund development of an interactive web page to be provided to military.com or other web-based organization where former military personnel can be connected to the OARB documentation. • A list of list of draftees/enlistees processed through the OARB during WWII and the Korean and Vietnam Wars may be an element of such a site.	Prior to issuance of a building permit	City/Port
	Mitigation Measure 4.6-7: If determined of significant historical educational value by the Oakland Landmarks Preservation Advisory Board and the Oakland Heritage Alliance, the City, Port, and OARB sub-district developers shall fund on a fair share basis distribution of copies of "A Job Well Done" documentary video published by the Army. The Army has produced a television broadcast–quality video documentary that describes the mission and historical significance of the OARB. This documentary is not widely distributed, and has not been viewed by the Oakland Landmarks Preservation Advisory Board or the Oakland Heritage Alliance. This documentary is currently available to the public, but is not widely distributed. This mitigation measure will ensure that the documentary is widely distributed and made available to a larger audience interested in the history of the Base. It will also offset the modification and/or destruction of many of the historic buildings on the base, preserve their images, and provide a description of their function and role to the interested public. Copies of the video shall be distributed to: the Oakland History Room, Oakland Public Library, Bancroft Library, University of California; the Port of Oakland Archives; local public schools and libraries; and local public broadcasting stations. Funding shall also be used to copy this video onto more permanent archive-stable medium such as a CD.	Prior to issuance of a building permit	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	Mitigation Measure 4.6-9: The City, Port, and OARB sub-district developers shall fund on a fair share basis a program to salvage as whole timber posts, beams, trusses and siding of warehouses to be deconstructed. These materials shall be used on site if deconstruction is the only option. Reuse of a warehouse building or part of a warehouse building at its current location, or relocated to another Gateway location is preferable. To the extent feasible, these materials shall be used in whole, on site, in the construction of new buildings within the Gateway development area. Special consideration shall be given to the use of these materials at the commemoration site through the site's Master Planning effort If on-site reuse is found infeasible, opportunities shall be sought for reuse of these materials in other East Bay Area construction, or be sold into the recycled construction materials market. Landfill disposal of salvageable construction material from contributing historic structures shall be prohibited by contract specification. Salvage and reuse requirements shall be enforced via contract specification. Salvage operations shall employ members of local job-training bridge programs (Youth Employment Program, Joint Apprenticeship Training Committee, Homeless Collaborative) or other similar organizations, if feasible, to provide construction-training opportunities to Oakland residents. Salvage and reuse of the timber from these structures will help to reduce the impacts on the environment and save this ecologically and historically valuable material for reuse in the local community.	Prior to issuance of a building permit	City/Port
	Mitigation Measure 4.6-10: The City, Port, and OARB sub-district developers shall fund on a fair share basis production of a brochure describing history and architectural history of the OARB. • The brochure shall be distributed to local libraries and schools, and be made available to the public at select pick-up and drop-off locations along the Bay Trail to be used for self-guided tours. • This brochure shall build upon the previously completed historical documentation produced by the Port of Oakland, the Navy, and the Army for previous projects and on the original research completed for preparation of the Historical Resource Documentation Program and book. • This brochure shall will document the history of the redevelopment area and provide references to where more detailed information about the Base may be found.	Prior to issuance of a building permit	City/Port
	Modified Mitigation Measure 4.6-14: No demolition or deconstruction of contributing structures to the OARB Historic District shall occur until a master plan and/or Lease Disposition and Development Agreement has been approved by the City, and demolition or deconstruction of a building is required to realize the master infrastructure development plan necessary for approved	Approval of master plan and/or Lease Disposition and Development	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
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	redevelopment activities, in conformity with applicable General Plan Historic Preservation Element and City of Oakland Planning requirements.[3]	Agreement	
2. Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to *CEQA Guidelines* Section 15064.5?	**SCA CULT-1: Archaeological Resources:** Pursuant to CEQA Guidelines section 15064.5 (f), "provisions for historical or unique archaeological resources accidentally discovered during construction" should be instituted. Therefore, in the event that any prehistoric or historic subsurface cultural resources are discovered during ground disturbing activities, all work within 50 feet of the resources shall be halted and the project applicant and/or lead agency shall consult with a qualified archaeologist or paleontologist to assess the significance of the find. If any find is determined to be significant, representatives of the project proponent and/or lead agency and the qualified archaeologist would meet to determine the appropriate avoidance measures or other appropriate measure, with the ultimate determination to be made by the City of Oakland. All significant cultural materials recovered shall be subject to scientific analysis, professional museum curation, and a report prepared by the qualified archaeologist according to current professional standards. a) In considering any suggested measure proposed by the consulting archaeologist in order to mitigate impacts to historical resources or unique archaeological resources, the project applicant shall determine whether avoidance is necessary and feasible in light of factors such as the nature of the find, project design, costs, and other considerations. If avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery) shall be instituted. Work may proceed on other parts of the project site while measure for historical resources or unique archaeological resources is carried out. Should an archaeological artifact or feature be discovered on-site during project construction, all activities within a 50-foot radius of the find would be halted until the findings can be fully investigated by a qualified archaeologist to evaluate the find and assess the significance of the find according to the CEQA definition of a historical or unique archaeological resource. If the deposit is determined to be significant, the project applicant and the qualified archaeologist shall meet to determine the appropriate avoidance measures or other appropriate measure, subject to approval by the City of Oakland, which shall assure implementation of appropriate measure measures recommended by the archaeologist. Should archaeologically-significant materials be recovered, the qualified archaeologist shall recommend appropriate analysis and treatment, and shall prepare a report on the findings for submittal to the Northwest Information Center.	Ongoing throughout demolition, grading, and/or construction.	City/Port

[3] The 2002 EIR mitigation measure 4.6-14 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.

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3. Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	**SCA CULT-3: Paleontological Resources:** In the event of an unanticipated discovery of a paleontological resource during construction, excavations within 50 feet of the find shall be temporarily halted or diverted until the discovery is examined by a qualified paleontologist (per Society of Vertebrate Paleontology standards [SVP 1995,1996]). The qualified paleontologist shall document the discovery as needed, evaluate the potential resource, and assess the significance of the find under the criteria set forth in Section 15064.5 of the CEQA Guidelines. The paleontologist shall notify the appropriate agencies to determine procedures that would be followed before construction is allowed to resume at the location of the find. If the City determines that avoidance is not feasible, the paleontologist shall prepare an excavation plan for mitigating the effect of the project on the qualities that make the resource important, and such plan shall be implemented. The plan shall be submitted to the City for review and approval.	Ongoing throughout demolition, grading, and/or construction.	City/Port
4. Would the project disturb any human remains, including those interred outside of formal cemeteries?	**SCA CULT-2: Human Remains:** In the event that human skeletal remains are uncovered at the project site during construction or ground-breaking activities, all work shall immediately halt and the Alameda County Coroner shall be contacted to evaluate the remains, and following the procedures and protocols pursuant to Section 15064.5 (e)(1) of the CEQA Guidelines. If the County Coroner determines that the remains are Native American, the City shall contact the California Native American Heritage Commission (NAHC), pursuant to subdivision (c) of Section 7050.5 of the Health and Safety Code, and all excavation and site preparation activities shall cease within a 50-foot radius of the find until appropriate arrangements are made. If the agencies determine that avoidance is not feasible, then an alternative plan shall be prepared with specific steps and timeframe required to resume construction activities. Monitoring, data recovery, determination of significance and avoidance measures (if applicable) shall be completed expeditiously.	Ongoing throughout demolition, grading, and/or construction	City/Port
Geology and Soils			
1. Would the project expose people or structures to substantial risk of loss, injury, or death involving: i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map or Seismic Hazards Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to California Geological Survey 42 and 117 and Public Resources Code section 2690 et. seq.; ii) Strong seismic ground shaking; iii) Seismic-related ground	**SCA GEO-2: Soils Report:** A preliminary soils report for each construction site within the project area shall be required as part of this project and submitted for review and approval by the Building Services Division. The soils reports shall be based, at least in part, on information obtained from on-site testing. Specifically the minimum contents of the report should include: A. Logs of borings and/or profiles of test pits and trenches: a) The minimum number of borings acceptable, when not used in combination with test pits or trenches, shall be two (2), when in the opinion of the Soils Engineer such borings shall be sufficient to establish a soils profile suitable for the design of all the footings, foundations, and retaining structures. b) The depth of each boring shall be sufficient to provide adequate design criteria for all proposed structures. c) All boring logs shall be included in the soils report.	Prior to issuance of demolition, grading or building permit	City/Port

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

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	SCA-GEO-3: Geotechnical Report: a) A site-specific, design level, landslide or liquefaction geotechnical investigation for each construction site within the project area shall be required as part of this project and submitted for review and approval by the Building Services Division. Specifically: i. Each investigation shall include an analysis of expected ground motions at the site from identified faults. The analyses shall be accordance with applicable City ordinances and polices, and consistent with the most recent version of the California Building Code, which requires structural design that can accommodate ground accelerations expected from identified faults. ii. The investigations shall determine final design parameters for the walls, foundations, foundation slabs, surrounding related improvements, and infrastructure (utilities, roadways, parking lots, and sidewalks). iii. The investigations shall be reviewed and approved by a registered geotechnical engineer. All recommendations by the project engineer, geotechnical engineer, shall be included in the final design, as approved by the City of Oakland. iv. The geotechnical report shall include a map prepared by a land surveyor or civil engineer that shows all field work and location of the "No Build" zone. The map shall include a statement that the locations and limitations of the geologic features are accurate representations of said features as they exist on the ground, were placed on this map by the surveyor, the civil engineer or under their supervision, and are accurate to the best of their knowledge. v. Recommendations that are applicable to foundation design, earthwork, and site preparation that were prepared prior to or during the projects design phase, shall be incorporated in the project. vi. Final seismic considerations for the site shall be submitted to and approved by the City of Oakland Building Services Division prior to commencement of the project. vii. A peer review is required for the Geotechnical Report. Personnel reviewing the geologic report shall approve the report, reject it, or withhold approval pending the submission by the applicant or subdivider of further geologic and engineering studies to more adequately define active fault traces. b) Tentative Tract or Parcel Map approvals shall require, but not be limited to, approval of the Geotechnical Report.	Prior to issuance of demolition, grading or building permit	City/Port
	Mitigation 4.13-1: Redevelopment elements shall be designed in accordance with criteria established by the UBC, 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).	Prior to issuance of demolition, grading or building permit	City/Port

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

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
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creeks/waterways?	*Prior to issuance of a demolition, grading, or building permit.* A. The project applicant shall obtain a grading permit if required by the Oakland Grading Regulations pursuant to Section 15.04.660 of the Oakland Municipal Code. The grading permit application shall include an erosion and sedimentation control plan for review and approval by the Building Services Division. The erosion and sedimentation control plan shall include all necessary measures to be taken to prevent excessive stormwater runoff or carrying by stormwater runoff of solid materials on to lands of adjacent property owners, public streets, or to creeks as a result of conditions created by grading operations. The plan shall include, but not be limited to, such measures as short-term erosion control planting, waterproof slope covering, check dams, interceptor ditches, benches, storm drains, dissipation structures, diversion dikes, retarding berms and barriers, devices to trap, store and filter out sediment, and stormwater retention basins. Off-site work by the project applicant may be necessary. The project applicant shall obtain permission or easements necessary for off-site work. There shall be a clear notation that the plan is subject to changes as changing conditions occur. Calculations of anticipated stormwater runoff and sediment volumes shall be included, if required by the Director of Development or designee. The plan shall specify that, after construction is complete, the project applicant shall ensure that the storm drain system shall be inspected and that the project applicant shall clear the system of any debris or sediment. *Ongoing throughout and construction activities* B. The project applicant shall implement the approved erosion and sedimentation plan. No grading shall occur during the wet weather season (October 15 through April 15) unless specifically authorized in writing by the Building Services Division.	a demolition, grading, or building permit; and ongoing throughout and construction activities (refer to SCA language to the left)	
3. Would the project be located on expansive soil, as defined in section 1802.3.2 of the California Building Code (2007, as it may be revised), creating substantial risks to life or property?	**See above for SCA GEO-2 and SCA GEO-3**		
4. Would the project be located above a well, pit, swamp, mound, tank vault, or unmarked sewer line, creating substantial risks to life or property?	**See above for SCA GEO-2 and SCA GEO-3 and Mitigation Measure 4.13-2**		
	Mitigation 4.13-4: The project applicant shall thoroughly review available building and environmental records. The City and Port shall keep a record of, and the designer shall review, available plans, and facility, building, and environmental records in order to identify underground utilities and facilities, so that these may be either avoided or incorporated into design as relevant.	Prior to issuance of demolition, grading or building permit; and on-going	City/Port
	Mitigation 4.13-5: The developer shall perform due diligence, including without limitation,	Prior to issuance of	City/Port

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

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	Resources Board Scoping Plan (December 2008, as may be revised), the California Air Pollution Control Officers Association (CAPCOA) Quantifying Greenhouse Gas Mitigation Measures Document (August 2010, as may be revised), the California Attorney General's website, and Reference Guides on Leadership in Energy and Environmental Design (LEED) published by the U.S. Green Building Council. The proposed GHG reduction measures must be reviewed and approved by the City Planning Director or his/her designee. The types of allowable GHG reduction measures include the following (listed in order of City preference): (1) physical design features; (2) operational features; and (3) the payment of fees to fund GHG-reducing programs (i.e., the purchase of "offset carbon credits," pursuant to item "b" below). The allowable locations of the GHG reduction measures include the following (listed in order of City preference): (1) the project site; (2) off-site within the City of Oakland; (3) off-site within the San Francisco Bay Area Air Basin; (4) off-site within the State of California; then (5) elsewhere in the United States. b) ***Offset Carbon Credits Guidelines.*** For GHG reduction measures involving the purchase of offset carbon credits, evidence of the payment/purchase shall be submitted to the City Planning Director or his/her designee for review and approval prior to completion of the project (or prior to completion of the project phase, if the project includes more one phase). As with preferred locations for the implementation of all GHG reductions measures, the preference for offset carbon credit purchases include those that can be achieved as follows (listed in order of City preference): (1) within the City of Oakland; (2) within the San Francisco Bay Area Air Basin; (3) within the State of California; then (4) elsewhere in the United States. The cost of offset carbon credit purchases shall be based on current market value at the time purchased and shall be based on the Project's operational emissions estimated in the GHG Reduction Plan or subsequent approved emissions inventory, which may result in emissions that are higher or lower than those estimated in the GHG Reduction Plan. c) ***Plan Implementation and Documentation.*** For physical GHG reduction measures to be incorporated into the design of the project, the measures shall be included on the drawings submitted for construction-related permits. For operational GHG reduction measures to be incorporated into the project, the measures shall be implemented on an indefinite and ongoing basis beginning at the time of project completion (or at the completion of the project phase for phased projects). For physical GHG reduction measures to be incorporated into off-site projects, the measures shall be included on drawings and submitted to the City Planning Director or his/her designee for review and approval and then installed prior to completion of the subject project (or prior to completion of the project phase for phased projects). For operational GHG reduction measures to be incorporated into off-site projects, the measures shall be implemented on an indefinite and		

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

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	to reimburse the City for its monitoring and enforcement costs. f) ***Corrective Procedure.*** If the third Annual Report, or any report thereafter, indicates that, in spite of the implementation of the GHG Reduction Plan, the project is not achieving the GHG reduction goal, the project applicant/sponsor shall prepare a report for City review and approval, which proposes additional or revised GHG measures to better achieve the GHG emissions reduction goals, including without limitation, a discussion on the feasibility and effectiveness of the menu of other additional measures (Corrective GHG Action Plan). The project applicant/sponsor shall then implement the approved Corrective GHG Action Plan. If, one year after the Corrective GHG Action Plan is implemented, the required GHG emissions reduction target is still not being achieved, or if the project applicant/owner fails to submit a report at the times described above, or if the reports do not meet City requirements outlined above, the City Planning Director or his/her designee may, in addition to its other remedies, (a) assess the project applicant/sponsor a financial penalty based upon actual percentage reduction in GHG emissions as compared to the percent reduction in GHG emissions established in the GHG Reduction Plan; or (b) refer the matter to the City Planning Commission for scheduling of a compliance hearing to determine whether the project's approvals should be revoked, altered or additional conditions of approval imposed. The penalty as described in (a) above shall be determined by the City Planning Director or his/her designee and be commensurate with the percentage GHG emissions reduction not achieved (compared to the applicable numeric significance thresholds) or required percentage reduction from the "adjusted" baseline. In determining whether a financial penalty or other remedy is appropriate, the City shall not impose a penalty if the project applicant/sponsor has made a good faith effort to comply with the GHG Reduction Plan. The City would only have the ability to impose a monetary penalty after a reasonable cure period and in accordance with the enforcement process outlined in Planning Code Chapter 17.152. If a financial penalty is imposed, such penalty sums shall be used by the City solely toward the implementation of the GHG Reduction Plan. g) ***Timeline Discretion and Summary.*** The City Planning Director or his/her designee shall have the discretion to reasonably modify the timing of reporting, with reasonable notice and opportunity to comment by the applicant, to coincide with other related monitoring and reporting required for the project. • *Fund Escrow-type Account for City Review*: Certificate of Occupancy plus 2 months • *Submit Baseline Inventory of "Actual Adjusted Emissions"*: Certificate of Occupancy plus 1 year		

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	• *Submit Annual Report #1*: Certificate of Occupancy plus 2 years • *Submit Corrective GHG Action Plan* (if needed): Certificate of Occupancy plus 4 years (based on findings of Annual Report #3) • *Post Attainment Annual Reports*: Minimum every 3 years and at the City Planning Director's or his/her designee's reasonable discretion		
Hazards and Hazardous Materials			
1. Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	**SCA HAZ-1: Best Management Practices for Soil and Groundwater Hazards** The project applicant shall implement all of the following Best Management Practices (BMPs) regarding potential soil and groundwater hazards. a) Soil generated by construction activities shall be stockpiled onsite in a secure and safe manner or if designated for off-site disposal at a permitted facility, the soil shall be loaded, transported and disposed of in a safe and secure manner. All contaminated soils determined to be hazardous or non-hazardous waste must be adequately profiled (sampled) prior to acceptable reuse or disposal at an appropriate off-site facility. Specific sampling and handling and transport procedures for reuse or disposal shall be in accordance with applicable local, state and federal agencies laws, in particular, the Regional Water Quality Control Board (RWQCB) and/or the Alameda County Department of Environmental Health (ACDEH) and policies of the City of Oakland. The excavation, on-site management, and off-site disposal of soil from Project areas within the OARB shall follow the DTSC-approved RAP/RMP. b) Groundwater pumped from the subsurface shall be contained onsite in a secure and safe manner, prior to treatment and disposal, to ensure environmental and health issues are resolved pursuant to applicable laws and policies of the City of Oakland, the RWQCB and/or the ACDEH. The on-site management and off-site disposal of groundwater extracted from Project areas within the OARB shall follow the DTSC-approved RAP/RMP for Project areas within the OARB. Engineering controls shall be utilized, which include impermeable barriers to prohibit groundwater and vapor intrusion into the building (pursuant to the Standard Condition of Approval regarding Radon or Vapor Intrusion from Soil and Groundwater Sources. c) Prior to issuance of any demolition, grading, or building permit, the applicant shall submit for review and approval by the City of Oakland, written verification that the appropriate federal, state or county oversight authorities, including but not limited to the RWQCB and/or the ACDEH, have granted all required clearances and confirmed that the all applicable standards, regulations and conditions for all previous contamination at the site. The applicant also shall provide evidence from the City's Fire Department, Office of Emergency Services, indicating compliance with the Standard Condition of Approval requiring a Site Review by the Fire Services Division pursuant to City Ordinance No. 12323, and compliance with the Standard Condition of Approval requiring a Phase I and/or Phase II Reports.	Ongoing throughout demolition, grading, and construction activities.	City/Port

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	SCA HAZ-2: Hazards Best Management Practices: The project applicant and construction contractor shall ensure Best Management Practices (BMPs) are implemented as part of construction to minimize the potential negative effects to groundwater and soils. These shall include the following: a) Follow manufacture's recommendations on use, storage, and disposal of chemical products used in construction; b) Avoid overtopping construction equipment fuel gas tanks; c) During routine maintenance of construction equipment, properly contain and remove grease and oils; d) Properly dispose of discarded containers of fuels and other chemicals. e) Ensure that construction would not have a significant impact on the environment or pose a substantial health risk to construction workers and the occupants of the proposed development. Soil sampling and chemical analyses of samples shall be performed to determine the extent of potential contamination beneath all USTs, elevator shafts, clarifiers, and subsurface hydraulic lifts when on-site demolition, or construction activities would potentially affect a particular development or building. f) If soil, groundwater or other environmental medium with suspected contamination is encountered unexpectedly during construction activities (e.g., identified by odor or visual staining, or if any underground storage tanks, abandoned drums or other hazardous materials or wastes are encountered), the applicant shall cease work in the vicinity of the suspect material, the area shall be secured as necessary, and the applicant shall take all appropriate measures to protect human health and the environment. Appropriate measures shall include notification of regulatory agency(ies) and implementation of the actions described in the City's Standard Conditions of Approval (and DTSC-approved RAP/RMP for Project area within the OARB), as necessary, to identify the nature and extent of contamination. Work shall not resume in the area(s) affected until the measures have been implemented under the oversight of the City or regulatory agency, as appropriate.	Prior to commencement of demolition, grading, or construction.	City/Port
	SCA HAZ-3: Hazardous Materials Business Plan: The project applicant shall submit a Hazardous Materials Business Plan for review and approval by Fire Prevention Bureau, Hazardous Materials Unit. Once approved this plan shall be kept on file with the City and will be updated as applicable. The purpose of the Hazardous Materials Business Plan is to ensure that employees are adequately trained to handle the materials and provides information to the Fire Services Division should emergency response be required. The Hazardous Materials Business Plan shall include the following: a) The types of hazardous materials or chemicals stored and/or used on site, such as petroleum fuel products, lubricants, solvents, and cleaning fluids.	Prior to issuance of a business license.	City/Port

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

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	Mitigation 4.7-3: Implement RAP/RMP as approved by DTSC, and if future use proposals include uses not identified in the Reuse Plan and incorporated into the RAP/RMP or if future amendments to the remediation requirements are proposed, obtain DTSC and, as required, City approval.	Prior to issuance of any demolition, grading or building permit; and on-going	City/Port
	Mitigation 4.7-4: For the project areas not covered by the DTSC-approved RAP/RMP, investigate potentially contaminated sites; if contamination is found, assess potential risks to human health and the environment, prepare and implement a clean up plan for DTSC or RWQCB approval, prepare and implement a Risk Management Plan and prepare and implement a Site Health and Safety Plan prior to commencing work. Since implementation of the RAP/RMP approved by DTSC is proposed as part of the project for the OARB, and the RAP/RMP requires remediation to be fully protective of human health and the environment for the proposed future uses of the OARB, no further mitigation is required for the OARB unless either (1) future use proposals include those that were not identified in the Reuse Plan and incorporated into the RAP/RMP or (2) future amendments are proposed to the remediation requirements included in the approved RAP/RMP. In either of these two circumstances, required remediation includes obtaining the DTSC and, as required, City approval, for proposed changes in full conformance with applicable legal requirements including but not limited to the HSAA and CEQA. Specific contaminants and concentrations may vary across the redevelopment project area. Nevertheless, the types of impacts expected, and therefore, the general response actions and approaches to mitigation would be consistent throughout the redevelopment project area. With respect to the OARB and as described in greater detail above, the process across the redevelopment project area would mirror the RAP/RMP process that is already underway at the OARB. With respect to the OARB sub-district, pursuant to HSAA Chapter 6.8, the OBRA has proposed a RAP/RMP. The OBRA's remedial goal is to remediate soil and groundwater contamination consistent with the City of Oakland ULR Program 10^{-5} remedy with appropriate land use restrictions. This RAP/RMP must be approved by DTSC, which has the legal discretion to impose remedies falling within the 10^{-4} and 10^{-6} risk range. For the other sub-districts and areas not included in the DTSC-approved RAP/RMP, prior to beginning redevelopment-related activities, potentially affected areas shall be investigated, potentially including additional studies or site characterization activities, as required by the regulatory agencies (DTSC or RWQCB). Once contaminated areas are identified, potential human health risks from contaminants of concern based upon realistic future land use shall be assessed, health risk-based and environmental risk-based cleanup goals shall be established, and a determination regarding the need for additional site assessment work shall be made. The potential risks associated with affected areas shall be assessed in accordance with regulatory agency guidance and approvals and may result in remediation requirements. Such cleanup plans	Prior to issuance of any demolition, grading or building permit; and on-going	City/Port

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	shall address each area where soil or groundwater is contaminated above ULR goals could be encountered during redevelopment. The clean up plan, the names of which vary based on the type and source of contamination and the legal framework for the particular oversight agency, shall specify measures to be taken to protect workers and the public from exposure to potential contamination and certify that the proposed remediation measures, including removal, disposal, stabilization and/or institutional controls are protective of human health and the environment and implemented in accordance with federal, state and local requirements. Additionally, a Risk Management Plan may be required by the oversight agency to address site redevelopment activities and operations and provide an enforcement structure to be in place during and post-construction. Finally, a Site Health and Safety Plan shall be prepared in accordance with the OSHA and Cal/OSHA regulations. Off-hauling of contamination shall comply with applicable laws, and construction hours shall be limited as provided for in Mitigation Measure 4.5-1 in order to prevent night-time glare. Additionally, potential odor impact measures, and dust or other nuisance conditions from remediation-related truck traffic is provided for in Mitigation Measure 4.3-13, and safety concerns are addressed in Mitigation Measure 4.9-3.		
	Mitigation 4.7-5: For the project areas not covered by the DTSC-approved RAP/RMP, remediate soil and groundwater contamination consistent with the City of Oakland ULR Program and other applicable laws and regulations.	Prior to issuance of any demolition, grading or building permit; and on-going	City/Port
	Mitigation 4.7-6: Buildings and structures constructed prior to 1978 slated for demolition or renovation that have not previously been evaluated for the presence of LBP shall be sampled to determine whether LBP is present in painted surfaces, and the safety precautions and work practices as specified in government regulations shall be followed during demolition.	Prior to issuance of any demolition, grading or building permit; and on-going	City/Port
	Mitigation 4.7-7: Buildings, structures and utilities that have not been surveyed for ACM, shall be surveyed to determine whether ACM is present prior to demolition or renovation, and the safety precautions and work practices as specified in government regulations shall be followed during demolition.	Prior to issuance of any demolition, grading or building permit; and on-going	City/Port
	Mitigation 4.7-8: Buildings and structures proposed for demolition or renovation shall be surveyed for PCB-impacted building materials, and the safety precautions and work practices as specified in government regulations shall be followed during demolition.	Prior to issuance of any demolition, grading or building permit; and on-going	City/Port
	Mitigation 4.7-9: For above-ground and underground storage tanks (ASTs/USTs) on the OARB, implement the RAP/RMP.	Prior to issuance of any demolition, grading or building permit; and on-going	City/Port

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	Mitigation 4.7-11: For LBP-impacted ground on the OARB, implementation of RAP/RMP to be approved by DTSC as part of the project will result in avoidance of this potentially significant impact. For the remainder of the development project area, sampling shall be performed on soil or paved areas around buildings that are known or suspected to have LBP, and the safety precautions and work practices specified in government regulations shall be followed.	Prior to issuance of any demolition, grading or building permit; and on-going	City/Port
	Mitigation 4.7-12: The condition of identified ACM shall be assessed annually, and prior to reuse of a building known to contain ACM.	Prior to issuance of any demolition, grading or building permit; and on-going	City/Port
	Mitigation 4.7-13: No future tenancies shall be authorized at the OARB for use categories that are inconsistent with the Reuse Plan without an updated environmental analysis and DTSC approval as provided for in the RAP/RMP.	Pre-operations	City/Port
	Mitigation 4.7-16: Oil-filled electrical equipment in the redevelopment project area that has not been surveyed shall be investigated prior to the equipment being taken out of service to determine whether PCBs are present. Equipment found to contain PCBs should be part of an ongoing monitoring program. Surface and subsurface contamination from any PCB equipment shall be investigated and remediated in compliance with applicable laws and regulations.	Prior to issuance of any demolition, grading or building permit; and on-going during operations	City/Port
	Mitigation 4.7-17: PCB-containing or PCB-contaminated equipment taken out of service shall be handled and disposed in compliance with applicable laws and regulations. Equipment filled with dialectic fluid (oil) including transformers, ballast, etc. containing more than 5 ppm PCBs is considered a hazardous waste in California	Prior to issuance of any demolition, grading or building permit; and on-going during operations	City/Port
4. Would the project fundamentally impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	**See below in Traffic and Transportation for Mitigation Measures 4.3-8, and Mitigation Measure 3.16-15a and 3.16-15b**		
Hydrology and Water Quality			
1. Would the project violate any water	**See above in Hazards and Hazardous Materials section for SCA HAZ-1**		

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quality standards or waste discharge requirements during in-water construction or encountering shallow groundwater during construction?	**SCA HYD-1: Stormwater Pollution Prevention Plan (SWPPP):** The project applicant must obtain coverage under the General Construction Activity Storm Water Permit (General Construction Permit) issued by the State Water Resources Control Board (SWRCB). The project applicant must file a notice of intent (NOI) with the SWRCB. The project applicant will be required to prepare a stormwater pollution prevention plan (SWPPP) and submit the plan for review and approval by the Building Services Division. At a minimum, the SWPPP shall include a description of construction materials, practices, and equipment storage and maintenance; a list of pollutants likely to contact stormwater; site-specific erosion and sedimentation control practices; a list of provisions to eliminate or reduce discharge of materials to stormwater; Best Management Practices (BMPs), and an inspection and monitoring program. Prior to the issuance of any construction-related permits, the project applicant shall submit to the Building Services Division a copy of the SWPPP and evidence of submittal of the NOI to the SWRCB. Implementation of the SWPPP shall start with the commencement of construction and continue though the completion of the project. After construction is completed, the project applicant shall submit a notice of termination to the SWRCB.	Prior to and ongoing throughout demolition, grading, and/or construction activities.	City/Port
	Mitigation 4.15-1: Prior to in-water construction, the contractor shall prepare a water quality protection plan acceptable to the RWQCB, including site-specific best management practices for protection of Bay waters, and shall implement this plan during construction. BMPs to effectively control turbidity and/or contaminant suspension and migration would be site-specific. They may include, and are not limited to, the following: • Use environmental or clamshell dredges or hydraulic cutterhead dredges designed to reduce release of solids. • Reduce or eliminate overflow of decant water from barges used to transport material. Use silt curtains or other specialized equipment to reduce dispersion of material during dredging and filling operations.	Prior to issuance of any demolition, grading or building permit; and on-going during operations	City/Port
	Mitigation 4.15-2: Contractors and developers shall comply with all permit conditions from the Corps, RWQCB and BCDC. This measure shall be enforced on Contractors by contract specifications.	Prior to issuance of any demolition, grading or building permit; and on-going during operations	City/Port
2. Would the project result in substantial erosion or siltation on- or off-site that would affect the quality of receiving waters?	**See above for SCA HYD-1, SCA GEO-1 (Geology and Soils section) and SCA HAZ-1 (Hazards and Hazardous Materials)**		
3. Would the project result in substantial flooding on- or off-site?	**Mitigation 3.9-1:** Coordinate and consult with EBMUD and if necessary design and build storm drain improvements resulting from increased elevation in the North Gateway area.	Prior to issuance of building permit (or other construction-related permit).	City/Port

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4. Would the project create or contribute substantial runoff which would exceed the capacity of existing or planned stormwater drainage systems?	**SCA HYD-2: Post-Construction Stormwater Management Plan:** The applicant shall comply with the requirements of Provision C.3 of the National Pollutant Discharge Elimination System (NPDES) permit issued to the Alameda Countywide Clean Water Program. The applicant shall submit with the application for a building permit (or other construction-related permit) a completed Construction-Permit-Phase Stormwater Supplemental Form to the Building Services Division. The project drawings submitted for the building permit (or other construction-related permit) shall contain a stormwater management plan, for review and approval by the City, to manage stormwater run-off and to limit the discharge of pollutants in stormwater after construction of the project to the maximum extent practicable. a) The post-construction stormwater management plan shall include and identify the following: i. All proposed impervious surface on the site; ii. Anticipated directional flows of on-site stormwater runoff; and iii. Site design measures to reduce the amount of impervious surface area and directly connected impervious surfaces; and iv. Source control measures to limit the potential for stormwater pollution; v. Stormwater treatment measures to remove pollutants from stormwater runoff; and vi. Hydromodification management measures so that post-project stormwater runoff does not exceed the flow and duration of pre-project runoff, if required under the NPDES permit. b) The following additional information shall be submitted with the post-construction stormwater management plan: i. Detailed hydraulic sizing calculations for each stormwater treatment measure proposed; and ii. Pollutant removal information demonstrating that any proposed manufactured/mechanical (i.e., non-landscape-based) stormwater treatment measure, when not used in combination with a landscape-based treatment measure, is capable or removing the range of pollutants typically removed by landscape-based treatment measures and/or the range of pollutants expected to be generated by the project. All proposed stormwater treatment measures shall incorporate appropriate planting materials for stormwater treatment (for landscape-based treatment measures) and shall be designed with considerations for vector/mosquito control. Proposed planting materials for all proposed landscape-based stormwater treatment measures shall be included on the landscape and irrigation plan for the project. The applicant is not required to include on-site stormwater treatment measures in the post-construction stormwater management plan if he or she secures approval from Planning and Zoning of a proposal that demonstrates compliance with the requirements of the City's Alternative Compliance Program.	Prior to issuance of building permit (or other construction-related permit). Prior to final permit inspection, the applicant shall also implement the approved stormwater management plan.	City/Port
	SCA HYD-3: Maintenance Agreement for Stormwater Treatment Measures: For projects incorporating stormwater treatment measures, the applicant shall enter into the "Standard City of	Prior to final zoning	City/Port

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	Oakland Stormwater Treatment Measures Maintenance Agreement," in accordance with Provision C.3.e of the NPDES permit, which provides, in part, for the following: i. The applicant accepting responsibility for the adequate installation/construction, operation, maintenance, inspection, and reporting of any on-site stormwater treatment measures being incorporated into the project until the responsibility is legally transferred to another entity; and Legal access to the on-site stormwater treatment measures for representatives of the City, the local vector control district, and staff of the Regional Water Quality Control Board, San Francisco Region, for the purpose of verifying the implementation, operation, and maintenance of the on-site stormwater treatment measures and to take corrective action if necessary. The agreement shall be recorded at the County Recorder's Office at the applicant's expense.	inspection.	
	SCA HYD-4: Stormwater and Sewer: Confirmation of the capacity of the City's surrounding stormwater and sanitary sewer system and state of repair shall be completed by a qualified civil engineer with funding from the project applicant. The project applicant shall be responsible for the necessary stormwater and sanitary sewer infrastructure improvements to accommodate the proposed project. In addition, the applicant shall be required to pay additional fees to improve sanitary sewer infrastructure if required by the Sewer and Stormwater Division. Improvements to the existing sanitary sewer collection system shall specifically include, but are not limited to, mechanisms to control or minimize increases in infiltration/inflow to offset sanitary sewer increases associated with the proposed project. To the maximum extent practicable, the applicant will be required to implement Best Management Practices to reduce the peak stormwater runoff from the project site. Additionally, the project applicant shall be responsible for payment of the required installation or hook-up fees to the affected service providers.	Prior to completing the final design for the project's sewer service.	City/Port
5. Would the project create or contribute substantial runoff which would be an additional source of polluted runoff?	**See above for SCA HYD-1 through SCA HYD-3 and SCA GEO-1 (Geology and Soils section)**		
	Mitigation 4.15-5: Post-construction controls of stormwater shall be incorporated into the design of new redevelopment elements to reduce pollutant loads. NPDES permitting requires that BMPs to control post-construction stormwater be implemented to the maximum extent practicable. Analysis of anticipated runoff volumes and potential effects to receiving water quality from stormwater shall be made for specific redevelopment elements, and site-specific BMPs shall be incorporated into design. BMPs shall be incorporated such that runoff volume from 85 percent of average annual rainfall at a development site is pre-treated prior to its discharge from that site, or a pre-treated volume in compliance with RWQCB policy in effect at the time of design. Non-structural BMPs may include and are not limited to good housekeeping and other source control measures, such as the following: • Stencil catch basins and inlets to inform the public they are connected to the Bay;	Prior to issuance of building permit (or other construction-related permit).	City/Port

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	• Sweep streets on a regular schedule; • Use and dispose of paints, solvents, pesticides, and other chemicals properly; • Keep debris bins covered; and • Clean storm drain catch basins and properly dispose of sediment. Structural BMPs may include and are not limited to the following: • Minimize impervious areas directly connected to storm sewers; • Include drainage system elements in design as appropriate such as: o infiltration basins o detention/retention basins o vegetated swales (biofilters) o curb/drop inlet protection.		
6. Would the project otherwise substantially degrade water quality? Would the project cause saltwater to intrude into shallow groundwater, cause contaminants to migrate to uncontaminated groundwater, or lead to degradation of surface water quality?	**Mitigation 4.14-1**: Installation of groundwater extraction wells into the shallow water-bearing zone or Merritt Sand aquifer for any purpose other than construction de-watering and remediation, including monitoring, shall be prohibited. Implementation of this measure would prevent saltwater from being drawn into the aquifer and potentially causing fresh water to become brackish or saline. Limiting extraction of shallow groundwater and groundwater from the Merritt Sand unit will prevent potential impacts to existing study area groundwater resources.	Prior to issuance of building permit (or other construction-related permit); and during operations.	City/Port
	Mitigation 4.14-2: Extraction of groundwater for construction de-watering or remediation, including monitoring, shall be minimized where practicable; if extraction will penetrate into the deeper aquifers, than a study shall be conducted to determine whether contaminants of concern could migrate into the aquifer; if so, extraction shall be prohibited in that location. Implementation of this measure would prevent unnecessary extraction of groundwater and prohibit its extraction where contaminants of concern could migrate into deeper aquifers; therefore it will help avoid or reduce the potential migration of contaminants. The City and Port shall ensure that groundwater extraction, other than for remediation or construction dewatering, is minimized where practicable in the redevelopment project area.	Prior to issuance of building permit (or other construction-related permit); and during operations.	City/Port
	Mitigation 4.15-6: Site-specific design and best management practices shall be implemented to prevent runoff of recycled water to receiving waters. Design of subsequent redevelopment activities shall ensure recycled water does not leave the site and enter receiving waters. Best management practices shall be implemented to prevent runoff of recycled water. These BMPs may be either structural or non-structural in nature and may include	Prior to issuance of building permit (or other construction-related permit).	City/Port

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	but are not limited to the following: • Preventing recycled water from escaping designated use areas through the use of: o berms o detention/retention basins o vegetated swales (biofilters) • Not allowing recycled water to be applied to irrigation areas when soils are saturated. Plumbing portions of irrigation systems adjacent to receiving waters with potable water.		
7. Would the project place housing, structures within a 100-year flood hazard area, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map, that would impede or redirect flood flows; or would the project expose people or structures to a substantial risk of loss, injury or death involving flooding?	**Recommended Measure (not required by CEQA):** The Project Sponsor should prepare a Sea Level Rise Adaptation Plan for City of Oakland for review and approval.	Prior to approval of PUD.	City/Port
8. Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course, or increasing the rate or amount of flow, of a creek, river or stream in a manner that would result in substantial erosion, siltation, or flooding, both on- or off-site?	**See above for Mitigation Measure 4.15-5, SCA HYD-1 through SCA HYD-3 and SCA GEO-1 (Geology and Soils section)**		
Noise			
1. Would the project generate noise in violation of the City of Oakland Noise Ordinance (Oakland Planning Code section 17.120.050) regarding construction noise, except if an acoustical analysis is performed that identifies recommend measures to reduce potential impacts?	**SCA NOI-1: Days/Hours of Construction Operation:** The project applicant shall require construction contractors to limit standard construction activities as follows: a) Construction activities are limited to between 7:00 a.m. and 7:00 p.m. Monday through Saturday, except that barging and unloading of soil shall be allowed 24 hours per day, 7 days per week for about 15 months. b) Any construction activity proposed to occur outside of the standard hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday for special activities (such as concrete pouring which may require more continuous amounts of time) shall be evaluated on a case by case basis, with criteria including the proximity of residential uses and a consideration of resident's preferences	Ongoing throughout demolition, grading, and/or construction.	City/Port

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	for whether the activity is acceptable if the overall duration of construction is shortened and such construction activities shall only be allowed with the prior written authorization of the Building Services Division. The project applicant shall also submit an air quality report prepared by a qualified professional evaluating the air quality impacts of the special activities, if the duration of each activity exceeds 6 months. c) No construction activity shall take place on Sundays or Federal holidays, except as noted above. d) Construction activities include but are not limited to: truck idling, moving equipment (including trucks, elevators, etc) or materials, deliveries, and construction meetings held on-site in a non-enclosed area. e) Applicant shall use temporary power poles instead of generators where feasible.		
	SCA NOI-2: Noise Control: To reduce noise impacts due to construction, the project applicant shall require construction contractors to implement a site-specific noise reduction program, subject to the Planning and Zoning Division and the Building Services Division review and approval, which includes the following measures: a) Equipment and trucks used for project construction shall utilize the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures and acoustically-attenuating shields or shrouds, wherever feasible). b) Except as provided herein, Impact tools (e.g., jack hammers, pavement breakers, and rock drills) used for project construction shall be hydraulically or electrically powered to avoid noise associated with compressed air exhaust from pneumatically powered tools. However, where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used; this muffler can lower noise levels from the exhaust by up to about 10 dBA. External jackets on the tools themselves shall be used, if such jackets are commercially available and this could achieve a reduction of 5 dBA. Quieter procedures shall be used, such as drills rather than impact equipment, whenever such procedures are available and consistent with construction procedures. c) Stationary noise sources shall be located as far from adjacent receptors as possible, and they shall be muffled and enclosed within temporary sheds, incorporate insulation barriers, or use other measures as determined by the City to provide equivalent noise reduction. The noisiest phases of construction shall be limited to less than 10 days at a time. Exceptions may be allowed if the City determines an extension is necessary and all available noise reduction controls are implemented.	Ongoing throughout demolition, grading, and/or construction.	City/Port
	SCA NOI-3: Noise Complaint Procedures: Prior to the issuance of each building permit, along with the submission of construction documents, the project applicant shall submit to the Building Services Division a list of measures to respond to and track complaints pertaining to construction	Ongoing throughout demolition, grading, and/or construction.	City/Port

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	noise. These measures shall include: a) A procedure and phone numbers for notifying the Building Services Division staff and Oakland Police Department: (during regular construction hours and off-hours); b) A sign posted on-site pertaining with permitted construction days and hours and complaint procedures and who to notify in the event of a problem. The sign shall also include a listing of both the City and construction contractor's telephone numbers (during regular construction hours and off-hours); c) The designation of an on-site construction complaint and enforcement manager for the project; d) Notification of neighbors and occupants within 300 feet of the project construction area at least 30 days in advance of extreme noise generating activities about the estimated duration of the activity; and e) A preconstruction meeting shall be held with the job inspectors and the general contractor/on-site project manager to confirm that noise measures and practices (including construction hours, neighborhood notification, posted signs, etc.) are completed.		
	SCA NOI-6: Pile Driving and Other Extreme Noise Generators: To further reduce potential pier drilling, pile driving and/or other extreme noise generating construction impacts greater than 90dBA, a set of site-specific noise attenuation measures shall be completed under the supervision of a qualified acoustical consultant. Prior to commencing construction, a plan for such measures shall be submitted for review and approval by the Planning and Zoning Division and the Building Services Division to ensure that maximum feasible noise attenuation will be achieved. This plan shall be based on the final design of the project. A third-party peer review, paid for by the project applicant, may be required to assist the City in evaluating the feasibility and effectiveness of the noise reduction plan submitted by the project applicant. The criterion for approving the plan shall be a determination that maximum feasible noise attenuation will be achieved. A special inspection deposit is required to ensure compliance with the noise reduction plan. The amount of the deposit shall be determined by the Building Official, and the deposit shall be submitted by the project applicant concurrent with submittal of the noise reduction plan. The noise reduction plan shall include, but not be limited to, an evaluation of implementing the following measures. These attenuation measures shall include as many of the following control strategies as applicable to the site and construction activity: a) Erect temporary plywood noise barriers around the construction site, particularly along on sites adjacent to residential buildings; b) Implement "quiet" pile driving technology (such as pre-drilling of piles, the use of more than one pile driver to shorten the total pile driving duration), where feasible, in consideration of geotechnical and structural requirements and conditions; c) Utilize noise control blankets on the building structure as the building is erected to reduce	Ongoing throughout demolition, grading, and/or construction.	City/Port

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	noise emission from the site; d) Evaluate the feasibility of noise control at the receivers by temporarily improving the noise reduction capability of adjacent buildings by the use of sound blankets for example and implement such measure if such measures are feasible and would noticeably reduce noise impacts; and e) Monitor the effectiveness of noise attenuation measures by taking noise measurements.		
2. Would the project generate noise in violation of the City of Oakland nuisance standards (Oakland Municipal Code section 8.18.020) regarding persistent construction-related noise?	**See above for SCA NOI-1, SCA NOI-2, SCA NOI-3, and SCA NOI-6**		
3. Would the project generate noise in violation of the City of Oakland Noise Ordinance (Oakland Planning Code section 17.120.050) regarding operational noise?	**SCA NOI-4: Interior Noise:** If necessary to comply with the interior noise requirements of the City of Oakland's General Plan Noise Element and achieve an acceptable interior noise level, noise reduction in the form of sound-rated assemblies (i.e., windows, exterior doors, and walls), and/or other appropriate features/measures, shall be incorporated into project building design, based upon recommendations of a qualified acoustical engineer and submitted to the Building Services Division for review and approval prior to issuance of building permit. Final recommendations for sound-rated assemblies, and/or other appropriate features/measures, will depend on the specific building designs and layout of buildings on the site and shall be determined during the design phases. Written confirmation by the acoustical consultant, HVAC or HERS specialist, shall be submitted for City review and approval, prior to Certificate of Occupancy (or equivalent) that: a) Quality control was exercised during construction to ensure all air-gaps and penetrations of the building shell are controlled and sealed; and b) Demonstrates compliance with interior noise standards based upon performance testing of a sample unit. c) Inclusion of a Statement of Disclosure Notice in the CC&R's on the lease or title to all new tenants or owners of the units acknowledging the noise generating activity and the single event noise occurrences. Potential features/measures to reduce interior noise could include, but are not limited to, the following: i) Installation of an alternative form of ventilation in all units identified in the acoustical analysis as not being able to meet the interior noise requirements due to adjacency to a noise generating activity, filtration of ambient make-up air in each unit and analysis of ventilation noise if ventilation is included in the recommendations by the acoustical analysis. ii) Prohibition of Z-duct construction.	Prior to issuance of a building permit and Certificate of Occupancy.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	SCA NOI-5: Operational Noise-General: Noise levels from the activity, property, or any mechanical equipment on site shall comply with the performance standards of Section 17.120 of the Oakland Planning Code and Section 8.18 of the Oakland Municipal Code. If noise levels exceed these standards, the activity causing the noise shall be abated until appropriate noise reduction measures have been installed and compliance verified by the Planning and Zoning Division and Building Services.	Ongoing	City/Port
4. Would the project generate noise resulting in a 5 dBA permanent increase in ambient noise levels in the project vicinity above levels existing without the project; or, if under a cumulative scenario where the cumulative increase results in a 5 dBA permanent increase in ambient noise levels in the project vicinity without the project (i.e., the cumulative condition including the project compared to the existing conditions) and a 3 dBA permanent increase is attributable to the project (i.e., the cumulative condition including the project compared to the cumulative baseline condition without the project)?	**See above for SCA NOI-4 and NOI-5**		
5. Would the project be exposed to a community noise in conflict with the land use compatibility guidelines of the Oakland General Plan after incorporation of all applicable Standard Conditions of Approval?	**See above for SCA NOI-4 and NOI-5**		
6. Would the project expose persons to or generate noise levels in excess of applicable standards established by a regulatory agency (e.g., occupational noise standards of OSHA)?	**See above for SCA NOI-5**		
7. Would the project, during either project construction or project	**See above for SCA NOI-1, SCA NOI-2, SCA NOI-3, and SCA NOI-6**		

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
operation, expose persons to or generate groundborne vibration that exceeds the criteria established by the Federal Transit Administration (FTA)?			
Public Services			
~~i.~~ Would the project result in increased demand for fire protection services and first responder medical emergency services?	**SCA PSU-1: Underground Utilities:** The project applicant shall submit plans for review and approval by the Building Services Division and the Public Works Agency, and other relevant agencies as appropriate that show all fire alarm conduits and similar facilities placed underground. The new facilities shall be placed underground along the project applicant's street frontage and from the project applicant's structures to the point of service. The plans shall show all fire water service and fire alarm facilities installed in accordance with standard specifications of the serving utilities.	Prior to issuance of a building permit.	City/Port
	SCA PSU-2: Fire Safety Phasing Plan: The project applicant shall submit a separate fire safety phasing plan to the Planning and Zoning Division and Fire Services Division for their review and approval. The fire safety plan shall include all of the fire safety features incorporated into the project and the schedule for implementation of the features. Fire Services Division may require changes to the plan or may reject the plan if it does not adequately address fire hazards associated with the project as a whole or the individual phase.	Prior to issuance of a demolition, grading, and/or construction and concurrent with any p-job submittal permit.	City/Port
	Mitigation 4.9-1. The City and Port shall cooperatively investigate the need for, and if required shall fund on a fair-share basis, development and operation of increased firefighting and medical emergency response services via fireboat to serve the OARB sub-district. The City and Port of Oakland will each contribute a fair share toward cooperatively investigating the need for increased firefighting and emergency response services to serve the redevelopment area west of I-880. This investigation shall include consultation with the OES and OFD. Should this investigation conclude, based on detailed redevelopment design, that increased fireboat services are required, the Port and the City shall each fund its fair share to equip and staff fireboat-based services in the OARB sub-district. In addition, as subsequent redevelopment activities occur, the City and Port shall be allowed to develop fee formulae (to recoup initial investment from future development or tenants), as well as a long-term cost-sharing formula (to equitably distribute the cost of continuing operations). The fire facility will be constructed after basic underground infrastructure is constructed, and before any people-attracting subsequent redevelopment activities begin operations.	Pre-operations; at time Port and Gateway development area employees exceed 2,044 (1995 baseline)	City/Port
	Mitigation 4.9-2: The Port and City shall work with OES to ensure changes in local area circulation	Pre-construction	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	are reflected in the revised Response Concept. The Port and City would provide information to the OES to facilitate that agency's accurate revision of its Response Concept and Annex H. In particular, the City and Port would provide OES information regarding new and proposed project area development, intensification and changes in land uses, realignment of area roadways, and construction of new local circulation facilities.		
	Mitigation 4.9-3: The Port and City shall require developers within their respective jurisdictions to notify OES of their plans in advance of construction or remediation activities. Each developer proposing construction in the redevelopment project area would be required to notify OES prior to initiation of construction, so that OES may plan emergency access and egress taking into consideration possible conflicts or interference during the construction phase. The developer would also be required to notify OES once construction is complete.	Pre-construction	City/Port
Traffic and Transportation			
Project Impacts 1. At a study, signalized intersection which is located outside the Downtown area, would the Project cause the level of service (LOS) to degrade to worse than LOS D (i.e., LOS E)?	**Mitigation Measure 3.16-1:** ***7th Street & I-880 Northbound Off-Ramp (#12)***[4]. The project sponsor shall fund, prepare, and install the approved plans and improvements: • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the PM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit the following to City of Oakland's Transportation Engineering Division and Caltrans for review and approval: • Plans, Specifications, and Estimates (PS&E) to modify the intersection. All elements shall be designed to City standards in effect at the time of construction and all new or upgraded signals should include these enhancements. All other facilities supporting vehicle travel and alternative modes through the intersection should be brought up to both City standards and ADA standards (according to Federal and State Access Board guidelines) at the time of construction. Current City Standards call for the elements listed below: • 2070L Type Controller • GPS communication (clock) • Accessible pedestrian crosswalks according to Federal and State Access Board guidelines • City Standard ADA wheelchair ramps	At issuance of first Certificate of Occupancy (CO)	City/Port

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

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	• Full actuation (video detection, pedestrian push buttons, bicycle detection) • Accessible Pedestrian Signals, audible and tactile according to Federal Access Board guidelines • Countdown Pedestrian Signals • Signal interconnect and communication to City Traffic Management Center for corridors identified in the City's ITS Master Plan for a maximum of 600 feet • Signal timing plans for the signals in the coordination group.		
	Mitigation Measure 3.16-2: ***San Pablo Ave & Ashby Avenue (#42).*** To implement this measure, the Project Sponsor shall coordinate with City of Berkeley and Caltrans, and shall fund, prepare, and install the improvements consistent with City of Berkeley and/or Caltrans standards. • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the PM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group.	At issuance of first Certificate of Occupancy (CO)	City/Port
2. At two intersections, the project would cause (a) the total intersection average vehicle delay to increase by two (2) or more seconds, or (b) an increase in average delay for any of the critical movements of four (4) seconds or more; or (c) the volume-to-capacity ("V/C") ratio exceeds 0.03 or more (<u>but only if the delay values are greater than 120 seconds of average intersection delay as delay values over 120 seconds tend to increase exponentially and are then generally considered unreliable</u>).	**Mitigation Measure 3.16-3:** ***7th Street & Harrison Street (#18).*** To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the PM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. The project sponsor shall fund, prepare, and install the approved plans and improvements.	At issuance of first Certificate of Occupancy (CO)	City/Port
	Mitigation Measure 3.16-4: ***12th Street & Castro Street (#29).*** To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the PM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. The project sponsor shall fund, prepare, and install the approved plans and improvements.	At issuance of first Certificate of Occupancy (CO)	City/Port
3. Redevelopment would cause some roadway segments on the Congestion Management Program (CMP) to a) degrade to LOS F; or b) increase the	**<u>SCA TRANS-1: Parking and Transportation Demand Management:</u>** The project sponsor shall pay for and submit for review and approval by the City a Transportation Demand Management (TDM) plan containing strategies to:	<u>For construction:</u> Prior to issuance of first permit related to construction (e.g.,	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
V/C ratio by more than three percent for a roadway segment that would operate at LOS F without the project.	1. Reduce the amount of traffic generated by new development and the expansion of existing development, pursuant to the City's police power and necessary in order to protect the public health, safety and welfare. 2. Ensure that expected increases in traffic resulting from growth in employment and housing opportunities in the City of Oakland will be adequately mitigated. 3. Reduce drive-alone commute trips during peak traffic periods by using a combination of services, incentives, and facilities. 4. Promote more efficient use of existing transportation facilities and ensure that new developments are designed in ways to maximize the potential for alternative transportation usage. Establish an ongoing monitoring and enforcement program to ensure that the desired alternative mode use percentages are achieved. The project sponsor shall implement the approved TDM plan. The TDM plan shall include strategies to increase pedestrian, bicycle, transit, and carpool/vanpool use. All four modes of travel shall be considered, and parking management and parking reduction strategies should be included. Actions to consider include the following: a) Inclusion of additional long term and short term bicycle parking that meets the design standards set forth in chapter five of the Bicycle Master Plan, and Bicycle Parking Ordinance, and shower and locker facilities in commercial developments that exceed the requirement. b Construction of and/or access to bikeways per the Bicycle Master Plan; construction of priority bikeways, onsite signage and bike lane striping. c) Installation of safety elements per the Pedestrian Master Plan (such as cross walk striping, curb ramps, count down signals, bulb outs, etc.) to encourage convenient and safe crossing at arterials. d) Installation of amenities such as lighting, street trees, trash receptacles per the Pedestrian Master Plan and any applicable streetscape plan. e) Construction and development of transit stops/shelters, pedestrian access, way finding signage, and lighting around transit stops per transit agency plans or negotiated improvements. f) Direct onsite sales of transit passes purchased and sold at a bulk group rate (through programs such as AC Transit Easy Pass or a similar program through another transit agency). g) Employees or residents can be provided with a subsidy, determined by the project sponsor and subject to review by the City, if the employees or residents use transit or commute by other alternative modes. h) Provision of ongoing contribution to AC Transit service to the area between the development and nearest mass transit station. If that is not available, an ongoing contribution to an existing area shuttle service between the development and nearest mass transit station. The last option is	demolition, grading, etc.) <u>For operation</u>: Prior to issuance of a final building permit	

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	establishment of a new shuttle service between the development and nearest mass transit station may be developed. The contribution required for the service (any option) will be based on the cost of the last option. i) Guaranteed ride home program for employees, either through 511.org or through separate program. j) Pre-tax commuter benefits (commuter checks) for employees. k) Free designated parking spaces for on-site car-sharing program (such as City Car Share, Zip Car, etc.) and/or car-share membership for employees or tenants. l) On-site carpooling and/or vanpool program that includes preferential (discounted or free) parking for carpools and vanpools. m) Distribution of information concerning alternative transportation options. n) Parking spaces sold/leased separately for residential units. Charge employees for parking, or provide a cash incentive or transit pass alternative to a free parking space in commercial properties. o) Parking management strategies; including attendant/valet parking and shared parking spaces. p) Requiring tenants to provide opportunities and the ability to work off-site. q) Allow employees or residents to adjust their work schedule in order to complete the basic work requirement of five eight-hour workdays by adjusting their schedule to reduce vehicle trips to the worksite. r) Provide or require tenants to provide employees with staggered work hours involving a shift in the set work hours of all employees at the workplace or flexible work hours involving individually determined work hours. The project sponsor shall submit an annual compliance report for review and approval by the City. This report will be reviewed either by City staff (or a peer review consultant, chosen by the City and paid for by the project sponsor). If timely reports are not submitted, the reports indicate a failure to achieve the stated policy goals, or the required alternative mode split is still not achieved, staff will work with the project sponsor to find ways to meet their commitments and achieve trip reduction goals. If the issues cannot be resolved, the matter may be referred to the Planning Commission for resolution. Project sponsors shall be required, as a condition of approval, to reimburse the City for costs incurred in maintaining and enforcing the trip reduction program for the approved project.		
	Mitigation 4.3-4: The City and Port, in consultation with transit agencies, shall jointly create and maintain a transit access plan(s) for the redevelopment project area designed to reduce demand for single-occupant, peak hour trips, and to increase access to transit opportunities. Major project area developers shall fund on a fair share basis the plan(s). The Transit Access Plan shall be funded on a fair-share basis by major project area developers, defined as developers of more than 20,000 square feet of employment-generating space, or developers who would generate more than 100 job opportunities.	Pre-operations	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	The City shall establish a Transportation Enhancement Association or other similar funding mechanism whereby developers will contribute their fair share to the Transit Access Plan. The plan shall include transportation demand management strategies designed to reduce peak hour trip generation, including but not limited to the following: • Fund a transit coordinator to assist employers and employees in the project area; • Transit user subsidies including the bulk purchase of transit passes; • Implementation of a parking cash-out program. A parking cash-out program is an employer-funded program in which an employer offers to provide a cash allowance to an employee equivalent to the parking subsidy that the employer would otherwise pay to provide the employee with a parking space. The ACCMA estimates that such programs reduce employee commute traffic by five percent from previous non-monetary incentive-based programs and reduced parking utilization by an estimated three percent; • Flex-time schedules; • Telecommuting; • Utilization of site design standards that would benefit transit, pedestrians, and bicyclists; • Preferential parking for carpools and vanpools; • Rideshare matching programs; • Guaranteed Ride Home program (provides carpool and vanpool participants with a vehicle in an emergency or if they cannot leave at their usual times; and • Funding for City and/or Port monitoring of the programs. The plan shall include strategies designed to promote transit use and increase availability of transit opportunities within the project area, including, but not limited to the following: • Coordination with AC Transit to provide expanded bus service with no greater than 30 minute peak commute hour headways to major employment centers. • Coordination with BART to provide shuttle service with no greater than 15 minute peak commute hour headways between the West Oakland BART station and major employment centers • Provision of employer incentives to use alternative transit modes, such as "Flash" passes or transit reimbursements These measures shall be coordinated with BAAQMD and CAP Transportation Control Measures (TCMs) implemented under Mitigation Measure 4.4-5. The Transit Access Plan shall be funded at a level that would enable the goal of a 15 percent reduction in single-occupancy, peak hour ridership.		

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
4. The project would directly or indirectly cause or expose roadway users to a permanent and substantial transportation hazard due to a new or existing physical design feature or incompatible uses?	**Mitigation 4.3-5:** Redevelopment elements shall be designed in accordance with standard design practice and shall be subject to review and approval of the City or Port design engineer. Through design review, the City and/or Port, as applicable, shall ensure the design of roadways, bicycle and pedestrian facilities, parking lots, and other transportation features comply with design standards and disallow design proposals that likely to result in traffic hazards. Any mitigation or redevelopment features that may directly affect Caltrans facilities shall be submitted for review by that agency.	Prior to approval of PUD.	City/Port
	Mitigation 4.3-7: The City and the Port shall continue and shall work together to create a truck management plan designed to reduce the effects of transport trucks on local streets. The City and Port shall fund on a fair share basis, implementation of this plan. The truck management plan may include, and is not limited to, the following elements: • Analyze truck traffic in West Oakland; • Traffic calming strategies on streets not designated as truck routes designed to discourage truck through travel; • Truck driver education programs; • Expanded signage, including truck prohibitions on streets not designated as truck routes; • Traffic signal timing improvements; • Explore the feasibility of truck access to Frontage Road; • Roadway and terminal gate design elements to prevent truck queues from impeding the flow of traffic on public streets; and • Continue Port funding of two police officers to enforce truck traffic prohibitions on local streets.	Prior to issuance of a final building permit	City/Port
	Mitigation 4.3-8: Provide an emergency service program and emergency evacuation plan using waterborne vessels. The City shall provide emergency access to the OARB sub-district by vessel. The area is currently served by fire boat out of the Jack London Square Fire Station. The City may elect to equip that fire boat with first response medical emergency personnel as well as limited hazardous materials response personnel and equipment (see also Mitigation Measure 4.9-1). Major developers shall fund these improvements on a fair share basis.	Pre-operations; at time Port and Gateway development area employees exceed 2,044 (1995 baseline)	City/Port
	<u>With regard to Maritime Street between 7th Street and West Grand Avenue:</u> **Mitigation Measure 3.16-5**: The City shall provide a shoulder with a minimum width of 8 feet on the west side of Maritime Street to accommodate queuing trucks and minimize intrusion onto the southbound travel lane. **Mitigation Measure 3.16-6**: The City shall provide a 9-foot wide area along the entire west side of	Prior to approval of the PUD	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	Maritime Street in this area to accommodate a sidewalk and utilities; exact dimensions of these elements will be determined by the City's Transportation and Infrastructure Divisions during the PUD process. **Mitigation Measure 3.16-7**: The City shall provide an 18-foot wide area along the entire east side of Maritime Street in this area to accommodate a Class 1 bicycle path and utilities; exact dimensions of these elements will be determined by the City's Transportation and Infrastructure Divisions during the PUD process.		
	With regard toNorth Maritime (formerly Wake Avenue): **Mitigation Measure 3.16-8**: The City shall provide 2 travel lanes in each direction in this area with shoulders on each side for bicycle lanes. The exact dimensions of these elements will be determined by the City's Transportation and Infrastructure Divisions during the PUD process.	Prior to approval of the PUD	City/Port
	With regard to Burma Road between Maritime Street and West Oakland (Burma East): **Mitigation Measure 3.16-9**: The City shall provide a 9-foot wide area along the entire north side of Burma Street in this area to accommodate utilities and a sidewalk; bicycles will be accommodated on the shoulder; exact dimensions of these elements will be determined by the City's Transportation and Infrastructure Divisions during the PUD process.	Prior to approval of the PUD	City/Port
	Mitigation Measure 3.16-10: The City shall provide a 7-foot wide area along the entire south side of Burma Street in this area to accommodate utilities; bicycles will be accommodated on the shoulder; exact dimensions of these elements will be determined by the City's Transportation and Infrastructure Divisions during the PUD process.	Prior to approval of the PUD	City/Port
	With regard to Burma Road between Maritime Street and Railroad Tracks (Burma West): **Mitigation Measure 3.16-11**: The City shall provide a 9-foot wide area along the entire south side of Burma Street in this area to accommodate utilities and a sidewalk; bicycles will be accommodated on the shoulder; exact dimensions of these elements will be determined by the City's Transportation and Infrastructure Divisions during the PUD process. **Mitigation Measure 3.16-12**: The City shall provide a 20-foot wide area along the entire north side of Burma Street in this area to accommodate utilities and a Class 1 bicycle path; exact dimensions of these elements will be determined by the City's Transportation and Infrastructure Divisions during the PUD process.	Prior to approval of the PUD	City/Port
	With regard to Burma Road between Railroad Tracks and Gateway Park (Burma Far West):	Prior to approval of the PUD	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	Mitigation Measure 3.16-13: The City shall provide an 8-foot wide area along the entire south side of Burma Street in this area to accommodate utilities and a sidewalk; bicycles will be accommodated on the shoulder with a Class 2 bicycle lane; exact dimensions of these elements will be determined by the City's Transportation and Infrastructure Divisions during the PUD process.		
	Mitigation Measure 3.16-14: The City shall provide a shoulder along the entire north side of Burma Street in this area to accommodate bicycles with a Class 2 bicycle lane; exact dimensions of these elements will be determined by the City's Transportation and Infrastructure Divisions during the PUD process.	Prior to approval of the PUD	City/Port
	With regard to Emergency Access: **Mitigation Measure 3.16-15a:** The Project Sponsor shall develop, in consultation and coordination with adjacent property owners, including EBMUD, an emergency response plan for the 2012 Army Base Project, which addresses emergency ingress/egress. **Mitigation Measure 3.16-15b:** The Project Sponsor shall include in the design of West Burma Road turn-outs and turn-arounds at the appropriate locations and dimensions as required by the Fire Department, in order to allow for appropriate ingress and egress of emergency vehicles.	For MM 3.15-15a: at the time of issuance of the first Certificate of Occupancy (CO); For MM 3.15-15b: prior to approval of the PUD	City/Port
5. Project would directly or indirectly result in a permanent substantial decrease in pedestrian safety.	**See above for Mitigation Measures 4.3-5**		
6. Project would directly or indirectly result in a permanent substantial decrease in bicyclist safety.	**See above for Mitigation Measures 4.3-5 and new Mitigation Measures 3.16-5 through 3.16-15a and 3.16-15b**		
7. Project would generate substantial multi-modal traffic traveling across at-grade railroad crossings that cause or expose roadway users to a permanent and substantial transportation hazard?	**See above for Mitigation Measures 4.3-5 and 4.3-7**		
	SCA TRANS-3: Railroad Crossings: Any proposed new or relocated railroad crossing improvements must be coordinated with California Public Utility Commission (CPUC) and affected railroads and all necessary permits/approvals obtained, including a GO 88-B Request (Authorization to Alter Highway Rail Crossings), if applicable. Appropriate safety-related design features and measures should be incorporated, including without limitation: a) Installation of grade separations at crossings, i.e., physically separating roads and railroad tracks by constructing overpasses or underpasses.	Action required prior to railroad crossing construction	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	b) Improvements to warning devices at existing highway rail crossings that are impacted by project traffic. c) Installation of additional warning signage. d) Improvements to traffic signaling at intersections adjacent to crossings, e.g., signal preemption. e) Installation of median separation to prevent vehicles from driving around railroad crossing gates. f) Where soundwalls, landscaping, buildings, etc. would be installed near crossings, maintaining the visibility of warning devices and approaching trains. g) Prohibition of parking within 100 feet of the crossings to improve the visibility of warning devices and approaching trains. h) Construction of pull-out lanes for buses and vehicles transporting hazardous materials. i) Installation of vandal-resistant fencing or walls to limit the access of pedestrians onto the railroad right-of-way. j) Elimination of driveways near crossings. k) Increased enforcement of traffic laws at crossings. l) Rail safety awareness programs to educate the public about the hazards of highway-rail grade crossings.		
	Mitigation Measure 3.16-16: a. Redesign the Engineers Road to intersect the EBMUD driveway at least 100 feet north of the at-grade rail crossing or configure an internal circulation plan that prohibits turns from Engineers Road onto Wake Avenue. b. Provide a high visibility crosswalk with pedestrian crossing signs at the pedestrian crossing just west of the rail crossing on West Burma Road. c. Paint "KEEP CLEAR" on West Burma Road for westbound vehicles at the Truck Services driveway. d. Unless approved otherwise by the California Public Utility Commission (CPUC), construct all rail crossings at a minimum street-crossing angle of 45 degrees consistent with Institute of Transportation Engineers recommendations, 90 degrees is preferred for cross-traffic safety.	At the time of issuance of the first Certificate of Occupancy (CO)	City/Port
	Recommended Measures (not required by CEQA): • The Project Sponsor shall negotiate with EBMUD in good faith to reach an agreement which reasonably limits train movements from unreasonably parking, stopping and/or blocking access to EBMUD's main gate to the MWWTP. Specifically, the Master Developer shall coordinate the timing of its use of the tracks to a schedule that reduces, to the maximum extent	At the time of issuance of the first Certificate of Occupancy (CO)	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	feasible, any potentially adverse impacts to EBMUD's main gate to the MWWTP. • The Project Sponsor shall make reasonable good faith efforts to explore the feasibility of, and if determined feasible, obtain/secure alternate emergency vehicle access to the MWWTP that would not be impacted by the 2012 Army Base rail traffic. The City shall coordinate its efforts with EBMUD.		
8. Project could fundamentally conflict with adopted City policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities adopted for the purpose of avoiding or mitigating an environmental effect.	**See above for Mitigation Measures 3.16-5 through 3.16-15a and 3.16-15b**		
	Mitigation 4.3-9: Redevelopment plans shall conform to City of Oakland or Port development standards with facilities that support transportation alternatives to the single-occupant automobile. Facilities that support transportation alternatives to the single-occupant automobile may include, and are not limited to, bus turnouts, bicycle racks, on-site showers, on-site lockers, and pedestrian and bicycle ways.	Prior to issuance of first permit related to construction (e.g., demolition, grading, etc.)	City/Port
9. Would the project result in a substantial, though temporary, adverse effect on the circulation system during construction of the project.	**SCA TRANS-2: Construction Traffic and Parking:** The project sponsor and construction contractor shall meet with appropriate City of Oakland agencies to determine traffic management strategies to reduce, to the maximum extent feasible, traffic congestion and the effects of parking demand by construction workers during construction of this project (see also SCA TRANS-1, especially "h") and other nearby projects that could be simultaneously under construction. The project sponsor shall develop a construction management plan. The plan shall be submitted to EBMUD, the Port, and Caltrans for their review and comment ten (10) business days before submittal to the City. The project sponsor shall consider in good faith such comments and revise the plan as appropriate. The revised plan shall be submitted for review and approval by the City's Planning and Zoning Division, the Building Services Division, and the Transportation Services Division. The plan shall include at least the following items and requirements: a) A set of comprehensive traffic control measures, including scheduling of major truck trips and deliveries to avoid peak traffic hours, detour signs if required, lane closure procedures, signs, cones for drivers, and designated construction access routes. b) Notification procedures for adjacent project sponsors and public safety personnel regarding when major deliveries, detours, and lane closures will occur. c) Location of construction staging areas for materials, equipment, and vehicles at an approved location. d) A process for responding to, and tracking, complaints pertaining to construction activity, including identification of an onsite complaint manager. The manager shall determine the cause of the complaints and shall take prompt action to correct the problem. Planning and Zoning shall be informed who the Manager is prior to the issuance of the first permit issued by Building Services. e) Provision for accommodation of pedestrian flow. f) Provision for parking management and spaces for all construction workers to ensure that	Prior to the issuance of a demolition, grading or building permit	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	construction workers do not park in on-street spaces (see also SCA TRANS-1, especially "h"). g) Any damage to the street caused by heavy equipment, or as a result of this construction, shall be repaired, at the applicant's expense, within one week of the occurrence of the damage (or excessive wear), unless further damage/excessive wear may continue; in such case, repair shall occur prior to issuance of a final inspection of the building permit. All damage that is a threat to public health or safety shall be repaired immediately. The street shall be restored to its condition prior to the new construction as established by the City Building Inspector and/or photo documentation, at the applicant's expense, before the issuance of a Certificate of Occupancy. h) Any heavy equipment brought to the construction site shall be transported by truck, where feasible. i) No materials or equipment shall be stored on the traveled roadway at any time. j) Prior to construction, a portable toilet facility and a debris box shall be installed on the site, and properly maintained through project completion. k) All equipment shall be equipped with mufflers. l) Prior to the end of each work day during construction, the contractor or contractors shall pick up and properly dispose of all litter resulting from or related to the project, whether located on the property, within the public rights-of-way, or properties of adjacent or nearby neighbors. Specifically, to further implement SCA TRANS-2, a traffic construction management analysis was performed which recommended certain improvements to the Adeline/5th and Adeline/3rd Street and Adeline Street intersection, which is discussed under construction impacts of the Traffic and Transportation section of the 2012 OARB Initial Study/Addendum.		
	Mitigation 4.3-13: Prior to commencing hazardous materials or hazardous waste remediation, demolition, or construction activities, a Traffic Control Plan (TCP) shall be implemented to control peak hours trips to the extent feasible, assure the safety on the street system and assure that transportation activities are protective of human health, safety, and the environment. Construction and remediation TCPs shall be designed and implemented to reduce to the maximum feasible extent traffic and safety impacts to regional and local roadways. The TCP shall address items including but not limited to: truck routes, street closures, parking for workers and staff, access to the project area and land closures or parking restrictions that may require coordination with and/or approval by the City, the Port and/or Caltrans. The TCP shall be submitted to the City Traffic Engineering and Planning divisions or the Port, as appropriate, for review and approval prior to the issuance of any building, demolition or grading permits. The City and the Port shall coordinate their respective approvals to maximize the effectiveness of the TCP measures. DTSC would have ongoing authority under its Remedial Action Plan/Remedial Monitoring Plan oversight and the Hazardous Substances Account Act to regulate remediation transportation activities, which must be protective of human health, safety and the environment. Remediation and demolition/construction traffic shall be restricted to designated truck routes within	Prior to issuance of first permit related to construction (e.g., demolition, grading, etc.)	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
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	the City, and the TCP shall include a signage program for all truck routes serving the site during remediation or demolition/construction. A signage program details the location and type of truck route signs that would be installed during remediation and demolition/construction to direct trucks to and from the project area. Truck access points for entry and exit should be included in the TCP. In addition, as determined by City of Port staff, the developer shall be responsible for repairing any damage to the pavement that is caused by remediation or demolition/construction vehicles for restoring pavement to pre-construction conditions. Remediation and demolition/construction-related trips will be restricted to daytime hours, unless expressly permitted by the City or the Port, and to the extent feasible, trips will be minimized during the a.m. and p.m. peak hours. The TCP shall identify locations for construction/remediation staging. Remediation staging areas are anticipated to be located near construction areas, since remediation will be largely coordinated with redevelopment. In addition, the TCP shall identify and provide off-street parking for remediation and demolition/construction staff to the extent possible throughout all phases of redevelopment. If there is insufficient parking available within walking distance of the site for workers, the developer shall provide a shuttle bus or other appropriate system to transfer workers between the satellite parking areas and remediation or demolition/construction site. The TCP shall also include measures to control dust, requirements to cover all loads to control odors, and provisions for emergency response procedures, health and safety driver education, and accident notification.		
<u>Cumulative Impacts Year 2020 for 2012 OARB Project (Compared to Year 2025 for 2002 EIR Project)</u> 1. Increased congestion at signalized intersections outside the Downtown area exceeding the cumulatively significant threshold. **(Year 2020)**	**Mitigation Measure 3.16-17:** ***West Grand Avenue & I-880 Frontage Road (#2).*** • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the AM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	At the time of issuance of the first Certificate of Occupancy (CO)	City/Port
	7th Street & I-880 Northbound Off-Ramp (#12). **See above for Mitigation 3.16-1**		
2. One intersection located outside the downtown area, where the level of service is LOS E, the project would cause the total intersection average vehicle delay to increase by four (4) or	**Mitigation Measure 3.16-18:** ***San Pablo Ave & Ashby Ave (#42).*** • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the PM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in	At the time of issuance of the first Certificate of Occupancy (CO)	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
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more seconds, or degrade to worse than LOS E. **(Year 2020)**	the same signal coordination group. To implement this measure, the project sponsor shall coordinate with the City of Berkeley and Caltrans, and shall fund, prepare, and install the approved plans and improvements.		
3. One intersection with LOS F, where the project would cause (a) the total intersection average vehicle delay to increase by two (2) or more seconds, or (b) an increase in average delay for any of the critical movements of four (4) seconds or more; or (c) the volume-to-capacity ("V/C") ratio exceeds three (3) percent. **(Year 2020)**	***12th Street and Castro Street (#29)* - See above for Mitigation Measure 3.16-4.**		
4. Four roadway segments of the Congestion Management Program (CMP) would a) degrade to LOS F; or b) increase the V/C ratio by more than three percent for a roadway segment that would operate at LOS F without the project **(Year 2020).**	**See above for Mitigation Measure 4.3-4 and SCA TRANS-1.**		
<u>Cumulative Impacts for Year 2035 for 2012 OARB Project (Compared to Year 2025 for 2002 EIR Project)</u> **1.** Three intersections located outside the Downtown area, which the project would cause the level of service (LOS) to degrade to worse than LOS D. **(Year 2035)**	**Mitigation Measure 3.16-19:** ***West Grand Avenue & Maritime Street (#1).*** • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the PM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	Mitigation at this intersection may be required by Year 2028. Investigation of the need for this mitigation shall be studied in 2028 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	City/Port
	Mitigation Measure: ***7th Street & I-880 Northbound Off-Ramp (#12).*** **See above for Mitigation Measure 3.16-1.**		
	Mitigation Measure 3.16-20: ***7th Street & Union Street (#15).*** • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the AM peak hour.	Mitigation at this intersection may be required by Year 2032. Investigation	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	• Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	of the need for this mitigation shall be studied in 2032 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	
2. At one intersection located within the Downtown area, the project would cause the LOS to degrade to worse than LOS E. **(Year 2035)**	**Mitigation Measure 3.16-21:** ***West Grand Avenue & Northgate Avenue*** **(#8).** • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the AM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	Mitigation at this intersection may be required by Year 2030. Investigation of the need for this mitigation shall be studied in 2030 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first	City/Port
3. At two intersections located outside the Downtown area where the level of service is LOS E, would the project cause the total intersection average vehicle delay to increase by four (4) or more seconds, or degrade to worse than LOS E **(Year 2035)**	**Mitigation Measure 3.16-22:** ***5th Street & Union Street / I-880 North Ramps (#21).*** • Optimize signal timing (i.e., increase the traffic signal cycle length to 100 seconds and adjust the allocation of green time for each intersection approach) for the PM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	Mitigation at this intersection may be required by Year 2022. Investigation of the need for this mitigation shall be studied in 2022 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	City/Port
	Mitigation Measure 3.16-23: ***MacArthur Boulevard & Market Street (#33).*** • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach)	Mitigation at this intersection may be required by Year	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	for the AM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	2032. Investigation of the need for this mitigation shall be studied in 2032 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	
4. Eleven intersections where the level of service is LOS F, the project would cause (a) the total intersection average vehicle delay to increase by two (2) or more seconds, or (b) an increase in average delay for any of the critical movements of four (4) seconds or more; or (c) the volume-to-capacity ("V/C") **ratio** increases 0.03 or more (but only if the delay values are greater than 120 seconds of average intersection delay as delay values over 120 seconds tend to increase exponentially and are then generally considered unreliable). **(Year 2035)**	**Mitigation Measure 3.16- 24:** ***West Grand Avenue & I-880 Frontage Road (#2).*** • Optimize signal timing (i.e., increase the traffic signal cycle length and adjust the allocation of green time for each intersection approach) for the AM and PM peak hours. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	Mitigation at this intersection may be required by Year 2021. Investigation of the need for this mitigation shall be studied in 2021 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	City/Port
	Mitigation Measure 3.16- 25: ***West Grand Avenue & Adeline Street (#4).*** • Optimize signal timing (i.e., increase the traffic signal cycle length to 90 seconds and adjust the allocation of green time for each intersection approach) for the PM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	Mitigation at this intersection may be required by Year 2032. Investigation of the need for this mitigation shall be studied in 2032 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	City/Port
	Mitigation Measure 3.16- 26: ***West Grand Avenue & Market Street (#5)*** • Provide split phasing for northbound and southbound movements.	Mitigation at this intersection may be required by Year	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	• Optimize signal timing (i.e., increase the traffic signal cycle length to 120 seconds and adjust the allocation of green time for each intersection approach) for both the AM and PM peak hours. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	2022. Investigation of the need for this mitigation shall be studied in 2022 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	
	Mitigation Measure 3.16- 27: ***West Grand Avenue & San Pablo Avenue (#6)*** • Remove parking on the south side of West Grand Avenue; add an eastbound through lane between San Pablo Avenue and Martin Luther King Jr. Way; and convert the eastbound right turn lane to a through-right combination lane. • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the PM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	Mitigation at this intersection may be required by Year 2026. Investigation of the need for this mitigation shall be studied in 2026 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	City/Port
	Mitigation Measure 3.16- 28: ***West Grand Avenue & Harrison Street (#9)*** • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the PM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	Mitigation at this intersection may be required by Year 2025. Investigation of the need for this mitigation shall be studied in 2025 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	City/Port
	Mitigation Measure 3.16- 29: ***7th Street & Harrison Street (#18)*** • Provide split phasing for northbound and southbound movements.	Mitigation at this intersection may be required at the time	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
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	• Optimize signal timing (i.e., increase the traffic signal cycle length to 80 seconds and adjust the allocation of green time for each intersection approach) for the PM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	of Project construction. Investigation of the need for this mitigation shall be studied at the time of construction and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	
	Mitigation Measure 3.16- 30: ***6th Street & Jackson Street (#20)*** • Provide split phasing for northbound and southbound movements. • Optimize signal timing (i.e., increase the traffic signal cycle length to 80 seconds and adjust the allocation of green time for each intersection approach) for the AM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	Mitigation at this intersection may be required by Year 2025. Investigation of the need for this mitigation shall be studied in 2025 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	City/Port
	Mitigation Measure 3.16- 31: ***12th Street & Brush Street (#28)*** • Optimize signal timing (i.e., increase the traffic signal cycle length to 120 seconds and adjust the allocation of green time for each intersection approach) for the AM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	Mitigation at this intersection may be required by Year 2023. Investigation of the need for this mitigation shall be studied in 2023 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
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	12th Street & Castro Street (#29). **See Mitigation Measure 3.16-4 above.**		
	Mitigation Measure 3.16- 32: ***Powell Street & Hollis Street (#37)*** • Provide protected plus permitted traffic signal phasing for the northbound and southbound Hollis Street movements. • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for both the AM and PM peak hours. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Emeryville's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	Mitigation at this intersection may be required by Year 2028. Investigation of the need for this mitigation shall be studied in 2028 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	City/Port
	Mitigation Measure 3.16- 33: ***Powell Street/Stanford Avenue & San Pablo Avenue (#38)*** • Optimize signal timing (i.e., adjust the allocation of green time for each intersection approach) for the AM peak hour. • Coordinate the signal timing changes at this intersection with the adjacent intersections that are in the same signal coordination group. To implement this measure, the project sponsor shall submit plans specifications and estimates (PS&E) as detailed in Mitigation Measure 3.16-1 that are consistent with the City's standards to City of Oakland's Transportation Engineering Division for review and approval. The project sponsor shall fund, prepare, and install the approved plans and improvements.	Mitigation at this intersection may be required by Year 2021. Investigation of the need for this mitigation shall be studied in 2021 and every three years thereafter until 2035 or until the mitigation measure is implemented, whichever occurs first.	City/Port
4. Four roadway segments of the Congestion Management Program (CMP) would a) degrade to LOS F; or b) increase the V/C ratio by more than three percent for a roadway segment that would operate at LOS F without the project **(Year 2035).**	**See above for Mitigation Measure 4.3-4**		
Planning Related Non-CEQA Issues **Queuing**	**Recommended Measures (not required by CEQA)** The following improvements are recommended to accommodate the anticipated queues:	At issuance of first Certificate of Occupancy (CO)	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
Existing Plus Project: The project would result in exceedance of available storage capacity at only the following locations: • Northbound left-turn at W. Grand Avenue & Maritime Street (#1) - PM peak hour • Westbound left-turn at 7th Street & Maritime Street (#10) – AM & PM peak hours • Eastbound left-turn at 7th Street & I-880 northbound off-ramp (#12) – PM peak hour	▪ W. Grand Avenue & Maritime Street (#1). Extend the northbound left-turn storage length to 475 feet; while providing a minimum of 100 feet storage length for the southbound left-turn movement at the Burma Road and Maritime Street intersection (#46). ▪ 7th Street & Maritime Street (#10). Extend the westbound left-turn storage length to 320 feet by removing a portion of the existing center median. ▪ 7th Street & I-880 northbound off-ramp (#12). Convert one of the existing eastbound through lane to an exclusive left-turn lane to provide two left-turn lanes, and one through lane.		
Year 2020 cumulative conditions: Similar to Existing plus Project conditions, the Project would result in exceedance of available storage at the same three intersections: • Northbound left-turn at W. Grand Avenue & Maritime Street (#1) - PM peak hour • Westbound left-turn at 7th Street & Maritime Street (#10) – AM & PM peak hours • Eastbound and southbound left-turn at 7th Street & I-880 northbound off-ramp (#12) – PM peak hour	**Recommended Measures (not required by CEQA)** The following improvements are recommended to accommodate the anticipated queues: ▪ W. Grand Avenue & Maritime Street (#1). Widen Maritime Street to provide two northbound left-turn lanes at the intersection. ▪ 7th Street & Maritime Street (#10). Extend the westbound left-turn storage length to 320 feet by removing a portion of the existing center median. ▪ 7th Street & I-880 northbound off-ramp (#12). Convert one of the existing eastbound through lane to an exclusive left-turn lane to provide two left-turn lanes, and one through lane; and extend the southbound left-turn storage pocket to 250 feet by removing a portion of the existing center median.	At issuance of first Certificate of Occupancy (CO) or 2020, whichever is later	City/Port
Utilities			
1. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	**See above for SCA HYD-4 (Hydrology and Water Quality section)**		
2. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	**SCA UTL-3: Underground Utilities:** The project applicant shall submit plans for review and approval by the Building Services Division and the Public Works Agency, and other relevant agencies as appropriate, that show all new electric and telephone facilities; fire alarm conduits; street light wiring; and other wiring, conduits, and similar facilities placed underground. The new facilities shall be placed underground along the project applicant's street frontage and from the project applicant's structures to the point of service. The plans shall show all electric, telephone, water	Prior to issuance of a building permit.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
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	service, fire water service, cable, and fire alarm facilities installed in accordance with standard specifications of the serving utilities.		
	SCA UTL-5: Improvements in the Public Right-of Way (Specific): Final building and public improvement plans submitted to the Building Services Division shall include the following components: Examples include: a) Install additional standard City of Oakland streetlights. b) Remove and replace any existing driveway that will not be used for access to the property with new concrete sidewalk, curb and gutter. c) Reconstruct drainage facility to current City standard. d) Provide separation between sanitary sewer and water lines to comply with current City of Oakland and Alameda Health Department standards. e) Construct wheelchair ramps that comply with Americans with Disability Act requirements and current City Standards. f) Remove and replace deficient concrete sidewalk, curb and gutter within property frontage. Provide adequate fire department access and water supply, including, but not limited to currently adopted fire codes and standards.	Approved prior to the issuance of a grading or building permit.	City/Port
	SCA UTL-6: Payment for Public Improvements: The project applicant shall pay for and install public improvements made necessary by the project including damage caused by construction activity.	Prior to issuance of a final inspection of the building permit.	City/Port
3. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	**Mitigation 4.9-4:** Individual actions with landscaping requirements of one or more acres shall plumb landscape areas for irrigation with recycled water. As subsequent redevelopment activities are designed, the City and Port would require that activities of a certain magnitude shall include a reclaimed landscaping irrigation system. The City and Port would make this a condition of approval for private actions that require such approval, and would include reclaimed landscape water systems in the design of their own public projects.	Prior to issuance of a building permit or other construction-related permit.	City/Port
	Mitigation 4.9-5: Individual buildings with gross floor area exceeding 10,000 square feet shall install dual plumbing for both potable and recycled water, unless determined to be infeasible by the approving agency (City or Port). Any major subsequent redevelopment activity that includes total usable floor area within or more building of 10,000 square feet or more would be required to provide a dual plumbing system—one for potable water, and one for reclaimed water. Reclaimed water may be used for certain industrial uses, and for landscape irrigation, toilet flushing, and other appropriate purposes.	Prior to issuance of a building permit or other construction-related permit.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
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	Mitigation 4.9-6: Site design shall facilitate use of recycled water, and shall comply with requirements of CCR Title 22 regarding prohibitions of site run-off to surface waters. When subsequent redevelopment activities are required to include reclaimed water in their design, the City and Port would ensure that requirements of Title 22 intended to protect the environment are reflected in that design, including prohibitions against run-off to surface waters. The City, Port, and proponents of subsequent redevelopment activities should coordinate these efforts with the reclaimed water supplier, EBMUD.	Prior to issuance of a building permit or other construction-related permit.	City/Port
	SCA UTL-1a: Compliance with the Green Building Ordinance, OMC Chapter 18.02: ***Prior to issuance of a demolition, grading, or building permit*** The applicant shall comply with the requirements of the California Green Building Standards (CALGreen) mandatory measures and the applicable requirements of the Green Building Ordinance, OMC Chapter 18.02. a) The following information shall be submitted to the Building Services Division for review and approval with the application for a building permit: i. Documentation showing compliance with Title 24 of the 2008 California Building Energy Efficiency Standards. ii. Completed copy of the final green building checklist approved during the review of the Planning and Zoning permit. iii. Copy of the Unreasonable Hardship Exemption, if granted, during the review of the Planning and Zoning permit. iv. Permit plans that show, in general notes, detailed design drawings, and specifications as necessary, compliance with the items listed in subsection (b) below. v. Copy of the signed statement by the Green Building Certifier approved during the review of the Planning and Zoning permit that the project complied with the requirements of the Green Building Ordinance. vi. Signed statement by the Green Building Certifier that the project still complies with the requirements of the Green Building Ordinance, unless an Unreasonable Hardship Exemption was granted during the review of the Planning and Zoning permit. vii. Other documentation as deemed necessary by the City to demonstrate compliance with the Green Building Ordinance. b) The set of plans in subsection (a) shall demonstrate compliance with the following: i. CALGreen mandatory measures. ii. All pre-requisites per the LEED / GreenPoint Rated checklist approved during the review of the Planning and Zoning permit, or, if applicable, all the green building measures approved as part of the Unreasonable Hardship Exemption granted during the review of	Prior to issuance of a demolition, grading, or building permit; or during construction or after construction as specified in SCA UTL-1a or UTL-1b.	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	the Planning and Zoning permit. iii. Insert green building point level/certification requirement: (See Green Building Summary Table) per the appropriate checklist approved during the Planning entitlement process. iv. All green building points identified on the checklist approved during review of the Planning and Zoning permit, unless a Request for Revision Plan-check application is submitted and approved by the Planning and Zoning Division that shows the previously approved points that will be eliminated or substituted. *v.* The required green building point minimums in the appropriate credit categories. ***During construction*** The applicant shall comply with the applicable requirements CALGreen and the Green Building Ordinance, Chapter 18.02. a) The following information shall be submitted to the Building Inspections Division of the Building Services Division for review and approval: i. Completed copies of the green building checklists approved during the review of the Planning and Zoning permit and during the review of the building permit. ii. Signed statement(s) by the Green Building Certifier during all relevant phases of construction that the project complies with the requirements of the Green Building Ordinance. *iii.* Other documentation as deemed necessary by the City to demonstrate compliance with the Green Building Ordinance. ***After construction, as specified below*** Within sixty (60) days of the final inspection of the building permit for the project, the Green Building Certifier shall submit the appropriate documentation to Build It Green/Green Building Certification Institute and attain the minimum certification/point level identified in subsection (a) above. Within one year of the final inspection of the building permit for the project, the applicant shall submit to the Planning and Zoning Division the Certificate from the organization listed above demonstrating certification and compliance with the minimum point/certification level noted above. **SCA UTL-1b: Compliance with the Green Building Ordinance, OMC Chapter 18.02, for Building and Landscape Projects Using the StopWaste.Org Small Commercial or Bay Friendly Basic Landscape Checklist** ***Prior to issuance of a building permit*** The applicant shall comply with the requirements of the California Green Building Standards (CALGreen) mandatory measures and the applicable requirements of the Green Building Ordinance, (OMC Chapter 18.02.) for projects using the StopWaste.Org Small Commercial or Bay Friendly Basic Landscape Checklist.		

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	a) The following information shall be submitted to the Building Services Division for review and approval with application for a Building permit: i. Documentation showing compliance with the 2008 Title 24, California Building Energy Efficiency Standards. ii. Completed copy of the green building checklist approved during the review of a Planning and Zoning permit. iii. Permit plans that show in general notes, detailed design drawings and specifications as necessary compliance with the items listed in subsection (b) below. iv. Other documentation to prove compliance. b) The set of plans in subsection (a) shall demonstrate compliance with the following: i. CALGreen mandatory measures. *ii.* All applicable green building measures identified on the StopWaste.Org checklist approved during the review of a Planning and Zoning permit, or submittal of a Request for Revision Plan-check application that shows the previously approved points that will be eliminated or substituted. ***During construction*** The applicant shall comply with the applicable requirements of CALGreen and Green Building Ordinance, Chapter 18.02 for projects using the StopWaste.Org Small Commercial or Bay Friendly Basic Landscape Checklist. a) The following information shall be submitted to the Building Inspections Division for review and approval: i. Completed copy of the green building checklists approved during review of the Planning and Zoning permit and during the review of the Building permit. ii. Other documentation as deemed necessary by the City to demonstrate compliance with the Green Building Ordinance.		
4. Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	**See above for SCA HYD-4 (Hydrology and Water Quality section)**		
5. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	**SCA UTL-2: Waste Reduction and Recycling:** The project applicant will submit a Construction & Demolition Waste Reduction and Recycling Plan (WRRP) and an Operational Diversion Plan (ODP) for review and approval by the Public Works Agency.	Prior to issuance of demolition, grading, or building permit; or ongoing as	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	Prior to issuance of demolition, grading, or building permit Chapter 15.34 of the Oakland Municipal Code outlines requirements for reducing waste and optimizing construction and demolition (C&D) recycling. Affected projects include all new construction, renovations/alterations/modifications with construction values of $50,000 or more (except R-3), and all demolition (including soft demo). The WRRP must specify the methods by which the development will divert C&D debris waste generated by the proposed project from landfill disposal in accordance with current City requirements. Current standards, FAQs, and forms are available at www.oaklandpw.com/Page39.aspx or in the Green Building Resource Center. After approval of the plan, the project applicant shall implement the plan. ***Ongoing*** The ODP will identify how the project complies with the Recycling Space Allocation Ordinance, (Chapter 17.118 of the Oakland Municipal Code), including capacity calculations, and specify the methods by which the development will meet the current diversion of solid waste generated by operation of the proposed project from landfill disposal in accordance with current City requirements. The proposed program shall be in implemented and maintained for the duration of the proposed activity or facility. Changes to the plan may be re-submitted to the Environmental Services Division of the Public Works Agency for review and approval. Any incentive programs shall remain fully operational as long as residents and businesses exist at the project site.	specified in SCA ULT-2.	
	Mitigation: 4.9-7: To the maximum extent feasible, the City and Port shall jointly participate in a deconstruction program to capture materials and recycle them into the construction market. Substantial quantities of construction debris would be generated by the removal of structures at the OARB, in both the Gateway and Port development areas. Some of the buildings span both development areas, and coordination between the Port and City is critical in reducing the amount of solid waste disposal that occurs in this sub-district. The City and Port would jointly plan, implement, and operate a program whereby buildings would be deconstructed, rather than demolished, and the resulting material would be recycled to the construction market as practicable. Material for recycling may include, and is not limited to, timbers and siding, ceramic fixtures, metal, and copper wiring. The City and Port may elect to partner with local job-training bridge programs to provide construction training opportunities to Oakland residents through their deconstruction program.	Prior to issuance of a demolition permit	City/Port
	Mitigation 4.9-8: Concrete and asphalt removed during demolition/construction shall be crushed on site or at a near site location, and reused in redevelopment or recycled to the construction market. Foundation and paving removal would generate substantial debris, and the City and Port would ensure these materials are crushed and recycled. As a first preference, these materials should be re-used on-site; as a second preference, they would be sold to the construction market. The City and Port would make every effort practicable to avoid disposal to landfill of this material. This mitigation measure may itself result in impacts to the environment relative to noise and air	On-going, during construction	City/Port

Environmental Impact	Standard Conditions of Approval/Mitigation Measures	Mitigation Implementation/ Monitoring:	
		Schedule	Responsibility
	quality. These impacts are discussed in Sections 4.4: Air Quality, and 4.15: Noise.		
	Mitigation 4.9-9: The City and Port shall require developers to submit a plan that demonstrates a good faith effort to divert at least 50 percent of the operations phase solid waste from landfill disposal. Each project sponsor of a redevelopment activity or subsequent redevelopment activity would be required to submit to the City or Port (depending on the location of the activity) a source reduction/waste diversion plan specifying how the activity will reduce solid waste disposal by 50 percent. The sponsor would be responsible for development and implementation of its plan, and for reporting its progress and success rate to the Port or City. Should the source reduction/diversion plan program not meet its stated goal, the sponsor would modify the plan until the desired level of reduction/diversion is achieved. While each plan would be specific, the following general topics should be addressed: • Goals. • Key personnel. • Quantification of waste. • Identification of waste materials. • Program elements. • Monitoring requirements and performance standards. • Reporting.	On-going during operations	City/Port
6. Comply with federal, State, and local statutes and regulations related to solid waste?	**See above for SCA UTL-2**		
7. Would the project violate applicable federal, state and local statutes and regulations relating to energy standards?	**See above for SCA UTL-1**		
8. Would the project result in a determination by the energy provider which serves or may serve the project that it does not have adequate capacity to serve the project's projected demand in addition to the providers' existing commitments and require or result in construction of new energy facilities or expansion of existing facilities, construction of which could cause significant environmental effects?	**See above for SCA UTL-1**		

EXHIBIT L

NOTICE ADDRESSES

Notices Address:

TENANT:

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

With a copy 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
Facsimile: (510) 834-5380

With a copy to: Law Office of Jeffrey A. Trant
60815 Falcon Pointe Lane
Bend, OR 97702
Attn: Jeffrey A. Trant, Esq.
Facsimile: (541) 639-8201

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

And to: Law Office of Marc Stice
2201 Broadway, Suite 604
Oakland, CA 94612
Attn: Marc Stice, Esq.
Facsimile: (510) 832-2638

LANDLORD:

City of Oakland
One Frank H. Ogawa Plaza, Third Floor
Oakland, CA 94612
Attention: City Administrator

With a copy to:

Oakland Army Base Project Manager
Office of Neighborhood Investment
250 Frank H. Ogawa Plaza
Oakland, CA 04612

Oakland City Attorney's Office
One Frank H. Ogawa Plaza, 6th Floor
Oakland, CA 94612
Attention: Supervising Attorney - Real Estate

EXHIBIT M1

RESTRICTIVE COVENANT

See the attached.

RECORDING REQUESTED BY
FIRST AMERICAN TITLE

RECORDING REQUESTED BY:
City of Oakland

2003466371 08/08/2003 11:56 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

46 PGS

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
Sacramento Regional Office
8800 Cal Center Drive
Sacramento, California 95826-3268
Attn: Anthony J. Landis, P.E.
Chief, Northern California Operations
Office of Military Facilities

159883

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

Former Oakland Army Base
Oakland, California

This Covenant to Restrict Use of Property ("Covenant") is made by and between the Oakland Base Reuse Authority and the City of Oakland by and through the Oakland Redevelopment Agency, collectively herein referred to as the "City or Covenantor," the current owner of property situated in Oakland, County of Alameda, State of California, described in Exhibit A, which is attached and incorporated here by this reference ("Property"), and the State of California, Department of Toxic Substances Control ("DTSC"). Pursuant to California Civil Code ("Civil Code") section 1471(a)(3), DTSC has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials, as defined in California Health and Safety Code ("Health and Safety Code") section 25260. The Covenantor and DTSC, collectively referred to as the "Parties," hereby agree that in accordance with Civil Code section 1471 and Health and Safety Code sections 25222.1 and 25355.5 that the use of the Property be restricted as set forth in this Covenant to protect human health, safety, and the environment and that this Covenant shall run with the land.

ARTICLE I
STATEMENT OF FACTS

1.01 The Property, totaling 363.5 acres, is more particularly described and depicted in Exhibit A. Exhibit A contains the Property map in seven sheets showing the Property boundary and the legal description in seventeen pages. The Property is located in a developed area of the former Oakland Army Base, in the City of Oakland, County of Alameda, State of California.

1.02 The Covenantor and DTSC entered into a Consent Agreement on September 27, 2002, and subsequently by agreement modified the Consent Agreement to include new signatories and other modifications. The Consent Agreement was resigned by all signatories on May 16, 2003. The Consent Agreement establishes the process and timetable for the completion of the response and corrective actions at specified portions of the Property. The Consent Agreement is on file with DTSC and the Covenantor.

1.03 As described in the Consent Agreement, the soil and groundwater at the Property are known to be contaminated with hazardous substances, as defined in Health and Safety Code section 25316, which include, but are not limited to, the following general contaminants of concern: metals, volatile organic compound, semi-volatile organic compounds, polynuclear aromatic hydrocarbons, polychlorinated biphenyls, and petroleum hydrocarbons. Several of these hazardous substances are carcinogens. The Property has not been fully characterized with respect to nature and extent, and risk resulting from the presence of these contaminants.

Based on preliminary analyses, DTSC has concluded that use of the Property in a manner inconsistent with the restrictions set forth in Article IV of this Covenant may entail an unacceptable health risk to the users or occupants of such property operated or occupied. DTSC has further concluded that the Property operated or occupied subject to the restrictions of this Covenant and subject to the restrictions and requirements set forth in the final Remedial Action Plan (RAP) dated September 27, 2002 and accompanying Risk Management Plan (RMP) dated September 27, 2002 which the Covenantor must implement pursuant to the Consent Agreement, does not present an unacceptable threat to human safety or the environment.

The RAP describes contamination in various locations throughout the base that is known to be significant, and describes means by which such contamination will be remediated. The RMP, which covers the entire Property, is a component of the remedies selected in the RAP. The RMP serves two purposes. The first is to determine and implement presumptive style remedies for locations with standard contaminant profiles and site conditions. These remedies apply to both known and as yet unidentified contaminated locations (RMP locations). It also contains a mechanism to elevate RMP locations to RAP sites if warranted. The second purpose of the RMP is to serve as an institutional control that establishes site identification and risk management protocols.

ARTICLE II
DEFINITIONS

2.01 Covenantor. "Covenantor" shall mean the Oakland Base Reuse Authority and the City of Oakland by and through the Oakland Redevelopment Agency.

2.02 DTSC. "DTSC" means the State of California, Department of Toxic Substances Control and includes its successor agencies, if any.

2.03 Occupant. "Occupant" shall mean any person or entity entitled by leasehold or other legal relationship to the right to occupy any portion of the Property.

2.04 Owner. "Owner" means the Covenantor and shall include the Covenantor's successors in interest, and their successors in interest, including heirs and assigns, during their ownership of all or any portion of the Property.

ARTICLE III
GENERAL PROVISIONS

3.01 Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively, "Environmental Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Environmental Restriction: (a) runs with the land pursuant to Health and Safety Code sections 25222.1 and/or 25355.5(a)(1)(C) and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property; (c) is for the benefit of, and is enforceable by DTSC; and (d) is imposed upon the entire Property unless expressly stated in a document or an attachment that a specific portion or area is the subject of a DTSC approved waiver to allow a restricted use. Exhibit B contains a DTSC approved interim land use waiver.

3.02 Binding upon Owner and Lessees/Occupants. Pursuant to Health and Safety Code section 25355.5(a)(1)(C), this Covenant binds all Owner and Occupants of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471(b), all successive owners of the Property are expressly bound hereby for the benefit of DTSC.

3.03 Written Notification of Hazardous Substance Release. The Owner and/or Occupant shall, at least thirty (30) days prior to the sale, lease, or rental of the Property, give written notice to the subsequent transferee that a release of hazardous substances has come to be located on or beneath the Property, pursuant to Health and Safety Code section 25359.7. Such written notice shall include a copy of this Covenant, and a notification of the restrictions on use of the property contained herein.

3.04 Incorporation into Deeds, Leases, or Rental Agreements. The Environmental Restrictions set forth herein shall be incorporated by reference in each and all deeds, leases, or rental agreements entered into for any portion of the Property to which they are in effect and applicable. Within ten (10) days of the effective date of this Covenant, the Covenantor shall provide a copy of this Covenant to all existing occupants on the Property.

3.05 Conveyance of Property. Until the Property has been certified as being free of known or suspected hazardous substance releases by DTSC per chapter 6.8 of the Health and Safety Code, the Owner shall provide to DTSC not less than ninety (90) days prior to any proposed conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances) notice of such proposed conveyance. The Owner shall provide notice to DTSC not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances).

3.06 Access for DTSC. DTSC shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by DTSC to protect the public health or safety or the environment.

ARTICLE IV
ENVIRONMENTAL RESTRICTIONS

4.01 **Environmental Restrictions.**

(a) Sensitive land uses, including, but not limited to, residential housing, schools, day-care facilities, hospitals, and hospices are prohibited.

(b) The construction of groundwater wells and extraction of groundwater from new and existing wells for all purposes are prohibited unless specifically approved by DTSC.

(c) Activities that disturb surface or subsurface soil, disturb existing soil covers, disturb or restrict access to groundwater monitoring wells, generate water in excavations, extract groundwater from excavations, or alter groundwater conditions are prohibited except as conducted pursuant to the RAP and RMP.

(d) The Owner and Occupants are required to comply with the RAP and RMP, including the provisions for soil and groundwater management, maintenance of existing cover or construction of new cover, mitigation measures during earthwork, management of below grade structures, and construction dewatering.

(e) The Owner is required to submit annual certification to DTSC attesting to compliance with Section 4.01 of this Covenant.

4.02 Procedures for Obtaining Waivers from DTSC.

(a) At any time before or after the effective date of this Covenant, the Owner, or with the Owner's consent, an Occupant, may request DTSC's approval of a waiver for a portion of the Property to be used in a manner inconsistent with the restrictions set forth in Section 4.01 of this Covenant or to engage in an activity prohibited by Section 4.01 of this Covenant. Such requests shall provide sufficient information to enable DTSC to evaluate the appropriateness of the request. DTSC shall act upon such requests as expeditiously as feasible, but in no event later than thirty (30) days after DTSC receives the request unless DTSC extends this period for no more than thirty (30) days upon written notice to the requesting party of the reason therefore. DTSC's extension as described above may occur more than once. DTSC shall base its decision on protection of public health and the environment.

(b) DTSC will consider any submittal of a remedial investigation workplan or remedial action decision document consistent with the RAP or RMP to be a waiver request for any included actions that are inconsistent with the restrictions set forth in Section 4.01 of this Covenant.

(c) Nothing in this Covenant shall be construed to require an Owner to apply for, or DTSC to issue, a variance, termination or release pursuant to Article VI of this Covenant, in order to obtain DTSC's approval of a request that a portion of the Property be used in a manner inconsistent with the restrictions set forth in Section 4.01 of this Covenant or to obtain DTSC's approval to engage in an activity prohibited by Section 4.01 of this Covenant.

(d) An Owner or Occupant may perform, or cause to be performed, any interior or exterior renovation, rehabilitation, or demolition without DTSC approval, as long as such activities are consistent with, and do not violate the terms of, this Covenant.

ARTICLE V
ENFORCEMENT

5.01 **Enforcement.** Failure of the Owner to comply with any of the Environmental Restrictions specifically applicable to it shall be grounds for DTSC to obtain injunctive relief prohibiting commencement or continuation of any activities restricted by this Covenant. Actual or threatened violation of this Covenant, including but not limited to commencement or completion of any activities that violate this Covenant, may be prohibited or restrained, or the interest intended for protection by this Covenant may be enforced, by injunctive relief or any other remedy as provided by law.

ARTICLE VI
VARIANCE, TERMINATION AND RELEASE

6.01 Variance. In addition to the procedures set forth in Section 4.02 of this Covenant, the Owner, or with the Owner's consent, any Occupant may apply to DTSC for a written variance from the provisions of this Covenant. DTSC will grant the variance only after finding that such a variance would be protective of human health, safety and the environment. Such application shall be made in accordance with Health and Safety Code section 25233. DTSC will grant the variance only after finding that such a variance would be protective of human health, safety and the environment.

6.02 Application for Termination. In addition to the procedures set forth in Section 4.02 of this Covenant, the Owner, or with the Owner's consent, any Occupant, may apply to DTSC for a termination of the Environmental Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with Health and Safety Code section 25234.

6.03 Release. This Covenant shall continue in effect in perpetuity unless ended by law or by DTSC under this paragraph 6.03. DTSC shall provide a release, suitable for recording, of the Environmental Restrictions in this Covenant with respect to a particular portion of the Property promptly after any of the following occur:

(a) DTSC approves an application for termination of the Covenant with respect to a portion or all of the Property pursuant to Section 6.02.

(b) DTSC makes a determination pursuant to this Section 6.03(b) without receiving an application, that any or all of the Environmental Restrictions on the use of any or all parts of the Property are no longer necessary to protect present or future human health, safety, or the environment. In making a determination pursuant to this Section 6.03(b) that any or all of the Environmental Restrictions on the use of any or all parts of the Property are no longer necessary to protect present or future human health or safety or the environment, DTSC shall make a finding that the hazardous materials that caused the land to be restricted have since been sufficiently investigated, removed or altered in a manner that allows DTSC to determine there is no significant existing or potential hazard to present or future human health or safety or the environment.

ARTICLE VII
MISCELLANEOUS

7.01 No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02 Recordation. The Covenantor shall record this Covenant, with Exhibits A and B, in the County of Alameda within ten (10) days of the Covenantor's receipt of a fully executed original.

7.03 Notices. Whenever any person gives or serves any notice ("notice" as used herein includes any demand or other communication with respect to this Covenant), each such notice shall be in writing and shall be deemed effective: (a) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (b) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Covenantor: Oakland Base Reuse Authority
700 Murmansk Street, Suite 3
Oakland, California 94607-5009
Attention: Aliza Gallo
Executive Director

To DTSC: Department of Toxic Substances Control
Sacramento Regional Office
8800 Cal Center Drive
Sacramento, California 95826-3268
Attention: Anthony J. Landis, P.E.
Chief, Northern California Operations
Office of Military Facilities

Any party may change its address or the individual to whose attention a notice is to be sent by giving written notice in compliance with this paragraph.

7.04 Partial Invalidity. If any portion of this Environmental Restriction or other terms set forth herein are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included.

7.05 Exhibits. All exhibits referenced in this Covenant are deemed incorporated into this Covenant by reference.

7.06 Section Headings. The section headings set forth in this Covenant are included for convenience and reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Covenant.

7.07 Representative Authority. The undersigned representative of each party to this Covenant certifies that he or she is fully authorized to enter into the terms and conditions of this Covenant and to execute and legally bind that party to this Covenant.

7.08 Statutory References. All statutory references include successor provisions.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor:

By: _____ Date: 5-16-2003
Jerry Brown
Mayor
City of Oakland

By: _____ Date: 5-15-2003
Aliza Gallo ALIZA GALLO
Executive Director
Oakland Base Reuse Authority

By: _____ Date: 5/15/03
Robert C. Bobb
City Manager/Agency Administrator
City of Oakland/Oakland Redevelopment Agency

Approved as to form and legality on _____

By: _____ CURTIS S. KIDDER Date: 5-16-03
for John Russo
City Attorney/Agency Council
City of Oakland/Oakland Redevelopment Agency

Department of Toxic Substances Control:

By: _____ Date: 6-7-03
Anthony J. Landis, P.E.
Chief, Northern California Operations
Office of Military Facilities

STATE OF CALIFORNIA)

)

COUNTY OF Alameda)

On this 15th day of May, in the year 2003, before me Cheryl M. Moore, a Notary Public in and for said State, personally appeared Aliza Gallo, personally known to me ~~(or 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.

WITNESS my hand and official seal.

CHERYL M. MOORE
Commission # 1299278
Notary Public - California
Alameda County
My Comm. Expires Apr 1, 2005

Signature C M Moore

STATE OF CALIFORNIA)

)

COUNTY OF Alameda)

On this 15th day of May, in the year 2003, before me Robert C. Bobb II, a ~~Notary Public in and for said State~~, personally appeared Cheryl M. Moore, Notary in state personally known to me (~~or 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.

WITNESS my hand and official seal.

Signature C M Moore

CHERYL M. MOORE
Commission # 1299275
Notary Public - California
Alameda County
My Comm. Expires Apr 1, 2005

STATE OF CALIFORNIA)

)

COUNTY OF ALAMEDA)

On this 16TH day of MAY, in the year 2013, before me JAMIE R. SMITH, a Notary Public in and for said State, personally appeared JERRY BROWN, personally known to me ~~(or 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.

WITNESS my hand and official seal.

JAMIE R. SMITH
Commission #1313659
Notary Public - California
Alameda County
My Comm. Expires Jul 17, 2005

Signature Jamie R. Smith

STATE OF CALIFORNIA)

)

COUNTY OF ALAMEDA)

On this 16TH day of MAY, in the year 2003, before me JAMIE R. SMITH, a Notary Public in and for said State, personally appeared CURTIS S. KIDDER, personally known to me (~~or 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.

WITNESS my hand and official seal.

JAMIE R. SMITH
Commission #1313659
Notary Public - California
Alameda County
My Comm. Expires Jul 17, 2005

Signature Jamie R. Smith

STATE OF CALIFORNIA)

)

COUNTY OF Sacramento)

On this 7th day of August, in the year 2003, before me Kathleen Duncan, a Notary Public in and for said State, personally appeared Anthony J. Landis, personally known to me (or 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.

WITNESS my hand and official seal.

KATHLEEN DUNCAN
Commission # 1324587
Notary Public - California
Sacramento County
My Comm. Expires Oct 26, 2005

Signature Kathleen Duncan

ILLEGIBLE NOTARY SEAL DECLARATION

(GOVERNMENT CODE 27361.7)

I declare under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

NAME OF NOTARY: CHERYL M. MOORE

COMMISSION NUMBER: 1299275

NOTARY PUBLIC STATE: CALIFORNIA

COUNTY: ALAMEDA

MY COMMISSION EXPIRES: APRIL 1, 2005

SIGNATURE OF DECLARANT: Paul C Donahue

PRINT NAME OF DECLARANT: **PAUL C. DONAHUE AGENT FOR FIRST AMERICAN TITLE GUARANTY COMPANY**

CITY AND STATE OF EXECUTION: **CITY OF OAKLAND, STATE OF CALIFORNIA**

DATE SIGNED: AUGUST 8, 2003

ILLEGIBLE NOTARY SEAL DECLARATION

(GOVERNMENT CODE 27361.7)

I declare under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

NAME OF NOTARY: JAMIE R. SMITH

COMMISSION NUMBER: 1313659

NOTARY PUBLIC STATE: CALIFORNIA

COUNTY: ALAMEDA

MY COMMISSION EXPIRES: JULY 17, 2005

SIGNATURE OF DECLARANT: Paul C. Donahue

PRINT NAME OF DECLARANT: **PAUL C. DONAHUE AGENT FOR FIRST AMERICAN TITLE GUARANTY COMPANY**

CITY AND STATE OF EXECUTION: **CITY OF OAKLAND, STATE OF CALIFORNIA**

DATE SIGNED: AUGUST 8, 2003

ILLEGIBLE NOTARY SEAL DECLARATION

(GOVERNMENT CODE 27361.7)

I declare under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

NAME OF NOTARY: KATHLEEN DUNCAN

COMMISSION NUMBER: 1324587

NOTARY PUBLIC STATE: CALIFORNIA

COUNTY: SACRAMENTO

MY COMMISSION EXPIRES: OCTOBER 26, 2005

SIGNATURE OF DECLARANT: Paul C Donahue

PRINT NAME OF DECLARANT: **PAUL C. DONAHUE AGENT FOR FIRST AMERICAN TITLE GUARANTY COMPANY**

CITY AND STATE OF EXECUTION: **CITY OF OAKLAND, STATE OF CALIFORNIA**

DATE SIGNED: AUGUST 8, 2003

EXHIBIT A

MAP OF PROPERTY
AND
LEGAL DESCRIPTION

(The legal description has seventeen pages and the Property map includes seven sheets.)

Exhibit "A"
Legal Description
Economic Development Conveyance Property
Oakland Army Base

All that certain real property, in the City of Oakland, County of Alameda, State of California, described as follows:

Parcel 1

A portion of the lands described in that certain Final Judgment, United States of America vs. Southern Pacific Railroad Company, et al., Case No. 22212-R, District Court of the United States in and for the Northern District of California, Southern Division, recorded October 23, 1943, in Book 4453 of Official Records, Page 70 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4453 O.R. 70) being that portion of said lands described as "Parcel 3" in an unrecorded "Transfer and Acceptance of Military Real Property", from the Naval Facilities Engineering Command to the Department of the Army, Sacramento District Engineers, Dated October 22, 1970; A portion of the Parcel of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded March 2, 1942, in Book 4189 of Official Records, Page 197 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4189 O.R. 197); A portion of that parcel of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded February 15, 1979 as Document 79-030025, in the Office of the Recorder of said Alameda County (hereinafter referred to as Doc. 79-030025); A portion of those Parcels of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded April 23, 1941, in Book 4017 of Official Records, Page 485 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4017 O.R. 485); A portion of those Parcels of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded October 6, 1941, in Book 4121 of Official Records, Page 191 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4121 O.R. 191); A portion of the lands described in that certain Final Judgment as to Tract 5, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 16, 1951 in Book 6361 of Official Records, Page 334 in the Office of the Recorder of said Alameda County (hereinafter referred to as 6361 O.R. 334); A portion of the lands described in that certain Final Judgment as to Tract 23, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded January 11, 1950 in Book 5987 of Official Records, Page 319 in the Office of the Recorder of said Alameda County (hereinafter referred to as 5987 O.R. 319); And a portion of the lands described in that certain Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland, et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 24, 1960, Reel 032, Image 660 of Official Records in the Office of the Recorder of said Alameda County (hereinafter referred to as Reel: 32, Image:660) all of which are more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well, marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence South 38°00'05" West, 989.35 feet to the eastern most corner of Parcel Seven as described in that certain Quitclaim Deed, recorded on June 15, 1999 as Doc. No. 99-222447 of Official Records, in the Office of the Recorder of Alameda County (hereinafter referred to as Doc. 99-222447), being a point on the agreed upon location of the "Low Tide Line of 1852" as described in City of Oakland Ordinance No. 3099 a certified copy of which was recorded on October 10, 1910 in Book 1837 of Deeds, Page 84, in the Office of the Recorder of Alameda County (hereinafter referred to as 1837 Deeds 84), said point being marked by a pin set in concrete in a monument well, as shown on said Army Map and being the **POINT OF BEGINNING** of Parcel 1 as herein described;

Thence departing from said agreed upon location of the "Low Tide Line of 1852", along the northeastern, northern and northwestern lines of said Parcel Seven (Doc. 99-222447), the following eight courses:

1) North 51°26'28" West 40.85 feet to the beginning of a non-tangent curve concave southeasterly, having a radius of 137.91 feet and a central angle of 36°35'48", from which beginning the radius point bears South 12°23'22" East;

2) along said curve to the left, an arc distance of 88.09 feet;

3) South 41°00'50" West, 320.04 feet;

4) South 48°54'49" East, 5.00 feet;

5) South 41°00'50" West, 423.59 feet;

6) North 81°57'10" West, 8.34 feet;

7) South 41°00'50" West, 10.00 feet;

8) South 48°59'10" East, 12.14 feet to a point on the northern line of Seventh Street as described by City of Oakland in Ordinance No. 481 N.S. finally passed by the Council of the City of Oakland on June 17, 1913;

Thence westerly along said northern line of Seventh Street, North 81°57'10" West 54.98 feet to the southwest corner of Parcel No. 2, Tract 14 as described in said Final Judgment as to Interests

of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland, et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L (Reel: 32, Image:660);

Thence departing from the said northern line of Seventh Street, along the northwestern line of said Parcel 2, Tract 14 (Reel: 32, Image:660) also being the northwestern line of Maritime Street, North 41°00'50" East, 4524.40 feet to the southeasterly corner of Parcel 1, Tract 14 (Reel: 32, Image:660);

Thence departing from the said northwestern line of said Parcel 2, Tract 14 (Reel: 32, Image:660) also being the northwestern line of Maritime Street, along the generally southern lines of said Parcel 1, Tract 14 the following nine courses:

1) North 81°56'51" West, 519.29 feet;

2) North 08°03'07" East, 936.41 feet;

3) South 86°48'30" West, 500.27 feet;

4) South 59°33'40" West, 589.58 feet;

5) North 75°26'49" West, 983.14 feet;

6) South 49°35'36" West, 978.73 feet;

7) North 40°23'33" West, 539.98 feet;

8) South 31°07'59" West, 1610.00 feet;

9) South 82°10'52" West, 510.13 feet to a point on said southern line, from which the southwest corner of said Parcel 1, Tract 14 bears South 82°10'52" West 3279.06 feet, said point being the southeast corner of that portion of Parcel 1 of Tract 14 that is alleged to have been transferred to the General Services Agency by the Army in an unrecorded form entitled "Real Property Acquisition Advice" dated March 28, 1983 and which alleges to describe the "underwater portion of Tract A-114 comprising the westward 138 acres+/-" (hereinafter referred to as the GSA Parcel);

Thence departing from the said generally southern line of said Parcel 1, Tract 14, along a line that is parallel with the western line of said Parcel 1, Tract 14, being the eastern line of the GSA Parcel, North 01°07'59" East 1113.29 feet;

Thence departing from said parallel line at right angles, South 88°52'01" East 611.72 feet to an angle point on the existing face of wharf located at the portion of the Oakland Army Base formerly known as Pier 7;

Thence northerly and westerly along said face of wharf, the following two courses:

1) North 41°16'18" East, 124.89 feet;

2) North 48°38'16" West, 249.42 feet to a point in the existing western perimeter fence line of said Pier 7;

Thence northerly along the said western perimeter fence line of Pier 7, the following two courses:

1) North 20°41'10" West, 640.82 feet;

2) North 1°48'40" West, 114.71 feet to a point on the southern line of Parcel "S" as described in that certain Indenture and Conveyance by and between the State of California acting by and through it's Department of Public Works and the California Toll Bridge Authority, and City of Oakland, acting by and through it's Board of Port Commissioners and recorded on February 17, 1942 in Book 4186 of Official Records, at Page 156 in the Office of the Recorder of Alameda County (hereinafter referred to as 4186 O.R. 156);

Thence along the southern line of said Parcel "S" (4186 O.R. 156), the following two courses:

1) North 88°08'30" East, 291.86 feet;

2) North 81°36'26" East, 3747.00 feet to the western most corner of said lands described in Final Judgment as to Tract 5, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L, (6361 O.R. 334);

Thence along the northern line of said Tract 5, North 64°17'11" East 397.63 feet to the western most corner of said lands described in Final Judgment as to Tract 23, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L (5987 O.R. 319) said angle point being marked by a 1 ½" brass disc with punch in the top of a concrete culvert as shown on said Army Map;

Thence along the northern line of said Tract 23, North 71°46'34" East 111.41 feet to the western most corner of Parcel 56444 as described in that certain Quitclaim Deed (I-880 Connector Corridor) recorded on February 13, 2002 as Document No. 2002072863 of Official Records in the Office of the Recorder of Alameda County (hereinafter referred to as Doc. 2002072863) said western corner being marked by a 1" iron pipe and CalTrans cap as shown on Record of Survey No. 1687, filed in Book 25 of Surveys, Pages 58-69, Alameda County Official Records, said western most corner of Parcel 56444 is further described as being the beginning of a non-tangent curve in the southwesterly line of said Parcel 56444, whose radius point bears South 8°37'39" West from said western most corner of Parcel 56444, said non-tangent curve being concave southwesterly, having a radius of 1457.00 feet, a central angle of 9°28'45";

Thence, along the generally southwestern line of said Parcel 56444, the following fifteen courses:

1) along said curve to the right, an arc distance of 241.05 feet;

2) South 63°07'59" East, 314.87 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;

3) South 59°26'20" East, 388.09 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;

4) South 54°38'31" East, 108.88 feet;

5) South 71°14'04" East, 214.96 feet;

6) South 68°12'53" East, 121.49 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;

7) South 52°34'03" East, 57.26 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;

8) South 26°23'46" West, 50.81 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;

9) South 67°50'56" East, 108.73 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;

10) North 40°50'20" East, 50.00 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;

11) South 59°26'20" East, 469.79 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;

12) South 64°31'30" East, 100.40 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;

13) South 59°20'55" East, 161.93 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687 marking the beginning of a non-tangent curve concave southwesterly, having a radius of 926.00 feet and a central angle of 13°07'36", from which the radius point bears South 31°52'38" West;

14) along said curve to the right, an arc distance of 212.15 feet to a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687 marking the beginning of a non-tangent curve concave westerly, having a radius of 926.00 feet and a central angle of 57°35'58", from which the radius point bears South 47°51'29" West;

15) along said curve to the right an arc distance of 930.91 feet to the intersection of said curve with the southeastern line of Parcel No. 1 as described in said Indenture between the Southern Pacific Company and the United States of America (4121, Page 191);

Thence along the southeastern line of said lands of said Parcel 1 (4121 O.R. 191), the southeastern line of the said parcel of land described in the Indenture between the Southern Pacific Company and the United States of America (Doc. 79-030025) and the southeastern line of said parcel of land described in the Indenture between the Southern Pacific Company and the United States of America (4189 O.R. 197), South 44°38'39" West, 2418.42 feet to an angle point in the southeastern line of said parcel;

Thence continuing along said southeastern line (4189 O.R. 197), South 50°22'32" West, 2558.74 feet to the eastern most corner of Parcel Six of said Quitclaim Deed (Doc. 99222447);

Thence along the northern line of said Parcel Six, the following six courses:

1) North 81°56'42" West, 579.78 feet;

2) North 56°26'26" West, 360.91 feet;

3) North 20°08'21" West, 15.45 feet;

4) North 14°24'00" West, 25.00 feet;

5) North 00°04'48" East, 10.68 feet;

6) North 51°26'30" West, 210.65 feet to the **POINT OF BEGINNING**, containing 15,425,853 square feet (354.129 acres), more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

EXCEPTING THEREFROM, that portion of Parcel 1, as hereinabove described, commonly referred to as the **"Building 780 Parcel"** being more particularly described as follows:

<u>Parcel 1A</u>

A portion of that certain Parcel of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded March 2, 1942, in Book 4189 of Official Records, Page 197 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4189 O.R. 197), being Parcel B as described in that unrecorded "Transfer and Acceptance of Military Real Property" from the Military Traffic Management Command of the Oakland Army Base to the 63rd R.S.C., dated December 17, 1998 (hereinafter referred to as the Building 780 Parcel), and being more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990,

filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence North 77°06'11" East 1106.11 feet to the western most corner of said Building 780 Parcel, said corner being marked by a bolt and washer stamped "LS 6379", being the **POINT OF BEGINNING** of Parcel 1A as herein described;

Thence along the northwest, northeast, southeast and generally southwestern lines of said Building 780 Parcel, the following eight courses:

1) North 08°06'06" East, 425.20 feet to the northern most corner of said parcel, said corner being marked by a concrete nail and shiner stamped "LS 6379";

2) South 81°58'14" East, 655.73 feet to the eastern most corner of said parcel;

3) South 08°01'46" West, 294.89 feet to the southeast corner of said parcel, said corner being marked by a pipe and plug stamped "LS 6379";

4) North 82°02'59" West, 117.67 feet to an angle point in said generally southwestern line, said angle point being marked by a pipe and plug stamped "LS 6379";

5) North 07°49'06" East, 31.76 feet to an angle point in said generally southwestern line, said angle point being marked by a pipe and plug stamped "LS 6379";

6) North 82°00'47" West, 261.81 feet to an angle point in said generally southwestern line;

7) South 07°59'16" West, 161.25 feet to an angle point in said southwesterly line, said angle point being marked by a 2.5" brass disk and bolt stamped "LS 6379";

8) North 82°03'57" West, 276.78 feet to the **POINT OF BEGINNING**, containing 221,199 square feet (5.078 acres) more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

AND ALSO EXCEPTING THEREFROM, that portion of Parcel 1 as hereinabove described, commonly referred to as the **"Building 762 Parcel"** being more particularly described as follows:

Parcel 1B

A portion of that Parcel of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded February 15, 1979 as Document 79-030025, in the Office of the Recorder of said Alameda County (hereinafter referred to as Doc. 79-030025); A portion of the Parcel of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded March 2, 1942, in Book 4189 of Official Records, Page 197 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4189 O.R. 197); A portion of the lands described in that certain Final

Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland, et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 24, 1960, Reel 032, Image 660 of Official Records in the Office of the Recorder of said Alameda County (herein after referred to as Reel:032, Image 660), being the "Parcel Encompassing Building 762" as described in that certain unrecorded "Transfer and Acceptance of Military Real Property" from the Military Traffic Management Command of the Oakland Army Base to the 63rd R.S.C., dated September 3, 1997 (herein after referred to as the Building 762 Parcel), and being more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence, North 43°48'16" East 958.07 feet to the western most corner of said Building 762 Parcel, said corner being marked by a 5/8" rebar with plastic cap stamped "LS 5671" being the **POINT OF BEGINNING** of Parcel 1B as herein described;

Thence, along the northwest, northeast, southeast and southwest lines of said parcel the following four courses:

1) North 41°02'39" East, 238.78 feet to the northern most corner of said parcel;

2) South 82°00'39" East, 299.96 feet to the eastern most corner of said parcel, said corner being marked by a 5/8" rebar with plastic cap stamped "LS 5671";

3) South 07°51'10" West, 200.86 feet to the southern most corner of said parcel, said corner being marked by a 5/8" rebar with plastic cap stamped "LS 5671";

4) North 81°54'53" West, 430.68 feet to the **POINT OF BEGINNING**, containing 73,278 square feet (1.682 acres) more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

The net area for Parcel 1 as herein above described (Parcel 1 area minus the areas for the Building 762 & 780 Parcels) contains 15,131,376 square feet (347.369 acres) more or less, measured in ground distances, of which 2,171,539 square feet (49.852 acres) is comprised of submerged lands, and 12,959,837 square feet (297.517 acres) is comprised of wharf structures and uplands.

Parcel 2

A portion of the Parcels of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded April 23, 1941, in Book 4017 of Official Records, Page 485 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4017 O.R. 485); A portion of the Parcels of land described in that certain Indenture between the Southern Pacific Company and the United States of America, recorded October 6, 1941, in Book 4121 of Official Records, Page 191 in the Office of the Recorder of said Alameda County (hereinafter referred to as 4121 O.R. 191); A portion of the lands described in that certain Final Judgment as to Tract 1 and as to Lack of Interests of Certain Persons as to Property Subject to the Above Action, United States of America vs. Santa Fe Land and Improvement Co., Southern Pacific Railroad Company, et al., Case No. 23099-S, District Court of the United States in and for the Northern District of California, Southern Division, recorded October 22, 1951, in Book 6566 of Official Records, Page 301 in the Office of the Recorder of said Alameda County (hereinafter referred to as 6566 O.R. 301); A portion of the lands described in that certain Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland, et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 24, 1960, Reel 032, Image 660 of Official Records in the Office of the Recorder of said Alameda County (hereinafter referred to as Reel:032, Image 660); A portion of the lands described in that certain Final Judgment as to Tract 5, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 16, 1951 in Book 6361 of Official Records, Page 334 in the Office of the Recorder of said Alameda County hereinafter referred to as 6361 O.R. 334); A portion of the lands described in that certain Final Judgment as to Parcel No. 6, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded May 23, 1960, Reel 092, Image 111 of Official Records, in the Office of the Recorder of said Alameda County (hereinafter referred to as Reel:092, Image:111), all of which are more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence North 48°22'05" East, 5692.24 feet to the northern most corner of Parcel 1, Tract 1 as described in said Final Judgment as to Tract 1 and as to Lack of Interests of Certain Persons as to Property Subject to the Above Action, United States of America vs. Santa Fe Land and Improvement Co., Southern Pacific Railroad Company, et al., Case No. 23099-S (6566 O.R. 301), said corner being the northwesterly terminus of the course "North 71°40'17" West 585.40 feet" in the description for said Parcel 1, Tract 1 (6566 O.R. 301), said corner being marked by a 2 ½" brass disk with punch mark stamped "City of Oakland Survey Station 8NW9" as shown on Record of Survey No. 1705, filed in Book 26 of Records of Surveys, at Page 1, Alameda County

Official Records, said corner being the POINT OF BEGINNING of Parcel 2 as herein described;

Thence, along the northeastern, southeastern and southwestern lines of said Parcel 1, Tract 1 (6566 O.R. 301) the following six courses:

1) South 70°28'41" East, 585.40 feet to an angle point in said line;

2) South 72°37'22" East, 182.32 feet to an angle point in said line;

3) South 76°59'49" East, 90.66 feet to an angle point in said line;

4) South 73°41'18" East, 136.19 feet to the eastern most corner of said Parcel 1 , Tract 1(6566 O.R. 301);

5) South 17°25'06" West, 105.53 feet to the southern most corner of said Parcel 1, Tract 1 (6566 O.R. 301) said corner being the beginning of a non-tangent curve concave southwesterly, having a radius of 682.89 feet and a central angle of 9°29'05", from which beginning the radius bears South 41°48'27" West;

6) along said curve to the left, an arc distance of 113.04 feet to the northeast corner of Parcel 2 described in said Indenture between the Southern Pacific Company and the United States of America (4121 O.R. 191);

Thence along the southeastern line of said Parcel 2 (4121 O.R. 191), South 30°58'28" West, 943.37 feet to the eastern most corner of Parcel 56444 as described in that certain Quitclaim Deed, recorded on February 13, 2002 as Document No. 2002072863 of Official Records, in the Office of the Recorder of Alameda County (hereinafter referred to as Doc. 2002072863);

Thence along the northeastern line of said Parcel 56444 (Doc. 2002072863) the following two courses:

1) North 42°37'24" West, 128.15 feet to the beginning of a curve concave southwesterly, having a radius of 1647.00 feet and a central angle of 0°35'58";

2) along said curve to the left, an arc distance of 17.23 feet to a point on the southeastern line of Parcel A as described in an unrecorded "Transfer and Acceptance of Military Real Property" from the Military Traffic Management Command of the Oakland Army Base to the 63rd R.S.C., dated December 17, said Parcel A being commonly referred to as the "Subaru Lot" (said Parcel A will hereinafter be referred to as the Subaru Lot); said southeastern line being the course "South 56°00'54" West, 39.01 feet" in the description of said Parcel A (the Subaru Lot);

Thence departing from the said northeastern line of Parcel 56444 (Doc. 2002072863), along the southeastern, eastern, northeastern and northern lines of said Parcel A (the Subaru Lot), the following twenty-four courses:

1) North 56°00'39" East, 30.42 feet to an angle point in said line;

2) North 49°48'18" East, 93.04 feet to an angle point in said line, said point being marked by a nail and washer with tag stamped LS 6379;

3) North 40°33'22" East, 49.03 feet to an angle point in said line, said point being marked by a nail and washer with tag stamped LS 6379;

4) North 37°08'59" East, 99.92 feet to an angle point in said line, said point being marked by a nail and washer with tag stamped LS 6379;

5) North 30°42'24" East, 148.96 feet to an angle point in said line, said point being marked by a nail and washer with tag stamped LS 6379;

6) North 25°50'39" East, 100.04 feet to the beginning of a curve concave westerly having a radius of 199.99 feet and a central angle of 25°52'29", said beginning of curve being marked by a nail and washer with tag stamped LS 6379;

7) along said curve to the left, an arc distance of 90.32 feet to the beginning of a curve concave southwesterly, having a radius of 354.97 feet and a central angle of 59°49'02", said beginning of curve being marked by a nail and washer with tag stamped LS 6379;

8) along said curve to the left, an arc distance of 370.59 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped LS 6379;

9) North 71°25'40" West, 87.02 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped LS 6379;

10) North 74°35'56" West, 103.17 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped LS 6379;

11) North 71°46'24" West, 32.44 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped LS 6379;

12) North 70°14'16" West, 101.26 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped LS 6379;

13) North 69°21'45" West, 49.64 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped LS 6379;

14) North 63°28'21" West, 40.88 feet to an angle point in said line, said point being marked by a ¾" brass tag in concrete stamped LS 6379;

15) North 66°07'36" West, 44.94 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped LS 6379;

16) North 69°32'54" West, 44.74 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped LS 6379;

17) North 72°38'25" West, 67.85 feet to an angle point in said line, said point being marked by a 1 ½" brass disk with bolt stamped LS 6379;

18) North 70°15'39" West, 49.25 feet to an angle point in said line, said point being marked by a 1" iron pipe with plug stamped LS 6379;

19) South 80°41'00" West, 170.83 feet to an angle point in said line, said point being marked by a 1" iron pipe with plug stamped LS 6379;

20) North 87°09'05" West, 415.50 feet to beginning of a curve concave southerly, having a radius of 299.98 feet and a central angle of 25°11'31", said beginning of curve being marked by a 1" iron pipe with plug stamped LS 6379;

21) along said curve to the left, an arc distance of 131.90 feet to an angle point in said line;

22) South 67°39'24" West, 25.68 feet to the beginning of a curve concave southeasterly, having a radius of 199.99 feet and a central angle of 39°56'30", said beginning of curve being marked by a 1" iron pipe with plug and tack stamped LS 6379;

23) along said curve to the left, an arc distance of 139.42 feet to the beginning of a curve concave easterly, having a radius of 20.00 feet and a central angle of 29°55'43", said beginning of curve being marked by a 1 ½" brass disk and spike stamped LS 6379;

24) along said curve to the left, an arc distance of 10.45 feet to the intersection of said curve with the northeastern line of said Parcel 56444 (Doc. 2002072863), being a point on the course described as "South 65°41'47" East 135.08 feet" in the description of said Parcel 56444 (Doc. 2002072863);

Thence along said northeastern line of Parcel 56444 (Doc. 2002072863), the following seven courses:

1) North 65°41'40" West, 109.04 feet to an angle point in said line;

2) North 49°47'18" West, 162.81 feet to an angle point in said line;

3) North 54°46'46" West, 103.19 feet to an angle point in said line, said angle point being marked by a 1" iron pipe and CalTrans cap as shown on Record of Survey No. 1687 filed in Book 25 of Records of Surveys, at Pages 58-69, Alameda County Official Records;

4) North 47°07'33" West, 55.66 feet to the beginning of a curve concave southwesterly, having a radius of 1160.00 feet and a central angle of 12°07'10", said beginning of curve being marked by a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;

5) along said curve to the left, an arc distance of 245.37 feet to an angle point in said line, said angle point being marked by a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;

6) North 59°14'43" West, 262.30 feet to an angle point in said line, said angle point being marked by a 1" iron pipe and CalTrans cap as shown on said Record of Survey No. 1687;

7) North 57°29'34" West, 66.49 feet to a point on a non-tangent curve concave southerly, having a radius of 1252.80 feet and a central angle of 8°05'48", from which the radius point bears South 08°32'47" East, said beginning of non-tangent curve being on a point on the generally northern line of "Parcel 3, Baldwin Yard" as shown on Record of Survey No. 1704, filed in Book 26 of Records of Surveys, at Page 65, Alameda County Official Records;

Thence departing from said northeastern line of Parcel 56444 (Doc. 2002072863), along said generally northern line of "Parcel 3, Baldwin Yard", the following three courses:

1) along said curve to the right, an arc distance of 177.04 feet to the beginning of a non-tangent curve concave southerly having a radius of 3336.10 feet and a central angle of 19°16'27", from which the radius point bears South 00°34'42" East;

2) along said curve to the right, an arc distance of 1122.26 feet to an angle point in said line;

3) South 71°17'43" East, 326.69 feet to an angle point in said line;

Thence departing from said generally northern line, South 70°28'52" East, 223.98 feet to a point on the northwest line of Parcel 2, Tract 14 as described in said Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L (Reel: 32, Image:660) also being the northwest line of former 34th Street (now Wake Avenue);

Thence along said northwest line of said Parcel 2, Tract 14 (Reel: 32, Image:660), North 79°57'58" East, 36.10 feet to the eastern most corner of said lands described in said Final Judgment as to Parcel No. 6, United States of America vs. City of Oakland, State of California, et al., Case No. 21930-L (Reel: 92, Image: 111);

Thence departing from said northwest line of said Parcel 2, Tract 14 (Reel: 32, Image:660), South 13°11'35" East, 60.09 feet to a point on the southeast line of said Parcel 2, Tract 14, also being the southeast line of former 34th Street (now Wake Avenue);

Thence along said southeast line of said Parcel 2, Tract 14 (Reel: 32, Image:660), North 79°57'58" East 11.54 feet to the **POINT OF BEGINNING**, containing 700,924 square feet (16.091 acres) more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

TOGETHER WITH:

Parcel 2A

All right, title and interest in and to Tract 1, Parcel 2 described in that certain Final Judgment as to Tract 1 and as to Lack of Interests of Certain Persons as to Property Subject to the Above Action, United States of America vs. Santa Fe Land and Improvement Co., Southern Pacific Railroad Company, et al., Case No. 23099-S, District Court of the United States in and for the Northern District of California, Southern Division, recorded October 22, 1951, in Book 6566 of Official Records, Page 301 in the Office of the Recorder of said Alameda County (hereinafter referred to as 6566 O.R. 301), being (1) all right title and interest in and to the existing over-head vehicular and/or railroad trestle located on said land (to the extent that the trestle still exists), and (2) A Perpetual Easement to use, patrol, maintain, operate, repair and/or reconstruct said existing over-head vehicular and/or railroad trestle in, over and across the property, including (but not by way of limitation) all such rights as were created by deed from Southern Pacific Railroad Company, a corporation, et al., to State of California, dated January 26, 1940 and recorded December 18, 1940 in Volume 4015 at page 159, Official Records of Alameda County (hereinafter referred to as 4015 O.R. 159), and being more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence North 48°22'05" East, 5692.24 feet to the northern most corner of Parcel 1, Tract 1 as described in said Final Judgment as to Tract 1 and as to Lack of Interests of Certain Persons as to Property Subject to the Above Action, United States of America vs. Santa Fe Land and Improvement Co., Southern Pacific Railroad Company, et al., Case No. 23099-S (6566 O.R. 301), said corner being the northwestern terminus of the course described as "North 71°40'17" West 585.40 feet" in the description of said Parcel 1, Tract 1 (6566 O.R. 301), said corner being marked by a 2½" brass disk with punch mark stamped "City of Oakland Survey Station 8NW9" as shown on Record of Survey No. 1705, filed in Book 26 of Records of Surveys, at Page 1, Alameda County Official Records;

Thence, along the generally northeastern line of said Parcel 1, Tract 1 (6566 O.R. 301) the following four courses:

1) South 70°28'41" East, 585.40 feet to an angle point in said line;

2) South 72°37'22" East, 182.32 feet to an angle point in said line;

3) South 76°59'49" East, 90.66 feet to an angle point in said line;

4) South 73°41'18" East, 136.19 feet to the eastern most corner of said Parcel 1, Tract 1 (6566 O.R. 301), said corner being the POINT OF BEGINNING of Parcel 2A as herein described;

Thence South 73°42'10" East, 3.70 feet to the beginning of a non-tangent curve concave southwesterly, having a radius of 534.64 feet and a central angle of 33°28'21, from which the radius point bears South 36°56'18" West;

Thence along said curve to the right, an arc distance of 312.34 feet to the beginning of a non-tangent curve concave westerly, having a radius of 3984.81 feet and a central angle of 1°34'21", from which beginning the radius point bears North 70°35'22" West;

Thence along said curve to the right, an arc distance of 109.36 feet to the beginning of a non-tangent curve concave westerly, having a radius of 4595.37 feet and a central angle of 0°17'23", from which beginning the radius point bears North 69°01'01" West;

Thence along said curve to the right, an arc distance of 23.24 feet;

Thence South 05°47'40" East, 45.22 feet;

Thence South 25°13'46" West, 15.00 feet to the beginning of a non-tangent curve concave southeasterly, having a radius of 655.70 feet and a central angle of 3°38'17", from which the radius point bears South 54°58'48" East;

Thence along said curve to the left, an arc distance of 41.63 feet to the beginning of a non-tangent curve concave southwesterly, having a radius of 434.65 feet and a central angle of 52°03'51", from which beginning the radius point bears North 84°55'35" West;

Thence along said curve to the left, an arc distance of 394.96 feet to the beginning of a non-tangent curve concave southwesterly, having a radius of 682.84 feet and a central angle of 1°11'51", from which beginning the radius point bears South 44°12'24" West;

Thence along said curve to the left, an arc distance of 14.27 feet;

Thence North 17°25'06" East, 105.53 feet to the POINT OF BEGINNING, containing 34,969 square feet (0.803 acres) more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal description.

AND ALSO TOGETHER WITH:

Parcel 2B

That portion of the lands described in that certain Indenture between the United States of America and the East Bay Municipal Utility District, recorded August 22, 1973 at Reel 3494, Image 953 in the office of the Recorder of said Alameda County (Reel:3494, Image:953), being

an Easement for Army Drill Track Purposes over and across said portion of lands (Reel:3494, Image:953) being more particularly described as follows:

COMMENCING at City of Oakland monument No. 7SE13, said monument being a pin set in concrete, in a monument well marking the intersection of the centerlines of Maritime Street and 10th Street, as said streets are shown on that unrecorded map entitled "Oakland Army Terminal Boundary Map" prepared by Wilsey & Ham Engineers in 1958 for the U.S. Army Corps of Engineers, File No. 45-I-286 (hereinafter referred to as the Army Map), said monument is further described as being Port of Oakland Monument ID H006 as shown upon Record of Survey 990, filed for record in Book 18 of Records of Surveys, at Pages 50-60, Alameda County Official Records;

Thence North 48°22'05" East, 5692.24 feet to the northern most corner of Parcel 1, Tract 1 as described in said Final Judgment as to Tract 1 and as to Lack of Interests of Certain Persons as to Property Subject to the Above Action, United States of America vs. Santa Fe Land and Improvement Co., Southern Pacific Railroad Company, et al., Case No. 23099-S (6566 O.R. 301), said corner being the northwestern terminus of the course described as "North 71°40'17" West 585.40 feet" in the description of said Parcel 1, Tract 1 (6566 O.R. 301), being a point on the southeast line of Parcel 2, Tract 14 as described in that certain Final Judgment as to Interests of Defendant City of Oakland, A Municipal Corporation, United States of America vs. City of Oakland, et al., Case No. 21758-L, Case No. 21930-L, Case No. 22084-L, District Court of the United States in and for the Northern District of California, Southern Division, recorded February 24, 1960, Reel 032, Image 660 of Official Records in the Office of the Recorder of Alameda County (hereinafter referred to as Reel: 32, Image:660), said corner being marked by a 2 ½" brass disk with punch mark stamped "City of Oakland Survey Station 8NW9" as shown on Record of Survey No. 1705, filed in Book 26 of Records of Surveys, at Page 1, Alameda County Official Records;

Thence along said southeast line of said Parcel 2, Tract 14 (Reel: 32, Image:660), also being the southeast line of former 34th Street (now Wake Avenue) the following two courses:

1) North 79°57'58" East, 295.64 feet;

2) North 76°48'55" East, 942.61 feet to a point on a curve that is concentric with and 60.00 feet westerly of the western line of the Southern Pacific Company Right of Way, as said right of way is shown upon said unrecorded map (the Army Map), said western line also being the eastern line of said easement for drill track purposes (Reel:3494, Image:953), said concentric curve being a non-tangent curve concave westerly, having a radius of 7529.50 feet and a central angle of 4°36'37", from which the radius point bears North 75°31'12" West, said point on said concentric curve being the POINT OF BEGINNING of Parcel 2B as herein described;

Thence along said concentric curve to the left, an arc distance of 605.85 feet to the beginning of a compound curve concave westerly, having a radius of 10632.98 feet and a central angle of 1°47'52", from which beginning the radius point bears North 80°07'49" West, said compound curve also being concentric with and 60.00 feet westerly of the western line of the said Southern

Pacific Company Right of Way as said right of way is shown upon said unrecorded map (the Army Map);

Thence along said concentric curve to the left, an arc distance of 333.62 feet to the northeastern line of the said lands described in that certain Indenture between the United States of America and the East Bay Municipal Utility District (Reel:3494, Image:953);

Thence along said northeastern line South 58°07'37" East, 65.54 feet to a point on said western line of the said Southern Pacific Company Right of Way as said right of way is shown upon said unrecorded map (the Army Map), said point being the beginning of a non-tangent curve concave westerly, having a radius of 10692.98 feet and a central angle of 1°39'22", from which beginning the radius point bears North 81°47'10" West;

Thence along said western line of the said Southern Pacific Company right of way as said right of way is shown upon said unrecorded map (the Army Map) the following two courses:

1) along said curve to the right, an arc distance of 309.06 feet to the beginning of a compound curve, concave westerly having a radius of 7589.49 feet and a central angle of 4°22'23";

2) along said curve to the right, an arc distance of 579.26 feet to said southeast line of said Parcel 2, Tract 14 (Reel: 32, Image:660);

Thence along said southeast line of said Parcel 2, Tract 14 (Reel: 32, Image:660), South 76°48'55" West, 67.67 feet to the **POINT OF BEGINNING**, containing 54,841 square feet (1.259 acres) more or less, measured in ground distances, as depicted on the Plat to Accompany Legal Description, attached and hereby made a part of this legal 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 Records of Surveys, Pages 50-60, Alameda County Records unless otherwise indicated. To obtain ground level distances, multiply distances called for herein by 1.0000705.

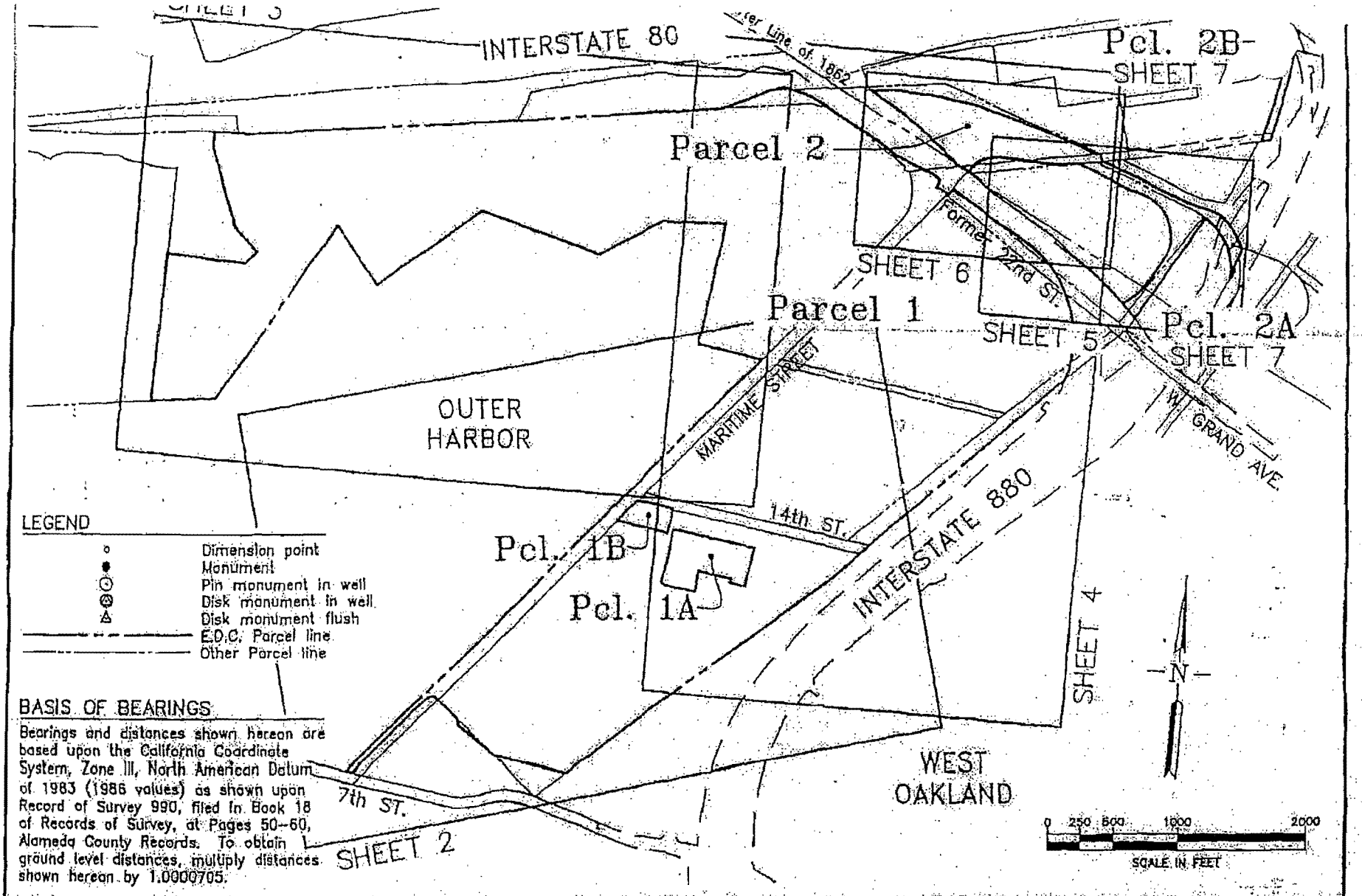
End of Description

I hereby state that this description and its accompanying plat were prepared by me, or under my direction, in April 2003.

John R. Monaghan, LS 6122
License Expires: 03/31/06

Date 7/24/03

LICENSED LAND SURVEYOR
JOHN R. MONAGHAN
No. 6122
Exp. 3/31/06
STATE OF CALIFORNIA



LEGEND

- Dimension point
- Monument
- Pin monument in well
- Disk monument in well
- Disk monument flush
- E.D.C. Parcel line
- Other Parcel line

BASIS OF BEARINGS

Bearings and distances shown hereon are based upon the California Coordinate System, Zone III, North American Datum of 1983 (1986 values) as shown upon Record of Survey 990, filed in Book 18 of Records of Survey, at Pages 50–60, Alameda County Records. To obtain ground level distances, multiply distances shown hereon by 1.0000705.

PORT OF OAKLAND
LAND SURVEYS AND MAPPING
530 Water Street
Oakland, California

EXHIBIT "A"
PLAT TO ACCOMPANY LEGAL DESCRIPTION
ECONOMIC DEVELOPMENT CONVEYANCE PROPERTY
OAKLAND ARMY BASE

DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord: 104471
SCALE: 1" = 1000'	Data File:
DATE: 3/24/2003	Revision: 5
SHEET 1 OF 7	Rev. date: 7/24/2003
ATTACHMENTS:	
FILE LOC.> EDC-PLAT_R5.DWG (1)	

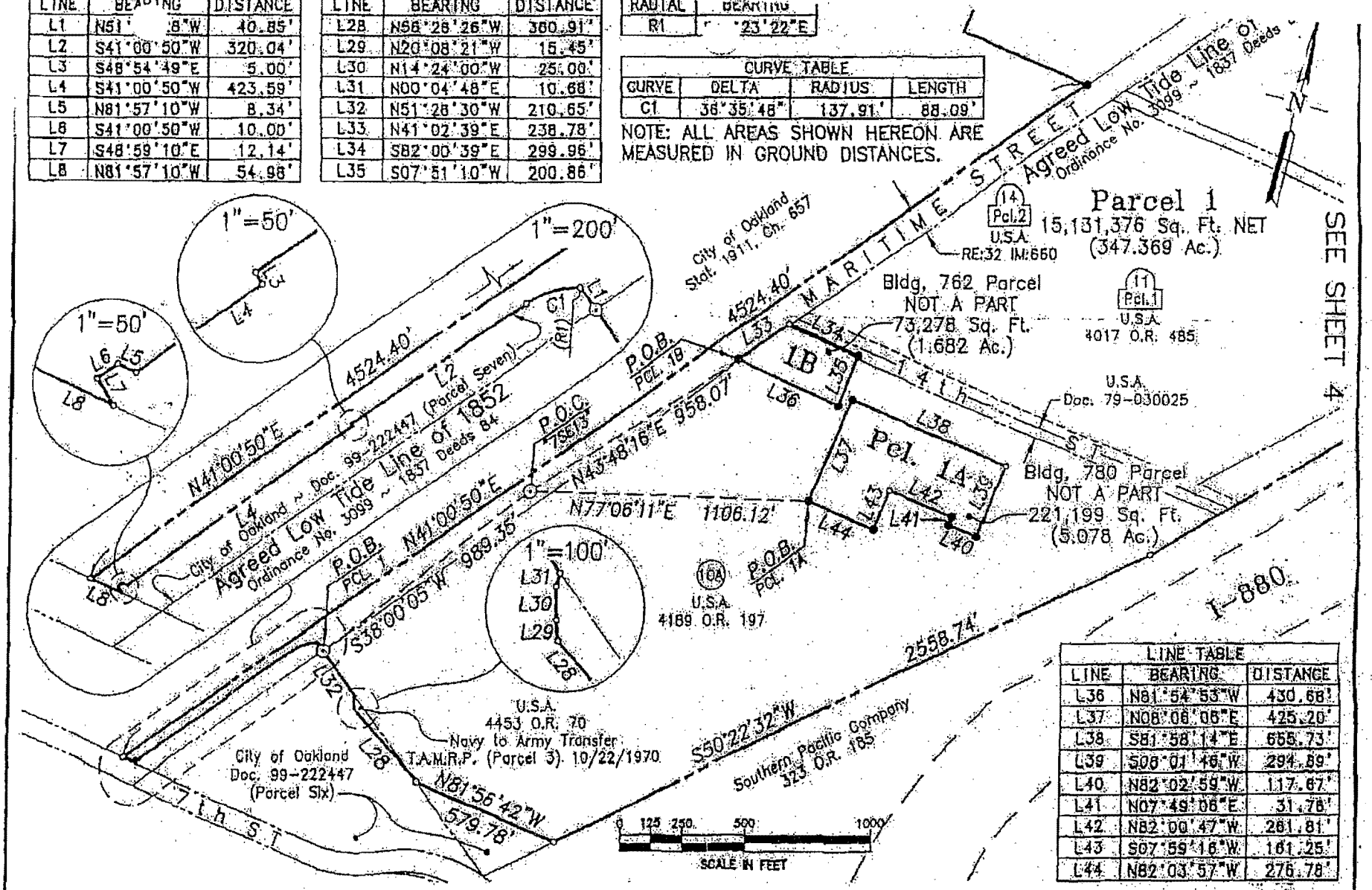
LINE	BEARING	DISTANCE
L1	N51° [illegible]8"W	40.85'
L2	S41°00'50"W	320.04'
L3	S48°54'49"E	5.00'
L4	S41°00'50"W	423.59'
L5	N81°57'10"W	8.34'
L6	S41°00'50"W	10.00'
L7	S48°59'10"E	12.14'
L8	N81°57'10"W	54.98'

LINE	BEARING	DISTANCE
L28	N56°26'26"W	360.91'
L29	N20°08'21"W	15.45'
L30	N14°24'00"W	25.00'
L31	N00°04'48"E	10.68'
L32	N51°28'30"W	210.65'
L33	N41°02'39"E	238.78'
L34	S82°00'39"E	299.96'
L35	S07°51'10"W	200.86'

RADIAL	BEARING
R1	[illegible]°23'22"E

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	36°35'48"	137.91'	88.09'

NOTE: ALL AREAS SHOWN HEREON ARE MEASURED IN GROUND DISTANCES.



LINE TABLE		
LINE	BEARING	DISTANCE
L36	N81°54'53"W	430.68'
L37	N08°06'06"E	425.20'
L38	S81°58'14"E	655.73'
L39	S08°01'46"W	294.89'
L40	N82°02'59"W	117.67'
L41	N07°49'06"E	31.78'
L42	N82°00'47"W	281.81'
L43	S07°59'16"W	161.25'
L44	N82°03'57"W	276.78'

PORT OF OAKLAND

LAND SURVEYS AND MAPPING

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OAKLAND ARMY BASE

DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord: 104471
SCALE: 1" = 500'	Data File:
DATE: 3/24/2003	Revision: 5
SHEET 2 OF 7	Rev. date: 7/24/2003
ATTACHMENTS:	
FILE LOC: X:\EDC-PLAT_R5.DWG (2)	

MEASURE GROUND DISTANCES.

ITERSTATE

City of Oakland
Doc. 79-034788 (Parcel 1)

State of California
4186 O.R. 156 (Parcel "S")

City of Oakland
Doc. 79-034788 (Parcel 2)

L14

(5)
U.S.A.
6361 O.R. 334

3747.00'

N81°36'26"E

SEE SHEET 4

Parcel 1
15,131,376 Sq. Ft. NET TOTAL
(347.369 Ac.)

EXISTING FACE OF WHARF

(14) Pcl. 1
U.S.A.
RE:32 IM:660

L13

L12

N20°41'10"W
640.82'

WHARF STRUCTURES
AND UPLANDS AREA
12,959,837 Sq. Ft.
(297.517 Ac.)

SUBMERGED AREA
2,171,539 Sq. Ft.
(49.852 Ac.)

S86°48'30"W
500.27'

N75°26'49"W
983.14'

S59°33'40"W
589.58'

N40°23'33"W
539.98'

S49°35'36"W
978.73'

(14) Pcl. 1
U.S.A.
RE:32 IM:660

L10

L9

S88°52'01"E
611.72'

N08°03'07"E
936.41'

City of Oakland
Stat. 1911, Ch. 657

N81°56'51"W
519.29'

S31°07'59"W
1610.00'

N01°07'59"E
1113.29'

(14) Pcl. 2
U.S.A.
RE:32 IM:660

N41°00'50"E
452.40'

MARITIME STREET

S82°10'52"W
510.13'

"G.S.A. Parcel"
Submerged Portion of Tract 14, Parcel 1
Final Judgement, RE:32 IM:660
Transferred to G.S.A. per R.P.A.A. dated 3/28/1983
G.S.A. Form No. 1011

N

0 125 250 500 1000
SCALE IN FEET

SEE SHEET 2

LINE TABLE		
LINE	BEARING	DISTANCE
L9	N41°16'18"E	124.89'
L10	N48°36'16"W	249.42'
L11	DELETED	
L12	N01°48'40"W	114.71'
L13	N88°08'30"E	291.86'
L14	N64°17'11"E	397.63'
L15	N71°46'34"E	111.41'

PORT OF OAKLAND

LAND SURVEYS AND MAPPING

530 Water Street
Oakland, California

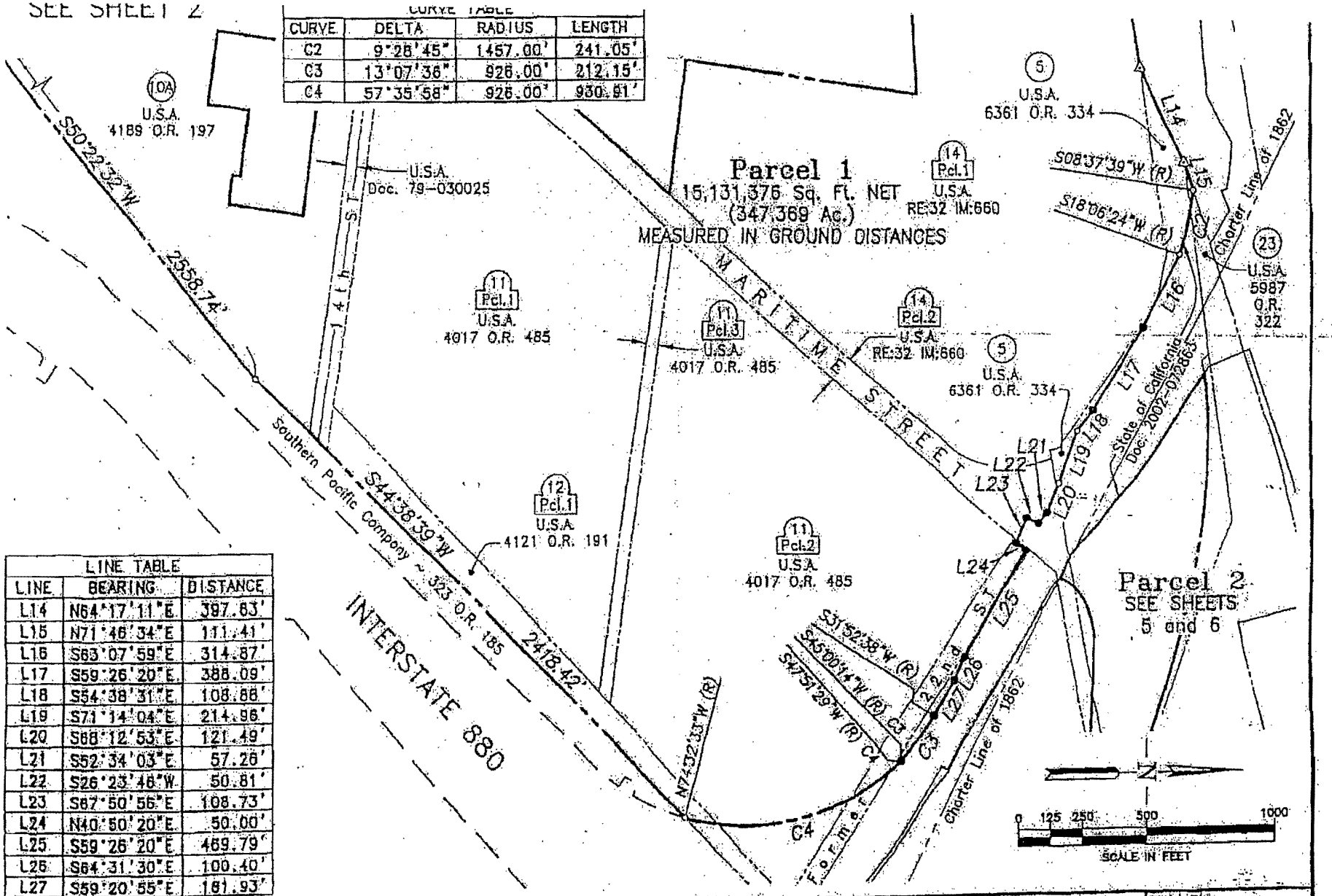
EXHIBIT "A"

PLAT TO ACCOMPANY LEGAL DESCRIPTION
ECONOMIC DEVELOPMENT CONVEYANCE PROPERTY
OAKLAND ARMY BASE

DRAWN BY: OAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord:104471
SCALE: 1"= 500'	Data File:
DATE: 3/24/2003	Revision:5
SHEET 3 OF 7	Rev. date: 7/24/2003
ATTACHMENTS:	
FILE LOC.> EDC-PLAT R5.DWG (3)	

SEE SHEET 2

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C2	9°28'45"	1457.00'	241.05'
C3	13°07'36"	926.00'	212.15'
C4	57°35'58"	926.00'	930.91'



LINE TABLE		
LINE	BEARING	DISTANCE
L14	N64°17'11"E	397.83'
L15	N71°46'34"E	111.41'
L16	S63°07'59"E	314.87'
L17	S59°26'20"E	388.09'
L18	S54°38'31"E	108.88'
L19	S71°14'04"E	214.96'
L20	S88°12'53"E	121.49'
L21	S52°34'03"E	57.26'
L22	S26°23'46"W	50.81'
L23	S67°50'56"E	108.73'
L24	N40°50'20"E	50.00'
L25	S59°26'20"E	469.79'
L26	S64°31'30"E	100.40'
L27	S59°20'55"E	161.93'

PORT OF OAKLAND
LAND SURVEYS AND MAPPING
530 Water Street
Oakland, California

EXHIBIT "A"
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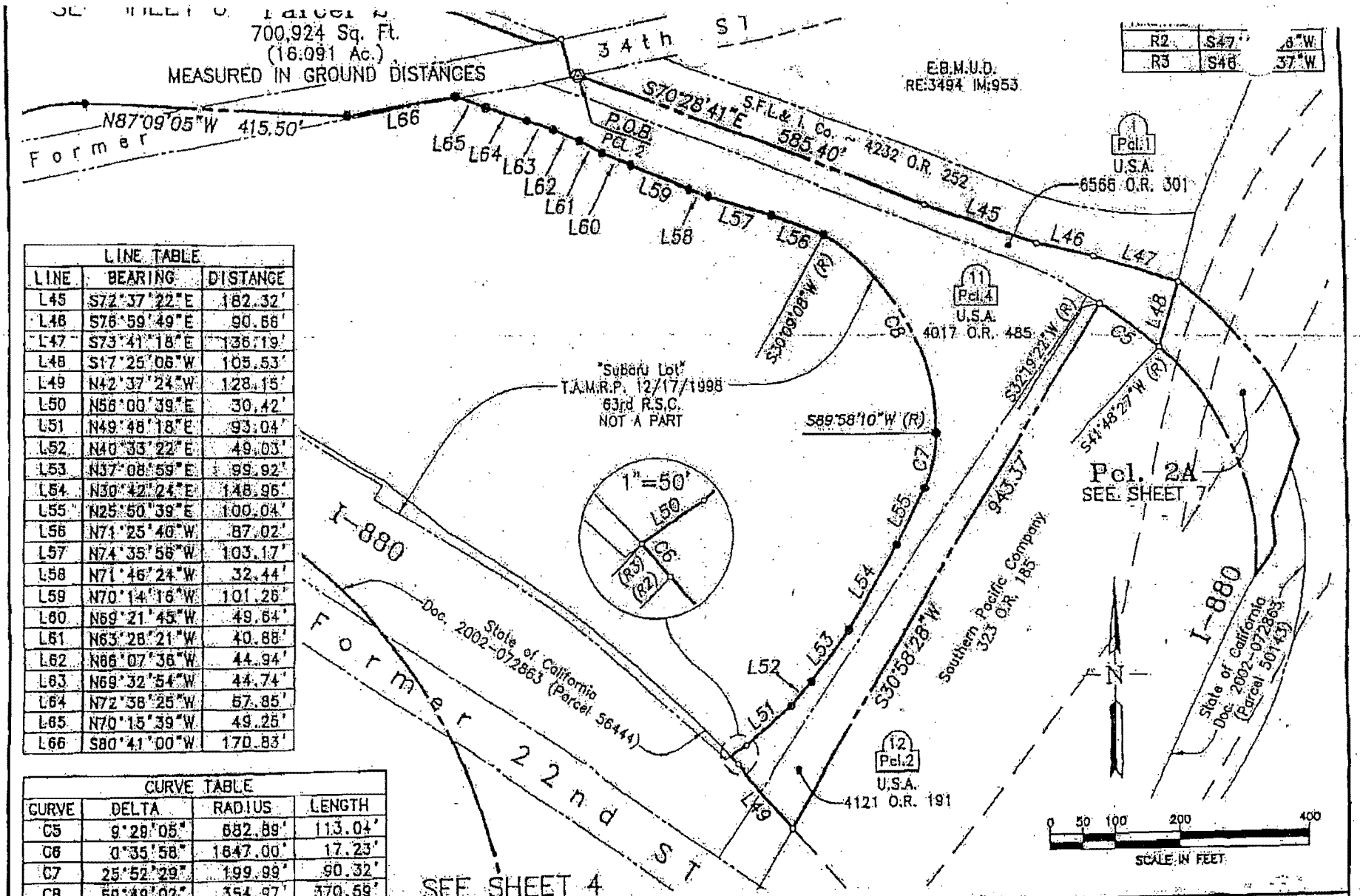
ECONOMIC DEVELOPMENT CONVEYANCE PROPERTY
OAKLAND ARMY BASE

DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord: 104471
SCALE: 1" = 500'	Data File:
DATE: 3/24/2003	Revision: 5
SHEET 4 OF 7	Rev. date: 7/24/2003
ATTACHMENTS:	
FILE LOC.: EDC-PLAT_R5.DWG (4)	



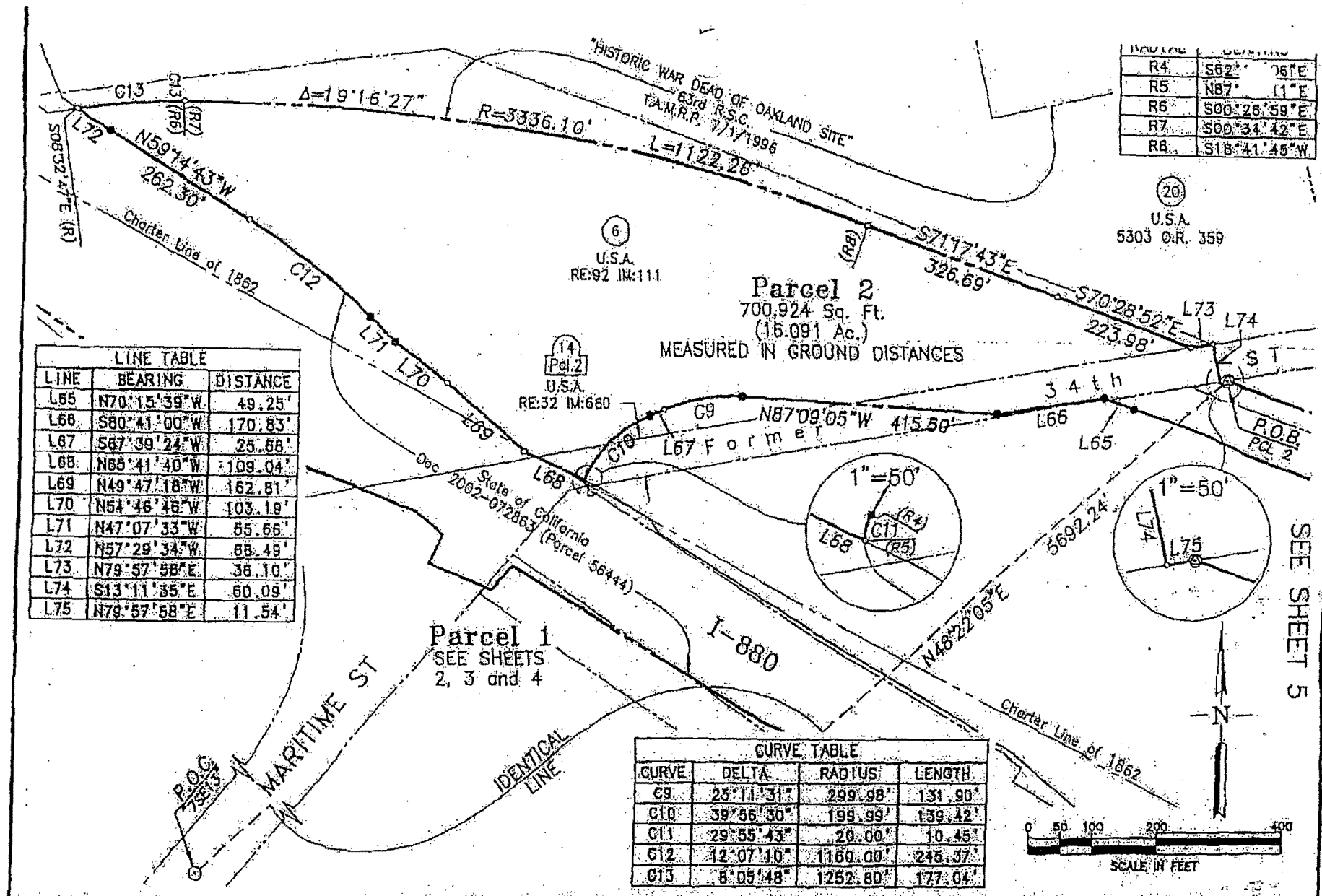
LINE TABLE		
LINE	BEARING	DISTANCE
L45	S72°37'22"E	182.32'
L46	S76°59'49"E	90.66'
L47	S73°41'18"E	136.19'
L48	S17°25'08"W	105.53'
L49	N42°37'24"W	128.15'
L50	N56°00'39"E	30.42'
L51	N49°48'18"E	93.04'
L52	N40°33'22"E	49.03'
L53	N37°08'59"E	99.92'
L54	N30°42'24"E	148.96'
L55	N25°50'39"E	100.04'
L56	N71°25'40"W	87.02'
L57	N74°35'56"W	103.17'
L58	N71°46'24"W	32.44'
L59	N70°14'16"W	101.26'
L60	N69°21'45"W	49.64'
L61	N63°28'21"W	40.88'
L62	N66°07'36"W	44.94'
L63	N69°32'54"W	44.74'
L64	N72°38'25"W	67.85'
L65	N70°15'39"W	49.26'
L66	S80°41'00"W	170.83'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C5	9°29'05"	682.89'	113.04'
C6	0°35'58"	1647.00'	17.23'
C7	25°52'29"	199.99'	90.32'
C8	59°49'02"	354.97'	370.59'

PORT OF OAKLAND
LAND SURVEYS AND MAPPING
530 Water Street
Oakland, California

EXHIBIT "A"
PLAT TO ACCOMPANY LEGAL DESCRIPTION
ECONOMIC DEVELOPMENT CONVEYANCE PROPERTY
OAKLAND ARMY BASE

DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord. 104471
SCALE: 1"= 200'	Data File:
DATE: 3/24/2003	Revision: 5
SHEET 5 OF 7	Rev. date: 7/24/2003
ATTACHMENTS:	
FILE LOC.> EDC-PLAT_R5.DWG (5)	



LINE TABLE		
LINE	BEARING	DISTANCE
L65	N70°15'39"W	49.25'
L66	S80°41'00"W	170.83'
L67	S67°39'24"W	25.88'
L68	N85°41'40"W	109.04'
L69	N49°47'18"W	162.81'
L70	N54°46'46"W	103.19'
L71	N47°07'33"W	55.66'
L72	N57°29'34"W	88.49'
L73	N79°57'58"E	36.10'
L74	S13°11'35"E	60.09'
L75	N79°57'58"E	11.54'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C9	25°11'31"	299.98'	131.90'
C10	39°56'30"	199.99'	139.42'
C11	29°55'43"	20.00'	10.45'
C12	12°07'10"	1160.00'	245.37'
C13	8°05'48"	1252.80'	177.04'

RADIUS	BEARING
R4	S62°[illegible]06"E
R5	N87°[illegible]11"E
R6	S00°26'59"E
R7	S00°34'42"E
R8	S18°41'45"W

PORT OF OAKLAND

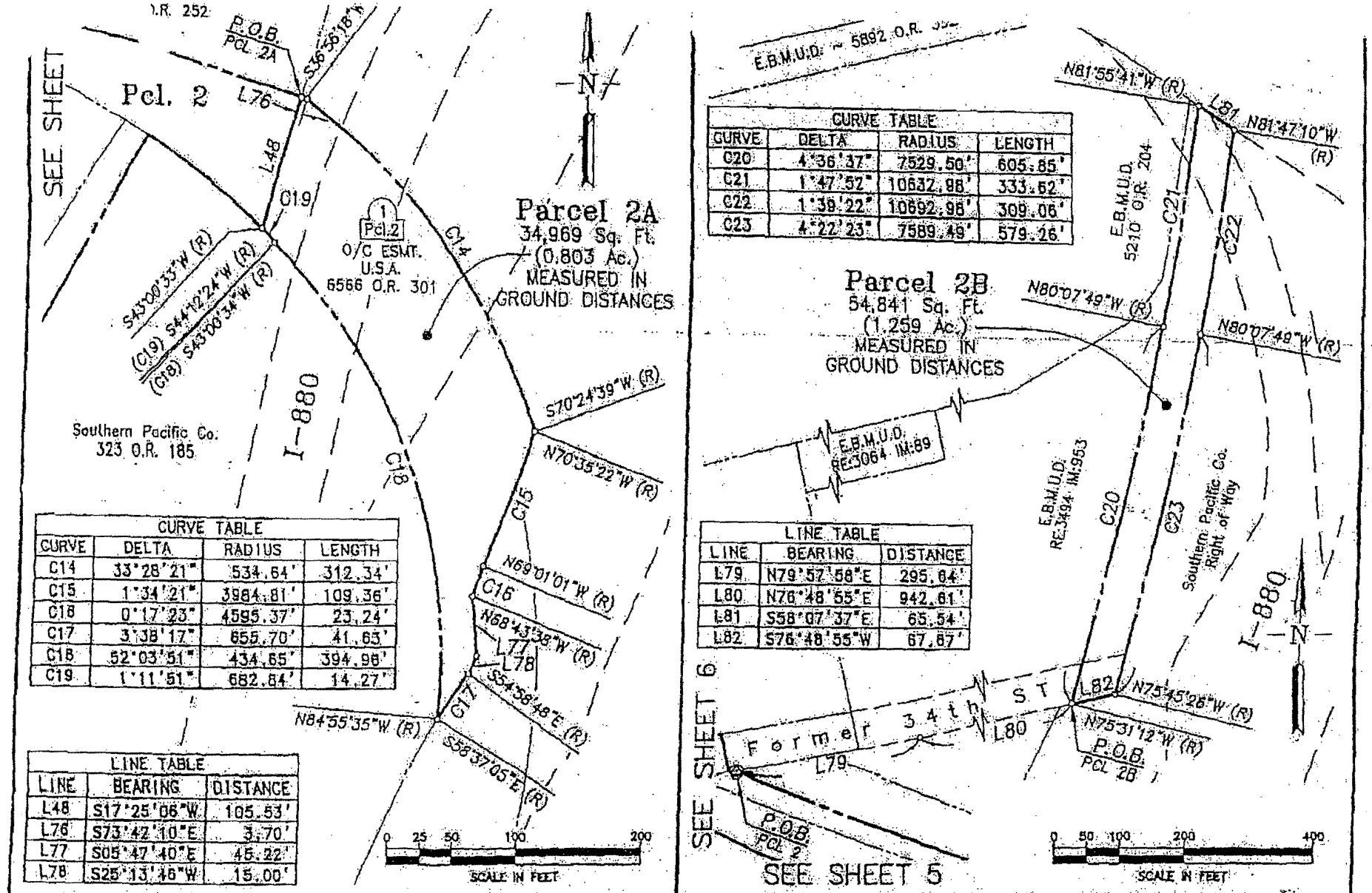
LAND SURVEYS AND MAPPING

530 Water Street
Oakland, California

EXHIBIT "A"

PLAT TO ACCOMPANY LEGAL DESCRIPTION
ECONOMIC DEVELOPMENT CONVEYANCE PROPERTY
OAKLAND ARMY BASE

DRAWN BY: DAM	Field Bk:
CHECKED BY: JRM	Wrk. Ord: 104471
SCALE: 1" = 200'	Data File:
DATE: 3/24/2003	Revision: 5
SHEET 6 OF 7	Rev. date: 7/24/2003
ATTACHMENTS:	
FILE LOC.: EDG-PLAT R5.DWG (6)	



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C14	33°28'21"	534.64'	312.34'
C15	1°34'21"	3984.81'	109.36'
C16	0°17'23"	4595.37'	23.24'
C17	3°38'17"	655.70'	41.63'
C18	52°03'51"	434.65'	394.98'
C19	1°11'51"	682.84'	14.27'

LINE TABLE		
LINE	BEARING	DISTANCE
L48	S17°25'06"W	105.53'
L76	S73°42'10"E	3.70'
L77	S05°47'40"E	45.22'
L78	S25°13'46"W	15.00'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C20	4°36'37"	7529.50'	605.85'
C21	1°47'52"	10632.98'	333.62'
C22	1°39'22"	10692.98'	309.06'
C23	4°22'23"	7589.49'	579.26'

LINE TABLE		
LINE	BEARING	DISTANCE
L79	N79°57'58"E	295.64'
L80	N76°48'55"E	942.61'
L81	S58°07'37"E	65.54'
L82	S76°48'55"W	67.87'

PORT OF OAKLAND

LAND SURVEYS AND MAPPING

530 Water Street
Oakland, California

EXHIBIT "A"

PLAT TO ACCOMPANY LEGAL DESCRIPTION
ECONOMIC DEVELOPMENT CONVEYANCE PROPERTY
OAKLAND ARMY BASE

DRAWN BY: DAM	Field Bk:
CHECKED BY: JRH	Wrk. Ord: 104471
SCALE: 1" = AS NOTED	Data File:
DATE: 3/24/2003	Revision: 5
SHEET 7 OF 7	Rev. date: 7/24/2003
ATTACHMENTS:	
FILE LOC.> EDC-PLAT_R5.DWG (6)	

EXHIBIT B

INTERIM LAND USE WAIVER

Department of Toxic Substances Control

Edwin F. Lowry, Director
8800 Cal Center Drive
Sacramento, California 95826-3200

H. Hickox
Secretary
ia Environmental
ection Agency

Gray Davis
Governor

August 7, 2003

Mr. Andrew Clough
FOSET Environmental Manager
Oakland Base Reuse Authority
700 Murmansk Street, Suite 3
Oakland, California 94607

INTERIM LAND USE WAIVER, FORMER OAKLAND ARMY BASE, CALIFORNIA

Dear Mr. Clough:

Pursuant to the Consent Agreement regarding the proposed transfer of Oakland Army Base entered into by the Department of Toxic Substances Control (DTSC) and the Oakland Base Reuse Authority and the City of Oakland, acting by and through the Oakland Redevelopment Agency (collectively the City), DTSC and the City are required to execute a Covenant to Restrict Use of Property (Covenant) at the time of transfer of the proposed property. The Covenant restricts and prohibits, among other things, sensitive land uses, including, but not limited to, residential housing, schools, day-care facilities, hospitals and hospices. The Covenant allows the City to request a waiver, which DTSC may approve if it determines that such a waiver will be protective of public health and the environment. The City may further request that DTSC grant an extension to a waiver, which DTSC may approve if it determines that such extension will be protective of public health and the environment.

DTSC received a waiver request, dated March 9, 2003, from the City regarding interim use of four buildings/areas at the former Oakland Army Base. The City is the proposed future owner of 363.3 acres of the former Oakland Army Base which include the four buildings/areas that are the subject of the waiver request. The City requested that DTSC issue a waiver allowing certain restricted uses at four buildings/areas of the former Oakland Army Base upon property transfer. The City further requested that DTSC include the waiver approval as an exhibit to the Covenant to Restrict Use of Property that will cover the proposed transfer property.

Currently, the City leases the majority of the former Oakland Army Base from the Army and subleases multiple areas to various tenants. The following four buildings/areas are currently being used for sensitive uses: .

Building 796 – Oakland Military Institute operates Building 796, a former Army barracks and administrative building, and several temporary classroom units located on the adjacent asphalted parking area as a school. Approximately 300 students attend classes at the Oakland Military Institute.

Building 740 – Operation Dignity operates Building 740, a former bowling alley, as a 100-bed winter emergency relief shelter for homeless men and women.

Building 655 – Child Development Program provides day care services to approximately 90 children in Building 655, a former Army child care center and adjacent fenced play areas.

Building 650 – Milestones Human Services, Incorporated operates a licensed residential drug and alcohol treatment facility for homeless men and women in Building 650, a former Army guest house.

Appendix D to the Remedial Action Plan, dated September 27, 2002, further describes these buildings.

DTSC has reviewed existing investigation data associated with these buildings/areas and the lead concentrations in surface soil at the Building 655 play areas collected by the City. The existing data does not indicate a release of a hazardous substance. Based on a site inspection and review of all available data and available records for these buildings/areas, DTSC agrees to waive the restrictions and prohibitions in Section 4.01(a) of the Covenant to Restrict Use of Property for Buildings 796, 740, 655 and 690 and immediate surrounding areas with the following conditions:

1. Buildings 796, 740, 655 and 650 shall be used by the same tenants or occupants as identified in this letter and the Remedial Action Plan, Appendix D.

2. The tenants or occupants shall continue the same uses as identified in this letter and the Remedial Action Plan, Appendix D.

3. The effective date of this waiver is concurrent with the date the City records the Covenant to Restrict Use of Property with the Alameda County Assessor's Office.

4. This waiver expires five (5) years from the date the Army transfers the property to the City via the Economic Benefit Conveyance, or five (5) years after the recordation of the Covenant to Restrict Use of Property, whichever is earlier.

5. The City, tenants and occupants of Buildings 796, 740, 655 and 650 shall continue to comply with all other sections of the Covenant to Restrict Use of Property.

6. This waiver shall be attached to the Covenant to Restrict Use of Property as Exhibit B.

If you have any question regarding this matter, please contact Mr. Daniel Murphy at (510) 540-3772.

Sincerely,

Anthony J. Landis

Anthony J. Landis, P.E.
Chief
Northern California Operations
Office of Military Facilities

cc: Ms. Aliza Gallo
Executive Director
Oakland Base Reuse Authority
700 Murmansk Street, Suite 3
Oakland, California 94607

Ms. Diane Heinze
Associate Environmental Scientist
Port of Oakland
Post Office Box 2064
Oakland, California 94604-2064

Mr. Roger Caswell
BRAC Environmental Coordinator
Oakland Army Base
BRAC Transition Office
2475D West 12th Street
Oakland, California 94607

cc: Ms. Xuan-Mai Tran (SFD-8-2)
Remedial Project Manager
U.S. Environmental Protection Agency
Region IX
75 Hawthorne Street
San Francisco, California 94105

Ms. Adriana Constantinescu
Project Manager
Regional Water Quality Control Board
1515 Clay Street, Suite 1400
Oakland, California 94612

Mr. Daniel Murphy
Office of Military Facilities
Department of Toxic Substances Control
700 Heinz Avenue, Suite 200
Berkeley, California 94710-2721

EXHIBIT M2

ARMY EDC DEED

See the attached.

RECORDING REQUESTED BY
FIRST AMERICAN TITLE

RECORDING AT THE REQUEST OF FIRST AMERICAN TITLE

WHEN RECORDED RETURN TO:

Oakland Base Reuse Authority
700 Murmansk Street, Suite 3
Oakland, California 94607-5009
ATTN: Aliza Gallo, Executive Director

DEED NO. DACA05-9-03-567

2003466370 08/08/2003 11:56 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

135 PGS

135
NO

RECORDER STAMP

159883

EXEMPT FROM RECORDING FEE PER GOVNT CODE 27383

EXEMPT FROM TRANSFER TAX PER RTT CODE 11922

QUITCLAIM DEED FOR
NO-COST ECONOMIC DEVELOPMENT CONVEYANCE PARCEL
COUNTY OF ALAMEDA, CALIFORNIA

THIS DEED ("Deed"), made and executed as of August 7 2003 by the **UNITED STATES OF AMERICA**, acting by and through the **SECRETARY OF THE ARMY**, (hereinafter referred to as the "**GRANTOR**"), under and pursuant to the power and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (Public Law No. 101-510, 10 U.S.C. §2687 note, hereinafter referred to as "BRAC Law"), and delivered to and accepted by the **OAKLAND BASE REUSE AUTHORITY**, created pursuant to a California Joint Powers Agreement among the City of Oakland, Alameda County and the Oakland Redevelopment Agency, and recognized as the designated Local Redevelopment Authority for the former Oakland Army Base, California, by the Office of Economic Adjustment on behalf of the Secretary of Defense (hereinafter referred to as the "**GRANTEE**").

WITNESSETH THAT:

WHEREAS, the Secretary of the Army may convey surplus property to the Local Redevelopment Authority at a closing military installation for economic development purposes pursuant to the power and authority provided by Section 2905(b)(4) of the BRAC Law and the implementing regulations of the Department of Defense (32 CFR Part 91); and

WHEREAS, the **GRANTEE**, by application, requested a no-cost economic development conveyance ("EDC") for portions of the former Oakland Army Base, California ("OARB") consistent with the reuse plan as prepared by the **GRANTEE** in conformance with BRAC Law; and

WHEREAS, the **GRANTOR** duly considered and made a final determination that the **GRANTEE'S** EDC application and reuse plan met the criteria of Section 2821 of the National Defense Authorization Act for Fiscal Year 2000, PL 106-65 (1999) and other applicable BRAC Laws for an EDC transfer of the applicable portions of the former OARB; and

WHEREAS, the **GRANTOR** and the **GRANTEE** have entered into a Memorandum of Agreement ("MOA") for Conveyance of Former Oakland Army Base Parcels Located in the City of Oakland, Alameda County, California, dated the 27th day of September, 2002, which sets forth the specific terms and conditions for conveying portions of the former OARB, comprising approximately 364 acres, as more particularly described in **Exhibit A** attached to this Deed (the "EDC Property" or the "Property"); and

WHEREAS, the California State Historic Preservation Officer has determined that a historic District exists at the former OARB, for which representatives of **GRANTOR**, **GRANTEE**, and the Port of Oakland have entered into a formal Memorandum of Agreement to recognize such District; and

WHEREAS, the **GRANTOR** desires to transfer the EDC Property to the **GRANTEE** by means of this Deed consistent with: (a) the terms of the MOA; (b) the requirements of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"; 42 U.S.C. 9620[h]), as amended; (c) the **GRANTOR'S** Finding of Suitability for Early Transfer ("FOSET"), dated April 2003 (d) the Environmental Services Cooperative Agreement ("ESCA") between the **GRANTOR** and the **GRANTEE** dated September 27, 2002 and the attachments thereto; (e) other Federal and State legal and policy requirements; (f) the **GRANTOR'S** post-transfer environmental remediation obligations; and (g) the provisions of this Deed;

NOW, THEREFORE, the **GRANTOR**, for good and valuable consideration does hereby grant, remise, release, and forever quitclaim to the **GRANTEE**, its successors and assigns, all such interest, rights, title, and claim as the **GRANTOR** has in and to the EDC Property, together with all buildings, facilities, roadways, fixtures and other improvements, including the electrical distribution system, natural gas system, sanitary sewer systems, storm drainage system, telephone system, other utility systems and steam generation infrastructure, located within the boundaries of the EDC Property and described in **Exhibit B** attached to this Deed, and all and singular appurtenances, hereditaments, tenements, remainders, issues, profits, rents, privileges and other rights belonging to or related to the EDC Property.

TO HAVE AND TO HOLD the Property unto the **GRANTEE** and its successors and assigns forever, provided that this Deed is made and accepted upon each of the following notices, covenants, restrictions, and conditions which shall be binding upon and enforceable against the **GRANTOR** and the **GRANTEE**, its successors and assigns, in perpetuity, as follows:

I. EXCLUSIONS AND RESERVATIONS:

This conveyance is made subject to the following **EXCLUSIONS** and **RESERVATIONS:**

A. The Property is taken by the **GRANTEE** subject to the valid and existing outstanding liens, licenses, leases, easements, and other encumbrances made for the purpose of

roads, streets, utility systems, rights-of-way, pipelines, and/or covenants, exceptions, interests, liens, reservations, and agreements, in each case as expressly set forth in this Deed or as properly recorded in accordance with applicable law.

B. The **GRANTOR** reserves a right of access to any and all portions of the Property for purposes of environmental investigation, remediation, or other corrective actions of environmental conditions that existed during the Army's occupancy, which are found to be necessary under applicable law after the date of the conveyance of the Property subject to the terms and conditions set forth below in Section III.B.5.

C. The **GRANTOR** reserves a right-of-entry and non-exclusive easement over all paved roads within the EDC Property conveyed by this Deed for the purpose of ingress and egress by the **GRANTOR**, its successors, assigns, permittees, contractors, or lessees of or to the property retained by the **GRANTOR** known as the Reserve Enclave and as more particularly described in **Exhibit C** attached to this Deed. The **GRANTEE**, its successors, assigns, permittees, or lessees may occupy and use any part of the reserved ingress and egress easement areas not actually required by the **GRANTOR** for the purpose of full and safe ingress and egress by the **GRANTOR**, so long as such occupancy and use by the **GRANTEE** does not compromise the ability of the **GRANTOR** to use the easement for its intended purposes, as set forth herein. The easement reserved by the **GRANTOR** shall be for the specific use described and may not be construed to include the further right to authorize any other use within the easement unless approved in writing by the then fee holder of the land subject to the easement. This easement shall terminate at such time as the property retained by the **GRANTOR** described in **Exhibit C** is conveyed to the **GRANTEE**, the City of Oakland acting by and through its Board of Port Commissioners (the "Port"), or their respective successors or assigns. In the event the property described in **Exhibit C** is conveyed to an entity other than **GRANTEE**, the Port, or their respective successors or assigns, the easement for access shall not expire.

D. The **GRANTOR**, on behalf of the United States Department of the Navy ("Navy") and its successors and assigns, reserves unto the United States of America, its successors and assigns, an assignable easement to construct, operate, inspect, maintain, repair, remove and replace overhead and underground electric lines, poles, conduits, and appurtenant facilities and equipment (the "Line") over, under and within that certain area described in the attached **Exhibit A** and shown on **Exhibit D** (hereinafter referred to as the "Reservation Area"), together with rights of ingress and egress by public street, or other means of access as designated by **GRANTEE**, subject to the following conditions:

The above easement shall remain in effect until September 30, 2008, or until an agreement is reached between the **GRANTEE** and the Navy, whichever date is later. By this language the **GRANTEE** and the Navy intend that if September 30, 2008 comes without further agreement between the parties, this reservation shall remain in effect until agreement is reached to supercede this reservation. Termination, removal of the Line, and restoration of the Reservation Area shall be determined by further agreement between the Navy and the **GRANTEE**. In the

event the Line is abandoned by the Navy for a period of two (2) consecutive years , then this easement and its rights shall be terminated.

The **GRANTEE**, without cost to the Navy, may relocate the Line and any related facilities at any time, and shall give written notice of such relocation to the Navy. The Navy shall reasonably cooperate in any such relocation, which shall be conducted without unreasonable interruption of service provided by the Line. In the event of such relocation and replacement, **GRANTEE** shall convey a substitute easement to the Navy, at no cost, and ownership of the replacement line shall rest with the Navy or its successors or assigns; and

The Navy shall comply with all applicable laws and shall maintain the Line and all related facilities in good condition and repair. If any action of the Navy's employees or agents in the exercise of rights under this easement results in damage to the Reservation Area, the Navy shall, in its sole discretion, either repair such damage or make an appropriate settlement with the **GRANTEE**. The Department of the Navy will be liable only to the extent provided by the Federal Tort Claims Act. In no event shall such repair or settlement exceed the fair market value of the fee title to the real property of the Reservation Area at the time immediately preceding such damage. The **GRANTEE** may enter the Reservation Area and use it for any purposes not inconsistent with this reservation; and

That any transfer of the easement by assignment, operating agreement or otherwise must include language that the transferee agrees to comply with and be bound by the terms and conditions of this reservation; and

Use of the reservation is at the Navy's sole cost and risk. The Navy's liability under this clause is subject to the availability of appropriations for such payment, and nothing contained in this easement reservation may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the **GRANTEE** may have to make a claim under applicable laws for any damages other than those provided for herein.

The term "Navy" includes the Department of the Navy, its successors and assigns.

E. The **GRANTOR** hereby conveys to the **GRANTEE** its rights and obligations under the following previously unrecorded easements and/or licenses attached hereto as **Exhibit E**:

1. Department of Army Easement No. SFRE (s) 499, dated January 25, 1954 and Supplementals 1 through 4;

2. Department of Army Easement No. SFRE-(s)-630, dated June 17, 1955;

3. Department of Army Easement No. SFRE-(s)-729, dated February 25, 1957;

4. Department of Army Easement No. DA-04-167-Eng-2830, dated June 15, 1964; and

5. Department of Army Easement No. DACA05-2-70-1, dated January 8, 1970.

II. "AS IS"

The EDC Property is conveyed in an "As Is, Where Is" condition without any representation, warranty or guarantee by the **GRANTOR** as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended except as reflected in the Finding of Suitability for Early Transfer, and no claim for allowance or deduction upon such grounds will be considered. There is no obligation on the part of the **GRANTOR** to make any alterations, repairs, or additions, and said **GRANTOR** shall not be liable for any latent or patent defects in the EDC Property. This Section II shall not affect the **GRANTOR'S** responsibility under CERCLA or Section III herein.

III. CERCLA NOTICE, REPRESENTATIONS, WARRANTIES AND COVENANTS

A. Hazardous Substance Notice

Pursuant to CERCLA Section 120(h)(3), the **GRANTOR** hereby provides notice to the **GRANTEE** that hazardous substances were stored for one year or longer or were released or disposed on the Property prior to the conveyance of the Property to **GRANTEE**. The **GRANTOR** has made a complete search of its files and records. The name, date, description, location and quantity of hazardous substance stored for one year or more, or known to have been released or disposed of on the Property, and the remedial action taken, if any, are set forth in the FOSET Table 3, attached hereto as **Exhibit F**, and the Environmental Baseline Survey for transfer ("EBS-T"), also known as the Community Environmental Response Facilitation Act report, referenced in the FOSET. The remedial actions required to protect human health and the environment are set forth in the approved Remedial Action Plan ("RAP") and Risk Management Plan ("RMP") referenced in the Consent Agreement (as defined in Section III.C.1 of this Deed).

B. Representations, Warranties and Covenants

1. Consistent with and pursuant to Section 120(h)(3) of CERCLA, as amended, 42 U.S.C. Section 9601 et seq., the FOSET, and the EBS-T, together with the RAP and RMP, collectively, set forth the environmental conditions of the Property. The FOSET sets forth the basis for the **GRANTOR'S** determination that the Property is suitable for transfer. The

GRANTEE is hereby made aware of the notifications contained in the EBS-T and the FOSET. The **GRANTEE** has inspected the Property and accepts the physical condition and current level of environmental hazards on the Property. Based on **GRANTEE'S** inspection and review of information provided by **GRANTOR**, **GRANTEE** believes that its intended use is consistent with protection of human health and the environment. The **GRANTOR** represents that the Property is environmentally suitable for transfer to **GRANTEE**, subject to **GRANTOR'S** obligations pursuant to CERCLA and **GRANTEE'S** obligations pursuant to the ESCA, for the purposes identified in the Final Reuse Plan dated July 31, 2002. **GRANTEE**, its successors and assigns, as consideration for the conveyance, agrees to release **GRANTOR** from any liability or responsibility for any claims arising out of or in any way predicated on release of any hazardous substance on the Property occurring after the conveyance, to the extent such hazardous substance was released by the **GRANTEE**, or its agents or contractors, after the conveyance.

2. All response actions after the date of conveyance that are necessary to protect human health and the environment shall be conducted by the **GRANTOR**, with respect to any hazardous substance remaining on the Property as a result of, storage, release, or disposal prior to the date of conveyance. The **GRANTEE** has assumed certain obligations of the **GRANTOR** for the environmental cleanup of the property pursuant to the ESCA.

3. The **GRANTOR** covenants that when all response actions necessary to protect human health and the environment with respect to any hazardous substance remaining on the Property on the date of this conveyance have been taken, **GRANTOR** shall execute and deliver to the **GRANTEE** an appropriate document containing a warranty that all such response actions have been taken. The making of the warranty shall be considered to satisfy the requirements of CERCLA 120(h)(3)(a)(ii)(I).

4. The **GRANTOR** covenants that the **GRANTOR** shall conduct any additional remedial action found to be necessary after the effective date of the warranty granted under Paragraph B.3 above, with regard to any hazardous substances remaining on the Property prior to the date of this conveyance. This covenant shall not apply to the extent that the person or entity to whom the Property is transferred is a potentially responsible party under CERCLA with respect to such hazardous substances.

5. **GRANTEE** covenants that the **GRANTOR**, its officers, agents, employees, contractors and subcontractors, in accordance with Section 120(h) of CERCLA, as amended, reserves a right of access, subject to the conditions below, to any and all portions of the Property (except for interior locations in buildings constructed following conveyance) for purposes of environmental investigation, remediation, or other corrective actions of environmental conditions that existed during the **GRANTOR'S** occupancy, which were found to be necessary under applicable law after the date of the conveyance of the Property. The **GRANTOR** and the **GRANTEE** agree to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities and **GRANTEE'S** or any lessee's or other authorized occupants' operations. Any inspection, monitoring, testing, sampling, survey, investigation, or other response or remedial action will, to the extent

practicable, be coordinated with representatives designated by **GRANTEE**. Pursuant to this reservation, the **GRANTOR** and its officers, agents, employees, contractors, subcontractors shall have the right (upon reasonable written notice to the **GRANTEE** or the then owner and any authorized occupant of the Property, except for in the case of imminent endangerment to human health and the environment) to enter upon the Property (except for interior locations of buildings constructed following conveyance), and perform surveys, drillings, test-pitting, borings, data and/or record compilation, and other activities necessary to environmental investigation, and to carry out remedial or removal actions as required or necessary under applicable law, including but not limited to installation of monitoring and extraction wells, and other treatment facilities. The **GRANTEE** and the **GRANTOR** agree to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities at the Property, and the operations and construction activities of the **GRANTEE**, or any authorized occupant, and their respective successors, assigns, lessees and contractors.

6. The **GRANTOR** covenants that upon completion of any removal action, remediation action, or other activity that removes the risk giving rise to any restriction on future use or any limitation of activities contained in the Environmental Restrictions set forth in Section III.C.1 herein, a deed or lease for the Property, or in any other document relating to the Property, the **GRANTOR**, without any payment of funds by the United States, agrees to cooperate with the **GRANTEE**, its successors or assigns, in any application, permit, easement or other effort to obtain approval from appropriate Federal, state or local authorities, including the Department of Toxic Substances Control ("DTSC") pursuant to the RAP, RMP and Consent Agreement, to remove any such restriction or limitation, which the **GRANTEE**, its successors or assigns, shall seek to remove or eliminate. **GRANTOR** shall not unreasonably withhold consent to the removal of any restriction or limitation of activities that DTSC approves for removal as set forth above and in conformance with the RAP, RMP and Consent Agreement and the remedy implementation requirements of CERCLA.

7. The **GRANTOR** recognizes its obligation to hold harmless, defend, and indemnify the **GRANTEE** and any successor, assignee, transferee, lender, lessee or authorized occupant of the **GRANTEE** or its successors and assigns, as required and limited by Section 330 of the National Defense Authorization Act of 1993, as amended (Pub. L. No. 102-484), and to otherwise meet its obligations under Federal law.

8. The covenant deferral granted under the FOSET shall not diminish, increase, or affect in any manner any rights or obligations of the **GRANTOR** under CERCLA as provided in CERCLA section 120(h)(3)(C)(iv) with respect to the Property.

9. In consideration of the funds available under the ESCA, whereby **GRANTEE** performs environmental response services, and the transfer of the Property, **GRANTEE** agrees that it shall, upon the conveyance of the Property, regardless of possible termination of the ESCA, indemnify **GRANTOR** for:

(a) Any response cost claims for any environmental conditions for which **GRANTEE** is responsible under the ESCA, including hazardous substances, pollutants and contaminants, petroleum, and petroleum derivatives. **GRANTEE'S** indemnification obligation shall exist with respect to all Known and Unknown Conditions on the Property, as defined in the ESCA, including remediation of Building 1 contamination and all costs associated with correction of a failure of any remedy implemented by the **GRANTEE**.

(b) all personal injury or property damage claims to the extent caused by the acts or omissions of **GRANTEE** or its contractors in the course of performing the environmental response services for which the **GRANTEE** is responsible under the ESCA;

(c) all natural resource damages to the extent caused by or contributed to by the actions of **GRANTEE**;

(d) all costs associated with or arising from any negligent acts or omissions or willful misconduct of the **GRANTEE**, in the course of performing the environmental response services or implementing the remediation actions required under the Consent Agreement;

(e) regulatory oversight costs for any remedy implemented by the **GRANTEE** to the extent the **GRANTEE** is responsible for such costs in accordance with the terms of the ESCA; provided, however that regulatory oversight costs for remedy implementation (as provided for under the Consent Agreement) are to be paid by the **GRANTOR** as provided for under the Defense-State Memorandum of Agreement ("DSMOA").

(f) all costs associated with additional remediation required on or within the Property after **GRANTEE** achieves regulatory closure for which **GRANTEE** is responsible under the ESCA, except for those associated with Army-Retained Conditions, as defined in the ESCA;

(g) all costs associated with additional remediation required on or within the Property, as a result of a change in land use from that anticipated at the time of the execution of the ESCA.

C. Notice of State Covenant to Restrict Use of Property

1. Environmental Restrictions. The Property is subject to the land use restrictions ("Restrictions") referenced in Section 3.6 of the Consent Agreement Between the Oakland Base Reuse Authority, City of Oakland acting by and through the Oakland Redevelopment Agency and the State of California Environmental Protection Agency, Department of Toxic Substances Control Concerning Oakland Army Base, Oakland, California,

dated September 27, 2002 as modified and superceded May 19, 2003 (the "Consent Agreement") and set forth in Exhibit D of the Consent Agreement, the *Covenant to Restrict Use of Property*, which is required to be recorded by the GRANTEE concurrently with the transfer of the Property by **GRANTOR** to **GRANTEE**. The Restrictions require or prohibit the following future uses of the Property (absent express written approval from DTSC):

(a) Sensitive land uses, including but not limited to, residential housing, schools, day-care facilities, hospitals and hospices are prohibited.

(b) The construction of groundwater wells and extraction of groundwater from new and existing wells for all purposes are prohibited.

(c) Activities that disturb surface or subsurface soil, disturb existing soil covers, disturb or restrict access to groundwater monitoring wells, generate water in excavations, extract groundwater from excavations, or alter groundwater conditions are prohibited, except as conducted pursuant to the RAP and RMP.

(d) The **GRANTEE** and occupants are required to comply with the RAP and RMP, including the Risk Management Plan provisions for soil and groundwater management, maintenance of existing cover or construction of new cover, mitigation measures during earthwork, management of below grade structures, and construction dewatering.

(e) The **GRANTEE** is required to submit annual certification to DTSC attesting to compliance with the Covenant to Restrict Use of Property.

2. Army Enforcement of Restrictions for the Property. As a former owner/operator of the Property and a beneficiary of the Restrictions, the **GRANTOR** expressly reserves the right to require compliance with the Restrictions, as amended in conformance with the RAP, RMP and Consent Agreement, to ensure compliance with the remedy implementation requirements of CERCLA, following conveyance of the Property to **GRANTEE**. The **GRANTOR** shall provide **GRANTEE** with written notice of any alleged noncompliance with the Restrictions, and the **GRANTOR** and **GRANTEE** shall meet and confer, with DTSC, in order to assure ongoing compliance with applicable Restrictions. The **GRANTOR** also expressly reserves any and all of its rights under the law to enforce compliance with the Restrictions or enjoin use that is in violation of the Restrictions. The **GRANTOR** will not be liable for any costs that result from a violation of the restrictions where the violation is not caused by the **GRANTOR**.

D. Environmental Notifications and Covenants

GRANTOR hereby provides certain express notifications and covenants regarding certain environmental conditions that do or may exist as of the conveyance of the Property to **GRANTEE** (the "Conveyance Date"). Notifications and covenants provided below regarding

the structures and equipment, including Asbestos, Lead-Based Paints, and Equipment Containing Polychlorinated Biphenyls ("PCBs") apply only to buildings, fixtures and equipment which exist as of the Conveyance Date, and do not apply to buildings, fixtures and equipment which may be constructed or installed following the Conveyance Date.

1. Asbestos

(a) The **GRANTEE** is hereby informed and does acknowledge that friable and nonfriable asbestos or asbestos-containing material ("ACM") have been found on the Property, as described in the EBS-T and asbestos surveys referenced in the EBS-T. **GRANTEE** hereby acknowledges receipt of all documents described in this paragraph. To the best of **GRANTOR'S** knowledge, the asbestos and ACM on the Property do not currently pose a threat to human health or the environment.

(b) The **GRANTEE** covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos; and that the **GRANTOR** assumes no liability for future remediation of asbestos or damages for personal injury, illness, disability, or death which arise from exposure to asbestos or ACM that occur after the date of transfer to the **GRANTEE**, its successors or assigns, lessees, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property that occurs after the date of transfer to the **GRANTEE**, whether the **GRANTEE**, its successors or assigns have properly warned or failed to properly warn the individual(s) injured. **GRANTEE** agrees to be responsible for any future remediation of ACM found within buildings or structures on the Property, in compliance with applicable legal requirements. The **GRANTEE** agrees to provide the **GRANTOR** and regulators with a copy of all final reports pertaining to the remediation of any or all ACM found within buildings or structures on the Property.

(c) Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration ("OSHA") and the EPA regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

(d) The **GRANTEE** acknowledges that it has inspected the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto.

(e) No warranties, either express or implied, are given with regard to the condition of the Property, including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose, except as expressly set forth in this

Deed. The failure of the **GRANTEE** to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand against the United States, with respect to any asbestos hazards or concerns.

(f) The **GRANTEE** further agrees to indemnify and hold harmless the **GRANTOR**, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising from (i) exposure to asbestos on any portion of the Property, provided that such exposure occurs after the conveyance of the Property to the **GRANTEE** or (ii) any future remediation or abatement of asbestos or the need therefor that occurs after the conveyance of the Property to **GRANTEE**. The **GRANTEE'S** obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this section.

(g) Upon the completion of demolition of ACM-containing buildings or asbestos abatement, and proper disposal of the waste generated therefrom, the **GRANTEE**, or its successors in interest or assigns may file a written application with the **GRANTOR**, acting through the U.S. Army Corps of Engineers, Sacramento District (or the successor thereto), and provide to the **GRANTOR** either a certification from the appropriate state environmental agency or a report by a certified or licensed asbestos inspector engaged by the applicant, confirming the abatement or removal of the friable asbestos from all or some portions of the Property, and proper disposal of the waste generated therefrom, in accordance with applicable laws. Upon compliance with the foregoing, **GRANTEE** may submit to **GRANTOR** an amendment to the Deed in recordable form deleting this Section III.D.1 from the Deed as to all or that portion of the Property that is covered by such certification or report. Consent to the deletion of this Section III.D.1 from the Deed shall not be unreasonably withheld by the **GRANTOR**, and this Deed amendment shall be issued by the **GRANTOR** to the applicant within a reasonable period of time after request by **GRANTEE**; provided however, that such amendment shall be at no cost to the **GRANTOR**.

2. Lead Based Paint

(a) The **GRANTEE** and its successors and assigns are hereby informed and do acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in Residential Real Property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. "Residential Real

Property" means dwelling units, common areas, building exterior surfaces, and any surrounding land, including outbuildings, fences and play equipment affixed to the land, available for use by residents; and buildings visited regularly by the same child, six years of age or under, on at least two different days within any week, including day-care centers, preschools and kindergarten classrooms; but not including land used for agricultural, commercial, industrial, or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways.

(b) Available information concerning known lead-based paint and/or lead-based paint hazards, the location of lead-based paint or lead-based paint hazards, and the condition of painted surfaces, is contained in the EBS-T, which has been provided to the **GRANTEE**. All purchasers of Residential Real Property must also receive the federally approved pamphlet on lead poisoning prevention. Buildings constructed prior to 1978 are assumed to contain lead-based paint. Buildings constructed after 1977 are assumed to be free of lead-based paint. No other surveys or studies assessing the possible presence of lead-based paint in former or existing buildings on the Property were performed by the **GRANTOR**. The **GRANTEE** hereby acknowledges receipt of the information described in this Subparagraph.

(c) The **GRANTEE** acknowledges that it has received the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards prior to execution of the Deed.

(d) The **GRANTEE** covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Real Property, as defined in paragraph (a), above, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the **GRANTEE** specifically agrees to perform, at its sole expense, the lead-based paint abatement equivalent to the requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992) (hereinafter Title X).

(e) Prior to the sale or use of any property which will be used as Residential Real Property which is not Residential Real Property at the time the Property is conveyed by **GRANTOR** to **GRANTEE**, the **GRANTEE** shall, after consideration of the guidelines and regulations established pursuant to Title X: (1) Perform a Risk Assessment if more than 12 months have elapsed since the date of the last Risk Assessment; (2) Comply with the joint HUD and EPA Disclosure Rule (24 CFR 35, Subpart H, 40 CFR 745, Subpart F), by disclosing to prospective purchasers the known presence of lead-based paint and/or lead-based paint hazards as determined by previous risk assessments; (3) Abate lead dust and lead-based paint hazards in pre-1960 Residential Real Property, in accordance with the procedures in 24 CFR 35; (4) Abate soil-lead hazards in pre-1978 Residential Real Property, in accordance with the procedures in 24 CFR 35; (5) Abate lead-soil hazards following demolition and redevelopment of structures in

areas that will be developed as Residential Real Property; (6) Comply with the EPA lead-based paint work standards when conducting lead-based paint activities (40 CFR 745, Subpart L); (7) Perform the activities described in this paragraph within 12 months of the date of the lead-based paint risk assessment and prior to occupancy or use of the Residential Real Property; and (8) Send a copy of the clearance documentation to the **GRANTOR**.

(f) In complying with these requirements, the **GRANTEE** covenants and agrees to be responsible for any abatement or remediation of lead-based paint or lead-based paint hazards on the Property found to be necessary as a result of the use of the Property as Residential Real Property after conveyance to the **GRANTEE**. The **GRANTEE** covenants and agrees to comply with solid or hazardous waste laws that may apply to any waste that may be generated during the course of lead-based paint abatement activities conducted by the **GRANTEE**.

(g) The **GRANTEE** further agrees to indemnify and hold harmless the **GRANTOR**, its officers, agents and employees, from and against all suits, claims, demands, or actions, liabilities, judgments, costs and attorneys' fees arising out of personal injury, death or property damage resulting from, related to, caused by or arising out of residential exposure or improper handling or disposal of lead-based paint or lead-based paint hazards related to the Property after the date of transfer.

(h) Upon the completion of the foregoing identification, abatement and disposal or demolition and disposal of lead-based paints on buildings and structures that exist as of the Property's transfer by **GRANTOR** to **GRANTEE**, the **GRANTEE**, or its successors in interest or assigns, may file a written application with the **GRANTOR**, acting through the U.S. Army Corps of Engineers, Sacramento District (or the successor thereto), and provide to the **GRANTEE** either a certification from the appropriate state environmental agency or a report by a certified or licensed lead-based paint inspector engaged by the applicant, confirming the abatement or removal of the lead-based paints from all or some portions of the Property, and proper disposal of the waste generated therefrom, in accordance with applicable laws. Upon compliance with the foregoing, **GRANTEE** may submit to **GRANTOR** an amendment to this Deed in recordable form deleting this Section III.D.2 from the Deed as to all or that portion of the Property that is covered by the certification or report. Consent to the deletion of this Section III.D.2 from the Deed shall not be unreasonably withheld by the **GRANTOR**, and this Deed amendment shall be issued by the **GRANTOR** to the applicant within a reasonable period of time after request by **GRANTEE**; provided however, that such amendment shall be at no cost to the **GRANTOR**.

3. Polychlorinated Biphenyls (PCB)-Containing Equipment

(a) **GRANTEE** is hereby informed that, based upon data resulting from Property-wide sampling and analysis of the subject equipment, equipment containing PCBs above current regulatory action levels exist on the Property as described in the EBS-T. The non-PCB and PCB-containing transformer equipment remaining on the Property is listed in the EBS-

T. Except as described in the EBS-T, PCB contamination or spills related to such equipment have been properly remediated prior to conveyance. The PBC-containing transformer equipment does not currently pose an unacceptable threat to human health or the environment.

(b) **GRANTOR** has furnished to **GRANTEE** all available information in its possession, and **GRANTEE** acknowledges receipt of the information provided to it by **GRANTOR** and described in the EBS-T, related to past PCB-containing equipment necessary for the continued compliance by **GRANTEE** with applicable laws and regulations related to the use and storage of PCBs or PCB containing equipment.

(c) **GRANTEE** covenants and agrees that, upon conveyance of the Property from **GRANTOR** to **GRANTEE**, **GRANTEE'S** possession, use, management or removal of any PCB-containing equipment will be in compliance with all applicable laws relating to PCBs and PCB-containing equipment. **GRANTEE** shall comply with the provisions of all Federal, state and local health and safety plan requirements in effect during the course of any future redevelopment efforts and/or environmental response actions on the Property.

(d) **GRANTOR** assumes no liability for the future remediation of PCB contamination from such equipment or damages for personal injury, illness, disability, or death to **GRANTEE**, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the use, handling, management, disposition, or other activity occurring after the Property is conveyed by **GRANTOR** to **GRANTEE**, that results in exposure to PCBs or PCB containing equipment, whether or not **GRANTEE** has properly warned or failed to properly warn any such individual(s) injured.

(e) The **GRANTEE**, or its successors in interest or assigns, may file a written application with the **GRANTOR**, acting through the U.S. Army Corps of Engineers, Sacramento District (or the successor thereto), and provide to the **GRANTOR** either a certification from the appropriate state environmental agency or a report by a certified or licensed inspector engaged by the applicant, confirming the removal of the PCB-containing equipment from all or some portions of the Property, and proper disposal of the waste generated therefrom, in accordance with applicable laws. Upon compliance with the foregoing, **GRANTEE** may submit to **GRANTOR** an amendment to this Deed in recordable form deleting this Section III.D.3 from the Deed as to all or that portion of the Property covered by said certification or report. Consent to the deletion of this Section III.D.3 from the Deed shall not be unreasonably withheld by the **GRANTOR**, and this Deed amendment shall be issued by the **GRANTOR** to the applicant within a reasonable period of time after request by **GRANTEE**; provided however, that such amendment shall be at no cost to the **GRANTOR**.

4. Unexploded or Abandoned Ordnance, Chemical and Biological Warfare Agents, and Radiological Materials

Based on a review of installation historical data and the EBS-T, **GRANTOR** represents that there is no evidence of any radiological material, chemical or biological warfare agents, unexploded ordnance or abandoned ordnance located on or around the Property. In the event any such material, agents, or ordnance is ever discovered or suspected to reside on or around the Property, **GRANTEE** shall immediately notify the local police department and **GRANTOR**, and **GRANTEE** shall refrain from attempting to remove or dispose of any such material, agents, or ordnance. Notwithstanding any other provision of this or any other agreement between **GRANTEE** and **GRANTOR**, **GRANTOR** shall be solely liable and responsible for the safe, timely disposal of any radiological material, chemical or biological warfare agents, unexploded ordnance or abandoned ordnance discovered on or around the Property, in compliance with all applicable laws and regulations.

IV. ENFORCEMENT AND NOTICE REQUIREMENT

A. The provisions of this Deed benefit the governments of the United States of America, the State of California, acting on behalf of the public in general, the local government of the City of Oakland, the Oakland Base Reuse Authority, the Oakland Redevelopment Agency and the Port of Oakland, and the lands retained by the **GRANTOR** and, therefore, are enforceable, by resort to specific performance or legal process by the United States as to the **GRANTEE**, and by the **GRANTEE**, its successors and assigns, the State of California, the City of Oakland, the Oakland Redevelopment Agency and the Port of Oakland as to the **GRANTOR**. Enforcement of this Deed shall be at the discretion of the parties entitled to enforcement hereof, and any forbearance, delay or omission in the exercise of their rights under this Deed in the event of a breach of any term of this Deed, shall not be deemed to be a waiver by any such party of such term or of any subsequent breach of the same or any other terms, or of any of the rights of said parties under this Deed. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. The enforcement rights set forth in this Deed against the **GRANTEE**, or its successors and assigns, shall only apply with respect to the EDC Property conveyed herein and held by such **GRANTEE**, or its successor or assign, and only with respect to matters occurring during the period of time such **GRANTEE**, or its successors or assigns, owned or occupied such EDC Property or any portion thereof.

B. The **GRANTEE**, its successors or assigns, shall neither transfer the Property, nor any portion thereof, nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion, to the extent applicable to the Property or any portion thereof, of the environmental protection provisions contained in Sections I, II, III, V, and VI of this Deed, either verbatim or by reference to this Deed. **GRANTEE** shall require the inclusion, to the extent applicable, of such environmental protection provisions in all further deeds, transfers, leases, or grant of any interest, privilege, or license, again either verbatim or by cross reference to this Deed.

C. The obligations imposed in this Paragraph upon the successors or assigns of **GRANTEE** shall only extend to the property conveyed to any such successor or assign.

V. ENDANGERED SPECIES OR THREATENED SPECIES

The **GRANTEE**, its successors and assigns shall comply with the requirements, if any, to protect and preserve endangered or threatened plants, species, or wildlife habitats that may exist at the Property in accordance with applicable law. All future proposed use potentially impacting threatened and endangered species designated under the federal Endangered Species Act, 16 U.S.C. §§ 1531 – 1544, must be coordinated with the United States Department of Fish and Wildlife Service to the extent required under applicable law.

VI. AIR NAVIGATION RESTRICTION

The Oakland International Airport is located approximately 10 miles from the former OARB. Accordingly, in coordination with the Federal Aviation Administration, the **GRANTEE** covenants and agrees, on behalf of it, its successors and assigns and every successor in interest to the Property, or any part thereof, that, when required by applicable law, there will be no construction or alteration unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, Part 77, entitled, Objects Affecting Navigable Airspace, or under the authority of the Federal Aviation Act of 1968, as amended.

VII. NOTICE OF NON-DISCRIMINATION

With respect to activities and employment practices related to the EDC Property, the **GRANTEE** covenants for itself, and its successors and assigns, that the **GRANTEE**, and such successors and assigns, shall not discriminate upon the basis of race, color, religion, sex, age, handicap, or national origin in the use, occupancy, sale or lease of the EDC Property in violation of the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. Section 2000d); the Age Discrimination Act of 1975 (42 U.S.C. Section 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794). The **GRANTOR** shall be deemed a beneficiary of this covenant without regard to whether the **GRANTOR** remains the owner of any land or interest in the locality of the EDC Property hereby conveyed by this Deed, and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

VIII. ANTI-DEFICIENCY ACT STATEMENT

The **GRANTOR'S** obligation to pay or reimburse any money under this Deed is subject to the availability of appropriated funds to the Department of the Army, and nothing in this Deed shall be interpreted to require obligations or payments by the United States in violation of the Anti-Deficiency Act, P.L. 97-258.

IX. GENERAL PROVISIONS

A. **LIBERAL CONSTRUCTION.** Any general rule of construction to the contrary notwithstanding, this Deed shall be liberally construed to effectuate the purpose of this Deed and the policy and purpose of CERCLA. *If any provision of this Deed is found to be ambiguous, an*

interpretation consistent with the purpose of this Deed that would render the provision valid shall be favored over any interpretation that would render it invalid.

B. **SEVERABILITY.** If any provision of this Deed, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this Deed, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

C. **NO FORFEITURE.** Nothing contained herein will result in a forfeiture or reversion of title in any respect.

D. **CAPTIONS.** The captions in this Deed have been inserted solely for convenience of reference and are not a part of this Deed and shall have no effect upon construction or interpretation.

E. **RIGHT TO PERFORM.** Any right which is exercisable by the **GRANTEE**, and its successors and assigns, to perform under this Deed may also be performed, in the event of default by the **GRANTEE**, or its successors and assigns, by a lender of the **GRANTEE** and its successors and assigns.

X. THE CONDITIONS, RESTRICTIONS, AND COVENANTS

The conditions, restrictions, and covenants set forth in this Deed are a binding servitude on the herein conveyed Property and will be deemed to run with the land in perpetuity, except as otherwise expressly provided in this Deed. To the extent expressly required in this Deed, restrictions, stipulations and covenants contained herein will be inserted by the **GRANTEE** verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the Property or any portion thereof. All rights and powers reserved to the **GRANTOR**, and all references in this Deed to the **GRANTOR** shall include its successors in interest. The **GRANTOR** may agree to waive, eliminate, or reduce the obligations contained in the covenants in accordance with the provisions of Section III, **PROVIDED, HOWEVER**, that the failure of the **GRANTOR** or its successors to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any such conditions, but the obligations of the **GRANTEE**, its successors and assigns, with respect to such future performance shall be continued in full force and effect.

[Signature Pages Follow]

DEED NO. DACA05-9-03-567

IN WITNESS WHEREOF, the GRANTOR, the UNITED STATES OF AMERICA, acting by and through the SECRETARY OF THE ARMY, has caused these presents to be executed this 16th day of July, 2003.

UNITED STATES OF AMERICA

By: _____
Joseph W. Whitaker
Deputy Assistant Secretary of the Army
(Installations and Housing)
OASA (I&E)

COMMONWEALTH OF VIRGINIA)
) ss
COUNTY OF ARLINGTON)

On 16 July 2003 before me, the undersigned, a Notary Public in and for said state, personally appeared Joseph P. Whitaker personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Karen A. Cooper
Notary Public, Commonwealth of Virginia

My Commission Expires November 30, 2006